



Accountable Authority Instruction

Relevant Money — approving commitments and entering into arrangements

This Accountable Authority Instruction (AAI) is about the use of relevant money, and seeking approval for a commitment of relevant money, and entering into or varying arrangements.

Instructions

All officials —

1. Officials must not approve a proposed commitment of relevant money, unless they have been delegated powers or are authorised to do so.
2. Commitments of relevant money must be approved consistent with any written requirements specified in these instructions or the terms of the relevant delegation or authorisation instrument.
 - a. If you are not authorised, you must seek approval for the commitment of relevant money from a delegate, the Secretary or Minister as appropriate.
3. Approval of a commitment of relevant money must be properly recorded in writing.
4. Officials must ensure:
 - a. there is sufficient appropriation
 - b. the commitment of relevant money will be a proper use of public resources, and is not inconsistent with relevant policies of the Australian Government.

Officials who have been delegated power or authorised to approve proposed commitments of relevant money —

5. Officials must comply with the requirements of section 18 of the Public Governance, Performance and Accountability Rule 2014 (PGPA Rule) (Approving commitments of relevant money), and approve the proposed commitment of relevant money consistent with any written requirements, specified in these instructions or the terms of the relevant delegation or authorisation instrument.
 - a. If a commitment of relevant money involves **procurement**, they must ensure it complies with the Commonwealth Procurement Rules (CPRs) and Procurement AAI.
 - b. If a commitment of relevant money involves a **grant**, they must ensure it complies with the Commonwealth Grants Rules and Guidelines (CGRGs) and Grants AAI.
6. If verbal approval has been provided for a commitment of relevant money, officials must record the approval in writing **as soon as practicable** after giving it (section 18 of the PGPA Rule).
7. Officials may approve a commitment of relevant money subject to conditions.

Officials who have been delegated power or authorised to enter into or vary arrangements —

8. Before entering into an arrangement, officials must ensure it is within the scope of their delegation or authorisation.
 - a. If a commitment of relevant money involves **procurement**, they must ensure it complies with the CPRs and Procurement AAI.
 - b. If a commitment of relevant money involves a **grant**, they must ensure it complies with the CGRGs and Grants AAI.
 - c. If the arrangement includes the provision of an indemnity, guarantee or warranty, they must act in accordance with Indemnities, guarantees and warranties AAI.
9. Officials must not vary an arrangement unless:
 - a. it is within the scope of their delegation or authorisation, and

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| <p>b. a new commitment of relevant money has been approved under section 23 of the Public Governance, Performance and Accountability Act 2013 (PGPA Act), if required by these instructions.</p> |
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Guidance to all officials

Commitment proposals

1. Officials must not approve a proposal to spend relevant money unless they are authorised by a Minister or the Secretary. Commitment proposals can only be approved by a Minister, the Secretary or officials of the Department, delegated by the Secretary (officials are defined in section 13 of the Public Governance, Performance and Accountability Act 2013 (PGPA Act)).
2. Delegates must exercise their delegated authority in accordance with the terms of the Instrument of Delegation. A delegate must exercise their authority personally and cannot sub-delegate that power or authorise another official to perform that function except as provided for under the Commonwealth credit cards and credit vouchers (cab-charge) guide.
3. Officials may need to obtain legal advice before approving a commitment proposal.
4. Delegation limits are GST inclusive (where GST applies).

Documenting the approval

5. The official who approves a commitment of relevant money must record the approval in writing as soon as practicable after giving it. Except in exceptional circumstances as soon as practicable is generally within 2 working days of the approval being made.
6. Depending on the nature of the arrangement the official is required to record the terms and the basis of approvals. The terms of the approval should generally include:
 - a. the key elements of the proposed commitments such as the item, costs, parties, timeframes and any risks associated with the proposal
 - b. any conditions on the approval such as timing or additional approvals required including those relating to indemnities and other contingent liabilities.
7. The basis of the approval should include the reasons for the official's decision, including information about why the official was satisfied that the proposed commitment would be a proper use of relevant money. Proper use is defined in section 8 of the PGPA Act to mean, efficient, effective, economical and ethical.
8. Should a commitment approval relate to a procurement, grant, travel proposal, gift or other form of official hospitality, please refer to the relevant AAI and related departmental guidance for specific requirements.
9. Should a commitment proposal include an indemnity, guarantee or warranty being provided on behalf of the Commonwealth, please refer to the Guarantees, indemnities, warranties and other contingent liabilities AAI for further information.
10. The approval of a commitment should consider whether GST will apply to the arrangement (refer Taxation Obligations AAI). Advice should be sought from help.taxation@infrastructure.gov.au when the application of GST is uncertain.

Financial sustainability and forward commitment approval

11. Considerable care needs to be taken in entering into commitments where there is no available appropriation, particularly in future years. The Accountable Authority has a duty under section 15(1)(c) of the PGPA Act to govern in a way that promotes the financial sustainability of the department.
12. To ensure the financial sustainability of the department, all commitment proposals which extend beyond the available appropriation (e.g. multi-year commitments) must have authorisation from the relevant delegate before the commitment is approved.

Other commitments requiring special approval

13. Some types of commitment proposals require special approval. For example, there are special requirements for:
 - international travel
 - gifts and hospitality
 - indemnities, guarantees, warranties and letters of comfort.
14. Officials should refer to the relevant AAs and related department guidance on these topics before any decision is made about approving these commitment proposals.

Approval to enter into an arrangement

15. Under section 23 of the PGPA Act and section 32B of the Financial Framework (Supplementary Powers) Act 1997 (FF(SP) Act) only officials delegated by the Secretary are able to enter into an arrangement on the Commonwealth's behalf. The department's financial delegations instruments list the delegates and their financial limits.
16. When entering into arrangements officials need to be aware of the requirements contained in the CPRs and the CGRGs.
17. Delegates are required to ensure that there has been a commitment approval obtained from an appropriate delegate before entering into the arrangement.
18. The official entering into the arrangement may be the same official who approved the commitment.

Grants

19. Delegates should document the decision on why the arrangement being entered has been determined to be a grant. Any advice received from Legal Services should be included in the documentation.
20. The authority for the granting arrangement must be established prior to any action taking place. All grants (other than one-off, ad-hoc grants where spending is part of the ordinary and well-recognised functions of Government) require legislative authority in order for any grant payments to be made. An appropriation under an Appropriation Act alone is not sufficient authority.
21. The legislative authority to cover grants payments is contained in specific legislation relating to the relevant program or is covered by section 32B of the FF (SP) Act with specific programs listed in schedule 1AA. Legal advice should be sought where there is any doubt about the validity of relevant legislative authority for a grant, including whether a one-off, ad-hoc grant falls within the definition of part of the ordinary and well-recognised functions of Government.

Approval for a variation to a contract, agreement or arrangement

Additional financial commitment

22. A variation to an arrangement that involves any additional financial commitment is required to be approved by an official who has the financial delegation to approve the total amount of the prior approved commitment proposal and the proposed additional amount under the variation ('total amount').
For example: if the approved commitment proposal for the contract was \$1 million (incl. GST) and the variation is for an additional \$50,000, the variation must be approved by an official who has a financial delegation for \$1,050,000 (incl. GST) or more for that type of commitment proposal.
23. If the variation is for an administered funding agreement or a procurement involving administered funds, the pre-conditions for Administered funds must have been met.

Note: The variation may be signed by a different person to the person who signed the original contract, provided that the official signing the variation has the financial delegation to enter into the contract for the total amount (i.e. the original contract plus all variations).

Variation to a non-financial aspect of a commitment proposal

24. Authority to vary a non-financial aspect of an arrangement, including a change in the term of the arrangement, is provided in the department's financial delegations instruments.

Administering an Arrangement

25. Under section 23(1) of the PGPA Act a delegation is required to administer an arrangement. This includes the making of a payment pursuant to an arrangement (e.g. authorising that the requirements of the arrangement, such as a milestone, have been met).
26. Limits relating to the making of a payment are provided in the department's financial delegations instruments.

Definitions

relevant money is defined in section 8 of the PGPA Act to mean:

- money standing to the credit of any bank account of the Commonwealth or a corporate Commonwealth entity, or
- money that is held by the Commonwealth or a corporate Commonwealth entity.

Other relevant documents

Guidance and other relevant documents

- [Guidelines for the Management of Special Accounts \(Department of Finance\)](#)
- [Resource Management Guide No. 203, General duties of officials](#)
- [Resource Management Guide No. 300, Banking of Relevant Money by Commonwealth Entities](#)
- [Resource Management Guide No. 303, Other CRF Money](#)
- [Resource Management Guide No. 400, Approving Commitments of Relevant Money](#)

Related AAls and delegation instruments

- Fraud AAI
- Managing Risk AAI
- Banking and Advances AAI
- Grants AAI
- Procurement AAI
- Accountable Authority Delegations
- Public Governance, Performance and Accountability (Finance Minister to Accountable Authorities of Non-Corporate Commonwealth Entities) Delegation

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Legislative requirements	PGPA Act: sections 8, 15, 23, 54, 55, 68, 69, 78, 79, 80 and 105 PGPA Rule: sections 19, 20,21 and 29 Financial Framework (Supplementary Powers) Act 1997: section 32B Financial Framework (Supplementary Powers) Regulations 1997: schedule 1AA and 1AB
Content owner	Financial Operations Team, Finance Branch, Finance, Legal and IT Division: help.financialoperations@infrastructure.gov.au



Accountable Authority Instruction

Payments

This Accountable Authority Instruction (AAI) is about matters relating payments of relevant money generally, and payments pending probate.

Instructions

All officials —

1. Officials must not make a payment of relevant money unless:
 - a. authorised to do so by the Secretary or by an official empowered by the Secretary to authorise other officials to make payments
 - b. there is sufficient available funds to cover the proposed payment
 - c. the payment is in accordance with any directions.
2. When administering an arrangement, officials must ensure payments under the arrangement (which are part of the administration of the arrangement) are made or authorised by a relevant delegate.

Payments owed to a person at time of death (payment pending probate, see definitions) —

3. Officials must not authorise a payment pending probate under section 25 of the Public Governance, Performance and Accountability Rule 2014 unless:
 - a. they are delegated the authority to do so
 - b. if the payment has been authorised by a delegate or the Secretary, there is an available appropriation for the payment to be made.

Officials authorised to approve payments pending probate —

4. Officials must comply with any directions in relation to the relevant delegation from the Secretary and ensure the payment is not covered by other legislation.
5. Officials must consider the people who are entitled to the property of the deceased person under that person's will or the law relating to the disposition of property of deceased persons. However, officials are NOT bound to act in accordance with that law.
6. Officials may authorise:
 - a. the payment of an amount owed to the deceased person to a person to whom it is considered should receive the payment, if delegated the power to do so
 - b. the payment without requiring the production or probate of the will, or letters of administration of the deceased person's estate.

Officials responsible for approving system controls and accounting procedures —

7. Officials approving systems controls and accounting procedures in respect of payments which are based on data prepared by a computer must make certain that there is adequate control, recording and accounting for payments and credit notes by ensuring:
 - a. financial approval limits for each official within the system do not exceed the limit of their delegations
 - b. systems allow for appropriate segregation of duties for all payments, that is a coding officer and an approving officer
 - c. payment transactions and records are retained in accordance with the departments' record keeping policy.

Chief Financial Officer (CFO) —

8. The CFO must ensure there is adequate control, recording and accounting for invoices, credit notes and other payment related documents.

Guidance to all officials

General

1. Line areas should follow the department's payment procedures promptly to ensure the Commonwealth's terms of trade are met:
 - ENTR > Business Services > Finance and procurement > Payments and Receipts
 - Communications network > Everyday tasks > Finance Hub > Accounts

Required checks

2. For an account/invoice to be paid, officials must ensure that:
 - a. the invoice meets guidelines by the Australian Taxation Office (ATO) for a valid tax invoice and includes:
 - i. the identity of the supplier
 - ii. an active Australian Business Number (ABN)
 - iii. the date the invoice was issued
 - iv. a brief description of what is being paid
 - v. a statement about the extent to which the purchases are subject to GST (which could be a statement that 'the total price includes GST')
 - vi. the amount of GST, if any, that is payable
 - b. the amount payable is correct
 - c. the invoice has not been previously paid
 - d. the goods or services in respect of the invoice have been received or satisfactorily rendered and the conditions of the contract or agreement have been satisfied
 - e. In respect of grant payments, specified milestones have been met prior to the release of funds for payment
 - f. the invoice is consistent with the agreement, contract or Purchase Order
 - g. credit notes (if any) are applied to outstanding invoices prior to making payments
 - h. the invoice is supported by all relevant documentation
 - i. the amount is to be paid out of the correct funds (Departmental or Administered)
 - j. the invoice is to be paid to a vendor with the identical details as listed in the original contract, agreement or Purchase Order
 - k. for credit card holders purchasing on behalf of other cost centres, details and approval from the appropriate delegate have been obtained
 - l. the expenditure has been approved by an appropriate delegate.
3. If there are any issues with the goods or services delivered, or necessary milestones have not been met, these issues should be resolved before accepting and processing the invoice.

Timing of payments

4. Unless otherwise agreed with the vendor in writing, or payment is made via credit card, the department's standard terms are payment within 20 days after the receipt date of a correctly rendered invoice.
5. Where an account has been returned to the vendor for correction and is subsequently resubmitted, the due date is calculated from the date the correct invoice was received.

Early Payment

6. Early payment and prepayment of accounts should only be made where there is a benefit to the Commonwealth after taking all costs and risks into account, having regard for program and service delivery objectives.

Late Payment

7. In line with the Department of Finance's Resource Management Guide No. 417 www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmg-417 we are required to pay interest to our suppliers for payments made after 20 days from the date of a correctly rendered tax invoice.

Method of payment

8. There are a number of options for payment depending on the value and type of the expenditure.

Purchase Orders

9. Purchase Orders are required for any contract, agreement or arrangement valued at \$10,000 (including GST) or more in total over its life. Purchase Orders are also required for other reportable items (regardless of value). Reportable items include:

- consultancy services, and
- work undertaken by an entity considered to be an advertising agency, market research organisation, polling organisation, direct mail organisation or media advertising organization, gifts and hospitality.

Credit Card

10. For **low risk**, non-reportable departmental expenditure under \$10,000 (GST inc.) the department's preferred method of payment is by credit card. The purchase and subsequent retention of supporting documentation for the expenditure should be in line with the AAI Credit cards, credit vouchers and travel accounts.
11. The purchase and subsequent retention of supporting documentation for the expenditure should be in line with the AAI Credit cards, credit vouchers and travel accounts.
12. Unless paid by credit card, all payments must be made through the Department's Paperless Accounts Payable System by emailing a scanned copy of the invoice or document to invoices@infrastructure.gov.au.
13. In exceptional circumstances, urgent payments may be made through electronic funds transfer on approval from the CFO, Assistant Secretary Finance Branch or an EL2 in the Finance Branch responsible for Financial Operations or Financial Accounting.
14. Further payment procedure guidance, including process for staff reimbursements, is available below.
- ENTR > Business Services > Finance and procurement > Payments and Receipts
 - Nishi Intranet > Everyday tasks > Finance Hub > Accounts

Special Accounts

15. A Special Account may be established by the Finance Minister under section 78 of the PGPA Act or by other legislation. A Special Account is an accounting entry within the Commonwealth Consolidated Revenue Fund. Amounts standing to the credit of a Special Account may be paid in accordance with the terms of the standing appropriation for the specified purposes of that account (PGPA Act sections 78(4) and 80(1)).
16. Any official who proposes to approve a payment from money that is credited to a Special Account must ensure the payment is in accordance with the purpose of the Special Account and there is sufficient balance available. Further details on Special Accounts can be found in the Special accounts AAI.

Credit notes

17. Where a credit note has been issued against an invoice already paid, and where property/services will be purchased from the same vendor in the future, a credit note may be raised and will be offset against future payments.
18. If a credit note has been issued and there is no intention of future procurement, then the recording of the credit note will initiate an invoice being raised in Accounts Receivable and payment requested from the vendor.

Definitions

Payment pending probate relates to:

- an amount that the Commonwealth owes to a person at the time of their death
- the Finance Minister has delegated to accountable authorities the power in section 25 of the PGPA Rule to authorise payment of such an amount to the person without requiring production of probate of the will or letters of administration of the deceased persons estate.
- Accountable authorities may sub-delegate this power to officials.

Other relevant documents

Guidance and other relevant documents

- ENTR > Business Services > Finance and procurement > Payments and Receipts
- Communications network > Everyday tasks > Finance Hub > Accounts
- [Resource Management Guide No. 203, General duties of officials](#)
- [Resource Management Guide No. 417, Supplier Pay On-Time or Pay Interest Policy](#)

Related AAI and delegation instruments

- Relevant Money AAI
- Procurement AAI
- Credit cards, credit vouchers and travel accounts AAI
- Accountable Authority Delegations
- Public Governance, Performance and Accountability (Finance Minister to Accountable Authorities of Non-Corporate Commonwealth Entities) Delegation

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Content owner	Financial Operations Team: help.financialoperations@infrastructure.gov.au



Accountable Authority Instruction

Probity

This Accountable Authority Instruction (AAI) is about probity in procurement, grants administration and other activities which may be considered to be high risk or particularly sensitive and provides instructions on the processes officials are to follow.

Instructions

All officials —

1. Engagement of an External Probity Adviser must be approved by the SES B2 responsible for finance.
2. Officials must follow standard procurement processes when engaging an External Probity Adviser (refer [Procurement AAI](#)).
3. A Probity Plan must be prepared for:
 - all open tender activities (including expressions of interest) over \$80,000
 - all procurement over \$500,000
 - all grants or
 - decision-making activity considered to be high risk, or particularly sensitive.
4. For those procurement activities for which a probity plan is established, an SES employee from outside the relevant division is to be appointed as the Internal Probity Adviser.

Guidance to all officials

1. Issues relating to probity should be resolved within the relevant division. Guidance on matters relating to probity should be sought, in the first instance, from the Internal Probity Adviser (if there is one) and/or the relevant divisional SES B2.

External Probity Adviser

2. If probity issues remain unresolved the Procurement team within the Financial Operations Section must be consulted before engaging an External Probity Adviser for assistance.
3. Where a need to engage an External Probity Adviser has been identified, a rationale explaining the complexity or sensitivities involved with the activity in support of the request is to be sent to Procurement Section at probity@infrastructure.gov.au
4. Procurement team will then seek approval from the SES Band 2 responsible for finance and, if approved, the line area may then proceed to engage an External Probity Adviser in accordance with the Commonwealth Procurement Rules and other procurements requirements.
5. To engage an External Probity Adviser through the Whole of Australian Government Legal Services Panel (which will apply where they wish to engage a legal firm), the line area should contact the relevant Legal Services Branch to complete a request for quote (RFQ) form, and be advised on the process.
6. Divisions are responsible for evaluating responses and selecting the preferred firm, following standard procurement processes, including to appropriately document the evaluation process and complying with obligations under the *Public Governance, Performance and Accountability Act 2013* and CPRs.

Probity and Risk Management Plans

7. A Probity Plan and a Risk Management Plan should be prepared for any decision-making activity if it is considered to be high risk, or particularly sensitive (consult the [Risk Management Guidelines](#) in order to evaluate the risk). The plan should be tailored to the scale, complexity and/or sensitivity of the activity.

Record keeping

8. Officials are responsible for managing appropriate records. For low risk procurement activities this may be as simple as a file note indicating who the discussion was held with, and the key discussion points. Officials are to adhere to the [Departmental Recordkeeping Policy](#).

Definitions

External Probity Adviser means an external service provider engaged, following consultation with Procurement team to assist with certain issues or in special circumstances.

Internal Probity Adviser means the SES employee who is assigned this role for the purpose of any open tender activities (including expressions of interest) over \$80,000, any procurement activity above \$500,000; any grants program; or for any other activity which may be considered to be high risk or particularly sensitive. For grants administration activities this role is filled by the Program Owner.

probity is the evidence of ethical behaviour in a particular process. Probity is underpinned by a number of principles, which, when adhered to, should ensure activities conform to particular requirements.

Relevant Legal Services Branch means:

- (a) in relation to the Communications or Arts Groups – Legal Services Branch – Communications and the Arts; and
- (b) in relation to all other groups – Legal Services Branch - Infrastructure, Transport and Regional Development

Other relevant documents

Guidance and other relevant documents

- External Probity Advice
ENTR > Business Services > Legal Services > [External Probity Advice](#)
Nishi intranet > Everyday Tasks > Legal
- [Department's Risk Management Guidelines](#)
- [Grants Probity Plan](#)
- [Procurement Probity Plan](#)
- [Resource Management Guide No. 203, General duties of officials](#)
- [Commonwealth Procurement Rules](#)
- [Resource Management Guide No. 203, General duties of officials](#)

Related AAls and delegation instruments

- Grants AAI
- Procurement AAI

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Legislative requirements	Commonwealth Procurement Rules Commonwealth Grant Rules and Guidelines
Content owner	Financial Operations Section, Finance, Legal and IT Division help.procurement@infrastructure.gov.au



Accountable Authority Instruction

Procurement

This Accountable Authority Instruction (AAI) is about undertaking procurements and entering into and administering a procurement contract. The instructions in this AAI are generally applicable in addition to specific instructions that may be issued under another AAI, subject to any specific exclusions.

If you are unsure whether a particular financial arrangement is a procurement or another type of activity, see the definitions below. For more specific guidance, refer to the Department of Finance [Resource Management Guide \(RMG\) No 411: Grants, Procurements and other common financial arrangements](#).

If a procurement is not for the ordinary services and functions of government, you must ensure it is authorised by other legislation, e.g. the Financial Framework (Supplementary Powers) Regulations. If in doubt, contact Legal Services.

Instructions

All officials —

1. When undertaking a procurement, officials must:
 - a. comply with the requirements of the Public Governance, Performance and Accountability Act 2013 (PGPA Act) and Public Governance, Performance and Accountability Rule 2014 (PGPA Rule)
 - b. comply with the Commonwealth Procurement Rules (CPRs)
 - c. act only in accordance with their delegations and
 - d. comply with the department's Procurement Guide and other relevant AAIs, policies and procedures.

For all procurement —

2. Officials must:
 - a. estimate the expected value of the procurement before deciding the appropriate procurement method: open tender or limited tender (further information is in the CPRs)
 - b. use the [Commonwealth Contracting Suite \(CCS\)](#) for most procurement between \$10,000 to \$200,000 (GST inclusive) where this is not sourced from an existing arrangement
 - c. use any mandated whole-of-government arrangement
 - d. consider whether there is an existing non mandatory arrangement available which can be used for the procurement (such as a panel)
 - e. consider whether the procurement can be conducted through an Indigenous Business in accordance with the Indigenous Procurement Policy
 - f. ensure all contracts and amendments valued at or above \$10,000 (GST inclusive) are reported on AusTender within 42 days of entering (or amending) a contract
 - g. pay supplier invoices within 20 calendar days in accordance with the Australian Government [supplier pay on-time or pay interest policy](#), unless other payment terms are agreed.

High value, high risk, high profile or constitutional risk procurements —

3. Prior to an open market approach on AusTender, officials must obtain advice about constitutional risk, and clearance for tender and contractual documents from the Finance, Legal and IT Division.
4. If an arrangement relates to a program that has been assessed by the Australian Government Solicitor as having high or medium constitutional risk, the arrangement is to be reviewed by Legal Services regardless of the value of the arrangement.

5. Officials may seek advice from Legal Services if an appropriate SES official considers the arrangements to be high risk or high profile.

Covered procurements: Government Procurement (Judicial Review) Act 2018 —

6. If a procurement is a covered procurement, officials must:
- consider whether a public interest certificate should be sought in relation to the procurement
 - direct any request for the issue of a public interest certificate to the appropriate delegate
 - ensure suppliers are notified whether or not a public interest certificate is in force in relation to the procurement
 - provide a copy of the relevant public interest certificate when requested by a supplier or a court and when a supplier makes a complaint
 - immediately suspend the procurement if a complaint is made in relation to a relevant Commonwealth Procurement Rule and a public interest certificate is not in force in relation to the procurement
 - where the procurement is suspended, comply with the notification requirements detailed in the department's Procurement Guide
 - where the suspension of a procurement is lifted, comply with the notification requirements detailed in the department's Procurement Guide
 - ensure that any supplier complaints related to covered procurements are directed in writing to the Assistant Director, Governance at clientservice@infrastructure.gov.au in the first instance
 - handle supplier complaints in accordance with the Procurement Complaints Policy, department's Procurement Guide and these instructions
 - seek advice from Legal Services if court proceedings in relation to a complaint are commenced.
7. If a procurement is a covered procurement, delegates:
- must only issue a public interest certificate where a delay to the covered procurement would cause a real adverse impact to the public interest such as in relation to the health, national security, safety, public security or economic or financial well-being of the people of Australia or the functioning of any portion of the Commonwealth Government
 - may seek advice from the Finance, Legal and IT Division regarding the issue of a public interest certificate.

Delegates entering into, varying or administering a procurements arrangement —

Refer: Relevant Money AAI

8. The procurement must:
- achieve value for money
 - encourage competition and be non-discriminatory
 - facilitate accountable and transparent decision-making
 - encourage appropriate engagement with risk
 - be commensurate with the scale and scope of the business requirement.
9. Officials must:
- determine if the terms in a procurement arrangement need to be kept confidential and identify in the arrangement the terms that must be kept confidential (see [Confidentiality Throughout the Procurement Cycle](#))
 - ensure the procurement arrangement requires contractors to agree to the public disclosure of the names of any subcontractors and to inform the relevant subcontractors that their names may be publicly disclosed
 - ensure sufficient documentation is retained to demonstrate processes and approvals were appropriate to the scope and scale of the procurement
 - not enter into a procurement arrangement where there is no end date, unless it allows for periodic review and the ability to be terminated by the department where it no longer represents value for money
 - report new procurement arrangements or variations of a procurement arrangement in accordance with the CPRs.

Procurements under \$10,000 (GST inclusive) (Division 1 of the CPRS applies) —

10. For procurements valued under \$10,000 (GST inclusive), officials can obtain a quote or quotes via phone, online or email. Reporting on AusTender is not required.
11. Use of credit cards is the preferred payment mechanism.

Procurements valued at or above \$10,000 and under \$80,000 (GST inclusive) (Division 1 of the CPRS applies) —

12. For procurements valued at or above \$10,000 and under \$80,000 (GST inclusive), where the goods and/or services cannot be sourced from a panel arrangement, officials should undertake market research and seek sufficient quote(s) to be satisfied that value for money is achieved with the chosen supplier. The number of quotes will depend on the nature of the procurement and familiarity with the market.
13. If a contract is required, use:
 - a. the Commonwealth Contracting Suite for general goods and services, or
 - b. [digital sourcing contract templates](#) issued by the Digital Transformation Agency for IT-related procurements.

Procurements valued at or above \$80,000 (GST inclusive) (Division 1 AND 2 of the CPRS apply) —

14. For procurements valued between \$80,000 and \$200,000 (GST inclusive) the [Indigenous Procurement Policy](#) includes a mandatory set aside. This means officials must check [Supply Nation's Indigenous Business Direct](#) to see if there is an Indigenous Business which could provide the goods or services being procured. If there is an Indigenous Business that represents value for money, officials can engage them directly (CPR Appendix A: Exemption 16). If there is no Indigenous Business that represents value for money officials can proceed with the process set out in these instructions.
15. Officials must check whether any of the procurement-connected policies are relevant to the procurement (a list of these policies is on the [Finance website](#)).
16. The default for all procurements valued at or above \$80,000 is open tender. For procurements valued at or above \$80,000 you must use an open tender process unless:
 - a. an existing panel arrangement is used which has generally been established by an initial open tender approach
 - b. a limited tender condition set out in [paragraph 10.3](#) of the CPRs applies or an [Appendix A](#) exemption of the CPRs applies.
17. Division 2 of the CPRs includes the additional rules that apply when undertaking a procurement valued at or above \$80,000 (GST inclusive) (the procurement threshold).

Officials with a delegation to administer a procurement arrangement/contract —

18. Officials must:
 - a. maintain documentation for each arrangement (e.g. a written contract, purchase order or email) proportionate to the scale, scope and risk of the procurement
 - b. ensure there is authority to administer a procurement arrangement, including making a payment (delegated or authorised by the accountable authority from section 23 of the PGPA Act or other specific legislation such as section 32B of the FFSP Act)
 - c. to achieve value for money, actively manage each arrangement to ensure that risk treatments are appropriate and contracted outcomes are achieved
 - d. make available, on request, the names of subcontractors engaged by a contractor in respect of a procurement arrangement.

Guidance to all officials

Roles and responsibilities

1. The Procurement Team is responsible for:
 - a. the provision of advice, training and support for all procurements on request
 - b. developing departmental policy and processes which reflect the Australian government procurement framework
 - c. representing the department on procurement matters (external procurement forums and events)
 - d. managing departmental reporting obligations relating to procurement.
2. all officials involved in procurements are responsible for:
 - a. ensuring procurement activities are conducted in accordance with this AAI, in compliance with Commonwealth law, policies and guidelines. This includes ensuring the relevant delegate has approved the procurement (expenditure approval), and other delegations relevant to the procurement are appropriately exercised.
 - b. actively managing their procurement contracts, commensurate with their scope and risk
 - c. consulting the Procurement Team for all procurements valued at \$80,000 or more (GST inclusive) and/or are high risk.

Definitions

Covered procurement is as defined in the Government Procurement (Judicial Review) Act 2018 (Cth) (GP(JR) Act). A covered procurement is one to which the additional rules for a procurement in the CPRs apply (see clause 22 below) and is not included in a determination made under subsection 5(2) of the GP(JR) Act. That is, a covered procurement is one which is not included in such a determination or in Appendix A of the Commonwealth Procurement Rules (CPRs), and is related to:

- a. goods or services valued at or above \$80,000 (GST inclusive), or
- b. construction services valued at or above \$7.5 million (GST inclusive).

Finance law means the PGPA Act, *Public Governance, Performance and Accountability Rule 2014* (PGPA Rule), and instruments made under the PGPA Act or an Appropriation Act.

Guarantee means a promise whereby one party assumes responsibility for the debt of, or performance obligations of, another party should that party default in some way.

Indemnity means a legally binding promise whereby a party undertakes to accept the risk of loss or damage another party may suffer.

Letter of comfort means an instrument that is used to facilitate an action or transaction but is constructed with the intention of not giving rise to a legal obligation.

Procurement is the process of acquiring goods and services. It begins when a need has been identified and a decision has been made on the procurement requirement. Procurement continues through the processes of risk assessment, seeking and evaluating alternative solutions, and the awarding and reporting of a contract.

- In addition to the acquisition of goods and services by a relevant entity for its own use, procurement includes the acquisition of goods and services on behalf of another relevant entity or a third party.
- Procurement does not include:
 - grants (whether in the form of a contract or conditional gift or deed)
 - investments (or divestments)
 - sales by tender
 - loans
 - procurements of goods or services for resale or procurement of goods and services used in the production of goods for resale
 - any property right not acquired through the expenditure of relevant money (e.g. a right to pursue a legal claim for negligence)
 - statutory appointments
 - appointments made by a Minister using the executive power – e.g. the appointment of a person to an advisory board, or
 - the engagement of employees – such as under the Public Service Act 1999, the Parliamentary Services Act 1999, an agency’s enabling legislation, or the common law concept of employment.

Relevant Commonwealth Procurement Rules has the meaning it has in the GP(JR) Act.

Other relevant documents

Guidance and other relevant documents

- Procurement
 - ENTR > Business Services > Finance and Procurement > Procurement
 - Nishi Intranet > Everyday tasks > Finance Hub > Procurement
- [ANAO Report 37: Management of Credit Cards](#)
- [APS Code of Conduct](#)
- [Commonwealth Procurement Rules](#)
- [Resource Management Guide No. 203, General duties of officials](#)

Related AAls and delegation instruments

- Relevant Money AAI
- Credit Cards, credit vouchers and travel accounts AAI
- Probity and conflict of interest AAI
- Risk Management AAI
- Accountable Authority Delegations

Effective date	10 July 2020
Approved by	Mr Simon Atkinson, Secretary under section 20A of the PGPA Act
Legislative requirements	PGPA Act: s. 23; s. 52, s. 60, s. 105B PGPA Rule: s. 18 FFSP Act: s. 32B FFSP Regulations: Schedule 1AA and 1AB Commonwealth Procurement Rules
Content owner	Procurement Team, Financial Operations Section, Finance Branch, Finance, Legal and IT Division help.procurement@infrastructure.gov.au



Accountable Authority Instruction

Relevant Property

Introduction

This Accountable Authority Instruction (AAI) is issued by the Accountable Authority of the Department of Infrastructure, Transport, Cities and Regional Development (the department) under [section 20A](#) of the Public Governance, Performance and Accountability Act 2013 (PGPA Act) to officials of the department on matters relating to the use of public resources.

Purpose

1. This AAI is about the use, management and disposal of relevant property (including surplus assets) by officials.

Definitions

2. **Accountable Authority** is a term defined by the PGPA Act and means the Secretary.
3. **Accountable form** means a form that, once completed, can be exchanged or negotiated for a benefit such as money, goods or services. Accountable forms include cheques, credit notes, official manual receipts and Cabcharge vouchers.
4. **fraud** means dishonestly obtaining a benefit, or causing a loss, by deception or other means, this includes misappropriation, theft, misuse of facilities and unlawful payments.
5. **official** has the meaning it has in the PGPA Act and the Public Governance, Performance and Accountability Rule 2014 (PGPA Rule).

Note: Officials of the department include the following:

- persons who are APS employees in the department
 - persons engaged under the Administration Ordinance 1968 (CI) or the Administration Ordinance 1975 (CKI)
 - officials of other Commonwealth entities whose services are made available to the department in connection with the performance of any of the department's functions
 - certain consultants or independent contractors (and their employees) engaged to provide services to the department (including in relation to the administration of the Indian Ocean Territories)
 - the Administrator of Christmas Island, the Administrator of Cocos (Keeling) Islands, the Administrator of Norfolk Island and the Administrator of the Northern Territory
6. **private property** means property that is owned by an official or other person.

7. **relevant property** means property (other than relevant money) that is owned or held by the Commonwealth or any other thing prescribed by the PGPA Rule. It includes:
- real property (that is, land and buildings)
 - other goods or assets such as: equipment and furniture, stationery and office supplies, vehicles and fuel, clothing and uniforms, IT and telecommunications assets, intellectual property and other intangible items, heritage and cultural assets, military equipment, shares, bonds, debentures and other securities, accounts and records

Relevant property also includes:

- leased property and property held by the Commonwealth or on behalf of someone else
- gifts given to the Commonwealth entity and its officials

Instructions to Executive Directors

8. Executive Directors are responsible for ensuring that their division has arrangements in place for holding and maintaining a register of relevant property issued to officials for personal use. This register should include the following details as a minimum:
- a) item description
 - b) item asset number
 - c) name of official to who the item is being issued
 - d) period of issue, officials signature and initials of record keeper
 - e) date of return, officials signature and initials of record keeper

Instructions to all officials of the department

9. Officials involved in the management of relevant property, assets or asset related transactions must have regard to the [Capital Policy](#) and the [Asset \(non-financial\) Accounting Policy](#) and Guidelines issued by the Chief Financial Officer and to any guidance as issued from time-to-time by the Department of Finance.
10. All officials must:
- a) ensure the safe custody and control of any relevant property or accountable forms in their possession
 - b) ensure adequate security of any relevant property or accountable forms in their possession and take reasonable steps to safeguard the property from loss
 - c) be liable to pay the Commonwealth entity an amount that reflects their share of the responsibility if a loss of relevant property or accountable forms is caused or contributed to by negligence, misconduct, or a deliberate disregard for reasonable standards of care
 - d) ensure that property issued to an official on temporary loan or hire must be recorded on an [Issue of departmental IT Mobility Equipment form](#) (an IT form) or Personal Issues Register (for Indian Ocean Territories Administration staff). The official to whom the asset is issued undertakes that:
 - i. they will take strict and personal care of the asset at all times
 - ii. the property is to be used for official purposes only and/or permissible restricted private use
 - e) report as soon as possible through the [department's incident reporting system](#), or the incident reporting system used in the Indian Ocean Territory (IOT) and ensure that their relevant manager is advised of:
 - i. the loss or suspected loss of relevant property or accountable forms; and/or
 - ii. the theft or finding of any private property, relevant property or accountable forms
 - f) report their suspicions in accordance with the [AAI Fraud](#), if they become aware of, or suspect that a theft or other fraudulent activity has occurred

11. Personal use of relevant property may be approved in exceptional circumstances but such approval should be sought from the relevant Executive Director in advance. Where the costs of use of relevant property are borne by Corporate Services rather than the official's business division then prior approval must be sought from the Chief Operating Officer through the relevant Executive Director.
12. Officials are responsible for the security of any relevant property found on Commonwealth premises or in other containers and vehicles that are under the control of the Commonwealth and must take reasonable steps to safeguard the found property from loss.

Instructions to officials delegated to approve the disposal of assets

13. The disposal, direct sale, trade-in, swap or transfer of relevant property must comply with this AAI and can only be approved by:
 - a) Deputy Secretaries – with an unlimited written down value
 - b) Chief Operating Officer – with an unlimited written down value
 - c) Chief Financial Officer – with an unlimited written down value
14. Only these three officials can approve the disposal of assets and must ensure that, where economical to do so, relevant property is disposed of by:
 - a) transferring the relevant property (with or without payment) to another Commonwealth entity with a need for the relevant property; or
 - b) selling the relevant property at market price
15. The disposal of any relevant property that cannot be transferred or sold, must be an efficient, effective, economical and ethical use of Commonwealth resources that is consistent with the policies of the Commonwealth.
16. Officials delegated to approve the disposal of assets must:
 - a) ensure that the disposal of relevant property obtains the best net outcome for the Australian Government
 - b) be satisfied that the disposal of relevant property is able to withstand public scrutiny in terms of value for money as well as on probity and ethical grounds
 - c) have regard for the [Commonwealth Property Disposals Policy](#) issued by the Department of Finance
 - d) ensure there is to be no sale of relevant property to staff outside of a public process unless it is not economical to do so
 - e) ensure that proposals to dispose of relevant property, which could be of natural, cultural or historical significance, are referred to the Commonwealth Minister responsible for heritage prior to any action being taken
 - f) thoroughly document any disposals that are arranged, including consideration of maintenance of heritage values if applicable
 - g) ensure that any proceeds of a disposal are passed to the Receiver of Relevant Monies as soon as possible
 - h) ensure the disposal/sale of land complies with the requirements of the [Lands Acquisition Act 1989](#) and the [Environment Protection and Biodiversity Conservation Act 1999](#) and associated regulations and guidelines

Disposal of property found on Commonwealth Premises

17. Officials may only dispose of property (other than money) found on Commonwealth premises or in other containers or vehicles that are under the control of the Commonwealth, if the property is not claimed by its owners within three months from the date on which it was found.
18. If the property is live plants or animals, perishable goods, or articles that are, or could be, dangerous or noxious, officials may dispose of it at any time.

19. Officials must dispose of the property by sale, unless doing so is impracticable or undesirable in the public interest.
20. If the property has been disposed of by sale and the previous owner later makes a claim on the Commonwealth in respect of the property and this claim is proven, officials must ensure that the person is paid an amount equal to the sale amount less any amounts reasonably spent by the department for the storage, maintenance or disposal of the property.

Instructions to the Chief Financial Officer

21. The Chief Financial Officer is responsible for the overall accounting for the relevant property assets under the custody and control of the department including their reporting in the annual financial statements.
22. The Chief Financial Officer must ensure that:
 - a) proper assets registers are maintained
 - b) appropriate methods for valuing assets are determined
 - c) a regular stocktaking program is undertaken

Additional Instructions to Indian Ocean Territories Administration (IOTA)

23. All IOTA staff must report found, loss or damage to assets, relevant property and accountable forms to IOTA Corporate Services as soon as practical, by emailing Accounts-IOTA@infrastructure.gov.au.

Guidance and other relevant documents

- [Assets \(non-financial\) Accounting Policy and Guidelines](#)
- [Australian Government Intellectual Property Manual](#)
- [Capital Policy](#)
- [Commonwealth Procurement Rules](#)
- [Commonwealth Property Disposals Policy](#)
- [Commonwealth Property Management Framework](#)
- [Environment Protection and Biodiversity Conservation Act 1999](#)
- [Issue of Departmental It Mobility Equipment form](#)
- [Lands Acquisition Act 1989](#)
- [Resource Management Guide No. 203, General duties of officials](#)
- [Resource Management Guide No. 505, Funding Arrangements for Commonwealth Property](#)

Related AAls and delegation instruments

- [Accountable Authority Delegations](#)
- [AAI Fraud](#)

Effective date	20 November 2018
Approved by	Dr Steven Kennedy PSM, Secretary Under section 20A of the PGPA Act
Legislative requirements	PGPA Act: sections 15, 66-70 and 72 PGPA Rule: section 18
Content owner	Financial Management Team: assets@infrastructure.gov.au Office Services: office.services@infrastructure.gov.au



Australian Government

Department of Infrastructure, Transport, Regional Development and Communications

Accountable Authority Delegations 2020 (No.2)

**PUBLIC GOVERNANCE, PERFORMANCE AND ACCOUNTABILITY ACT 2013
PUBLIC GOVERNANCE, PERFORMANCE AND ACCOUNTABILITY RULE 2014
FINANCIAL FRAMEWORK (SUPPLEMENTARY POWERS) ACT 1997
ASSISTANCE FOR SEVERELY AFFECTED REGIONS (SPECIAL APPROPRIATION)
(CORONAVIRUS ECONOMIC RESPONSE PACKAGE) ACT 2020**

I, **SIMON ATKINSON**, Accountable Authority of the Department of Infrastructure, Transport, Regional Development and Communications (the department), make this instrument under sections 20A and 110 of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), subsection 32D(3) of the *Financial Framework (Supplementary Powers) Act 1997* (FF(SP) Act) and subsection 6(3) of the *Assistance for Severely Affected Regions (Special Appropriation) (Coronavirus Economic Response Package) Act 2020* (SAR Act).

1. With respect to the Chief Operating Officer and officials in the People, Governance & Parliamentary Division, the Communication & IT Division and the Finance & Legal Division of the department:
 - a. I delegate the powers, functions or duties specified:
 - i. in Column 2 of each table at Schedule 1 to the 2020 instrument to the officials performing from time to time the duties of a position specified in Columns 3 - 9 in each of those tables, subject to any conditions specified; and
 - ii. at paragraphs 1, 2 and 3 at Schedule 1 to the 2020 instrument to the officials performing from time to time the duties of a position specified in those paragraphs subject to any conditions specified; and
 - b. I delegate the powers under section 23 of the PGPA Act and sections 32B and 32C of the FF(SP) Act to persons from time to time holding, occupying or performing the duties of a position specified in Column 2 of Schedule 1, subject to the financial limit (if any) specified in Column 3 of Schedule 1 for the position and the restrictions (if any) specified in Column 4 of Schedule 1 for the position; and
 - c. I delegate the powers, duties and functions under the PGPA Act and the *Public Governance, Performance and Accountability Rule 2013* (PGPA Rule) specified in Column 2 of Schedule 2 to the persons from time to time holding, occupying or performing the duties of the positions specified in Column 4 of Schedule 2 in relation to the power, duty or function, subject to the restrictions or conditions (if any) specified in Column 5 of Schedule 2 for the position; and
2. With respect to officials other than those mentioned in section 1 of this instrument and section 1 of the 2020 instrument:
 - a. I delegate the powers under section 23 of the PGPA Act and sections 32B and 32C of the FF(SP) Act to persons from time to time holding, occupying or performing the duties of a position specified in Column 2 of Schedule 1, subject to the financial limit

- (if any) specified in Column 3 of Schedule 1 for the position and the restrictions (if any) specified in Column 4 of Schedule 1 for the position; and
- b. I delegate the powers, duties and functions under the PGPA Act and the PGPA Rule specified in Column 2 of Schedule 2 to the persons from time to time holding, occupying or performing the duties of the positions specified in Column 4 of Schedule 2 in relation to the power, duty or function, subject to the restrictions or conditions (if any) specified in Column 5 of Schedule 2 for the position; and
3. I delegate the power under section 5 of the SAR Act to the persons from time to time holding, occupying or performing the duties of the positions specified in Column 2 of Schedule 3, subject to the financial limit (if any) specified in Column 3 of Schedule 3 for the position and the restrictions (if any) specified in Column 4 of Schedule 3 for the position.
 4. Delegates exercising powers under clause 1(a) must do so in accordance with the directions specified in Schedule 2 to the 2020 instrument. I instruct under section 20A of the PGPA Act that, when doing so, delegates are to comply with the instructions given under section 20A to officials of the Department of Communications and the Arts as in force immediately before 1 February 2020 (despite anything to the contrary in the instructions given under section 20A to officials of the Department of Infrastructure, Transport, Regional Development and Cities as in force immediately before 1 February 2020).
 5. Delegates exercising powers under clauses 1(b), 1(c), 2 and 3 must do so in accordance with the following directions:
 - a. When exercising powers or performing functions or duties delegated under this instrument, delegates must indicate the capacity in which they are acting.
 - b. A power, function or duty delegated under this instrument may be exercised or performed only in a manner and in circumstances consistent with the requirements of the PGPA Act, the PGPA Rule, Accountable Authority Instructions and any other applicable law.
 - c. Except where otherwise specified, delegates may approve commitments of relevant money, or enter into, make, vary or administer an arrangement or grant, only in relation to matters within their duties, functions and responsibilities within the department, unless prior written approval from an appropriate delegate has been given.
 - d. A delegate (other than a delegate specified in item 1.01 or 1.02 of Schedule 1 or a delegate exercising a delegation under item 1.13, 1.14, 1.15 or 1.19 of Schedule 1) exercising a power under section 23 of the PGPA Act, may:
 - (i) enter into an arrangement in circumstances where there are insufficient funds available to the delegate to meet expenditure as it might become payable under the arrangement; or
 - (ii) vary or administer an arrangement in circumstances where there are insufficient funds available to the delegate to meet expenditure as it might become payable under the arrangement as varied or administered; or
 - (iii) approve a commitment of relevant money for which there are insufficient funds available to the delegate to meet the commitment as it might become payable;

only if prior approval of the arrangement, or the arrangement as varied or administered, or the commitment, is given by:

 - (iv) a delegate specified in item 1.01 or 1.02 of Schedule 1; or
 - (v) in relation to arrangements or commitments relating to the WestConnex concessional loan, a delegate specified in item 1.19 of Schedule 1.

- e. A delegate (other than a delegate specified in item 1.01 or 1.02 of Schedule 1 or a delegate exercising a delegation under item 1.13, 1.14, 1.15 or 1.19 of Schedule 1) exercising a power under section 32B or section 32C of the FF(SP) Act, may:
- (i) make an arrangement or grant in circumstances where there are insufficient funds available to the delegate to meet expenditure as it might become payable under the arrangement or grant; or
 - (ii) vary or administer an arrangement or grant in circumstances where there are insufficient funds available to the delegate to meet expenditure as it might become payable under the arrangement or grant as varied or administered;
- only if prior approval of the arrangement or grant, or the arrangement or grant as varied or administered, is given by:
- (iii) a delegate specified in item 1.01 or 1.02 of Schedule 1; or
 - (iv) in relation to arrangements relating to the WestConnex concessional loan, by a delegate specified in item 1.19 of Schedule 1.
- f. In exercising a power under item 1.01 of Schedule 1, or giving approval under clause 5(d) or 5(e), a delegate specified in item 1.01 must be satisfied that:
- (i) there are sufficient funds available to the delegate to meet the proposed expenditure likely to become payable during the period of the current appropriation and the forward estimates respectively in relation to the arrangement, grant or commitment; and
 - (ii) if the arrangement, grant or commitment extends beyond the forward estimates, the arrangement as a whole is likely to be financially sustainable.
- g. In exercising a power under item 1.02 or 1.19 of Schedule 1, or giving approval under clause 5(d) or 5(e), a delegate specified in item 1.02 or 1.19 must be satisfied that:
- (i) there are sufficient funds available to the delegate to meet the proposed expenditure likely to become payable during the period of the current appropriation and the forward estimates in relation to the arrangement, grant or commitment; and
 - (ii) if the arrangement, grant or commitment extends beyond the forward estimates, the arrangement as a whole is likely to be financially sustainable.
- h. A delegate may enter, vary or administer an arrangement for the receipt, custody or expenditure of other CRF money by a person who is outside the Commonwealth or a Commonwealth entity only if prior written approval for the arrangement has been given by the Chief Financial Officer or SES 1, Finance Branch. In giving such approval, the approver must be satisfied that the arrangement meets the requirements of subsection 29(2) of the PGPA Rule.
- i. When exercising a power, function or duty delegated by the Finance Minister to me, a delegate must act in accordance with any directions given to me by the Finance Minister.

Commencement

This instrument commences on signing.

Revocations

This instrument revokes:

- (a) the Accountable Authority Delegations 2019 (No.2) signed on 20 February 2019; and
- (b) section 2 of the 2020 instrument.

Definitions

In this instrument:

administered item means any of the following:

- (a) in relation to an annual Appropriation Act or proposed law before Parliament, an item specified as:
 - (i) an administered item; or
 - (ii) a State, ACT, NT and local government item; or
 - (iii) an administered assets and liabilities item for the department;
- (b) a special appropriation item as appropriated under a specific Act of Parliament for a specific purpose;
- (c) a Special Account that deals with amounts that are accounted for as ‘administered’;
- (d) each amount in the forward estimates classified as administered.

classified means classified under rules issued under section 23 of the *Public Service Act 1999*.

corporate or travel card undertaking means the undertaking that is signed by each cardholder to acknowledge that they have been issued with an Australian Government travel or corporate card and that they have read and understood the conditions governing the issue and use of the card.

departmental item means any of the following:

- (a) an item set out as a departmental item for the department in an annual Appropriation Act or a proposed law before the Parliament;
- (b) an item set out as an ‘other departmental item’ for the department in an annual Appropriation Act or a proposed law before the Parliament;
- (c) a Special Account that deals with amounts that are accounted for as ‘departmental’;
- (d) each amount in the forward estimates classified as departmental.

EL 1 means an employee of the department classified as Executive Level 1.

EL 2 means an employee of the department classified as Executive Level 2.

Finance Directors means the following employees in the Finance Branch:

- (a) Senior Director, Financial Accounting and Operations;
- (b) Director, Financial Operations.

Finance Minister's Delegation means the Public Governance, Performance and Accountability (Finance Minister to Accountable Authorities of Non-Corporate Commonwealth Entities) Delegation 2014 or any later instrument made by the Finance Minister delegating to Accountable Authorities functions and powers of the Finance Minister in the PGPA Act or the PGPA Rule.

forward estimates means:

- (a) before the Mid Year Economic and Fiscal Outlook, the validated estimates of expenses recorded in the central budget management system maintained by the Department of Finance for the 3 year period commencing at the beginning of the next Budget year; or
- (b) after the Mid Year Economic and Fiscal Outlook, the validated estimates of expenses recorded in the central budget management system maintained by the Department of Finance for the 4 year period commencing at the beginning of the next Budget year; or
- (c) estimates of expenses agreed to by the Department of Finance, in the absence of validated estimates in the central budget management system.

funds available to the delegate means:

- (a) in relation to expenditure that is to be paid out of a departmental item—the proportion of the relevant budget applicable to the delegate that is designated as departmental funds and is available for expenditure, ascertained on an accrual basis and having regard to previously made commitments;
- (b) in relation to expenditure that is to be paid out of an administered item—the proportion of the relevant budget applicable to the delegate that is designated as administered funds and is available for expenditure, ascertained on an accrual basis and having regard to previously made commitments.

relevant budget means the following:

- (a) in relation to a delegate specified in item 1.01—funds allocated to the department in the current year and over the forward estimates;
- (b) in relation to a delegate specified in item 1.02—funds allocated to the relevant division in the current year and over the forward estimates;
- (c) in relation to a delegate specified in item 1.03—funds allocated to the relevant Branch in the current year and over the forward estimates;
- (d) in relation to a delegate specified in all other items in Schedule 1—the proportion of funds allocated to the relevant Branch that is available to the delegate in the current year and over the forward estimates.

SES 1 means an employee of the department classified as Senior Executive Band 1.

SES 2 means an employee of the department classified as Senior Executive Band 2.

the 2020 instrument means Accountable Authority Delegations 2020 (No.1) signed on 1 February 2020.

WestConnex concessional loan means the loan made pursuant to the WestConnex M5 Subordinated Commonwealth Loan Agreement dated 20 November 2015 between the Commonwealth of Australia and WCX M5 Finco Pty Ltd (ABN 65 606 993 462).

WestConnex M5 Subordinated Lender Disbursement Account means the Subordinated Lender Disbursement Account referred to in the WestConnex M5 Subordinated Commonwealth Loan Agreement.

WestConnex M5 Subordinated Lender Debt Service Account means the Subordinated Lender Debt Service Account referred to in the WestConnex M5 Subordinated Commonwealth Loan Agreement.

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Dated: 15/4/20

Simon Atkinson
 Accountable Authority
 Department of Infrastructure, Transport, Regional Development and Communications

Notes to Schedules

- (a) In respect of travel expenditure, prior approval in accordance with the Accountable Authority Instruction on Travel is required.
- (b) Legal settlements may only be approved in accordance with the *Legal Services Directions 2017*. As of the date of this instrument, the only delegates who can approve legal settlements are a Deputy Secretary or the Chief Operating Officer.
- (c) All financial limits are inclusive of GST.
- (d) Financial limit applies to departmental and administered funds unless otherwise specified.
- (e) In exercising or performing powers, functions or duties delegated under this instrument, and carrying out their responsibilities, delegates must follow any instructions that I may give.
- (f) The Chief Financial Officer may apply specific procurement and payment approval limits in SAP where the financial limit is stated as 'funds available to the delegate'. The SAP limits applied are listed at Appendix A.

Schedule 1

Delegation of powers to enter, vary or administer arrangements relating to the affairs of the department and to approve the commitment of relevant money for which the Accountable Authority of the department is responsible

This delegation applies to the delegates specified in column 2 only if the arrangement or grant as made, entered into, varied or administered will not involve, or be likely to involve, a total amount exceeding the amount (if any) specified in column 3.

Note: the general delegations in Part A apply except where a delegate is exercising a delegation specified in Part B.

Column 1 Item	Column 2 Position	Column 3 Financial Limit	Column 4 Restriction (in addition to Directions to delegates)
Part A: General Delegations (whole department)			
1.01	Deputy Secretary Chief Operating Officer Chief Financial Officer SES 1, Finance Branch	None	None
1.02	SES 2	Funds available to the delegate	None
1.03	SES 1	Funds available to the delegate	None
1.04	EL 2	\$80,000 (unless otherwise specified in this instrument)	None
1.05	EL 1	\$10,000 (unless otherwise specified in this instrument)	None
1.06	Business Manager	\$100,000 for the relevant business division	Departmental funds only
1.07	Executive Assistant	\$5,000	Departmental funds only

Column 1 Item	Column 2 Position	Column 3 Financial Limit	Column 4 Restriction (in addition to Directions to delegates)
1.08	Corporate and travel credit card holders	The limit specified for a particular card holder in corporate or travel card undertaking for the card holder	No cash withdrawals
Part B: Specific Delegations (Responsible Area)			
Executive			
1.09	Executive Assistant to the Secretary	\$10,000	Departmental funds only
Area(s) with responsibility for corporate services			
1.10	EL2 with responsibility for property	\$3,000,000	For rent and property operating expenses: departmental funds only
1.11	Property Financial Officer in area with responsibility for property	\$5,000	For rent and property operating expenses: departmental funds only
1.12	SES 1 with responsibility for communications	Funds allocated for a media campaign relating to the responsibilities of a division of the department	For expenses related to the particular media campaign: administered funds only
1.13	Finance Directors	\$400,000	For labour hire work orders and invoices for any business division: departmental funds only
1.14	EL 1 responsible for procurement	\$200,000	For labour hire work orders and invoices for any business division: departmental funds only
1.15	APS 6 responsible for procurement	\$30,000	For labour hire invoices for any business division: departmental funds only
1.16	Finance Manager in area responsible for information services	\$50,000	Departmental funds only

Column 1 Item	Column 2 Position	Column 3 Financial Limit	Column 4 Restriction (in addition to Directions to delegates)
Area(s) with responsibility for infrastructure			
1.18	EL 2 with responsibility for managing WestConnex concessional loan	Funds available to the delegate	Authorisation of payments from consolidated revenue to, and withdrawals from, the WestConnex M5 Subordinated Lender Disbursement Account and WestConnex M5 Subordinated Lender Debt Service Account only
1.19	SES 1 with responsibility for managing WestConnex concessional loan	Funds available to the delegate	Arrangements, including the authorisation of payments, relating to the WestConnex concessional loan only
1.20	SES 1 (besides SES 1 referred to in item 1.19)	Funds available to the delegate	Authorisation of payments from consolidated revenue to, and withdrawals from, the WestConnex M5 Subordinated Lender Disbursement Account and WestConnex M5 Subordinated Lender Debt Service Account only
Area(s) with responsibility for aviation and airports			
1.21	EL 2 with responsibility for airport environment officers	\$200,000	Administered funds only
1.22	EL 2 with responsibility for parking infringement notices	\$200,000	Administered funds only
1.23	Australian representative on the International Civil Aviation Organization (ICAO) Council	\$50,000	Departmental funds only
1.24	Australian nominee to the Air Navigation Commission and alternate Australian representative on the ICAO Council	\$50,000	Departmental funds only
1.25	EL 2 with responsibility for regional aviation programs	\$400,000	Administered funds only

Column 1 Item	Column 2 Position	Column 3 Financial Limit	Column 4 Restriction (in addition to Directions to delegates)
Area(s) with responsibility for regional development			
1.26	EL 2 with responsibility for regional programs or regional policy	Funds available to the delegate	Administered funds only
1.27	EL 1 with responsibility for regional programs or regional policy	\$200,000	Administered funds only
Area(s) with responsibility for territories			
1.28	EL 2	\$500,000	Administered funds only
1.29	EL 1	\$200,000	Administered funds only
1.30	EL 1 with responsibility for capital or major projects	\$250,000	Administered funds only
1.31	Manager, IOT Power Service Senior Operations Manager, IOT Corporate Service Manager, IOT	\$100,000	Administered funds only, excluding domestic travel
1.32	Administrator, Norfolk Island	\$50,000, except for official hospitality which is \$5,000	Administered funds only
1.33	Manager, IOT Health Services	\$50,000, except arrangements or commitments for medical evacuation. For such arrangements or commitments: \$100,000	Administered funds only, excluding domestic travel
1.34	Director, Public Health and Medicine, IOT Nurse Manager, Cocos (Keeling) Islands, Home Island District Medical Officer, Cocos (Keeling) Islands Director of Nursing and Community Health, IOT	\$20,000 except arrangements or commitments for medical evacuation. For such arrangements or commitments: \$100,000	Administered funds only, excluding domestic travel

Column 1 Item	Column 2 Position	Column 3 Financial Limit	Column 4 Restriction (in addition to Directions to delegates)
Area(s) with responsibility for territories (continued)			
1.35	Territories Executive 1, IOT	\$20,000	Administered funds only, excluding domestic travel
1.36	Territories Executive 2, IOT Business Managers, IOT Operations Managers, IOT	\$50,000	Administered funds only, excluding domestic travel
1.37	Director, IOT Administration Manager, IOT Health Services District Medical Officer, Cocos (Keeling) Islands Director, Public Health and Medicine, IOT	\$5,000	Administered funds only for domestic travel relating to the Patient Assisted Travel Scheme and travel for visiting medical staff
1.38	APS 6	\$100,000	Administered funds
1.39	APS 6 with responsibility for contracts and procurement, JBT	\$100,000 administered funds except for departmental funds which is \$10,000	\$100,000 administered funds, \$10,000 departmental funds only
1.40	Administrator, IOT	\$50,000 except for official hospitality which is \$5,000	Administered funds only
Area(s) with responsibility for Western Sydney Airport			
1.41	Business Manager	\$200,000	Administered funds only

Schedule 2

Delegation and subdelegation of other powers, functions and duties under the PGPA Act and PGPA Rule

Column 1 Item	Column 2 Power or Function	Column 3 Description of power or function	Column 4 Position	Column 5 Condition/ Restriction
2.01	Section 36 PGPA Act	To prepare budget estimates	Chief Financial Officer SES 1, Finance Branch	In accordance with any written Finance Secretary directions
2.02	Section 53 PGPA Act	To enter into agreements with any bank relating to the conduct of banking business of the Commonwealth, including opening and maintaining bank accounts inside Australia	Chief Financial Officer SES 1, Finance Branch Finance Directors	see Finance Minister's Delegation
2.03	Subsection 56(2) PGPA Act	To enter into an agreement for borrowing money	Chief Financial Officer SES 1, Finance Branch Finance Directors	Only agreements for the issue to, and use by, the Commonwealth of credit card or credit vouchers
2.04	Section 60 PGPA Act	To authorise an indemnity, guarantee or warranty on behalf of the Commonwealth	Chief Operating Officer Chief Financial Officer SES 1, Finance Branch Finance Directors	see Finance Minister's Delegation
2.05	Section 63 PGPA Act	To modify the terms and conditions on which an amount owing to the Commonwealth is to be paid to the Commonwealth, allow payment by instalments, or defer the time for payment of an amount owing to the Commonwealth	Chief Financial Officer SES 1, Finance Branch Finance Directors	No limit No limit \$50,000 see Finance Minister's Delegation
2.06	Section 63 PGPA Act	To allow payment by instalments, or defer the time for payment of an amount owing to the Commonwealth	EL 2 with responsibility for JBT administration Operations Manager in the JBT Office	Only in relation to amounts owing for provision of services in the JBT no greater than \$1,000 see Finance Minister's Delegation

Column 1 Item	Column 2 Power or Function	Column 3 Description of power or function	Column 4 Position	Column 5 Condition/ Restriction
2.07	Section 63 PGPA Act	To allow payment by instalments, or defer the time for payment of an amount owing to the Commonwealth	Corporate Service Manager, IOT EL 2 with responsibility for IOT administration	Only in relation to amounts owing for provision of services in the IOT no greater than \$1,000 see Finance Minister's Delegation
2.08	Section 63 PGPA Act	To allow payment by instalments, or defer the time for payment of an amount owing to the Commonwealth	Executive Officer, Norfolk Island	Only in relation to amounts owing for provision of services on Norfolk Island no greater than \$1,000 see Finance Minister's Delegation
2.09	Section 66 PGPA Act	To make a gift of relevant public property	Chief Operating Officer Chief Financial Officer SES 2 SES 1, Finance Branch	see Finance Minister's Delegation
2.10	Section 77 PGPA Act	To be satisfied that there is no appropriation for a repayment	Chief Financial Officer SES 1, Finance Branch Finance Directors SES 1 with responsibility for vehicle safety standards	None None \$500,000 Only in relation to fully paid used import plate fees collected under the <i>Motor Vehicle Standards Regulations 1989</i> , where the Registered Automotive Workshop (RAW) advises that it does not intend to plate the vehicle and no greater than \$50,000
2.11	Section 10 PGPA Rule	Take reasonable measures to prevent, detect and deal with fraud	Chief Operating Officer SES 2 responsible for integrity SES 1 responsible for integrity	None

Column 1 Item	Column 2 Power or Function	Column 3 Description of power or function	Column 4 Position	Column 5 Condition/ Restriction
2.12	Section 11 PGPA Rule	Pursue recovery of a debt, and make a decision in accordance with s 11 not to pursue recovery of a debt	Chief Operating Officer Chief Financial Officer SES 1, Finance Branch	None
			Senior Director, Financial Accounting and Operations	Power to decide not to pursue recovery of a debt only to be exercised in relation to debts of \$50,000 or less
2.13	Section 25 PGPA Rule	Authorise the payment to the person who the delegate considers should receive the payment, of an amount which, at the time of a person's death, the Commonwealth owed to the person	Chief Financial Officer SES 1, Finance Branch SES 2 with responsibility for human resources SES 1 with responsibility for human resources	see Finance Minister's Delegation

Schedule 3

Delegation of power to enter into agreements setting out the terms and conditions on which money is payable under the SAR Act

This delegation applies to the delegates specified in column 2 only if the arrangement or grant as made, entered into, varied or administered will not involve, or be likely to involve, a total amount exceeding the amount (if any) specified in column 3.

Note: the general delegations in Part A apply except where a delegate is exercising a delegation specified in Part B.

Column 1 Item	Column 2 Position	Column 3 Financial Limit	Column 4 Restriction (in addition to Directions to delegates)
3.01	Deputy Secretary Chief Operating Officer Chief Financial Officer SES 1, Finance Branch	None	None
3.02	SES 2	Funds available to the delegate	None
3.03	SES 1	Funds available to the delegate	None

SAP Financial Limits Approved by the Chief Financial Officer

Limits applied in SAP relating to the Accountable Authority Delegations (AAD), Schedule 1 and 3:

Delegation of powers under section 23 of the *Public Governance, Performance and Accountability Act 2013* to enter, vary or administer arrangements relating to the affairs of the department and to approve the commitment of relevant money for which the Accountable Authority of the department is responsible.

Delegation of power to enter into agreements setting out the terms and conditions on which money is payable under the SAR .

SAP limits are applied as a system control where the AAD delegation limit is stated as 'limit of funds available to the delegate', or similar, as listed below (Column 4). Changes to these limits, including short term increases, may be approved by the Chief Financial Officer within the overall scope of the AAD.

Column 1 AAD Item	Column 2 Position	Column 3 i-Delegate Limitation	Column 4 SAP Financial Limit	Column 5 Application
Part A: General Financial Limits (Whole Department)				
	Secretary	Limit of funds available - SAP limit (B) applies	\$100 Million Departmental \$1 Billion Administered	
1.01	Deputy Secretary Chief Operating Officer Chief Financial Officer SES 1, Finance Branch	Limit of funds available - SAP limit (B) applies	\$100 Million Departmental \$1 Billion Administered	
1.02	SES 2	Limit of funds available - SAP limit (J) applies	\$6 Million Departmental \$20 Million Administered	Applies to all SES 2s with the official delegation limit of "Funds available to the delegate", unless separately identified in Part B below.
1.03	SES 1	Limit of funds available - SAP limit (D) applies	\$1 Million Departmental \$4 Million Administered	Applies to all SES 1s with the official delegation limit of "Funds available to the delegate", unless separately identified in Part B below.
Part B: General Financial Limits (Responsible Area)				
Corporate Services				
1.02	SES 2, People, Governance, Parl & Comm	Limit of funds available - SAP limit (V) applies - to be updated in iDelegate	\$100 Million Departmental \$20 Million Administered	

Column 1 AAD Item	Column 2 Position	Column 3 i-Delegate Limitation	Column 4 SAP Financial Limit	Column 5 Application
1.03	SES 1, Human Resources and Property	Limit of funds available - SAP limit (K) applies - to be updated in iDelegate	\$100 Million Departmental \$4 Million Administered	
1.03	SES 1, Chief Information and Security Officer	Limit of funds available - SAP limit (F) applies	\$10 Million Departmental \$10 Million Administered	
1.12	SES 1, Communication	Limit of media campaign - SAP limit (E) applies	\$1 Million Departmental \$20 Million Administered	
Infrastructure Investment				
1.02	SES 2, Infrastructure Investment	Limit of funds available - SAP limit (R) applies	\$6 Million Departmental \$1 Billion Administered	
1.03	SES 1, Infrastructure Investment	Limit of funds available - SAP limit (G) applies	\$1 Million Departmental \$500 Million Administered	Applies to all SES 1s in Infrastructure Investment
COVID Aviation Issues Management				
1.02	SES 2, COVID Aviation Issues Management	Limit of funds available - SAP limit (I) applies	\$6 Million Departmental \$100 Million Administered	Applies to all SES 2s in COVID Aviation Issues Management
1.03	SES 1, COVID Aviation Issues Management	Limit of funds available - SAP limit (Q) applies	\$1 Million Departmental \$10 Million Administered	Applies to all SES 1s in COVID Aviation Issues Management
COVID Aviation Response Programs				
1.02	SES 2, COVID Aviation Response Programs	Limit of funds available - SAP limit (I) applies	\$6 Million Departmental \$100 Million Administered	
1.03	SES 1, COVID Aviation Response Programs	Limit of funds available - SAP limit (Q) applies	\$1 Million Departmental \$10 Million Administered	Applies to all SES 1s in COVID Aviation Response Programs
Regional Development and Local Government				
1.02	SES 2, Regional Development and Local Government	Limit of funds available - SAP limit (R) applies	\$6 Million Departmental \$1 Billion Administered	
1.03	SES 1, Regional Development and Local Government	Limit of funds available - SAP limit (U) applies	\$1 Million Departmental \$1 Billion Administered	Applies to all SES 1s in Regional Development and Local Government.
1.26	EL 2, Regional Programs Branch and Regional Policy Branch	Limit of funds available - SAP limit (W) applies	\$80,000 Departmental \$1 Million Administered	Applies to all EL 2 Regional Programs, with the official delegation limit of "Funds available to the delegate".
Territories				
1.02	SES 2, Territories	Limit of funds available - SAP limit (I) applies	\$6 Million Departmental \$100 Million Administered	

Column 1 AAD Item	Column 2 Position	Column 3 i-Delegate Limitation	Column 4 SAP Financial Limit	Column 5 Application
1.03	SES 1, Territories	Limit of funds available - SAP limit (H) applies	\$1 Million Departmental \$100 Million Administered	Applies to all SES 1s in Territories.
Western Sydney Unit				
1.02	SES 2, Western Sydney Unit	Limit of funds available - SAP limit (N) applies	\$50 Million Departmental \$150 Million Administered	
1.03	SES 1, Rail and City Deal Implementation	Limit of funds available - SAP limit (L) applies	\$1 Million Departmental \$80 Million Administered	
1.03	SES 1, Program and Shareholder Management	Limit of funds available - SAP limit (M) applies	\$50 Million Departmental \$4 Million Administered	
1.03	SES1, Communications, Environment and Legal	Limit of funds available - SAP limit (O) applies	\$50 Million Departmental \$50 Million Administered	
Inland Rail and Rail Policy				
1.02	SES 2, Inland Rail and Rail Policy	Limit of funds available - SAP limit (P) applies	\$6 Million Departmental \$200 Million Administered	
1.03	SES 1, Inland Rail and Rail Policy	Limit of funds available - SAP limit (H) applies	\$1 Million Departmental \$100 Million Administered	Applies to all SES 1s in Inland Rail and Rail Policy.



Australian Government

Department of Infrastructure and Regional Development

Asset Management Framework

Financial Services Branch

August 2017

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Chapter 1: Executive Summary

This Asset Management Framework (the Framework) is a key supporting document to the Department of Infrastructure and Regional Development's (the Department's) strategic management of non-financial assets.

It draws upon best practice set out in the Australian National Audit Office (ANAO) *Better Practice Guide on the Strategic and Operational Management of Assets by Public Sector Entities* ("BPG").

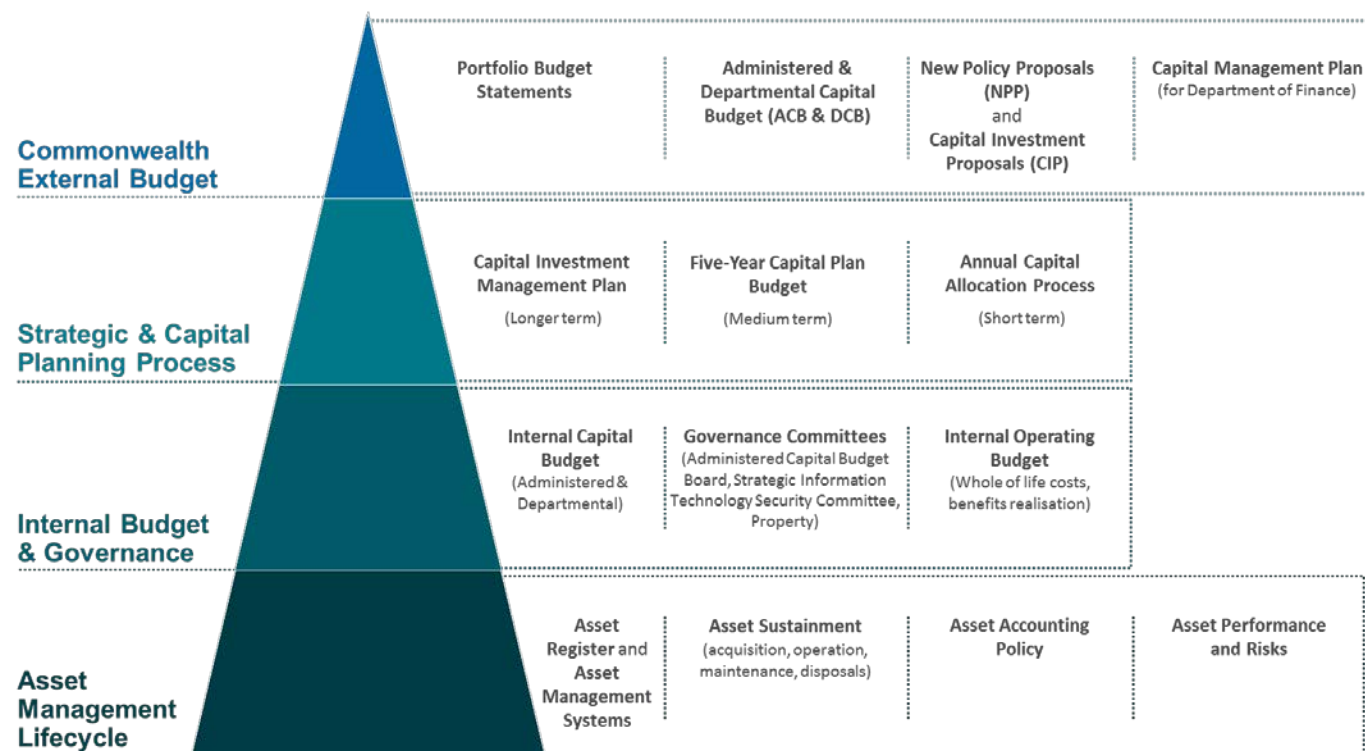
It is a comprehensive framework that ensures all elements of asset management life cycle planning are in place to enable the vision of delivering safe, secure and sustainable assets. It is based on sound asset management principles.

The Framework, shown below, intends to bring together the functional relationships between key corporate planning activities and asset management, allowing key strategic goals to be integrated with the asset portfolio to meet the Department's program delivery requirements.

The Framework can be practically applied so that the:

- Asset management strategy (outlined in this document) describes how the Department's strategic intent will be implemented to meet service delivery needs as it relates to the Administered and Departmental asset portfolio;
- Capital Management Plan details how the asset management strategy will be operationalised;
- Asset Accounting Policy provides a consistent basis for the Department's internal control environment and financial reporting related to assets; and
- Asset Register and other Asset Management Systems can be used for capturing and monitoring both financial and non-financial information in respect of performance, risk mitigation and accountability measures.

Asset Management Framework



Chapter 2: Introduction

The Department's asset management framework integrates key corporate planning activities with asset management. This enables the Department's strategic goals to be aligned with the Administered and Departmental asset portfolio to fulfil the organisation's program outcomes.

2.1 Objective

The primary objective of strategic asset management is to develop and maintain an asset portfolio that contains an optimal mix of assets to efficiently meet program delivery requirements'.¹ The primary objective of this Framework is to provide a high-level summary of the Department's overarching approach to asset management.

The Framework covers both departmental and administered assets and defines core asset management roles and responsibilities. It provides linkages to current documentation such as the strategic asset management framework (for administered assets), administered asset management plans and capital management plans.

2.2 Asset Management Principles

The key principles of asset management incorporated in this framework include:

- asset acquisition, disposal and lifecycle management decisions are integrated into the Department's strategic and organisational planning;
- asset planning decisions are based on an evaluation of alternatives, which assess risks and benefits, to apply the Government's core procurement principal of value for money across the asset lifecycle;
- an effective internal control structure is established for asset management;
- accountability is established for asset condition, risk, use and performance; and
- disposal decisions are based on analysis of which method will achieve the best available net return to the Commonwealth.


These five overarching principles reflect better practice contained in the ANAO BPG and adopted by Australian government agencies.

2.3 Governance

Capital management is an integral responsibility of Accountable Authorities in meeting accountability and stewardship requirements under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) and supporting rules.

The Framework also refers to the Department's Asset Accounting Policy which defines the accurate recording and monitoring of assets to enable the effective management of assets to deliver upon strategic goals throughout the asset management lifecycle.

¹ ANAO Better Practice Guide on the Strategic and Operational Management of Assets by Public Sector Entities, September 2010, p. 16



The Department's Administered Capital Budget (ACB) Board oversees the strategic direction and management of administered territories assets by considering new asset acquisitions or replacements. The ACB Board process applies to all bids seeking administered capital funding for assets in administered territories, including those with New Policy Proposal (NPP) funding, to ensure the appropriate allocation of funding.

For departmental assets, governance is provided by the Strategic Information Technology Security Committee for IT assets. The Chief Financial Officer confirms the availability of funding for IT, property and other assets. The Chief Operating Officer (COO) provides recommendations to the Secretary for property assets. The Secretary ultimately approves the capital budget for departmental and administered assets.

2.4 Asset Portfolio

The Local Government and Territories (LGT) Division's administered asset portfolio represents the bulk of the Department's asset base. Accordingly, implementing appropriate arrangements for those assets is a major component of the Department's asset management framework. However, it is important that this is operationalised within the context of the Department's overarching strategic asset management arrangements.

2.5 External influences

The Framework is influenced by internal and external stakeholders, government legislation and policies, and other external factors such as economic, environmental and social factors.

3.1.1 Annual Capital Allocation Process

The Department prepares capital plans for both departmental and administered assets annually. The plans are updated in line with annual budgets and are provided to the Department of Finance.

Bids for administered capital funding are submitted using a Capital Project Funding Bid template with an accompanying business case. The template covers significance of the project, risk options, deliverables and resources. The bid template refers to the asset register for asset details and seeks information on asset performance indicators and asset condition.

Bids for departmental capital funding may use the Department's capital costing worksheet when proposing capital projects for approval.

3.1.2 Five-year Capital Plan Budget

The five-year capital planning process provides a strategic outlook on asset management for the medium term. It is a key mechanism by which the Department practically implements the strategic goals for the asset portfolio at an individual asset level. The process includes:

- Obtaining input of planned asset acquisitions, identified by core work areas responsible for departmental and administered assets; through the annual internal capital bid process; and
- the following quality assurance controls:
 - Alignment with priorities in the Department's IT Strategic Plan;
 - Links to capital investment triggers through the asset register;
 - Analysis of high value assets;
 - Integrity check to ensure alignment with external estimates; and
 - CFO approval.

3.1.3 Capital Investment Management Plan

The purpose of the proposed Capital Investment Management Plan (CIMP) is to provide a strategic, high-level forward looking strategy for the Department that will integrate capital asset replacement within the sustainable forward-looking budgeting and planning framework.

The intention of the CIMP is to provide a strategic view of where the Department is committing, and will be required to commit, investment resources over the next 10 (or longer) years. This will also assist to:

- determine whether asset replacements can be funded internally or whether additional funding is required;
- identify where negotiations need to begin with the Department of Finance on amending the Administered and Departmental Capital Budgets across the forward estimates;
- prioritise capital acquisitions to ensure the organisation's capital program is affordable across the forward estimates and beyond; and
- enable the organisation to maintain adequate cash reserves to fund capital asset replacements.

3.2 Internal Budget and Governance Process

3.2.1 Internal Capital Budget and relevant governance committees

Administered Capital Budget (ACB) Investment Process

The ACB funds the purchase of new and replacement assets and upgrades to existing assets within the external territories of Christmas Island Cocos (Keeling) Islands, Jervis Bay Territory and Norfolk Island.

The decision-making process to allocate administered capital funding is undertaken by the ACB Board. Business cases are prepared by relevant project managers, with an internal evaluation panel convened to assess each business case against pre-determined criteria, using a risk rating methodology. Projects are prioritised and recommended to the Delegate for funding. To ensure that funding is used in the most effective and efficient manner, an evaluation plan is developed which outlines the processes to be followed in allocating the ACB, including the key selection criteria to be considered in assessing which projects should be funded.

IT Capital Investment Proposals

The Strategic Information Technology and Security Committee (SITSC) is the Department's peak ICT advice and governance body and has responsibility for providing a framework to oversee IT Capital Investment proposals.

A proposal for investment is created by the business area by submitting a Business Case Proposal (BCP). Once cleared by Chief Information Officer (CIO), the BCP is presented to the SITSC for endorsement. SITSC endorsed BCPs once cleared by the Secretary are assigned budget and approval to proceed.

Property Investment Proposals

The Commonwealth Property Management framework ensures efficient, effective, economical and ethical property management. The Department supports the framework and ensures adherence to key legislation that interacts with property management. These include:


- *Australian Capital Territory Planning and Land Management Act 1988;*
- *Land Acquisition Act 1989;*
- *Public Works Committee Act 1969; and*
- *Environment Protection and Biodiversity Conservation Act 1999.*

All property related investment proposals are cleared by the COO prior to Secretary approval and budget allocation.

3.2.2 Internal Operating Budget

Whole of life cycle costings

Life cycle costing helps decision making based on total expenditure required, encompassing acquisition, operation and maintenance, capital upgrades and disposal over the anticipated life of an asset.



The Department performs high level calculations of overall life cycle costs especially for significant value assets such as ports, airports and power stations that require substantial maintenance and operating costs. The full life cycle costing will help inform the true overall cost of owning and maintaining assets².

Capital Asset Model

A spreadsheet model is used to forecast depreciation expenses and to indicate when assets are nearing the end of their useful life. This is used for the preparation of the external budget and provides a basis for the development of the departmental Capital Management Plan.

3.3 Asset Management Lifecycle

3.3.1 Asset Register

The correct application of asset management policies directly impacts upon the accuracy of information contained in the SAP Asset Register. In turn, depreciation, re-life, disposal and maintenance decisions are influenced by this information. This operational perspective feeds into the strategic decision making reflected in the Capital Investment Budget.

The current SAP Asset Register contains information that is required for asset accounting and is considered useful for practical asset management. The asset register is kept up to date via regular stocktakes and valuations performed with the intent of verifying the existence of assets and to ensure that assets are recorded at fair value.

3.3.2 Asset Management System

An effective asset management system provides current and accurate information, is accessible to potential users, supports predictions of capital budget and informs management decisions on asset refurbishment.

On-the-ground managers of major assets have forward plans (often developed through their maintenance management software) that extend to 20 years or more in some cases, and encompass minor replacements and major upgrades.

3.3.3 Asset Accounting Policy

The Department has an Asset Accounting Policy and Accountable Authority Instructions which documents the policies, procedures and guidelines for the management of assets.

² Internal Audit Report: Governance Arrangements and Control Frameworks for Territories Responsibilities, June 2014, p 15, 30

3.3.4 Asset Sustainment

Acquisition

Asset acquisition practices need to ensure the Department is obtaining best value for money and that acquisition decisions are made with appropriate consideration of transparency and accountability principles and are linked to delivering one of the portfolio's outcomes.

The Commonwealth Procurement Rules and the Procurement Procedures cover requirements relating to the spending of public money and are applicable to the purchase of assets.

Operations

Maintaining the service potential of assets over their useful life involves day-to-day decisions concerning the risks associated with asset non-performance. The decision to repair, maintain, upgrade and/or replace an asset requires business areas to consider the risks associated with unexpected failure of an asset to meet its service potential.

Asset condition, asset accountability and accounting decisions such as stocktaking, expected useful life, revaluation and impairment need to be continuously reviewed over the course of an asset's life.

Revaluations

Under AASB 116, the department must regularly re-assess the carrying amount of its assets to their fair value. Fair value is the cost for which an asset could be exchanged between knowledgeable, willing parties in an arm's length transaction.

Impairment and useful life

Each year, the Department must assess whether its assets are impaired (i.e. assets are recorded in the asset register at higher than their recoverable amount). To address this requirement, the Department requests business areas to assess impairment of assets as part of the annual stocktake process. Business areas are asked to determine whether any assets are impaired.

Stocktaking

Correct stocktaking on a regular basis (annual) is an essential element of asset management and accountability. The Department's Stocktake Procedure Manual provides guidance relating to stocktake of the assets and the timetable for completion.

Disposal

Assets that are surplus to requirements, have reached the end of their useful life or are unserviceable should be disposed. In the decision process, business areas should consider the risk to service levels if an asset becomes unserviceable or unable to maintain its capacity. The cost of ongoing maintenance is another important consideration.

3.3.5 Asset Performance

Asset Performance indicators typically take a multi-dimensional view of the asset's contribution to meeting program delivery requirements. This includes consideration of the functionality, operational importance and usage of the asset.

Asset performance measurement in the Department will provide a tool for managing its asset portfolio and assist in meeting its program delivery requirements.

3.3.6 Asset Risks

Asset management should translate the organisation's objectives into asset-related decisions, plans and activities, using a risk based approach. The Department's risk register does not currently capture asset related risk. For example, risk of performance/asset failure. However, risk mitigation is used as a key factor in deciding on capital investment priorities, for both administered and departmental capital expenditure.

3.4 Asset Management Roles and Responsibilities

The key asset management roles provide strategic advice, direction and support for the management, maintenance and development of effective asset management and the identification of future requirements covering the entire asset lifecycle. The key roles are:

- The Secretary;
- The Chief Financial Office
- Deputy Chief Financial Officer;
- The Chief Accountant;
- The Asset Accounting Section;
- Asset Managers - both internal and external service providers; and
- The Divisional Units.

Refer to Department's Asset Accounting Policy for further information.



Letter Templates

Guidance

Please find below templates for the both preferred and non-preferred letters as well as successful and unsuccessful letters. A preferred letter allows the Department to approach a non-preferred supplier at a later stage should negotiations with a preferred supplier fail. These letters will require a final successful/unsuccessful letter to be sent when a final contract has been negotiated.

These templates may be modified as required and are suitable for both tender and quote processes. For complex or high risk procurements officers may like to seek legal advice on the most appropriate wording contained within a letter.



SUCCESSFUL
Letter.docx



UNSUCCESSFUL
Letter.docx



Preferred Supplier
YES Letter.docx



Preferred Supplier
NO Letter.docx

Please save this document to your drive prior to attempting to open the word templates above.



Panel Procurement Plan

[Procurement Title]

Guidance

Please note that this template is designed for use when establishing a new panel arrangement. If you are procuring from an existing panel arrangement then please use the Simple Procurement Plan template.

As a panel arrangement is a complex procurement process, completing this planning template is highly recommended. The establishment of a panel should only be considered if the goods and/or services are procured on a frequent basis. Please complete this template if planning to establish a panel and remove all guidance material below, this is displayed in blue italics. The completed plan should be sent to the financial delegate for approval, and once approved the panel registered in SAP and online approvals sought.

1. Procurement Description

Please provide general description of the goods and/or services that will be procured off the panel arrangement

2. Justification for Procurement

Explain why the procurement should be undertaken and how it delivers value for money. Please also explain why a panel arrangement is the most effective and efficient way of procuring the desired goods and/or services. The decision to establish a panel should be made having regard to whether:

- there is sufficient demand in the Department to warrant the establishment of a panel*
- a panel will deliver best value for money, will contracting with a single supplier deliver better value for money*
- the cost of establishing and managing the panel is outweighed by the benefits, such as a streamlined procurement process*
- there is a sufficient number of potential suppliers in the market*

Set out resourcing requirements, a list of stakeholders and a cost-benefit analysis if required.

3. Scope of Panel

Panels are usually established for a recurring need, so the scope of the property or services is often defined in broad terms. What to include within the scope of the panel arrangement needs to be defined early in the planning phase. If the scope is defined too broadly it may create excessive work in evaluating submissions and managing the panel. If the scope is defined too narrowly it may reduce the benefits of the panel for the agency. Where more than one type of property or service is to be included in a panel, the structure of the panel arrangement needs to be considered. An agency could, for example, decide to divide a panel into different categories or sub-panels to reflect the different types of property or services required, particularly if not all potential suppliers can supply all categories. Defining the scope of the panel is a critical component in the panel establishment phase, you need to let the market know exactly what it is that you require. Once the panel is established, goods and services that are not included in the Deed of Standing Offer cannot be purchased off the panel arrangement. So a careful consideration of the goods and services that may be required is essential.

Researching the market may be required to assist the procurement official to understand how the market works, competition within the market, recent developments, supply issues and innovation opportunities. For more information on market research please see the section on Researching the Market in the Department's Procurement Manual.

The final number of panellists will not be decided until the evaluation process is completed. However, an agency should anticipate what it considers to be the optimal number of panellists for each proposed panel. Issues to consider when deciding on a preferred number of panellists include:

- a. the market characteristics: what is the size of the market?; who are the likely suppliers and their customers?; where are they located?; is the market undergoing change?;*
- b. the type of property or services being purchased;*
- c. the amount of work that is likely to be generated by the agency over the term of the panel;*
- d. the need to provide choice of providers for users; and*
- e. flexibility in case some panellists withdraw or do not perform adequately.*

4. Total Cost (GST Inclusive)

As with other procurements, the value of a panel arrangement needs to be estimated to determine whether it is over the relevant procurement threshold. Generally, panel arrangements exceed the procurement threshold of \$80,000. The value of a panel is the estimated total value of the property or services that may be procured from all members of the panel over the life of the panel arrangement. That is, the threshold is not the amount of each separate contract under the panel. The panel arrangement will need approval from delegate who had the appropriate level of delegation in the Accountable Authority Delegations.

Where a line area is unable to ascertain the total value of the panel arrangement, approval may be provided for the scope and purpose of the standing offer arrangement (e.g. the supplier and cost per unit). In particular, the approver should consider the specific terms of the Deed of Standing Offers under the panel arrangement and ensure that the proposed arrangement would be a proper use of Commonwealth resources if purchases are made under the deed.

5. Procurement Method and Reason

The three main tendering processes available for establishing a panel are:

- Open tender*
- Prequalified tender from a expression of interest process*
- Prequalified tender from a multi-use list*

Please also provide a reason for choosing the particular procurement method.

6. Exclusive or Non-exclusive

Please consider whether the panel will be an exclusive or a non-exclusive arrangement; that is, whether the property or services will only be provided to the agency from within the panel arrangement or may also be purchased through other procurement processes. An agency may have specific reasons for exclusivity but should consider the implications of having an exclusive arrangement. A non-exclusive arrangement can provide flexibility to purchase outside the panel. A decision on exclusivity may also take market expectations into account. Some areas of the market have the internal flexibility to adjust to fluctuating requirements of non-exclusive panels; other market areas may be less likely to respond to a non-exclusive arrangement and/or may tender higher rates.

7. Time-line

There is no standard term for panel arrangements. The appropriate duration of a panel should take into account such factors as: the strength and maturity of the market; issues specific to the property or services being purchased (such as anticipated advancements in technology); and the effort required in setting up the panel. Many panels have a duration of three years, with either one two-year or two one-year extension options. Extension options are a useful mechanism for providing flexibility and dealing with market changes that may affect the panel's membership or coverage during the initial term.

8. Cooperation with other agencies

The planning stage is the most appropriate time to consider cooperation with other agencies that have similar requirements. If an agency decides to approach the market with a group of other agencies, it should ensure that its procurement needs can be met by the panel arrangement. Agencies can also consider whether to include provisions to allow other agencies to use the panel in the future. Potential use by other agencies will need to be specified in the request documentation. It is good practice for agencies to consider the implications of cooperative procurement for potential suppliers.

9. Risks

The value and scale of a panel arrangement should warrant the completion of a formal risk assessment and probity plan (Probity Plan is mandatory if valued at \$500,000 or more). Document any possible risks and probity issues relevant to the panel arrangement and how these will be addressed. Where the assessment identifies risks that are not acceptable, the project officer must implement risk treatment strategies using a risk assessment template. For more information on risk assessments or probity plans please refer to ENTR or contact the Governance team.

10. More Information

For more information on planning a panel or panels in general please see the following reference:

- *Establishing and Managing Panels – available on Procurement homepage on ENTR*
- *Section 3.4 Panels in the Department’s Procurement Manual*
- *Establishing and Using Panels, Good Procurement Practice, Department of Finance and Deregulation*

ANNEX A – Approval to Proceed

This authorisation approves the Business Owner to proceed with the project/procurement as described in this template. Financial approval under the PGPA Act, if required will be sought via the SAP Procurement Solution upon approval of this procurement plan.

Approval

	Position	Signature	Date
[Insert financial delegate name]			

Conditions/Comments



AusTender Advertising Request Form

Guidance

Please forward this template together with completed and approved request documentation and a draft contract to the Grants and Procurement (GAP) Team for uploading onto AusTender. Please note that GAP have a four business day turnaround time per review of tender documentation, so Project Officers should take care to ensure that this has been built into their timeframes.

Please remove the guidance (*Blue, Italic*) material in this document upon completion.

* Indicates a mandatory field

- Please confirm Legal Services have reviewed all ATM (Approach to Market) documents
- Please confirm an Approval Form has been approved by an appropriate delegate in the myWorkplace Procurement system
- Please confirm whether an Evaluation Plan has been completed
- Please confirm whether a Public Interest Certificate has been issued for this procurement (if so please provide a copy with your RFT documents for publication)

ATM ID*: *[10000 ...]*

Annual Procurement Plan*: *[Please state whether this procurement is on the Department's Annual Procurement Plan and if so which entry on the Plan]*

Title of the ATM*: *[Enter a short title of no more than 45 characters or approx. **8 words**]*

Short Description*: *[The description should complement the title and give suppliers a snapshot of the ATM. Enter approximately **two lines of text** about the nature of the work, goods or services being sought.]*

Long Description*: *[The Long Description of the ATM should be **one paragraph** of text detailing the nature of the works, goods or services being sought.]*

Other Instructions*: *[Enter any further instructions relating to the ATM that have not been included in either the Short or Long Descriptions. (not a mandatory requirement)]*

Address for Lodgement*: Electronic lodgement only should be made by accessing the AusTender system at <https://www.tenders.gov.au>

Multi Agency Access*: Yes No

Multi Agency Access Type*: All agencies
 Portfolio agencies
 Other

Panel Arrangement*: Yes No

UNSPS Code*: *[See list below of available Categories and UNSPS codes (please only select 1 code)]*

Estimated value: *[Not a mandatory requirement]*

ATM Type*: Disposal of Assets Request for Tender
 Request for Proposal Request for Information
 Expression of Interest Notice
 Multi-Use List Request for Quote

Multi-Stage Approach?* Yes No

Multi-Stage Criteria *[Mandatory if you have selected 'Yes' above. Please include any criteria the tenderer must meet in order to progress to the second stage]*

ATM Access*: Open
 Restricted (no public view)

ATM Publish Date*: / /

ATM Close Date*: / /

ATM Close Time (Canberra time)*: *[Please note that the closing time must not be after 12:00pm on a Friday or 2pm on any other weekday]*

Web Address: *[Not a mandatory requirement]*

Conditions for Participation*: *[Refer to wording in ATM document]*

Timeframe for Delivery*: *[Expected timeframe of the Contract services]*

Location of Work*: ACT NSW
 VIC SA
 WA QLD
 NT TAS
 Other Overseas

ATM Contact Name*: *[Insert the name of the ATM Contact Officer]*

ATM Contact Phone Number*: *[Insert the phone number of the ATM Contact Officer. If you do not want to list a number please insert 'Not Applicable']*

ATM Contact Email Address*: *[Insert the email address of the ATM Contact Officer or a generic email address]*

Expected timeframe* for evaluation and contract execution *[Insert the anticipated timeframe for evaluating responses and contract execution. Please note that this field will not be published on the AusTender notice, rather it is used for internal tracking and reporting of approaches to market.]*

UNSPS Codes

10100000	Live animals
10110000	Domestic pet products
10120000	Animal feed
10130000	Animal containment and habitats
10140000	Saddlery and harness goods
10150000	Seeds and bulbs and seedlings and cuttings
10160000	Floriculture and silviculture products
10170000	Fertilisers and plant nutrients and herbicides
10190000	Pest control products
11100000	Minerals and ores and metals
11110000	Earth and stone
11120000	Non edible plant and forestry products
11130000	Non edible animal products
11140000	Scrap and waste materials
11150000	Fibres and threads and yarns
11160000	Fabrics and leather materials
11170000	Alloys
11180000	Metal oxide
11190000	Metal waste and scrap
12130000	Explosive materials
12140000	Elements and gases
12160000	Additives
12170000	Colourants
12180000	Waxes and oils
12190000	Solvents
12350000	Compounds and mixtures
13100000	Rubber and elastomers
13110000	Resins and rosins and other resin derived materials
14100000	Paper materials
14110000	Paper products
14111500	Printing and writing paper
14111509	Stationery
14120000	Industrial use papers
14121503	Cardboard
15100000	Fuels
15110000	Gaseous fuels and additives
15120000	Lubricants and oils and greases and anti corrosives
15130000	Fuel for nuclear reactors
20100000	Mining and quarrying machinery and equipment

20110000	Well drilling and operation equipment
20120000	Oil and gas drilling and exploration equipment
20130000	Oil and gas drilling and operation materials
21100000	Agricultural and forestry and landscape machinery and equipment
21110000	Fishing and aquaculture equipment
22100000	Heavy construction machinery and equipment
23100000	Raw materials processing machinery
23120000	Textile and fabric machinery and accessories
23130000	Lapidary machinery and equipment
23140000	Leatherworking repairing machinery and equipment
23150000	Industrial process machinery and equipment and supplies
23160000	Foundry machines and equipment and supplies
23180000	Industrial food and beverage equipment
23190000	Mixers and their parts and accessories
23200000	Mass transfer equipment
23210000	Electronic manufacturing machinery and equipment and accessories
23220000	Chicken processing machinery and equipment
23230000	Sawmilling and lumber processing machinery and equipment
24100000	Material handling machinery and equipment
24102000	Shelving and storage
24110000	Containers and storage
24120000	Packaging materials
24130000	Industrial refrigeration
24140000	Packing supplies
25100000	Motor vehicles
25101500	Passenger motor vehicles
25101600	Product and material transport vehicles
25101700	Safety and rescue vehicles
25101801	Motorcycles
25101900	Specialised and recreational vehicles
25102000	War vehicles
25102100	Truck tractors
25110000	Marine transport
25111500	Commercial marine craft
25111700	Military watercraft
25111900	Marine craft systems and subassemblies
25120000	Railway and tramway machinery and equipment
25130000	Aircraft
25131500	Powered fixed wing aircraft
25131600	Civilian and commercial rotary wing aircraft
25131700	Military fixed wing aircraft
25131707	Reconnaissance or surveillance aircraft
25131800	Specialty aircraft
25131900	Military rotary wing aircraft
25132000	Recreational aircraft
25150000	Spacecraft
25151700	Satellites
25160000	Non motorised cycles
25170000	Transportation components and systems
25180000	Vehicle bodies and trailers
25190000	Transportation services equipment
25191500	Air transportation support systems and equipment
25191700	Vehicle servicing equipment
25200000	Aerospace systems and components and equipment
25202500	Aircraft equipment
26100000	Power sources

26110000	Batteries and generators and kinetic power transmission
26120000	Electrical wire and cable and harness
26130000	Power generation
26140000	Atomic and nuclear energy machinery and equipment
27000000	Tools and General Machinery
30100000	Structural materials and basic shapes
30110000	Concrete and cement and plaster
30120000	Roads and landscape
30130000	Structural building products
30140000	Insulation
30150000	Exterior finishing materials
30160000	Interior finishing materials
30170000	Doors and windows and glass
30180000	Plumbing fixtures
30190000	Construction and maintenance support equipment
30200000	Prefabricated structures
30220000	Permanent structures
30222012	Airport buildings
30222013	Airport control tower
30222014	Airfield
30222015	Runway
30222500	Accommodation structures
30222703	Warehouse stores
31100000	Castings
31110000	Extrusions
31120000	Machined castings
31130000	Forgings
31140000	Mouldings
31150000	Rope and chain and cable and wire and strap
31160000	Hardware
31170000	Bearings and bushings and wheels and gears
31180000	Gaskets and seals
31190000	Grinding and polishing and smoothing materials
31200000	Adhesives and sealants
31210000	Paints and primers and finishes
31220000	Dyeing and tanning extracts
31230000	Machined raw stock
31240000	Industrial optics
31250000	Pneumatic and hydraulic and electric control systems
31260000	Housings and cabinets and casings
31270000	Machine made parts
31280000	Stampings and sheet components
31290000	Machined extrusions
31300000	Machined forgings
31310000	Fabricated pipe assemblies
31320000	Fabricated bar stock assemblies
31330000	Fabricated structural assemblies
31340000	Fabricated sheet assemblies
31350000	Fabricated tube assemblies
31360000	Fabricated plate assemblies
31370000	Refractories
31380000	Magnets and magnetic materials
32100000	Printed circuits and integrated circuits and microassemblies
32110000	Discrete semiconductor devices
32120000	Passive discrete components
32130000	Electronic hardware and component parts and accessories

32140000	Electron tube devices and accessories
39100000	Lamps and lightbulbs and lamp components
39110000	Lighting and fixtures and accessories
39120000	Electrical equipment and components and supplies
40100000	Heating and ventilation and air circulation
40101701	Air conditioners
40140000	Fluid and gas distribution
40150000	Industrial pumps and compressors
40160000	Industrial filtering and purification
41100000	Laboratory and scientific equipment
41110000	Measuring and observing and testing instruments
41120000	Laboratory supplies and fixtures
42000000	Medical Equipment and Accessories and Supplies
42120000	Veterinary equipment and supplies
42140000	Patient care and treatment products and supplies
42150000	Dental equipment and supplies
42170000	Emergency and field medical services products
42210000	Independent living aids for the physically challenged
42211700	Communication aids for the physically challenged
42240000	Orthopaedic and prosthetic and sports medicine products
42250000	Physical and occupational therapy and rehabilitation products
42260000	Postmortem and mortuary equipment and supplies
42270000	Respiratory and anaesthesia and resuscitation products
42300000	Medical training and education supplies
43190000	Communications Devices and Accessories
43191501	Mobile phones
43191510	Two way radios
43200000	Components for information technology or broadcasting or telecommunications
43210000	Computer Equipment and Accessories
43211500	Computers
43211501	Computer servers
43211503	Notebook computers
43211507	Desktop computers
43211512	Mainframe computers
43211600	Computer accessories
43211711	Scanners
43212100	Computer printers
43220000	Data Voice or Multimedia Network Equipment or Platforms and Accessories
43221500	Call management systems or accessories
43222500	Network security equipment
43222800	Telephony equipment
43223000	Teletype equipment
43230000	Software
44100000	Office machines and their supplies and accessories
44101700	Printer and photocopier and facsimile accessories
44103100	Printer and facsimile and photocopier supplies
44110000	Office and desk accessories
44111515	File storage boxes or containers
44120000	Office supplies
45100000	Printing and publishing equipment
45101700	Printing accessories
45110000	Audio and visual presentation and composing equipment
45111900	Phone and video conference equipment and hardware and controllers
45120000	Photographic or filming or video equipment
45121500	Cameras
45121600	Camera accessories

45130000	Photographic and recording media
45131700	Media storage
46100000	Light weapons and ammunition
46101800	Arms and ammunition accessories
46110000	Conventional war weapons
46120000	Missiles
46130000	Rockets and subsystems
46140000	Launchers
46150000	Law enforcement
46151600	Security and control equipment
46160000	Public safety and control
46161600	Water safety
46170000	Security surveillance and detection
46171500	Locks and security hardware and accessories
46171600	Surveillance and detection equipment
46171604	Alarm systems
46171610	Security cameras
46171619	Security or access control systems
46180000	Personal safety and protection
46181500	Safety apparel
46181700	Face and head protection
46182300	Fall protection and rescue equipment
46190000	Fire protection
46191500	Fire prevention
46191600	Fire fighting equipment
47100000	Water and wastewater treatment supply and disposal
47110000	Industrial laundry and dry cleaning equipment
47120000	Janitorial equipment
47121800	Cleaning equipment
47130000	Cleaning and janitorial supplies
47131703	Sanitary waste receptacles
48000000	Service Industry Machinery and Equipment and Supplies
48100000	Institutional food services equipment
48110000	Vending machines
49100000	Collectibles and awards
49101701	Medals
49120000	Camping and outdoor equipment and accessories
49130000	Fishing and hunting equipment
49140000	Watersports equipment
49150000	Winter sports equipment
49170000	Gymnastics and boxing equipment
49180000	Target and table games and equipment
49200000	Fitness equipment
49220000	Sports equipment and accessories
49240000	Recreation and playground and swimming and spa equipment and supplies
50000000	Food and Beverage Products
50110000	Meat and poultry products
50120000	Seafood
50130000	Dairy products and eggs
50170000	Seasonings and preservatives
50180000	Bread and bakery products
50190000	Prepared and preserved foods
50192700	Packaged combination meals
50200000	Beverages
50220000	Cereal and pulse products
51000000	Drugs and Pharmaceutical Products

52100000	Floor coverings
52120000	Bedclothes and table and kitchen linen and towels
52130000	Window treatments
52140000	Domestic appliances
52150000	Domestic kitchenware
52160000	Consumer electronics
52161500	Audio and visual equipment
52170000	Domestic wall treatments
53100000	Clothing
53102700	Uniforms
53110000	Footwear
53120000	Luggage and handbags and packs and cases
53130000	Personal care products
53140000	Sewing supplies and accessories
54100000	Jewellery
54110000	Timepieces
54120000	Gemstones
55100000	Printed media
55101500	Printed publications
55110000	Electronic reference material
55120000	Signage and accessories
56101500	Furniture
56101700	Office furniture
56110000	Commercial and industrial furniture
56111500	Workstations and office packages
56112005	Computer support parts or accessories
56120000	Classroom and instructional and institutional furniture and fixtures
60100000	Developmental and professional teaching aids and materials and accessories and supplies
60110000	Classroom decoratives and supplies
60120000	Arts and crafts equipment and accessories and supplies
60121000	Art
60130000	Musical Instruments and parts and accessories
60140000	Toys and games
70100000	Fisheries and aquaculture
70110000	Horticulture
70111705	Cemetery upkeep services
70120000	Livestock services
70130000	Land and soil preparation and management and protection
70131701	Land use planning
70140000	Crop production and management and protection
70150000	Forestry
70160000	Wildlife and flora
70170000	Water resources development and oversight
71110000	Oil and gas exploration services
71120000	Well drilling and construction services
71123000	Mining and oil and gas integrated services
71123001	Management and provision of all facilities engineering modification and maintenance services for a site or platform
71130000	Oil and gas extraction and production enhancement services
71140000	Oil and gas restoration and reclamation services
71150000	Oil and gas data management and processing services
71160000	Oil and gas well project management services
72100000	Building construction and support and maintenance and repair services
72101500	Building support services
72101700	Concrete work
72101900	Interior finishing

72101903	Finish carpentry or cabinetry
72102100	Pest control
72102200	Electrical services
72102300	Plumbing and heating and air conditioning
72102400	Painting and paper hanging
72102500	Masonry and stonework and tile setting
72102600	Carpentry
72102700	Flooring service
72102800	Refurbishing services
72102900	Grounds maintenance services
72103000	Site preparation services
72130000	General building construction
72131600	Commercial or industrial construction
73100000	Plastic and chemical industries
73110000	Wood and paper industries
73120000	Metal and mineral industries
73130000	Food and beverage industries
73140000	Fibres and textiles and fabric industries
73150000	Manufacturing support services
73160000	Machinery and transport equipment manufacture
73170000	Manufacture of electrical goods and precision instruments
73180000	Machining and processing services
76100000	Decontamination services
76101602	Asbestos decontamination or removal
76110000	Cleaning and janitorial services
76111500	General building and office cleaning and maintenance services
76111506	Interior plant landscaping services
76120000	Refuse disposal and treatment
76121500	Refuse collection and disposal
76121900	Hazardous waste disposal
76130000	Toxic and hazardous waste cleanup
77100000	Environmental management
77101600	Environment planning
77101707	Ecological advisory services
77101800	Environmental auditing
77110000	Environmental protection
77111500	Environmental safety services
77120000	Pollution tracking and monitoring and rehabilitation
77130000	Pollutants tracking and monitoring and rehabilitation services
78100000	Mail and cargo transport
78101604	Vehicle transport services
78101804	Relocation services
78102200	Postal and small parcel and courier services
78102201	National postal delivery services
78102202	Post office box services
78102203	Mailing or mail pick up or delivery services
78110000	Passenger transport
78111500	Passenger air transportation
78111600	Passenger railway transportation
78111700	Passenger marine transportation
78111800	Passenger road transportation
78111804	Taxicab services
78111807	Parking fees
78111808	Vehicle rental
78111809	Vehicle leasing
78120000	Material packing and handling

78121600	Material handling services
78131602	File archive storage
78131800	Specialised warehousing and storage
78131804	Document storage services
78140000	Transport operations
78141501	Freight forwarders services
78180000	Transportation repair or maintenance services
78181500	Vehicle maintenance and repair services
78181505	Vehicle inspection services
78181800	Aircraft maintenance and repair services
80100000	Management advisory services
80101504	Strategic planning consultation services
80101505	Corporate objectives or policy development
80101506	Organisational structure consultation
80101507	Information technology consultation services
80101508	Business intelligence consulting services
80101510	Risk management consultation services
80101600	Project management
80101601	Feasibility studies or screening of project ideas
80101603	Economic or financial evaluation of projects
80101604	Project administration or planning
80101706	Professional procurement services
80101707	Lobbying services
80110000	Human resources services
80111506	Personnel relocation
80111509	Job evaluation services
80111600	Temporary personnel services
80111617	Architectural services
80111700	Personnel recruitment
80120000	Legal services
80121600	Business law services
80121800	Family law services
80130000	Real estate services
80131500	Lease and rental of property or building
80131501	Residential rental
80131503	Land leases
80131600	Sale of property and building
80131800	Real estate management services
80140000	Marketing and distribution
80141500	Market research
80141600	Sales and business promotion activities
80141602	Public relation services
80141604	Branding of product naming services
80141605	Promotional merchandise
80141607	Events management
80141609	Sponsorship of event or celebrity
80141611	Official gift services
80141700	Distribution
80141800	Mailing services
80141900	Trade shows and exhibits
80150000	Trade policy and services
80160000	Business administration services
80161500	Management support services
80161505	Fleet management services
80161507	Audio visual services
80161508	Document destruction services

80161601	Property management services
80161800	Office equipment rental or leasing services
81100000	Professional engineering services
81101500	Civil engineering
81101508	Architectural engineering
81102300	Aeronautical engineering
81110000	Computer services
81111000	Forensic IT Services
81111500	Software or hardware engineering
81111508	Application implementation services
81111600	Computer programmers
81111700	Management information systems MIS
81111800	System administrators
81111812	Computer hardware maintenance or support
81111814	Infrastructure as a Service (IaaS - Cloud)
81111900	Information retrieval systems
81112000	Data services
81112002	Data processing or preparation services
81112100	Internet services
81112200	Software maintenance and support
81112201	Maintenance or support fees
81112400	Platform as a Service (PaaS - Cloud)
81112500	Software as a Service (SaaS - Cloud)
81120000	Economics
81121500	Economic analysis
81130000	Statistics
81140000	Manufacturing technologies
81141801	Safety or risk analysis
81150000	Earth science services
81151601	Mapping
82100000	Advertising
82101504	Newspaper advertising
82101600	Broadcast advertising
82101601	Radio advertising
82101602	Television advertising
82111500	Technical writing
82111603	Court reporting services
82111604	Transcribing services
82111800	Editorial and support services
82111804	Written translation services
82111900	News and publicity services
82120000	Reproduction services
82121500	Printing
82121505	Promotional or advertising printing
82121506	Publication printing
82121600	Engraving
82121700	Photocopying
82121800	Publishing
82121900	Bookbinding
82130000	Photographic services
82140000	Graphic design
82141501	Layout or graphics editing services
82150000	Professional artists and performers
82151500	Visual art services
83100000	Utilities
83101500	Water and sewer utilities

83101506	Water treatment services
83101600	Oil and gas utilities
83101800	Electric utilities
83101900	Energy conservation
83102000	Funeral services
83110000	Telecommunications media services
83111500	Local and long distance telephone communications
83111600	Mobile communications services
83112200	Enhanced telecommunications services
83120000	Information services
83121604	Online database information retrieval systems
84100000	Development finance
84101600	Aid financing
84101700	Debt management
84111500	Accounting services
84111600	Audit services
84111603	Internal audits
84120000	Banking and investment
84130000	Insurance and retirement services
84131500	Insurance services for structures and property and possessions
84131800	Retirement funds
84140000	Credit agencies
84141602	Credit card service providers
85100000	Comprehensive health services
85101600	Healthcare provider support persons
85101700	Health administration services
85110000	Disease prevention and control
85120000	Medical practice
85121608	Psychologists services
85122100	Rehabilitation services
85122200	Individual health screening and assessment services
85130000	Medical science research and experimentation
85140000	Alternative and holistic medicine
85150000	Food and nutrition services
86000000	Education and Training Services
86101803	Vocational rehabilitation services
86141704	Library or documentation services
90100000	Restaurants and catering
90101600	Banquet and catering services
90101700	Cafeteria services
90110000	Hotels and lodging and meeting facilities
90111500	Hotels and motels and inns
90111600	Meeting facilities
90111601	Conference centres
90111603	Meeting or banquet rooms
90111800	Hotel rooms
90120000	Travel facilitation
90121500	Travel agents
90121702	Interpreters
90130000	Performing arts
90140000	Commercial sports
90141503	Exhibitions
90150000	Entertainment services
91100000	Personal appearance
91110000	Domestic and personal assistance
92100000	Public order and safety

92101500	Police services
92110000	Military services and national defence
92111700	Military science and research
92120000	Security and personal safety
92121504	Security guard services
93100000	Political systems and institutions
93110000	Socio political conditions
93120000	International relations
93121502	Consular services
93130000	Humanitarian aid and relief
93131500	Refugee programs
93131700	Health programs
93131701	Anti tobacco campaigns
93131703	Research programs
93131705	Drug abuse prevention or control programs
93131800	Disaster preparedness and relief
93140000	Community and social services
93141707	Cultural heritage preservation or promotion services
93141805	Employment services
93141808	Occupational health or safety services
93150000	Public administration and finance services
93151501	Public enterprises management or financial services
93151505	Administrative agencies services
93151510	Administrative fees or tax collection services
93151515	National planning services
93160000	Taxation
93161602	Land tax
93170000	Trade policy and regulation
94100000	Work related organisations
94101600	Professional associations
94110000	Religious organisations
94120000	Clubs
94130000	Civic organisations and associations and movements



Public Interest Certificate Report

GUIDANCE TEXT (delete before finalising): Officials should prepare this report as supporting evidence for the purposes of requesting a Public Interest Certificate for a specified covered procurement.

A public interest certificate is a document issued by a relevant departmental delegate which states that it is not in the public interest for a particular procurement process to be suspended in the event a procurement complaint is received.

By way of general guidance, A Public Interest Certificate should only be issued where a suspension would result in a real adverse consequence for the public interest, such as in relation to the health, national security, safety, public security or economic or financial well-being of the people of Australia or the functioning of any portion of the Commonwealth Government. Such an adverse impact on the public interest should exceed the right of any aggrieved supplier to have the covered procurement suspended..

A Public Interest Certificate may be issued at any stage during the covered procurement process, however it is considered good practice to determine if a public interest certificate will be required as soon as possible in the procurement process (and prior to any potential complaints).

This report is for internal use only, however any resultant Public Interest Certificate which is issued must be publicly published. Once finalised, a copy of the signed report and signed Public Interest Certificate must be provided to the Grants and Procurement Team for publishing. For further information on this process please contact the Grants and Procurement Team on x7144 in the first instance.

Procurement Details	
Procurement Reference ID:	[insert Relevant Procurement Reference ID: ATM ID/CN ID/SON ID]
Procurement Title:	[insert the title of the procurement]
Stage of procurement:	[Option 1: for procurement(s) where request documentation not yet released] Approach to Market request documentation not yet released [Option 2: for procurement(s) where request documentation has been released] Approach to Market request was released on [DD-MM-YYYY]. Approach to Market closes on [DD-MM-YYY XX:XX AM/PM]



Australian Government

Department of Infrastructure, Transport,
Cities and Regional Development

Public Interest Certificate Report

Procurement Background

[insert a brief background of the procurement and procurement process, including stage of procurement, costs involved (if relevant), and importance of procurement scheduling in achieving outcomes]

Purpose of Procurement

[insert the rationale and objectives of the procurement, including (if applicable) the benefit it offers to the Australian community (for example, enhancing Australia's capability and security)]

Consequences of suspension of procurement

[describe the possible consequences that could reasonably flow from the suspension of the procurement, setting out how this would result in real adverse consequences for the public interest. In particular, you should consider the impact to the public interest in relation to:

- a. Australia's national security;
- b. Australia's public security;
- c. Australia's economic security;
- d. the health and safety of the people of Australia;
- e. the financial well-being of the people of Australia; and
- f. the functioning of any portion of the Commonwealth Government.

[Explain how the adverse impact on the public interest outweighs a potential aggrieved suppliers right to have the covered procurement suspended.]

Evidence of real adverse consequences

[Insert the evidence, advice and research relied upon the real adverse consequences for the public interest would result if procurement is suspended.]

Recommendation

In accordance with the reasons set out in this document, it is recommended that a Public Interest Certificate (**PIC**) be issued under section 22(1) of the *Government Procurement (Judicial Review) Act 2018* (Cth).



Australian Government

Department of Infrastructure, Transport,
Cities and Regional Development

Public Interest Certificate Report

Delegate Name and Position

(NB Only a relevant delegate as specified in the Secretary's Government Procurement (Judicial Review) Delegations can approve and issue a Public Interest Certificate)

Approved / Not Approved

Delegate Signature

Date

Comments (if required):



Public Interest Certificate

GUIDANCE TEXT (delete before finalising): Once the public interest certificate has been signed by a relevant delegate it must be forwarded to the Grants and Procurement Team at help.procurement@infrastructure.gov.au for publishing.

This public interest certificate is issued under section 22(1) of the *Government Procurement (Judicial Review) Act 2018*.

I hereby state that it is not in the public interest for the following procurement(s) by the Department of Infrastructure, Transport, Cities and Regional Development to be suspended while complaints under section 18 of the Act are being investigated or while applications for injunctions under Part 2 of the Act are being considered.

Reference ID(s):	[insert Relevant Procurement Reference ID(s): ATM ID/CN ID/SON ID]
Approach to Market Close Date and Time	[DD-MM-YYY XX:XX AM/PM]
Procuring Entity	Department of Infrastructure, Transport, Cities and Regional Development
Contact Officer	[Name] [Contact number] [Email address]
Category (UNSPS Code)	[insert the relevant UNSPS code]
Description	[insert a description of what is being procured]

Signature of accountable authority or delegated official:

<Name>
<Title>
<Division>
<Day><Month><Year>



Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

REQUEST FOR TENDER

For the provision of [insert details]

RFT No. XXXXXXXX

PART A - REQUIREMENTS

Place for Lodgement: <https://www.tenders.gov.au>

STRUCTURE OF THIS RFT

This Request for Tender (**RFT**) is made up of the following Parts:

(this) **Part A: RFT Requirements**

- Part A1 – RFT Details
- Part A2 – Statement of Requirements
- Part A3 – Evaluation and Response Requirements
- Part A4 – Draft Contract

Part B: RFT Terms and Conditions

- Part B1 – Tendering Rules
- Part B2 – Evaluation of Tenders
- Part B3 – Defined Terms in this RFT

Part C: RFT Response Form

- Part C1 –Tenderer’s Details
- Part C2 – Response to Statement of Requirements
- Part C3 – Tendered Pricing
- Part C4 – Contract Compliance Statement
- Part C5 – Request to Keep Information Confidential
- Part C6 – Australian Industry Participation Plan (*optional*)
- Part C7 – Indigenous Participation Plan (*optional*)
- Part C8 – Tenderer’s Deed Poll

Before preparing a tender, Tenderers should make sure they have read and understood all Parts of the RFT documentation.

[Drafter’s note: This Template RFT Part A is to be used for approaches to market by the Department for procurements of all goods and/or services (including construction services) valued over \$4 million (GST inclusive). In completing this RFT before release to the market (via AusTender), you should ensure that all drafter’s notes (including this) and grey, italicised text are removed, and that all details of the procurement are completed, including any particular response or evaluation requirements applicable to your procurement in Parts A and C. You should also include the RFT details and number on the front cover of Parts A and C and the RFT number in the footers of those Parts. You should also check that the above structure is aligned and all cross-references are updated prior to finalising the RFT for market. For assistance in completing this RFT see the *Guidance on Completing the Template RFT* available on ENTR or contact the Procurement Team.]

Structure of this RFT

This Request for Tender (**RFT**) is made up of the following Parts:

(this) **Part A: RFT Requirements**

Part A1 – RFT Details

Part A2 – Statement of Requirements

Part A3 – Evaluation and Response Requirements

Part A4 – Draft Contract

Part B: RFT Terms and Conditions

Part B1 – Tendering Rules

Part B2 – Evaluation of Tenders

Part B3 – Defined Terms in this RFT

Part C: RFT Response Form

Part C1 – Tenderer's Details

Part C2 – Response to Statement of Requirements

Part C3 – Tendered Pricing

Part C4 – Contract Compliance Statement

Part C5 – Request to Keep Information Confidential

Part C6 – Australian Industry Participation Plan (optional)

Part C7 – Indigenous Participation Plan (optional)

Part C8 – Tenderer's Deed Poll

Before preparing a tender, Tenderers should make sure they have read and understood all Parts of the RFT documentation.

[Drafter's note: This Template RFT is to be used for approaches to market by the Department on or after 1 July 2019 for procurements of all goods and/or services (including construction services) valued over \$4 million (GST inclusive). In completing this RFT before release to the market (via AusTender) you should ensure that all drafter's notes are removed and that all details of the procurement are completed, including any particular response or evaluation requirements applicable to your procurement in Parts A and C. You should also include the RFT details and number on the front cover of Parts A and C and the RFT number in the footers of those Parts. You should also check that the above structure is aligned and all cross-references are updated prior to finalising the RFT for market. For assistance in completing this RFT see the *Guidance on Completing the Template RFT* available on ENTR or contact the Procurement Team.]

Part A1 RFT Details

RFT Description	The name of this RFT is "Request for Tender for the provision of [insert details]"
Release Date	[insert details]
Closing Time	2:00 pm local Canberra time on [insert date].
Offer Period	Tenders will remain open for acceptance by the Department for a period of six-months after the Closing Time.
Deadline for Submission of Tenderer Questions	[insert details – usually two-weeks before the RFT Closing Time]
Project Manager	Attention: [insert details] Department of Infrastructure, Transport, Regional Development and Communications GPO Box 594 Canberra ACT 2601 email: [insert details]
Complaints Officer	Attention: Assistant Director, Governance Section email: clientservice@infrastructure.gov.au
Lodgement of tenders	via the Australian Government's procurement information system, AusTender, at https://www.tenders.gov.au (constituting the electronic Tender Box).

Part A2 Statement of Requirements

1. Summary of Requirement

The Australian Government Department of Infrastructure, Transport, Regional Development and Communications (**Department**) wishes to [Provide a brief summary here of the goods or services – described as 'Supplies' in this RFT – that are required by the Department and the expected outcomes].

The Department is seeking to enter into an agreement [Provide a brief description of the intended timing or period including any options for extension etc.], on the terms and conditions set out in the Draft Contract (see [Part A4](#) of this RFT).

[Drafter's note: You need to determine whether or not your procurement is a *covered procurement* for the purposes of the Commonwealth Procurement Rules and the *Government Procurement (Judicial Review) Act 2018* (Cth). It will be a covered procurement if the rules in Divisions 1 and 2 of the Commonwealth Procurement Rules apply, and the procurement is not included in a class of procurements specified in paragraph 2.6 of the Commonwealth Procurement Rules.

If a Public Interest Certificate has been issued at the time of issue of the RFT, this also needs to be noted. Alternatively, you should note that an addenda will be issued if a Public Interest Certificate is issued. Refer to the Procurement Manual for more details]

This RFT [is/is not] a covered procurement for the purposes of the Commonwealth Procurement Rules and the *Government Procurement (Judicial Review) Act 2018* (Cth) [and a Public Interest Certificate has been issued in respect of it]. [If a Public Interest Certificate is issued in respect of this RFT prior to the Closing Time, an addenda will be issued via AusTender]

More detail about the Supplies required by the Department is set out in this [Part A2](#) below.

2. Background

2.1. The Department

The Department is responsible for the design and implementation of the Australian Government's infrastructure, transport and regional development policies and programs. We work to:

- support economic growth through transport
- make travel safer
- increase transport access
- keep transport secure
- support regional development and local communities
- provide good governance in the territories.

The Department [Provide additional background as relevant /applicable to the procurement being undertaken].

2.2. Cooperative Agency Procurement [Optional]

[Optional section 2.2 – This section is to be included in RFTs for arrangements where ‘piggy-backing’ clauses are to be included. If not applicable, delete this section 2.2 altogether]

Tenderers should be aware that the Draft Contract contains terms that will allow other [Commonwealth agencies – confirm] to procure Supplies from the successful Tenderer(s) on the same conditions, including as to price, offered to the Department.

See [clause 9 - confirm] of the Draft Contract for further information.

Notwithstanding these rights, Tenderers should note that no representations or guarantees are made regarding any future work (or a level of work), either from the Department, or from the other agencies or bodies under any contract.

3. Detailed Requirements

[Drafter’s note: Full details of the relevant service requirements should be included here. This should include a description of required deliverables, timeframes for delivery, and all specific quality, experience or other standards that are to apply. The following headings are provided as an EXAMPLE only. You can create your own headings as appropriate]

3.1. Scope of Supplies required

3.1.1. [insert as applicable]

3.2. Timeframes and Milestones

3.2.1. [insert as applicable]

3.3. Standards and Key Performance Indicators (KPIs)

3.3.1. [insert as applicable]

3.4. Requirements for Deliverables

3.4.1. [insert as applicable]

3.5. Transition-in / Disengagement Requirements

3.5.1. [insert as applicable]

3.6. Departmental materials, information, equipment or assistance to be made available to the successful Tenderer(s)

3.6.1. [insert as applicable]

3.7. The Indigenous Procurement Policy (Optional)

[Drafter’s note: Include this provision if clause 4.11 in Part B will be included in this RFT]

Tenderers should refer to clause 4.11 in Part B.

3.8. The Black Economy Procurement Connected Policy (Optional)

[**Drafter's note:** Include this provision if clause 4.12 in Part B will be included in this RFT]

Tenderers should refer to clause 4.12 in Part B.

3.9. Child Safe Framework (Optional)

[**Drafter's note:** Include this provision if clause 4.13 in Part B will be included in this RFT]

Tenderers should refer to clause 4.13 in Part B.

3.10. Relevant Policies and Australian standards

[**Drafter's note:** Include here any Commonwealth policies and regulations that may be relevant to the Supplies and that Tenderers should take into account when developing their Tenders. See Procurement Connected Policies available at:

<https://www.finance.gov.au/government/procurement/buying-australian-government/procurement-connected-policies> for further information.]

3.10.1. Policies

The policies and regulations that are relevant to the Supplies include:

- a) [insert as applicable]

3.10.2. Australian standards

[**Drafter's note:** Paragraph 10.10 of the Commonwealth Procurement Rules provides that when an Australian standard is applicable for goods or services being procured, Tender responses must demonstrate the capability to meet the Australian standard, and contracts must contain evidence of the applicable standards.]

The Supplies must comply with all applicable Australian standards, including the following:

- b) [insert as applicable]

4. Draft Contract

The Draft Contract (see Part A4 of this RFT) will form the basis of the contractual arrangements between the Department and the successful Tenderer(s).

Where provisions of the Statement of Requirements conflict in any way with provisions of the Draft Contract, the provisions of the Draft Contract will prevail.

Part A3 Evaluation and Response Requirements

1. Evaluation of Tenders

Tenders will be evaluated in accordance with Part B2 of this RFT.

[Drafter's note: If you are proposing to amend the evaluation process as set out in Part B2, you should contact Legal Services for assistance and advice.]

1.1. Evaluation Criteria

The Evaluation Criteria to be applied for the purposes of evaluation under this RFT are as specified in section 1.2 of Part B2 of this RFT.

1.2. Technical Requirements

The Technical sub-criteria, and relevant weightings, to be applied for the purposes of the Evaluation Criterion 1 (Technical) are as follows:

[Drafter's note: These are EXAMPLE sub-criteria and should be reviewed / amended as appropriate in light of the technical requirements and specifications for each procurement. If you want to add/amend technical sub-criteria, then insert details below. You will need to ensure that the evaluation criteria, sub-criteria and weightings are consistent]

Table: Technical Requirements	Weighting
<p>1. Ability - The Tenderer's ability to provide the Supplies in accordance with the Statement of Requirements, based on:</p> <ul style="list-style-type: none">(a) the Tenderer's industry experience and expertise;(b) the past performance of the Tenderer and any proposed subcontractors or personnel at providing similar Supplies of the scale and complexity described in the Statement of Requirements;(c) the Tenderer's skills and qualifications (including those of any proposed personnel and subcontractors) ;(d) the Tenderer's demonstrated capability to meet applicable Australian standards; and <p>[Drafter's note: Paragraph (e) is relevant for procurements above \$4 million]</p> <ul style="list-style-type: none">(e) details of the economic benefit to the Australian economy of the Tenderer's proposal. <p>(d) [Other?]</p>	<p>[insert, if applicable]%</p>

Table: Technical Requirements

Weighting

2. Capacity - The capacity of the Tenderer to provide the Supplies in accordance with the Statement of Requirements within the required timeframe, including:

- (a) the availability of the Tenderer's personnel and time allocation to the task;
- (b) the ability of the Tenderer to meet project deadlines;
- (c) the Tenderer's capacity to provide the Supplies over the required period; and
- (d) [other?]

[insert, if applicable]%

[Drafter's note: Where the Indigenous Procurement Policy applies and the RFT does not relate to a High-value contract (above \$7.5 million, see clause 4.10 of Part B), you should include the following]:

3. Indigenous Procurement Policy - The Tenderer's proposed approach to:

- a) using Indigenous enterprises in its supply chain; and
- b) the employment of Indigenous Australians.

[Drafter's note: Where the RFT relates to a High-value contract (above \$7.5 million, see clause 4.10 of Part B), you should include the following]:

4. Indigenous Procurement Policy

- a) the Tenderer's past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, by having regard to the Tenderer's past compliance with any mandatory minimum requirements; and
- b) the extent to which the Tenderer's proposed Indigenous Participation Plan will meet the mandatory requirements (see Part C7 of this RFT).

[insert, if applicable]%

2. Response Requirements (General)

2.1. General Requirements

Tenders should be substantially in the form of the Tender Response at Part C of this RFT.

Tenderers should fully address all requirements set out in this RFT in preparing their tender. The Tenderer is referred to the Statement of Requirements and the Evaluation Criteria for information on the requirements sought by the Department.

Tenders must be lodged electronically via AusTender, at <https://www.tenders.gov.au> before the tender Closing Time and in accordance with the tender lodgement procedures set out in section 3 of RFT Part B1.

2.2. Conditions for Participation

The Tenderer must comply with all Conditions for Participation.

The following Conditions for Participation apply to this RFT. Tenderers should be aware that a failure to satisfy any Conditions for Participation will, subject to section 1.1.4 of Part B2, result in the tender being excluded from consideration under this RFT.

[Drafter's note: Any Conditions for Participation should be included in this table, if applicable. You will need to ensure that Part C of the RFT and the Evaluation Plan are aligned in this regard.]

Table: Conditions for Participation

1.

[Drafter's note: Conditions for Participation 1 and 2 set out below are required under the Black Economy Procurement Connected Policy, and so must be included for procurements valued at, over \$4 million (GST inclusive)]

The Tenderer either:

- holds a Valid and Satisfactory Statement of Tax Record by the Closing Time; or
- has a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office by the Closing Time, and holds a Valid and Satisfactory Statement of Tax Record no later than four (4) business days from the Closing Time.

Note to tenderers: Tenderers should apply for a Statement of Tax Record and should ensure that their subcontractors apply for a Statement of Tax Record within sufficient time to meet these Conditions for Participation.

2.	<p>[Drafter’s note: Condition for Participation 2 should not be included where the RFT is to establish a panel, as the value of goods and services to be provided by any first tier subcontractor will not be known in these circumstances)]</p> <p>The Tenderer holds a Valid and Satisfactory Statement of Tax Record for any first tier subcontractor that it proposes, as part of its tender, to engage to deliver goods or services with an estimated value of over \$4 million (GST inclusive).</p>
3.	<p>[Drafter’s note: Condition for Participation 3 should be included if services <i>will be provided directly to children or where some direct contact with children will be likely</i>]</p> <p>The Tenderer complies with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel, and all Child-Related Personnel hold or will hold prior to provision of the Supplies current Working With Children Checks.</p>

2.3. Minimum Content and Format Requirements

The tender must comply with all Minimum Content and Format Requirements.

The following Minimum Content and Format Requirements apply to this RFT. Tenderers should be aware that a failure to satisfy any Minimum Content and Format Requirement will - subject to section 1.1.4 of Part B2 - result in the tender being excluded from consideration under this RFT.

[Drafter’s note: The below are generally EXAMPLE Minimum Content and Format requirements and should be reviewed / amended as appropriate in light of each procurement. Requirement 2 is mandatory under the Black Economy Procurement Connected Policy, and must be included for procurements valued at over \$4 million (GST inclusive). Requirement 3 is optional, where services being procured will be provided *directly* to children or where direct contact with children will be likely. You will need to ensure that Part C of the RFT and the Evaluation Plan are aligned in this respect.]

Table: Conditions for Participation

1.	The tender must be written in English and measurements expressed in Australian legal units of measurement.
2.	<p>[Drafter’s note: this requirement is optional – see above]</p> <p>The tender must include:</p> <ul style="list-style-type: none"> a. a Valid and Satisfactory Statement of Tax Record for the Tenderer; or b. a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office for the Tenderer and the Tenderer must then provide a Valid and Satisfactory Statement of Tax Record within four (4) business days from the Closing Time.

3.	<p>[Drafter's note: this requirement is optional – see above]</p> <p>The tender must include:</p> <ul style="list-style-type: none"> a. a completed risk assessment which identifies the level of responsibility for Children and the level of risk of harm or abuse to Children in relation to the Services; and b. a risk management strategy to manage risks identified through the completed risk assessment.
4	The tender must include the Tenderer's Details substantially in accordance with Part C1 .
5	The tender must include pricing information substantially in accordance with Part C3 .
6	The tender must include a Contract Compliance Statement substantially in accordance with Part C4 .
7	The tender must include a signed Tenderer's Deed Poll substantially in the form of Part C8 .

2.4. Pricing Requirements

[Drafter's note: The pricing requirements should be set out here, including any particular requirements for responses. For example, you may wish to indicate whether hourly/daily rates are to be tendered based on common levels of experience etc., or, whether fixed whole of project fees (whether payable on completion or on achievement of milestones etc.) is intended for the procurement. For longer term agreements, you should also consider whether rates are indexed (e.g. annually, according to adjustments in CPI) or fixed for the duration of the agreement. This part will need to be aligned with the pricing sections of the Response Form in [Part C](#)].

[insert requirements here:]

In addition to the requirements above:

- 2.4.1. Prices should be in Australian dollars, unless otherwise stated. Prices not stated in Australian dollars may be converted to Australian dollars as at the Closing Time for the purposes of evaluation only.
- 2.4.2. Tendered prices should be inclusive of:
 - a) all GST - as defined in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* - applicable to the Supplies where applicable, and any such GST should be clearly and separately identified; and
 - b) all costs associated with doing all things necessary for the due and proper completion of the proposed Contract.
- 2.4.3. Any overhead and start-up costs should be amortised over the proposed period of the Draft Contract.

Part A4 Draft Contract

Tenderers should refer to the Draft Contract titled [INSERT TITLE. e.g. Deed of Standing Offer for xxx or Services Agreement for .xxx, etc.], attached as a separate file to this Part A4.

[Drafter's note: You will need to ensure that an appropriate contract is released as part of this RFT to market. Current template contracts (and instructions) are available via the **Legal Services site on ENTR**. You should contact Legal Services if you require any assistance or advice on which contract template to use, or if you propose to make modifications to template terms and conditions. The Draft Contract attached to this RFT will represent the preferred contracting position of the Department for the relevant procurement. Therefore, prior to release to the market, all drafter's notes, etc. in the template contract should be removed.

*PLEASE NOTE that if you use standard departmental contracts, four-days will be required for the Procurement team to review your RFT documents prior to lodging on AusTender. If you use a 'non standard' contract template (such as a template from another government department), the timeframe for Help.Procurement to review your RFT documents is eight-days, and you will need to factor this in to your timings].



Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

REQUEST FOR TENDER

For the provision of [insert details]

RFT No. XXXXXXXX

PART B – TERMS AND CONDITIONS

Place for Lodgement: <https://www.tenders.gov.au>



INFORMATION FOR TENDERERS

Structure of this RFT

This Request for Tender (**RFT**) is made up of the following Parts:

Part A - RFT Requirements

(this) **Part B – RFT Terms and Conditions**, which consists of:

Part B1 – Tendering Rules

Part B2 – Evaluation of Tenders

Part B3 – Defined Terms in this RFT

Part C – RFT Response Form

Before preparing a tender, Tenderers should make sure they have read and understood all Parts of the above mentioned RFT documentation.

Part B1 TENDERING RULES

1. RFT Details

1.1. Invitation for Persons to Tender

- 1.1.1. The Commonwealth, represented by and acting through the Department of Infrastructure, Transport, Regional Development and Communications (**Department**) invites tenders for the provision of the Supplies described in the Statement of Requirements in accordance with this RFT (which is constituted by Parts A, B and C).

1.2. Summary of Requirements

- 1.2.1. The Department is seeking to enter into an agreement to procure the Supplies detailed in Part A of this RFT.
- 1.2.2. As a minimum, the Department requires Tenderers to comply with the Minimum Content and Format Requirements (if any) and the Conditions of Participation (if any). Subject to the correction of Minimum Content and Format Requirements and Conditions of Participation (if any) under section 1.1.4 of Part B2 of this RFT, failure to comply will result in the tender being excluded from further consideration.

2. RFT Download

2.1. Documentation Download - AusTender, the Australian Government's Procurement Information System

- 2.1.1. 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 ATM process, Tenderers 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/?event=public.termsOfUse>
- 2.1.2. All queries and requests for technical or operational support must be directed to:
AusTender Help Desk
Telephone: 1300 651 698
International: +61 2 6215 1558
Email: tenders@finance.gov.au
The AusTender Help Desk is available between 9am and 5pm ACT Local Time, Monday to Friday (excluding ACT and national public holidays).

3. Lodgement of Tenders

3.1. Electronic lodgement

- 3.1.1. Tenders must be lodged electronically via AusTender, at <https://www.tenders.gov.au> before the tender Closing Time and in accordance with the tender response lodgement procedures set out in this ATM documentation and on AusTender.

3.2. Tender Closing Time and Date

- 3.2.1. Tender responses must be lodged before the Closing Time.
- 3.2.2. The Closing Time will also be displayed in the relevant AusTender webpage, together with a countdown clock that displays in real time the amount of time left until Closing Time (For more information please see AusTender Terms of Use). For the purposes of determining whether a tender response has been lodged before the Closing Time, the countdown clock will be conclusive.


3.3. Preparing to Lodge a Tender Response

Tender File Formats, Naming Conventions and Sizes

- 3.3.1. Tenderers should lodge their tender in accordance with the requirements set out in sections 3.3 and 3.4 of this Part B1 for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the tender not uploading successfully and/or may result in the tender being excluded from consideration.
- 3.3.2. The Department will accept tenders lodged in Microsoft Word 2003 (or above), Microsoft Excel 2003 (or above) or PDF format 7.0 (or above), or the format as otherwise required under Part A3 of this RFT.
- 3.3.3. The tender file name/s should:
- a) incorporate the Tenderer's company name;
 - b) reflect the various parts of the bid they represent, where the tender comprises multiple files;

3.4. Tender Files

- 3.4.1. Tender files should not exceed a combined file size of five (5) megabytes per upload.
- 3.4.2. AusTender will accept up to a maximum of five files in any one upload of a tender. Each upload should not exceed the combined file size limit of five (5) megabytes. If an upload would otherwise exceed five (5) megabytes, the Tenderer should either:
- a) transmit the tender files as a compressed (zip) file not exceeding five (5) megabytes; and/or
 - b) lodge the tender in multiple uploads ensuring that each upload does not exceed five (5) megabytes and clearly identify each upload as part of the tender.



Tenders should be completely self-contained. No hyperlinked or other material may be incorporated by reference. All supporting material that is not directly related to this ATM should be provided in CD, DVD, or hard copy which must be received by the Project Manager at the address specified at Part A1 of this RFT within two (2) business days following the Closing Time.

3.5. Scanned or Imaged Material, including the Tenderer's Deed Poll

3.5.1. Scanned images of signed and/or initialled pages within the tender, including the Tenderer's Deed Poll at Part C of this RFT (or any statutory declarations and/or deeds of confidentiality, where they are required under this RFT), are permitted, so long as the total file size does not exceed the five (5) megabyte limit. The use of scanned or imaged material, where it expands the tender file size beyond the five (5) megabyte limit per upload, is prohibited by AusTender. Where it is necessary to provide such material in response to this RFT, such material may be provided separately so long as:

- a) the Tenderer includes in its tender a description of any material being separately provided pursuant to this section;
- b) the material is included on a CD-ROM, DVD or hard copy and sent to the Project Manager at the physical address specified in Part A1 of this RFT; and
- c) that material is received by the Project Manager before 2:00pm on the second business day following the Closing Time.

3.5.2. In the event that the Department requires clarification of the Tenderer's tender response, the Tenderer may be required to courier or security post the originals of the signature and/or initialled pages to the Project Manager at the address specified at Part A1 of this RFT, in accordance with any timeframe specified by the Department.

4. General Tendering Conditions

4.1. Requests for Further Information

4.1.1. Requests for further information in relation to this RFT should be directed:

- a) in writing to the Project Manager; and
- b) by the Deadline for Submission of Tenderer Questions specified in Part A1 of this RFT.

4.1.2. The Department may circulate questions and their answers to all other Tenderers but will not disclose the source of the questions or reveal the substance of a proposed tender.

[Drafter's note: Include the following paragraphs as well if an industry briefing is to occur]

4.2. Industry Briefing (Optional)

4.2.1. The Department will be conducting an industry briefing concerning the RFT. Details of the industry briefing are:

^Insert time and date^

^Insert location^

4.2.2. Attendance at the industry briefing is optional, however, Tenderers are strongly encouraged to attend, if possible. Tenderers should provide written notice to the Project Manager no later than ^insert date^, setting out the names and contact details for all persons who will be attending the industry briefing. Attendees who have not been notified to the Project Manager by this time may be refused entry to the industry briefing.

4.3. Variation and Termination of the RFT

4.3.1. The Department may, at its absolute discretion:

- a) amend this RFT, including by amending timeframes, the Draft Contract or the Department's requirements by giving written notice to Tenderers (where possible) and advertising the changes on AusTender;
- b) vary or suspend the RFT process;
- c) terminate or abandon the RFT process in whole or in part, where in the opinion of the Department:
 - i) that is in the public interest;
 - ii) no Tenderer meets the Minimum Content and Format Requirements (if any) or Conditions for Participation (if any);
 - iii) no Tenderer is fully capable of undertaking the Contract; or
 - iv) no tender represents value for money; and
- d) reject any Tenderer from the RFT process at any time where in the opinion of the Department:
 - i) that is in the public interest;
 - ii) that Tenderer does not meet the Conditions for Participation (if any) or Minimum Content and Format Requirements (if any);
 - iii) that Tenderer is not fully capable of undertaking the Contract;
 - iv) this RFT otherwise allows for the exclusion of a Tenderer; or
 - v) that Tenderer submits a tender that does not represent value for money.

4.4. Joint Tenders

- 4.4.1. The Department will not consider joint tenders, and will only contract with a single legal entity or recognised firm of partners.

4.5. The Department's Confidential Information

[Drafter's note: Please consider the nature of information being disclosed and whether the following is sufficient. Legal Services can advise on additional protections if required]

- 4.5.1. Each Tenderer will:


- a) ensure that all of its employees, agents or sub-contractors involved in meeting the Department's requirements do not either directly, or indirectly, record, divulge or communicate to any person any confidential information concerning the affairs of the Department, the Commonwealth or a third-party acquired or obtained in the course of preparing a tender, or any documents, data or information provided by the Department and which the Department indicates to the Tenderer is confidential or which the Tenderer knows or ought reasonably to know is confidential;
- b) keep confidential, and not disclose, any information (other than information that is in the public domain), that the Department provides during this RFT process; and
- c) if requested by the Department, provide confidentiality undertakings in a form specified by the Department and arrange for its applicable employees, agents or sub-contractors to also provide such undertakings.

4.6. Tenderer's Confidential Information

- 4.6.1. The Department will keep confidential any Confidential Information provided to the Department by Tenderers prior to the award of the Contract and, in respect of unsuccessful Tenderers, after the Contract is awarded.

- 4.6.2. The obligation of confidentiality in section 4.6.1 of this Part B1 does not apply if the Confidential Information:

- a) is disclosed by the Department to its advisers, officers, employees or sub-contractors solely in order to conduct the RFT process or manage any resulting Contract;
- b) is disclosed to the Department's internal management personnel, solely to enable effective management or auditing of the RFT process or any resulting Contract;
- c) is disclosed by the Department to the responsible Minister;
- d) is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;

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- e) is shared by the Department within the Commonwealth, or with a Commonwealth agency, where this serves the Commonwealth's legitimate interests including for audit purposes;
 - f) is authorised or required by law to be disclosed;
 - g) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality; or
 - h) is disclosed with the written consent of the Tenderer.

4.6.3. The Department operates within a governance and public accountability framework established under legislation, which requires the Department to minimise the amount of information that is subject to confidentiality requirements. The Department may agree to keep confidential any specific information provided under, or in connection with, the Contract where it is appropriate to do so. Further information on the Commonwealth's confidentiality policy is available at:

<https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-confidentiality> .

4.6.4. To enable the Department to consider whether it agrees to keep specific information confidential, Tenderers should include in their tender any request that information is to be treated as confidential following the awarding of a Contract to it, specifying the information and giving reasons why it is necessary to keep the information confidential.

4.6.5. The Department will consider any request made under section 4.6.4 of this Part B1 and will inform the Tenderer whether or not the Department, in its absolute discretion, agrees to the request and the terms under which it agrees.

4.6.6. The terms of any agreement will form part of any Contract to be awarded at the completion of the RFT process.

4.7. Disclosure of Information

4.7.1. The *Freedom of Information Act 1982 (FOI Act)* gives members of the public rights of access to documents in the possession of the Australian Government and its agencies. The FOI Act extends, as far as possible, the right of the Australian community to access information (generally documents) in the possession of the Australian Government, limited only by exceptions and exemptions necessary for the protection of essential public interests and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

4.7.2. Each Tenderer should obtain, and will be deemed to have obtained, its own advice on the impact of the FOI Act and all other relevant legislation on its participation in this RFT process. All sensitive business information or confidential data, which a Tenderer provides in its tender and considers should be exempt from disclosure under the FOI Act, should be clearly indicated in the Tenderer's tender.

4.7.3. Tenderers should be aware that, in order to enhance transparency, the Department will make available on request, the names of any sub-contractor engaged by a successful Tenderer to provide any part of the Supplies specified in the Statement of Requirements. Consequently, Tenderers agree to:

- a) the public disclosure of the names of any subcontractors engaged under the Contract, and
- b) inform relevant subcontractors that the names of subcontractors engaged under the Contract may be publicly disclosed.

4.7.4. The Department is obliged to report, through various mechanisms, information about the Contract. This includes for instance, the Department's obligations with respect to:

- a) the Senate Order on Departmental and Agency Contracts (the Department is required to list the contracts with a consideration of \$100,000 or more (GST inclusive) that it entered into during the previous 12-months, or that have not been fully performed, on the internet with access via the Department's home page. Further information regarding these requirements is specified in *Resource Management Guide No. 403 – Meeting the Senate Order on Entity Contracts*, February 2017);
- b) contracts with an estimated value of \$10,000 or more (the Department is required to publish details of these contracts on AusTender within six-weeks of entering into the contract. Further information about this requirement can be found at <https://www.finance.gov.au/government/procurement/buying-australian-government/contracts-entity-agreements>); and
- c) its other reporting and disclosure obligations (including annual reporting requirements, disclosure to Parliament and its Committees, and so on).

4.8. Ethical Dealing

4.8.1. The Department's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the RFT process. The Department requires the same standards from those with whom it deals.

4.8.2. Tenders should be compiled without improper assistance of employees or former employees of the Department, and without the use of information improperly obtained or in breach of an obligation of confidentiality.

4.8.3. The Tenderer must not:

- a) engage in misleading or deceptive conduct in relation to the RFT process;
- b) engage in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the RFT process; or

- c) attempt to influence improperly any officer, employee or agent of the Department, or violate any applicable laws or Department policies regarding the offering of inducements in connection with the RFT process.

4.8.4. The Department may exclude from consideration any tender lodged by a Tenderer who, in the Department's reasonable opinion, has engaged in any behaviour contrary to section 4.8 of this Part B1 in relation to the RFT process.

4.9. Conflicts of Interest

4.9.1. If a Conflict of Interest arises at any time during the RFT process, the Tenderer must immediately notify the Department in writing. In the event of a Conflict of Interest, the Department may in its absolute discretion, do any or all of the following:

- a) enter into discussions to seek to resolve the Conflict of Interest;
- b) reject the tender lodged by the Tenderer; or
- c) take any other action it considers appropriate.

4.10. Application of Law and Commonwealth Policy

4.10.1. The Tenderer should familiarise itself with all relevant legislation and Commonwealth policies relating to this RFT process, and the provision of the Supplies specified in the Statement of Requirements including;

- a) the *Public Governance, Performance and Accountability Act 2013* (Cth), associated delegated legislation, and related Commonwealth guidelines;
- b) the *Archives Act 1983* (Cth);
- c) *Government Procurement (Judicial Review) Act 2018* (Cth);
- d) the *Ombudsman Act 1976* (Cth);
- e) the *Privacy Act 1988* (Cth);
- f) the Protective Security Policy Framework published by the Attorney-General's Department;
- g) Division 137.1 of the *Criminal Code* (Cth);
- h) the *Work Health and Safety Act 2011* (Cth); and
- i) the *Public Interest Disclosure Act 2013* (Cth).

4.10.2. Tenderers should be aware that the Department will not enter into a contract with a supplier that has been named in Parliament as not complying with the *Workplace Gender Equality Act 2012* (Cth).

4.10.3. Tenderers' attention is drawn to the obligations under Part 4 of the *Charter of United Nations Act 1945* (Cth) and the *Charter of the United Nations (Dealing with Assets) Regulations 2008*. These laws require any person who holds assets or funds belonging to a person or entity on the list of designated persons and entities to immediately freeze those assets. It is an offence to make any funds or assets available to a designated person or entity on the list. The Commonwealth will not enter into a contract with Tenderers who are listed as a designated person or entity on the list. The list and more information are available at:

<http://dfat.gov.au/international-relations/security/sanctions/pages/consolidated-list.aspx>.

4.10.4. Tenderers must comply with any obligations applicable to them contained in the legislation arising from the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

4.10.5. Tenderers should be aware that the Department will not enter into a contract with a supplier that has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements and has not paid the claim.

4.10.6. In accordance with Resource Management Guide No. 417 *Supplier Pay On-Time or Pay Interest Policy* (January 2020), the contract with the successful Tenderer may include clauses to give effect to the policy set out in that Resource Management Guide, depending on the contract value.

4.11. The Indigenous Procurement Policy (*Optional*)

[Drafter's note: The Indigenous Procurement Policy applies to all NCEs subject to the CPRs. However, as set out below, the nature of clauses required will vary depending on the procurement.

There are a range of obligations on the Department – including obligations to consider Indigenous businesses **before** going to tender (for **all** contracts in Remote Areas and for **all** domestic contracts between \$80,000 and \$200,000). Additional requirements apply to High-Value Contracts above \$7.5 million (see below) – these additional requirements do not apply where the procurement is subject to paragraph 2.6 of the CPRs (security, human health, national treasures).

If the resultant contract will **NOT** be a High-Value Contract, insert clauses 4.11.1 to 4.11.3 (and delete clauses 4.11.4 to 4.11.8).

If the resultant contract **WILL** be a High Value Contract:

- insert clauses 4.11.4 to 4.11.8 (and delete clauses 4.11.1 to 4.10.3).
- insert the following Minimum Content and Format Requirement as a new paragraph (e) at the end of the table in Part A3, clause 2.3.

(e) The tender must include an Indigenous Participation Plan (see Part B1, clause 4.11).

A 'High-Value Contract' is defined as a contract where:

- a) the Supplies will be delivered in Australia;
- b) the value of the Supplies is \$7.5 million (GST inclusive) or more; and
- c) more than half the value of the contract is being spent in one or more of the following industry sectors:
 - i. building, construction and maintenance services;
 - ii. transportation, storage and mail services;
 - iii. education and training services;
 - iv. industrial cleaning services;
 - v. farming and fishing and forestry and wildlife contracting services;
 - vi. editorial and design and graphic and fine art services;
 - vii. travel and food and lodging and entertainment services; or
 - viii. politics and civic affairs services.

4.11.1. Tenderers should note that the Indigenous Procurement Policy (IPP) applies to this procurement. The purpose of the IPP is to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy. More information on the IPP can be found at www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp.

4.11.2. In its tender, each Tenderer is requested to detail how it will increase its:

- a) purchasing from Indigenous enterprises (being an organisation that is 50 per cent (or more) Indigenous owned ,that is operating a business); and
- b) employment of Indigenous Australians,

in the delivery of any resultant contract.

4.11.3. Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and / or use of Indigenous suppliers in the Tenderer's supply chain.



Note to Tenderers: Supply Nation maintains a list of enterprises that meet the definition of 'Indigenous enterprises' (see www.supplynation.org.au).

If an enterprise is not listed with Supply Nation, refer to section 1.8.1 of the Indigenous Procurement Policy for ways of ensuring an enterprise is an Indigenous enterprise.

4.11.4. In this paragraph 4.11:

High Value Contract	means a contract where: a. the Supplies will be delivered in Australia; b. the value of the Supplies is \$7.5 million (GST inclusive) or more; and c. more than half the value of the contract is being spent in one or more of the following industry sectors: i. building, construction and maintenance services ii. transportation, storage and mail services iii. education and training services iv. industrial cleaning services v. farming and fishing and forestry and wildlife contracting services; vi. editorial and design and graphic and fine art services; vii. travel and food and lodging and entertainment services viii. politics and civic affairs services.
Indigenous Participation Plan	means a plan detailing how the Tenderer will meet the minimum mandatory requirements for the Indigenous Procurement Policy (see <u>Part C7</u> of this RFT).
Indigenous Procurement Policy	means the policy of that name, as amended from time to time, available on the Indigenous Procurement Website.
Indigenous Procurement Website	means the website at www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp
Remote Area	means the areas identified in the map on the Indigenous Procurement Website, as updated from time to time.

- 4.11.5. It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information). If any resultant contract is a High Value Contract, the mandatory minimum requirements for Indigenous participation will apply.

[Drafter's note: Include the following paragraphs as well if the contract is a Remote Area contract.]

- 4.11.7. If a component of any resultant contract will be delivered in a Remote Area, this creates an opportunity for that resultant contract to deliver significant Indigenous employment or supplier use outcomes in that Remote Area.
- 4.11.8. In its Indigenous Participation Plan, the Tenderer should detail how it will ensure that its provision of the Supplies will deliver significant Indigenous employment or supplier use outcomes in the Remote Area.



Note to Tenderers: Refer to section 4.4.1 of the Indigenous Procurement Policy for examples of options available to ensure any resultant contract will deliver significant Indigenous employment or supplier use outcomes in the Remote Area

4.12. Black Economy Procurement Connected Policy (Optional)

[Drafter's note: Where this RFT is being used for an approach to market valued at \$4 million (ex GST) or more, the Black Economy Procurement Connected Policy will apply and the following clauses should be included].

- 4.12.1. Tenderers should note that the Black Economy Procurement Connected Policy applies to this procurement. The purpose of the Black Economy Procurement Connected Policy is to increase the integrity in supply chains for government procurement processes to promote good tax behaviour, and create an even playing field for businesses that comply with their tax obligations. More information on the Black Economy Procurement Connected Policy can be found at: <https://treasury.gov.au/publication/p2019-t369466>
- 4.12.2. As part of their tender, Tenderers must include:
- a) a Valid and Satisfactory Statement of Tax Record for the Tenderer; or
 - b) a receipt demonstrating a Statement of Tax Record has been requested from the Australian Taxation Office, and the Tenderer must then provide a Valid and Satisfactory Statement of Tax Record within four (4) business days from the Closing Time.

This is a Minimum Content and Format Requirement. Tenderers should also refer to the Conditions for Participation.

[Drafter's note: Paragraph 4.12.3 should not be included where the RFT is to establish a panel, as the value of goods and services to be provided by any first tier subcontractor will not be known in these circumstances)]

- 4.12.3. Tenderers must hold a Valid and Satisfactory Statement of Tax Record for any first-tier subcontractor that it proposes - as part of its tender - to engage to deliver goods or services with an estimated value of over \$4 million (GST inclusive).

This is a Condition for Participation.

4.13. Commonwealth Child Safe Framework (Optional)

[Drafter's note: The Child Safe Framework applies where child safety is relevant to the activities under the resultant contract. This includes where the resultant contract is to provide Services directly to children or activities that will or may involve contact with children.]

- 4.13.1. Tenderers should note that the Commonwealth Child Safe Framework applies to this procurement. The purpose of this policy is to promote the protection of Children in services and activities funded by the Commonwealth. More information about the Child Safe Framework can be found at: <https://pmc.gov.au/domestic-policy/national-office-child-safety/commonwealth-child-safe-framework>.


4.13.2. The Department requires the successful Tenderer to:

- a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the services to be provided under the resultant contract;
- b) obtain and ensure the currency of Working With Children Checks for any Child-Related Personnel for the duration of their involvement in the services to be provided under the resultant contract;
- c) ensure that any Child-Related Personnel comply with all Relevant Legislation for the duration of their involvement in the services to be provided under the resultant contract;

[Drafter's note: The following subsections should also be included in where the resultant contract concerns the provision of services directly to children or where some direct contact with children will be likely. Examples include:

1. providing early childhood learning services to children;
2. providing telephone counselling services to school aged children; or
3. teaching children to abseil at an outdoor mentoring program.

The following subsections should also be added to clause 4.13.2 if the resultant contract is for services that involve contact with children that is a usual part of, and more than incidental to, the services. For example, a service to train parents may involve, or enable, significant contact with a child or children even if the service is directed at the parent.]

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- d) implement the National Principles for Child Safe Organisations and also ensure their implementation by all Child-Related Personnel it employs or engages in relation to the services to be provided under the resultant contract;
 - e) complete and update, at least annually, a risk assessment to identify the level of responsibility for children and the level of risk of harm or abuse to children in relation to the services under the resultant contract;
 - f) put in place and update, at least annually, an appropriate risk management strategy to manage risks identified in the risk assessment referred to in section 4.13.2.e above;
 - g) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with, the National Principles for Child Safe Organisations, the tenderer's risk management strategy and Relevant Legislation relating to requirements for working with children and mandatory reporting;

[Drafter's note: The following subsections are mandatory, and should be included whenever sections 4.13.1. and 4.13.2 are included in this Part B]

- h) if requested, provide the Commonwealth with an annual statement of compliance with the requirements outlined in this section 4.13.2; and
- i) ensure any subcontract entered into by the Tenderer for the purposes of fulfilling the Tenderer's obligations under the resultant contract imposes on the subcontractor the same Child Safety obligations that the Tenderer has.

4.14. Australian Industry Participation (Optional)


[Drafter's note: Where this RFT is being used for an approach to market valued at \$20 million or more, the Department is required to consult with the Department of Industry, Innovation and Science (Industry) to determine whether an AIP Plan is required. Such consultation should occur as soon as possible. If the approach to market is valued at less than \$20 million, this clause 4.13 and Part C6 of this RFT can be deleted.

Where Industry has advised that the AIP Policy applies, the requirement to have an approved AIP Plan that covers the RFT at the Closing Time is a condition for participation for the tender, and the requirement to provide a copy of the AIP Plan and Certificate of Approval of the AIP Plan issued by Industry is a minimum content and format requirement.

Where Industry has advised that an AIP Plan is required, the following paragraphs should be inserted into the relevant parts of the RFT:

Part A.3, paragraph 2.3 (minimum content and format requirements) must be amended to include:

- 6. the tender must include a copy of the Tenderer's Approved AIP Plan that covers this RFT process and a copy of the certificate of approval from the Department of Industry, Innovation and Science confirming that it is an Approved AIP Plan (see Part C6 of this RFT);



The following should be inserted in the 'Table: Conditions for Participation' under Part A.3, paragraph 2.2:

1. the Tenderer must have an Approved AIP Plan that covers this RFT process and is current at the Closing Time;

The following definitions should be inserted in Part B3:

Approved AIP Plan means an Australian Industry Participation Plan that covers this RFT process and that has been approved by the Department of Industry, Innovation and Science in accordance with the AIP Plan User Guide;

AIP Plan User Guide means the Australian Industry Participation Plans User Guide for developing an AIP Plan published by the Department of Industry, Innovation and Science as at the date this RFT was issued to the market a copy of which can be obtained from the internet site <http://www.industry.gov.au>;

The Department must include Part C6 of this RFT]

4.14.1. Tenderers should note that the Australian Government Australian Industry Participation National Framework policy applies to this RFT process and a resultant contract (if any). More information on Australian Industry Participation Plan requirements and the associated AIP Plan User Guide can be found at:


<https://www.industry.gov.au/sites/default/files/user-guide-for-developing-an-australian-industry-participation-plan-procurement.pdf>.

4.14.2. The successful Tenderer will be required to have an executive summary of its Approved AIP Plan published at: <https://www.industry.gov.au/regulation-and-standards/australian-industry-participation/comm-government-procurement>.

4.15. *Workplace Gender Equality Act 2012 (Cth)*

4.15.1. Commonwealth policy prevents the Commonwealth from entering into contracts with suppliers who are non-compliant under the *Workplace Gender Equality Act 2012 (Cth)* (the WGE Act). The Department requires that, in performing any contract, a successful tenderer must:

- a) comply with its obligations, if any, under the WGE Act; and
- b) if the term of the Contract exceeds 18-months, the successful tenderer must provide a current letter of compliance within 18-months from the commencement date of the Contract and following this, annually to the General Manager, as specified in the Contract.



4.15.2. Tenderers should note that, if they are the successful Tenderer, and if during the term of the Contract they become non-compliant with the WGE Act, they must notify the General Manager. For further information about coverage of the WGE Act, contact WGEA on (02) 9432 7000.

4.15.3. Tenderers must indicate as part of the tenderer's response at Part C8, whether or not the organisation is a 'relevant employer' under the WGE Act and, if applicable, provide a current letter of compliance as part of their tender submission, if selected as the preferred or successful Tenderer, upon the request of the Commonwealth and prior to entering into the Contract.

4.16. Australian National Audit Office

4.16.1. Tenderers should be aware of the provisions of the *Auditor-General Act 1997*, which provide the Auditor-General, or an authorised person, with statutory powers to have, at all reasonable times, access to information, documents and records. The successful Tenderer will be required, at all reasonable times, to provide the Auditor-General, or his or her delegate, with reasonable access to information, documents, records and the Department's assets, including those on the Tenderer's premises. This will be required at reasonable times on giving reasonable notice for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or subcontractors, and which are related to the Contract. Such access will apply for the term of the Contract and for a period of seven (7) years from the date of expiration or termination.

4.16.2. Tenderers should obtain, and will be deemed to have obtained, independent advice on the effect of the *Auditor-General Act 1997* (Cth) on their participation in the RFT.

4.17. Tenderers to Inform Themselves

4.17.1. Each Tenderer must:

- a) examine this RFT, any documents referred to in this RFT and any other information made available by the Department to Tenderers for the purpose of tendering;
- b) examine all further information relevant to the risks, contingencies, and other circumstances having an effect on its tender which can be obtained by the making of reasonable inquiries;
- c) satisfy itself as to the correctness and sufficiency of its tender including tendered prices;
- d) obtain independent advice on the effect of all relevant legislation on their participation in the RFT; and
- e) satisfy itself as to the terms and conditions of the Draft Contract, and its ability to comply with those terms and conditions

4.17.2. Each Tenderer must:

- a) not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than amendments in accordance with sections 1.1.1 or 4.3 of this Part B1;
- b) not rely upon any warranty or representation made by or on behalf of the Department, except as expressly provided for in this RFT; and
- c) rely entirely upon its own inquiries and inspection in respect of the subject of its tender.

4.17.3. The Department will not be responsible for any costs or expenses incurred by the Tenderer in complying with the requirements of this RFT.

4.17.4. Except for the Tenderer's Deed, neither this RFT, nor the tender, gives rise to contractual obligations between the Department and the Tenderer.

4.18. Disclaimer

4.18.1. This RFT is an invitation to treat, and is not to be taken to be or relied upon as an offer capable of acceptance by any person, or as creating any form of contractual (including a process contract), quasi contractual, restitutionary or promissory estoppel rights, or rights based on similar legal or equitable grounds, whether implied or otherwise.

4.18.2. The Department will not be liable to the Tenderer on the basis of any promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to the Tenderer's participation in this RFT process including instances where:

- a) the Tenderer is not invited to participate in any subsequent process following completion of this RFT process;
- b) the Department varies or terminates the RFT process;
- c) the Department decides not to contract for all or any of the requirements; or
- d) the Department exercises or fails to exercise any of its rights under or in relation to this RFT.

4.19. Use of Tenders

4.19.1. All tenders submitted in response to this RFT will become the property of the Department.

4.19.2. Intellectual property owned by the Tenderer or third parties in material contained in the tender will not pass to the Department with physical property in the tenders. However, the Department may use, reproduce and circulate on a royalty free, perpetual and irrevocable basis any material contained in the tender, or provided by the Tenderer in response to this RFT, to the extent necessary to conduct the RFT process and in the preparation of any resultant Contract.

4.20. Offers and Acceptance of Offer

- 4.20.1. Lodging a tender will constitute an offer in accordance with this RFT by the Tenderer for a period of not less than the Offer Period.
- 4.20.2. Any such offer is not taken to have been accepted until a formal Contract has been executed by the Tenderer and the Department on the basis of the Draft Contract.
- 4.20.3. Any notice by the Department to the Tenderer that it is, or is not, a preferred or successful Tenderer does not constitute an acceptance or rejection of the Tenderer's offer.

4.21. Material Changes

[Drafter's note: Please note that relying on the following clauses will raise probity issues that would need to be carefully considered before proceeding.]

- 4.21.1. Following lodgement of a tender, a Tenderer must notify the Department in writing if there occurs at any time during this RFT process:
 - a) an event that has the effect of materially altering either the composition or control of the Tenderer or the business of the Tenderer; or
 - b) any material change to the compliance status of the Tenderer against the conditions of this RFT (including the Conditions for Participation, if any); or
 - c) any material change to the proposed basis on which the Tenderer proposes to provide the Supplies, or have access to the necessary and appropriate skills, resources, nominated key personnel, nominated subcontractors/consortium members/partners or corporate, legal or financial backing to provide those Supplies.
- 4.21.2. If the Department receives notice of an event under section 4.21.1(a), the Department may allow (on terms it considers appropriate) the substitution of the Tenderer with another legal entity upon receipt of a joint written request from or on behalf of the Tenderer and the other legal entity and, in which case, it will evaluate the tender in its original form prior to the event except that the impact of the event on the information provided in the tender may be taken into account.
- 4.21.3. If the Department receives notice of an event under sections 4.21.1(b) or (c), or the Department does not allow substitution, or substitution is not requested, under section 4.21.1(a), the Department may at its discretion either exclude the tender from consideration, or consider the tender, taking into account the impact of the changed circumstances on the information provided in the tender.

Part B2 Evaluation of Tenders

1.1. Evaluation Methodology

- 1.1.1. The objective of the evaluation is to identify the Tenderer that meets the Department's requirements and represents the best value for money.
- 1.1.2. The Department will not evaluate a tender unless it complies with the Minimum Content and Format Requirements (if any), including all required information, statements, certifications and declarations.
- 1.1.3. The Tenderer must also meet the Conditions for Participation (if any). Failure to satisfactorily meet any of the Conditions for Participation (if any) will result in the tender being excluded from consideration.
- 1.1.4. If the Department considers that there is an unintentional error of form in a Tenderer's submission, including a Tenderer's failure to comply with the Minimum Content and Format Requirements, the Department may, in its absolute discretion and without having any obligation to do so, allow the tender to be corrected or additional information to be provided (as the case may be). The Department may also, in its absolute discretion, decline to accept any correction or additional information (as the case may be) if it considers that to accept it would create unfairness in the RFT process. If the Department gives a Tenderer an opportunity to correct an unintentional error of form it will provide the same opportunity to all Tenderers.
- 1.1.5. The Department's decision on the parameters and methodology for evaluation will be final.
- 1.1.6. Subject to Contract negotiations, a Contract will be awarded to the Tenderer or Tenderers that:
 - a) meets the Minimum Content and Format Requirements (if any), subject to section 1.1.2 of this Part B2;
 - b) satisfies all Conditions for Participation;
 - c) is fully capable of undertaking the Contract; and
 - d) is evaluated as providing best value for moneyunless, for whatever reason, in the opinion of the Department, it is not in the public interest to do so.
- 1.1.7. No legal rights or obligations in relation to the provision of the Supplies will arise between the Department and any Tenderer prior to the execution of a Contract.
- 1.1.8. The Department is not bound to accept the lowest tender.

1.2. Tender Evaluation Criteria

1.2.1. The criteria to be applied for the purposes of evaluation are as follows:


Table: Evaluation Criteria	
1	The extent to which the tender meets the Technical Requirements
2	The tendered price
3	Any risks inherent in the tender including the degree of compliance with the Draft Contract and any actual or perceived conflict of interest

1.2.2. The sub-criteria under Evaluation Criterion 1 (Technical) will be given the relative weightings as specified in Part A3 of this RFT, if any.

1.2.3. Evaluation Criterion 2 (Price) and Evaluation Criterion 3 (Risk) are unweighted.

1.2.4. The Department will evaluate tenders in the following manner:

- a) tenders will be screened to assess compliance with the Conditions for Participation and the Minimum Content and Format Requirements. Tenders that do not comply will, subject to 1.1.2 of this Part B2, be excluded from any further evaluation;
- b) tenders which satisfy the Conditions for Participation and Minimum Content and Format Requirements will be assessed against the Evaluation Criteria;
- c) for the purposes of Evaluation Criterion 1 (Technical), Tenderers will be assessed against each of the Technical sub-criteria as specified in Part A3, using objective scoring. The weighting for each scored sub-criterion will then be applied to the Tenderers' averaged score against each of the Technical Requirements to produce a weighted score for that criterion;
- d) the weighted scores for the Technical Requirements will then be added to provide a total weighted score (the Technical Performance Score). Tenderers will be ranked according to their Technical Performance Score;
- e) overall best value for money represented by the tenders will be determined having regard to:
 - i. each tender's Technical Performance Score;
 - ii. each tender's offered pricing proposal, relative to other tenders in accordance with Evaluation Criterion 2 (Price); and
 - iii. the evaluation of the risks inherent in the tender in accordance with Evaluation Criterion 3 (Risk); and
- f) a final ranking of tenders according to their value for money will be produced.



1.2.5. Tenderers are to note that depending on the timeframes during which the tender process progresses, the Department may conduct some or all of the activities described in sections 1.2.4 (a) and (c) of this Part B2 in parallel. Tenderers acknowledge and agree that the screening of tenders as described in section 1.2.4(a) is an ongoing process and the Department may decide during the detailed evaluation process that tenders or Tenderers do not meet the Conditions for Participation and/or the Minimum Content and Format Requirements.

1.3. Clarification, Shortlisting and Negotiations

1.3.1. Subject to Tenderers' compliance with the Conditions for Participation, the Department, in its absolute discretion, may:

- a) use any relevant information obtained in relation to a tender (through this RFT or by independent inquiry) in the evaluation of tenders;
- b) enter into negotiations or discussions with any one or more Tenderers; and
- c) seek clarification or additional information from any Tenderer.

1.3.2. The Department may shortlist Tenderers, based on the assessment of value for money. If it does so, Tenderers will be advised accordingly, and shortlisted Tenderers may be invited to provide further information, including through an interview, on their tender to the Department.


1.3.3. Without limiting its other rights under the RFT, if in the Department's view during final negotiations the successful Tenderer has retracted, or attempts to retract, agreements under which material business, financial, technical and legal issues were resolved during negotiations or parallel negotiations, the Department may reject the successful Tenderer's tender, discontinue negotiations with that Tenderer, re-enter negotiations or parallel negotiations with other Tenderers (including or excluding the successful Tenderer), and exercise any other right the Department has under this RFT, at law or otherwise.

1.4. Alternative Solutions

1.4.1. Alternative solutions will only be considered where the Tenderer also provides in its tender a response that conforms to the specified requirements of this RFT. Any alternative solutions submitted must be in the same form as the RFT Response Form to enable evaluation by the Department.

1.4.2. Where an alternative solution is proposed, the Tenderer should:

- a) separately identify, in detail, the proposed alternative approach or solution;
- b) justify the proposed alternative approach or solution with explicit reasons;
- c) demonstrate that the alternative approach is more beneficial than the approach specified in this RFT; and

- 
- d) explain the financial impact (specifically including the impact on cost) and any other consequences of the proposed alternative approach or solution relative to the conforming approach.

1.5. Debriefing of Tenderers

- 1.5.1. The Department will, on request, arrange for a debriefing of all Tenderers.

1.6. Security, Probity and Financial Checks

- 1.6.1. The Department may perform such security, probity and financial investigations and procedures as the Department may determine are necessary in relation to any Tenderer, its employees, officers, partners, associates, subcontractors or related entities including consortium members and their officers, employees and subcontractors.
- 1.6.2. A tender may be rejected by the Department if the Tenderer does not provide, at its cost, all reasonable assistance to the Department in this regard.

1.7. Complaints

- 1.7.1. If a Tenderer has a complaint concerning this RFT or the Department's management of any aspect of this procurement process, the Tenderer may notify the Complaints Officer in writing of the existence of such a complaint. The written notice must also provide details of the complaint.
- 1.7.2. The Complaints Officer will acknowledge receipt of the complaint in writing. The complaint will then be reviewed by a senior officer of the Department who is and has been independent of the RFT process and the Tenderer will be notified of the outcome.

Part B3 Defined terms in this RFT

In this RFT, unless the contrary intention appears:

ATM means Approach to Market;

AusTender means the Commonwealth's business opportunity website, located at www.tenders.gov.au;

Black Economy Procurement Connected Policy means the *Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.

[Drafter's note: Include the following definition if clause 4.13 in Part B will be included in this RFT]:

Child means an individual(s) under the age of 18 years and **children** has a similar meaning;

[Drafter's note: Include the following definition if clause 4.13 in Part B will be included in this RFT] :

Child-Related Personnel means officers, employees, contractors, agents and volunteers of the Supplier involved with the services who as part of that involvement may interact with children;

Closing Time means the time and date specified in Part A1 of this RFT;

Commonwealth means the Commonwealth of Australia;

Conditions for Participation means the minimum conditions that potential suppliers must meet in order to participate in the procurement process or for the tender to be considered. The Conditions for Participation (if any) are specified in Part A3 of this RFT;


Confidential Information means information that:

- (i) is by its nature confidential;
- (ii) is designated by the disclosing party as confidential; or
- (iii) the receiving party knows or ought to know is confidential;

but does not include information which:

- (iv) is or becomes public knowledge other than by breach of confidentiality obligations; or
- (v) has been independently developed or acquired by the receiving party, not in connection with this RFT, as established by written evidence;

Conflict of Interest means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may, or may appear to, impair the ability of the Tenderer to provide the Supplies to the Department diligently and independently;



Contract means the agreement to be entered into with the successful Tenderer or Tenderers substantially in the form of the Draft Contract as amended from time to time, and any other documents expressly identified as forming part of the Contract;

Department means the Commonwealth of Australia, represented by and acting through the Commonwealth Department of Infrastructure, Transport, Regional Development and Communications;

Draft Contract means the form of agreement set out in Part A4 of this RFT;

Evaluation Criteria means the criteria set out in section 1.2.1 of Part B2 of this RFT;

[Drafter's note: Include the following definition if clause 4.13 in Part B will be included in this RFT]

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a state, territory or local authority;

Minimum Content and Format Requirements means the requirements that the tender must meet to be eligible for further consideration in the procurement process. The Minimum Content and Format Requirements (if any) are specified in Part A3 of this RFT;

[Drafter's note: Include the following definition if clause 4.13 in Part B will be included in this RFT]

National Principles for Child Safe Organisations means the National Principles for Child Safe Organisations, endorsed by the Council of Australian Governments as published by the Commonwealth Government (available at:

<https://www.humanrights.gov.au/about/news/coag-endorses-national-principles-child-safe-organisations>);

Offer Period means the period specified in Part A1 of this RFT;

Project Manager means the person set out in Part A1 of this RFT;

Public Interest Certificate has the meaning given to that term in the *Government Procurement (Judicial Review) Act 2018* (Cth);


[Drafter's note: Include the following definition if clause 4.13 in Part B will be included in this RFT]

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Services may be carried out;

RFT means this request for tender, as described in Part A1 of this RFT;

Satisfactory means meets the conditions set out in Part 6.b of the Black Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Black Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy;

Statement of Requirements means the statement of requirements set out in Part A2 of this RFT;



Statement of Tax Record means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

Supplies means the goods and/or services, and related requirements, that are being procured by the Department pursuant to this RFT, as described in the Statement of Requirements and the Draft Contract;

Technical Requirements means the Technical sub-criteria specified in Part A3 of this RFT;

Tenderer means a tenderer to this RFT;

Tender Box means AusTender, details of which are set out in Part A1 of this RFT;

Valid means valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.

[Drafter's note: Include the following definition if clause 4.13 in Part B will be included in this RFT]:

Working With Children Check or WWCC means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with children.



Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

REQUEST FOR TENDER

For the provision of [insert details]

RFT No. XXXXXXXX

PART C – Response Form

Tender	
Full name of Tenderer: [Tenderer to insert details]	
Contact Details:	
Contract Officer (name):	[Tenderer to insert details]
Position:	[Tenderer to insert details]
Phone number:	[Tenderer to insert details]
Email:	[Tenderer to insert details]

Place for Lodgement: <https://www.tenders.gov.au>

INFORMATION FOR TENDERERS

1. Structure of this RFT

This Request for Tender (**RFT**) is made up of the following Parts:

Part A: RFT Requirements

Part B: RFT Terms and Conditions

(this) **Part C: RFT Response Form**, which consists of:

Part C1 –Tenderer’s Details

Part C2 – Response to Statement of Requirements

Part C3 – Tendered Pricing

Part C4 – Contract Compliance Statement

Part C5 – Request to Keep Information Confidential

Part C6 – Australian Industry Participation Plan (optional)

Part C7 – Indigenous Participation Plan (optional)

Part C8 – Tenderer’s Deed Poll

Before preparing a tender, Tenderers should make sure they have read and understood all Parts of the RFT documentation.

2. Instructions

1.1. Form of response

Tenderers should ensure that their tenders are substantially in the form of this Part C – Response Form.

Tenderers should fully address all requirements set out in this RFT in preparing their tender. Tenderers may delete the ‘instructions’ from this document upon completion.

Tenderers may attach additional details, tables etc. as an appendix, as appropriate or necessary.



INFORMATION FOR TENDERERS

1.2. Completing this response

Tenderers should complete all information requested in this Response Form. Tenderers should type the information requested in each item in the space provided and generally notated '[insert details]'.

Tenderers should ensure that enough detail is provided for the purposes of the evaluation. Information should be presented clearly and succinctly.

Responses will be evaluated in accordance with Part B2 of this RFT, including the Evaluation Criteria set out in Part B2.

The inclusion of general marketing or other information that does not address the Evaluation Criteria is discouraged.

1.3. Mandatory Requirements

Tenderers must satisfy all the Conditions for Participation and tenders must meet all Minimum Content and Format Requirements specified in Part A of this RFT.

Part C1 Tenderer's Details

1. Tenderer's Details

[Drafter's Note: You should ensure that the requirements below are appropriate in light of the market being tested]

Tenderers should provide company, firm and/or business names as appropriate. Include ABN, ACN, ARBN, or other registration numbers wherever applicable:

Table: Tenderer Details:	
Tenderer's legal name	[insert name]
Trading or business name/s (if different to above)	[insert details]
ABN	[insert details]
ACN / ARBN / other	[insert details]
Type of entity (eg company, incorporated association, natural person)	[insert details]
Registered office / principal place of business	[insert details]
If a company, names and ABN/ACN (if applicable) of: <ul style="list-style-type: none">individual shareholders holding 20 per cent or more of any issued share capitalany related companies (within the meaning of section 50 of the <i>Corporations Act 2001</i>)	[insert details]
If a trustee, provide details of the relevant trust including a copy of the relevant trust deed (including any variations to that deed)	[insert details]
If a partnership, provide details of the relevant partnership including a copy of the relevant partnership agreement	[insert details]
If other entity, provide details	[insert details]

2. Subcontractor Details (if applicable)

Tenderers should provide details of any proposed subcontracting arrangements.

Table: Subcontractor Details	
<p>Provide details of subcontractor(s) proposed to deliver part of the requirements including:</p> <ol style="list-style-type: none"> 1. legal name, 2. details of arrangements between Tenderer and subcontractor, in particular: <ol style="list-style-type: none"> a. whether the subcontractor is/will be a 'first-tier' subcontractor; b. the part of the requirements proposed to be delivered by the subcontractor; and c. the estimated subcontract value (less or greater than \$4 million GST inclusive) 	[insert details]

3. Conditions for Participation

[Drafter's Note: This must be fully aligned with Part A and the Evaluation Plan.]

The Tenderer confirms that it meets the following Conditions for Participation:

Table: Conditions for Participation	
<p>[Drafter's note: Conditions for Participation set out below are required under the Black Economy Procurement Connected Policy and so must be included for procurements valued at over \$4 million (GST inclusive)]</p> <p>The Tenderer either:</p> <ol style="list-style-type: none"> a. holds a Valid and Satisfactory Statement of Tax Record by the Closing Time; or b. has a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office by the Closing Time, and holds a Valid and Satisfactory Statement of Tax Record no later than four (4) business days from the Closing Time. 	[Yes/No]

Table: Conditions for Participation

<p>[Drafter's note: Condition for Participation 2 should not be included where the RFT is to establish a panel, as the value of goods and services to be provided by any first tier subcontractor will not be known in these circumstances)]</p> <p>The Tenderer holds a Valid and Satisfactory Statement of Tax Record for any first-tier subcontractor that it proposes, as part of its tender, to engage to deliver goods or services with an estimated value of over \$4 million (GST inclusive).</p>	[Yes/No]
<p>[Drafter's note: Condition for Participation 3 should be included if services <i>will</i> be provided directly to children, or where some direct contact with children will be likely]</p> <p>The Tenderer complies with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel, and all Child-Related Personnel hold or will hold prior to the provision of Supplies current Working With Children Checks.</p>	[Yes/No]
<p>[Drafter's Note: Insert as per Part A, if applicable]</p>	[Yes/No]

4. Minimum Content and Format Requirements

[Drafter's Note: This must be fully aligned with Part A and the Evaluation Plan.]

The Tenderer confirms that its tender meets the following Minimum Content and Format Requirements:

Table: Minimum Content and Format Requirements

The tender is written in English and measurements are expressed in Australian legal units of measurement.	[Yes/No]
<p>This tender includes:</p> <ul style="list-style-type: none">a. a Valid and Satisfactory Statement of Tax Record for the Tenderer; orb. a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office for the Tenderer and the Tenderer then provides a Valid and Satisfactory Statement of Tax Record within four (4) business days from the Closing Time	[Yes/No]

Table: Minimum Content and Format Requirements

[Drafter's note: this requirement is optional – see section 2.3 in Part A3]	
This tender includes: a. a completed risk assessment which identifies the level of responsibility for Children and the level of risk of harm or abuse to Children in relation to the Services; and b. a risk management strategy to manage risks identified through the completed risk assessment.	
This tender includes the Tenderer's Details substantially in accordance with <u>Part C1</u> .	[Yes/No]
This tender includes pricing information substantially in accordance with <u>Part C3</u> .	[Yes/No]
This tender includes a Contract Compliance Statement substantially in accordance with <u>Part C4</u> .	[Yes/No]
This tender includes a signed Tenderer's Deed Poll substantially in the form of Part C8.	[Yes/No]

5. Conflict of Interest

The Tenderer should provide a statement regarding any issues that it reasonably considers may give rise to a Conflict of Interest in the provision of the required Supplies (see definition of 'Conflict of Interest' in Part B3 of this RFT). Any actions or arrangements that the Tenderer proposes to undertake in response to these issues should also be detailed in this part. Please note that clarification may be sought by the Department at any time as part of this RFT process.

Table: Conflicts of Interest

[insert details of Conflicts of Interest]	[insert details of proposed response or mitigations]
---	--

6. Insurance

Tenderers should provide details of insurance cover held and/or proposed in respect of the provision of the Supplies. Such details should include, but need not be limited to:

- (a) types of insurance coverage held
- (b) details of any blanket policy held;
- (c) amount of cover provided in policy
- (d) exclusions.

The Draft Contract describes the Department's expectations in regard to the type and amount of insurance cover for the proposed Supplies.

Table: Insurance Details	
[name of policy]	[insert details]
[name of policy]	[insert details]

7. Financial Information

[Drafter's Note: You should review and consider the financial viability requirements of Tenderers, in light of the nature of the procurement, the risks involved and the evaluation method. Below is a standard EXAMPLE of information that may be required. If the financial viability of Tenderers is not to be assessed, delete this section]

Tenderers should provide financial information relating to their tender in the form of the tables set out on the next page.

The Department, or any third party authorised by the Department, may perform such security, probity and financial investigations and procedures as the Department may determine are necessary in relation to any Tenderer, its employees, officers, partners, associates, subcontractors or related entities. Tenderers may be required to provide access to records requested by the Department or its third party representative/s in order to facilitate the necessary financial investigations.

Tenderers should provide the following information (as applicable) relating to their tender.

Table: Financial and related information	Response
Is the Tenderer subject to any petitions, claims, actions, judgments, or decisions, etc. which is likely to adversely affect your performance of the contract. (if yes, provide details).	[Yes/No]
The Tenderer is: [delete non-applicable types]	Sole Trader Partnership Incorporated Association Company (specify type) Trust Government.
The Tenderer has been in business for: [delete non-applicable periods]	Less than 12-months 1–2 years 2–4 years 4–6 years 6–8 years longer than eight (8) years.

Tenderers should provide the financial statement summary (as applicable).

Table: Financial statement summary			
Item	Year to date	Previous Financial year	Next to previous financial year
Operating income			
Interest paid			
Net operating income			
Dividends / distributions / drawings paid			



Table: Financial statement summary			
Item	Year to date	Previous Financial year	Next to previous financial year
Cash at bank			
Total current / financial assets			
Total assets			
Level of debt			
Total current liabilities			
Total liabilities			
Total equity			

Tenderers should provide copies of the following information (as applicable).

Table: Supporting Materials	Attached
Most recent audited financial statements including a copy of the auditor’s statement	[Yes/No]
Most recent annual report	[Yes/No]
Copy of certificate of currency for public liability insurance	[Yes/No]
Copy of certificate of currency for workers compensation insurance	[Yes/No]
Copy of certificate of currency for professional indemnity insurance	[Yes/No]
Details of any petitions, claims, actions, judgements, or decisions, etc., which is likely to adversely affect your performance of the contract.	[Yes/No]

Part C2 Response to Statement of Requirements

1. Technical

Tenderers should complete the following information.

[Drafter's Note: You should review and consider the response requirements in this [Part C2](#), in light of the nature of the procurement and the relevant services, etc. Below is a standard EXAMPLE which is aligned with the standard Technical Requirements (i.e. sub-criteria) in [Part A](#)]

Table: Technical requirements

1. Ability - The Tenderer's ability to provide the Supplies in accordance with the Statement of Requirements, based on:

- (a) the Tenderer's industry experience and expertise;

[insert details]

- (b) the past performance of the Tenderer and any proposed subcontractors or personnel at providing similar Supplies of the scale and complexity described in the Statement of Requirements;

[insert details]



Table: Technical requirements	
(c)	the Tenderer’s skills and qualifications (including those of any proposed personnel and subcontractors);
	[insert details]
(d)	the Tenderer’s demonstrated capability to meet applicable Australian standards; and
	[insert details]

[Drafter's note: This optional item (e) should be included where the value of the procurement is greater than \$4 million.

- (e) details of the economic benefit to the Australian economy of the Tenderer's proposal;

To assist Tenderers in completing this item (e), the Department should provide Tenderers with some guidance of the information they should provide – the text in yellow is a sample. The Department of Finance has issued some guidance to agencies on information that could be sought from Tenderers

https://www.finance.gov.au/sites/default/files/2019-11/consideration_of_broader_economic_benefits_in_procurement.pdf]

Tenderers may wish to address the following issues in relation to their Tender:

- a) direct and indirect employment in Australia, including details by region and sector;
- b) investment in property, equipment and other infrastructure;
- c) skills and training, including apprenticeships and other structured training;
- d) small and medium sized enterprises and subcontractors to be involved in performing the Supplies, including details of linkages that will be established to global supply chains;
- e) research and development activities;
- f) technology or skills transfer to Australian businesses;
- g) value of inputs from suppliers based in Australia compared with overseas;
- h) value of labour costs (including from subcontractors and other suppliers) based in Australia compared with overseas; and
- i) contribution to social and community outcomes.

[insert details]

(f) [other?]

[insert details]

2. Capacity - The capacity of the Tenderer to provide the Supplies in accordance with the Statement of Requirements within the required timeframe, including:

(a) the availability of the Tenderer's personnel and time allocation to the task;

[insert details]

(b) the Ability of the Tenderer to meet project deadlines;

[insert details]

(c) the Tenderer's capacity to provide the Supplies over the required period; and

[insert details]

(d) [other?]

[insert details]

3. Indigenous Procurement Policy - The Tenderer's proposed approach to:

a) using Indigenous enterprises in its supply chain; and

[insert details]

b) the employment of Indigenous Australians.

[insert details]

2. Key Performance Indicators

[Drafter's Note: If there is a need for KPIs, insert the table below. In such a case, ensure that the "Basis of measurement" and "KPI" descriptions are appropriate for the goods and/or services that are sought by the Department as they will form part of the Contract for the Supplies. If KPIs are not required or applicable to the procurement, then delete this section.]

Tenderers should indicate compliance with the proposed Key Performance Indicators (**KPIs**) specified in the table below.


Tenderers may suggest alternative or additional KPIs.

Table: Key Performance Indicators					
Service					
Outcomes					
Basis of Measurement	KPI	How to measure KPI	Form of report	When to measure	Who to measure

3. Transition Management Plan

[Drafter's Note: If a Transition Management Plan is required, you should consider including the following requirements as may be applicable to the procurement. If a Transition Management Plan is not needed, delete this section.]

Tenderers should provide information to explain the process it would adopt to ensure it commenced the full provision of the Supplies on the required date.



Tenderers should provide a schedule, including timelines, that details:

- the transition tasks the Tenderer identifies as necessary for effecting the transition from the Department/current supplier to the Tenderer;
- the respective roles and responsibilities the Tenderer proposes for the Tenderer, Department and current supplier, to facilitate the transition of the project from Department/current supplier control to Tenderer control;
- the process to be observed for phasing in of the Tenderer's required personnel and equipment;
- the stocktaking and acceptance testing (if appropriate) of the inventory of Commonwealth material passing to the Tenderer's control;
- the nature of any special transition requirements the Tenderer has identified as associated with the Tenderer's proposed method of providing the Supplies; and
- the nature of any transitional/familiarisation training the Tenderer may require from the Department/current supplier during the transition period.



Part C3 Tendered Pricing

Tenderers should complete the following information.

[Drafter's note: The pricing response requirements should be set out here, including any particular format for responses by tenderers (i.e. tables, etc.). For example, you may wish to include tables for including hourly/daily rates based on common levels of experience, etc, or for total project fees (whether payable on completion or on achievement of milestones etc.), as appropriate in light of the pricing requirements for the procurement as set out in Part A. For longer term agreements, you may also need to consider whether Tenderers may tender prices subject to indexation (i.e. annually, according to adjustments in CPI), or whether the tendered pricing is required to be fixed for the duration of the agreement.]

Part C4 Contract Compliance Statement

1. Compliance Statement

Tenderers should refer to the Draft Contract at Part A4 of this RFT.

Tenderers should state their compliance or otherwise with the Draft Contract for this RFT.

The table format below should be used in completing this Compliance Statement:

Table: Contract Compliance Statement		
Clause	Nature of Compliance	Explanation of partial or non compliance


2. Instructions

Tenderers should note that the extent of non-compliance will be a factor in the evaluation process. Any additional cost or risk that compliance with those variations or additions will impose on the Department may be taken into consideration in evaluation.

In completing this Compliance Statement, the items should be in the order in which the clauses appear in the Draft Contract, and refer to the relevant clause number, Schedule or Attachment. Compliance responses should be limited to the following expressions:

"Compliant" - which means:

- (i) in the case of a clause which is of an informative nature only, the clause has been read and understood;
- (ii) in the case of a clause which imposes a contractual condition, that the condition is agreed; and
- (iii) in the case of a clause which directs that an action be taken, that this has occurred/will occur.



"Partially Compliant" - which means in the case of a clause which imposes a contractual condition, that the Tenderer can meet the condition subject to certain qualifications.

"Not Compliant" - which means:

- (i) in the case of a clause which imposes a contractual condition, that the Tenderer does not agree with that condition; and
- (ii) in the case of a clause which directs that an action be taken, that this has not occurred/will not occur.

Where a Tenderer states that it is "partially compliant" or "not compliant" with a clause, the extent of non compliance should be stated in full in the Compliance Statement. In this case, the Tenderer should:

- provide specific reasons for non-compliance with the clause; and
- provide a specific proposal for alternative wording for the clause.

Non-committal terms such as "Noted" or a failure to respond may be deemed as a response of "Not Compliant".

When completing the Compliance Statement, the Tenderer may group clauses where the response is the same for each of those clauses. For example "Clauses 2.1 to 2.6 – Compliant".

Part C5 Request to Keep Information Confidential

a) Information contained in contract:

Item	Period of Confidentiality	Reason why it is necessary to keep information confidential

b) Information obtained or generated in performing contract:

Item	Period of Confidentiality	Reason why it is necessary to keep information confidential



Part C6 Australian Industry Participation Plan (optional)

Tenderers must include copies of their Approved Australian Industry Participation Plan and certificate of approval of the Approved AIP Plan issued by the Department of Industry, Innovation and Science with their Tender Response (refer to clause 4.11 of [Part B](#)).

Part C7 Indigenous Participation Plan (optional)

[Drafter's Note: Include this template Indigenous Participation Plan where the RFT is in relation to a High Value Contract – see clause 4.10 of Part B. The successful Tenderer's Indigenous Participation Plan will form part of the Contract.]

Each Tenderer must submit an Indigenous Participation Plan with its Tender. The Indigenous Participation Plan should address:

- a) how the Tenderer intends on meeting the mandatory minimum requirements for the Indigenous Procurement Policy;
- b) the Tenderer's current rate of Indigenous employment and supplier use;
- c) the Tenderer's commitment to Indigenous participation. Some examples of the activities an organisation can take to demonstrate its commitment to Indigenous participation are set out in paragraph 4.7.1 of the Indigenous Procurement Policy; and
- d) if any part of the contract will be delivered in a Remote Area, how the Tenderer will ensure that its provision of Supplies will deliver significant Indigenous employment or supplier use outcomes in that Remote Area.

The mandatory minimum requirements can be met at:

- a) the contract-based level; or
- b) the organisation-based level.

Contract-based level

To meet the mandatory minimum requirements at the contract-based level, by the end of the initial term of the resultant contract:

- a) at least four (4) per cent of the full time equivalent Australian-based workforce deployed on the Supplies must be Indigenous Australians, on average over the initial term of the contract; or
- b) at least four (4) per cent of the value of the work performed under the contract must be subcontracted to Indigenous enterprises, on average over the initial term of the contract; or
- c) a minimum percentage of the full time equivalent Australian-based workforce deployed on the Supplies must be Indigenous Australians, and a minimum percentage of the value of the work performed under the contract must be subcontracted to Indigenous enterprises, so that both minimum percentages add up to four (4) per cent, on average over the initial term of the contract.

Organisation-based level

To meet the mandatory minimum requirements at the organisation-based level, by the end of the initial term of the contract:

- a) at least three (3) per cent of the full-time equivalent Australian-based workforce of the Tenderer must be Indigenous Australians, on average over the initial term of the contract; or
- b) at least three (3) per cent of the value of the Tenderer's Australian supply chain must be subcontracted to Indigenous enterprises, on average over the initial term of the contract; or
- c) a minimum percentage of the full time equivalent Australian-based workforce must be Indigenous Australians, and a minimum percentage of the value of the Tenderer's supply chain must be subcontracted to Indigenous enterprises, such that both minimum percentages add up to three (3) per cent on average over the initial term of the contract.

The mandatory minimum requirements can be met directly or through subcontracts.

The successful Tenderer's Indigenous Participation Plan will be attached to the resultant contract, and the successful Tenderer will be required to comply with and report against the Indigenous Participation Plan during the Term.

Set out below is a suggested format for the Indigenous Participation Plan:

INDIGENOUS PARTICIPATION PLAN

[INSERT NAME OF TENDERER]

This is an Indigenous Participation Plan submitted as part of the tender in response to [INSERT RFT NUMBER] (**RFT**).

If selected as the preferred Tenderer following evaluation of tenders received in response to the RFT and following execution of a contract, [TENDERER] will meet the mandatory minimum requirements for the purposes of the Indigenous Procurement Policy:

at the contract-based level, in which regard at least:

- [INSERT] percentage of [TENDERER'S] full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians over the initial term; and
- [INSERT] percentage of the value of the work performed under the contract will be subcontracted to Indigenous enterprises over the initial term; or



[TENDERER] demonstrates its commitment to Indigenous participation as follows:

[TENDERER] will meet the mandatory minimum requirements:

- directly; or
- through subcontracts.

[Tenderer to detail its approach to meeting the mandatory minimum requirements directly or through subcontracts.]

[Drafter's Note: Include the following where a component of any resultant contract will be delivered in a Remote Area.]

Remote Area contracts

A component of any resultant contract will be delivered in a Remote Area. [TENDERER] proposes to ensure the contract will deliver a significant Indigenous employment or supplier use outcome in that Remote Area as follows:

Part C8 Tenderer's Deed Poll

Date:	
Name of Tenderer:	[insert full name]
ABN / ACN:	[insert ABN & ACN(if applicable)]

("Tenderer")

Offer to provide Supplies

1. The Tenderer offers to provide the Supplies described in the Request for Tender No. [INSERT NO] ("RFT") issued by the Commonwealth Department of Infrastructure, Transport, Regional Development and Communications ("**Department**"), at the fees and charges tendered in its tender and subject to the terms and conditions of the RFT.
2. The Tenderer acknowledges that:
 - (a) it has the capacity to offer the Supplies as described in its tender and there is no restriction under any relevant law to prevent it from making such an offer;
 - (b) it has sufficient financial resources to deliver the Supplies, including in respect of any guarantees or warranties related to the delivery of those Supplies;
 - (c) there are no current or impending legal action (either formal proceedings or notification of legal action) which the Tenderer is aware that could impact on the financial viability of the Tenderer or the delivery of the Supplies; and
 - (d) it complies with all Conditions for Participation set out in this RFT.

Conflict of Interest

3. At the time of submitting its tender, the Tenderer has made reasonable enquiries and is not aware of any Conflict of Interest, other than those disclosed in its tender (in [Part C1](#)), that exists or may arise in the provision of the Supplies should the Tenderer be successful as a result of this RFT process.

RFT No. [INSERT NUMBER]

Part C: 26 | Page

Tenderer: [Insert Tenderer name]



Offer Period

4. The Tenderer's offer, as comprised in its tender, remains open for the Offer Period.
5. The Tenderer will notify the Department of relevant details if there is any 'material change' in the Tenderer or the tender after lodgement of this tender, as required under this RFT.

Compilation of tender

6. The Tenderer's tender has been compiled without the improper assistance of employees or former employees of the Department and without the use of illegally obtained information.
7. Neither the Tenderer, nor any of its officers, employees, agents, subcontractors and/or proposed consortium members (if any), has attempted to, or will attempt to, improperly influence an officer of the Commonwealth in connection with the preparation or assessment of this tender.

Judicial decisions

8. The Tenderer represents that it does not have a judicial decision against it (apart from a decision under appeal) or any resulting order relating to employee entitlements (not including decisions under appeal) where the Tenderer has not paid the claim.

Workplace Gender Equality Act 2012 (Cth)

9. Under Australian Government procurement policy, the Tenderer is obliged to indicate whether or not it is covered by the *Workplace Gender Equality Act 2012 (Cth)* (the WGE Act). The Tenderer is covered by the WGE Act if it is a 'relevant employer', defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia.

For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

- Yes, I am a relevant employer. I have attached a current letter of compliance as part of this submission which indicates my compliance with the *Workplace Gender Equality Act 2012*.
- Yes, I am a relevant employer. I will be providing a current letter of compliance prior to contract.
- No, I am not a relevant employer.

[Note to Tenderers: tick whichever is applicable] False or misleading statements

10 The Tenderer is aware that giving false or misleading information is a serious offence, pursuant to section 137.1 of the *Criminal Code Act 1995* (Cth).

Yes

No

Compliance with Australian standards

11. The Tenderer represents that it is able to meet any Australian standards applicable to the Supplies.

Yes

No

Indigenous Procurement Policy

[Drafter's note: include the following where the RFT is in relation to a High Value Contract]

12. The Tenderer represents that:

a) The Tenderer has, or has had ___ [NIL OR SPECIFY NUMBER] contracts with the Commonwealth that included the Indigenous Procurement Policy mandatory minimum requirements.

b) For the contracts referred to in (a) (if any), the Tenderer has

[Note to Tenderers: Strike out the options that do not apply.]

- *fully met*
- *partially met*
- *not met*
- *not applicable as NIL contracts undertaken,*

the Indigenous Procurement Policy mandatory requirements.


The Indigenous enterprises referred to in the Indigenous Participation Plan submitted as part of the Tenderer's tender are 50 per cent or more Indigenous owned.

[Note to Tenderers: if you are an incorporated joint venture, where the joint venture is at least 25 per cent Indigenous owned, include the following]

RFT No. [INSERT NUMBER]

Part C: 28 | Page

Tenderer: [Insert Tenderer name]



The Tenderer is a joint venture that is 25 per cent or more Indigenous owned.

Black Economy Procurement Connected Policy

[**Drafter's note:** include the following clauses where the RFT is for goods and/or services valued at over \$4 million (ex GST). It need not be included where the RFT is used to establish a panel, as the value of goods and services to be provided by any first tier subcontractor will not be known in these circumstances]

13. The Tenderer represents that if it is the successful Tenderer, it will ensure any first tier subcontractor not included in its tender, that it subsequently engaged to deliver goods or services with an estimated value of over \$4 million (GST inclusive), provides it with a Satisfactory Statement of Tax Record that is Valid at the time of entry into the subcontract.

[**Drafter's note:** the following clauses are optional clauses that may be included for the purposes of the Black Economy Procurement Connected Policy. If paragraph 15.b is included, then 15.c should also be included, and vice versa. If paragraph 15.a is included, a consequence should also be included and an example of an approach is included in clause 16, but this will need to be confirmed by reference to the proposed draft Contract]

14. The Tenderer represents that if it is the successful Tenderer and its Satisfactory Statement of Tax Record is, or will be no longer Valid at the time any Contract will be entered into with the Department, it will, if requested by the Department, provide the Department with a renewed Valid and Satisfactory Statement of Tax Record prior to the Contract being entered into.

15. The Tenderer represents that if it is the successful Tenderer it will:

- a. hold a Valid and Satisfactory Statement of Tax Record for the duration of any Contract entered into with the Department and, on request by the Department, provide to the Department a copy of any such Statement of Tax Records;
- b. ensure that any first tier subcontractor it engages to deliver goods or services with an estimated value of over \$4 million (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record for the duration of any subcontract in relation to those goods or services; and
- c. retain a copy of all Statement of Tax Records held by any first tier subcontractor in accordance with clause 15.c and, on request by the Department, provide to the Department a copy of any such Statement of Tax Records.

16. The Tenderer acknowledges that if it is the successful Tenderer and it does not comply with the requirements outlined in clause 15.a, that it will be a breach of the Contract.

Commonwealth Child Safe Framework

[Drafter's note: The Child Safe Framework applies where child safety is relevant to the resultant contract's activities, and the resultant contract is to provide services directly to children or activities that will or may involve contact with children.]

17. The Tenderer represents that if it is the successful Tenderer it will:

- a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the services to be provided under the resultant contract;
- b) obtain (if it has not already done so) and otherwise ensure the currency of Working With Children Checks for any Child-Related Personnel for the duration of their involvement in the services to be provided under the resultant contract;
- c) ensure that any Child-Related Personnel comply with all Relevant Legislation for the duration of their involvement in the services to be provided under the resultant contract;

[Drafter's note: The following clauses should also be included where the resultant contract is to provide services directly to children or where some direct contact with children will be likely.]

- d) implement the National Principles for Child Safe Organisations and also ensure their implementation by all Child-Related Personnel;
- e) update, at least annually, the risk assessment and risk management strategy submitted as part of this response;
- f) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with, the National Principles for Child Safe Organisations, the tenderer's risk management strategy and Relevant Legislation relating to requirements for working with Children and mandatory reporting;

[Drafter's note: The following subsections are mandatory, and should be included whenever the tenderer is required to make give warranties in relation to the Child Safe Framework in this Deed Poll]

- g) ensure any subcontract entered into by the Tenderer for the purposes of fulfilling the Tenderer's obligations under the resultant contract, imposes on the subcontractor the same Child Safety obligations that the Tenderer has.

Confidentiality

18. The Tenderer will not, and will ensure that its employees, agents or subcontractors do not, either directly or indirectly records, divulge or communicate to any person any confidential information concerning the affairs of the Department, the Commonwealth or any third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by the Department and which the Department indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

Ethical Dealing

19. The Tenderer represents that its tender has been compiled without the improper assistance of any current or former Department officer, employee, contractor or agent and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the Department.
20. The Tenderer represents that it has not:
- a) engaged in misleading or deceptive conduct in relation to its tender or the RFT process;
 - b) engaged in any collusive Tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their tender or the RFT process;
 - c) attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the Department, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process; or
 - d) otherwise acted in an unethical or improper manner or contrary to any law.

This Deed Poll is governed by and is to be construed in accordance with the laws in force in the Australian Capital Territory.

SIGNED, SEALED AND DELIVERED AS A DEED POLL for the benefit of the Commonwealth of Australia acting through the Department.	
Signature of authorised officer of the Tenderer*:	
Full name of authorised officer of the Tenderer:	
Signature of Witness:	
Full name of Witness:	
Date:	

**By signing, the authorised officer warrants that they are legally authorised to sign this document on behalf of the Tenderer described in this Deed Poll.*



Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

TENDER NUMBER 100XXXX

<<INSERT TITLE>>

ADDENDUM NUMBER XX

<<Choose appropriate purpose for Addendum>>**

**Questions and Answers/Clarification to Tender
Specifications/Brief/Statement of
Requirements**

<<insert date of Addenda>>

Lodgement Reminder:

ELECTRONIC LODGEMENT ONLY

Place for Lodgement:: <https://www.tenders.gov.au>

CLOSING TIME: <<INSERT TIME>> (Local time in the ACT)

CLOSING DATE: <<INSERT DATE>>

Addendum Number XX

QUESTIONS AND ANSWERS <<or details of the clarification>>

Question 1:

Answer1:

Question:2

Answer 2:

After completion seek approval for publishing from your General Manager prior to forwarding to help.[procurement@infrastructure.gov.au](mailto:help.procurement@infrastructure.gov.au) to request that it be placed onto AusTender.



Australian Government
Department of Infrastructure, Transport,
Cities and Regional Development

Tender Evaluation Plan

Request for tender for [insert details]

RFT No. [insert details]

Place for Lodgement: <https://www.tenders.gov.au>

INSTRUCTIONS FOR USE

NOTE: DELETE THIS PAGE ONCE YOU HAVE COMPLETED THE TEP

You need to provide details for the following areas of the TEP:

No	Section	Details
1.	Title Page	Insert RFT number Insert description of services
2.	6.1.1	Insert Technical Requirements and weightings (if any) Note: If no weightings are specified in section 1.2 of Part A3 of the RFT, the Technical Requirements are equally weighted.
3.	Attachment A	Insert summary and description of the RFT.
4.	Attachment A	Insert date the RFT was released on AusTender
5.	Attachment A	Insert the RFT closing time and date
6.	Attachment A	Insert name of decision maker in relation to the RFT process
7.	Attachment A	Insert the Technical Requirements which were included in the RFT documents
8.	Attachment A	Insert name of Project Manager
9.	Attachment A	Insert details of TEC members

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1. Introduction

1.1. Introduction

- 1.1.1. The Commonwealth, represented by and acting through the Department of Infrastructure, Transport, Cities and Regional Development (**the Department**) invited tenders for the provision of the Supplies specified in the RFT.
- 1.1.2. The release date and Closing Time of the RFT are specified in Attachment A.

2. Definitions

2.1. Definitions & Interpretation

- 2.1.1. In this Evaluation Plan, unless the contrary intention appears:
- a) **Black Economy Procurement Connected Policy** means the *Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.
 - b) **Closing Time** means the time and date specified in Part A1 of the RFT and Attachment A of this Evaluation Plan;
 - c) **Conditions for Participation** means the minimum conditions that Tenderers must demonstrate compliance with in order to participate in the procurement process or for the tender to be considered. The Conditions for Participation (if any) are specified in Part A3 of the RFT;
 - d) **Confidential Information** means information that:
 - (i) is by its nature confidential;
 - (ii) is designated by the disclosing party as confidential; or
 - (iii) the receiving party knows or ought to know is confidential;but does not include information which:
 - (iv) is or becomes public knowledge other than by breach of confidentiality obligations; or
 - (v) has been independently developed or acquired by the receiving party, not in connection with this RFT, as established by written evidence;
 - e) **Conflict of Interest** means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may, or may appear to, impair the ability of the Tenderer to provide the Supplies to the Department diligently and independently;
 - f) **Decision Maker** means the ultimate decision maker and delegate in respect of this RFT process, as specified in Attachment A;

- g) **Draft Contract** means the form of agreement set out in Part A4 of the RFT;
- h) **Evaluation Criteria** means the criteria set out in section 1.2.1 of Part B2 of the RFT;
- i) **KPIs** means the Key Performance Indicators specified in section 3.3 of the RFT Part A2 (if any);
- j) **Minimum Content and Format Requirements** means the criteria that the tender must meet to be eligible for further consideration in the procurement process. The Minimum Content and Format Requirements (if any) are specified in Part A3 of the RFT;
- k) **Probity Coordinator** means the person allocated the role of Project Manager (see I below);
- l) **Project Manager** means the person set out in Part A1 of the RFT and nominated at Attachment A in this evaluation plan;
- m) **RFT** means the Request for Tender, as described in Part A1 of the RFT and in Attachment A of this evaluation plan;
- n) **Satisfactory** means meets the conditions set out in Part 6.b of the Black Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Black Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy.
- o) **Statement of Requirements** means the statement of requirements set out in Part A2 of the RFT;
- p) **Statement of Tax Record** means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.
- q) **Technical Requirements** means the Technical sub-criteria specified in Part A3 of the RFT;
- r) **Tenderer** means a tenderer to this RFT; and
- s) **Tender Box** means AusTender, details of which are set out in Part A1 of the RFT.
- t) **Valid** means valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.

3. Methodology

3.1. Methodology and Process

- 3.1.1. The Evaluation Methodology to be used in the evaluation of Tenders, including this RFT, is outlined in Part B2 of the RFT documents. This Evaluation Plan specifies the process that will be used in the assessment of

tenders received to establish which meets the Department's requirements and offers the best value for money.

3.2. Value for Money

3.2.1. This evaluation plan will assist the Tender Evaluation Committee (TEC) in determining overall best value for money represented by the tenders.

3.2.2. The TEC will assess each tender for value for money having regard to:

- a) the degree to which the tender meets the Technical Requirements;
- b) an assessment of each tender's offered pricing proposal relative to other tenders; and
- c) an assessment of the risks inherent in the tender.

3.3. Process Overview

3.3.1. The evaluation process will be divided into the following stages:

- a) **Stage 1** – Preliminary stage involving establishing the evaluation committee;
- b) **Stage 2** - Screening of tenders to assess compliance with Conditions for Participation and Minimum Content and Format Requirements;
- c) **Stage 3** – Detailed assessment of tenders, comprising evaluation against Technical Requirements;
- d) **Stage 4** – Evaluation of the tendered pricing proposal and risks;
- e) **Stage 5** – Preparation of report and recommendations, submission of report to Decision Maker for approval; and
- f) **Stage 6** - Contract Negotiations.

4. Stage 1 – Preliminary

4.1. Tender Evaluation Committee

4.1.1. The first stage of the tender evaluation process is to convene a Tender Evaluation Committee (**TEC**), this should be completed prior to conducting the approach to market. For an open tender process there should be three committee members, one of whom takes on the role of the chairperson. For more information regarding the requirements of the evaluation committee please refer to the "Planning" section of the Procurement Manual. The role of the TEC is to evaluate all tenders against the requirements in the RFT.

4.1.2. The TEC will comprise the persons listed at Attachment A.

4.2. Expert Advisers

4.2.1. The TEC may be assisted by technical, financial, legal and other experts as required. The experts must not themselves engage in any evaluation but may, if requested by the TEC, analyse tenders and prepare factual reports against one or more of the Technical Requirements or other Evaluation Criteria for the TEC's consideration.

4.3. Tender Steering Committee

- 4.3.1. The Department may decide to convene a Tender Steering Committee to participate in the tender evaluation process, this is recommended for procurement processes with an expected contract value of \$5 million and over.

4.4. Conflict of Interest Declaration & Deeds of Confidentiality

- 4.4.1. The Department's personnel have existing confidentiality obligations and an ongoing requirement to disclose, and take steps to avoid, conflicts of interest in connection with APS employment. These obligations arise from such sources as:

- a) *Public Service Act 1999* (particularly section 13 – the APS Code of Conduct); and
- b) the *Criminal Code Act 1995* (Cth).

For this reason, Department staff who participate in the tender process do not need to execute an additional deed of confidentiality. However, a deed of confidentiality for Department staff may be useful to reinforce existing obligations. Each member of the TEC will update his or her existing conflict of interest declarations prior to undertaking the evaluation by making a declaration in the required form. If a conflict of interest exists the Chair, or the Probity Coordinator will report the conflict of interest to the Probity Adviser for any advice on steps to resolve the conflict of interest (refer to the Probity Plan).

- 4.4.2. All external advisers (e.g. legal, technical) other than Department staff involved in any way in the tender process are required to:

- a) sign a deed of confidentiality; and
- b) make a conflict of interest declaration.

4.5. Submission of RFT documents to the GAP Team

- 4.5.1. The Project Manager will submit the RFT documents, draft contract, and AusTender Advertising Request to the Grants and Procurement (GAP) Team at least four business days prior to the tender release date.

4.6. Open Tender Box

- 4.6.1. The AusTender electronic Tender Box will be opened by officers in the GAP Team as soon as possible after the Closing Time and all tenders for the specific RFT downloaded.
- 4.6.2. Tenders will be forwarded to the Project Manager as soon as practicable following the Closing Time. Where any Valid and Satisfactory Statement of Tax Record is to be provided by a Tenderer after the Closing Time, this should also be forwarded to the Project Manager as soon as practicable following receipt.

4.7. Late Tenders Excluded

- 4.7.1. The GAP Team opens the AusTender electronic Tender Box after the Closing Time of the RFT. Any tender submitted after the Closing Time is a late tender and are not accepted into the evaluation stage. Note that it is not technically possible to submit a tender onto AusTender after the Closing Time.
- 4.7.2. If Tenderers are required under the Black Economy Procurement Connected Policy to provide a Valid and Satisfactory Statement of Tax Record with their tender, then arrangements must be made to allow Tenderers to submit Statements no later than 4 business days after the Closing Time.
- 4.7.3. For the avoidance of doubt, submission of a Valid and Satisfactory Statement of Tax Record no later than 4 business days from the Closing Time will not render a tender late, provided the relevant tender has been submitted by Closing Time and with a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office by Closing Time.
- 4.7.4. The Department cannot accept a late tender other than where the tender is late solely because of the Department's own mishandling or due to a technical fault with AusTender.
- 4.7.5. If a Tenderer submits a tender late due to any other reason, the Department cannot accept this tender and it will be returned with an explanation to the Tenderer.
- 4.7.6. Before any decision to admit or exclude a late tender the TEC will seek advice from the Probitry Adviser or legal adviser.

4.8. Storage of Tender

Classification of Tender

- 4.8.1. Tenders will be classified as Commercial-in-Confidence.

Physical Security

- 4.8.2. When not being used in the evaluation process, documents comprising the tenders received must be retained in a locked secure room or cabinet. When in use, the information should remain inaccessible to unauthorised persons. Tenders must not be removed from the Department's premises.

Electronic security

- 4.8.3. Electronic documents from the tenders will only be saved into a folder onto a Departmental drive with access to the folder limited to individuals who require access for the purposes of evaluation and are approved by the Chair. Documents will be protected by passwords allocated only to those approved by the Chair. Electronic documents will be made read-only. Other security measures may be applied including transmitting documents as PDF files to prevent tampering with documents and double-checking any emails before sending to potential suppliers.

- 4.8.4. The physical and electronic security measures should be commensurate to the size, complexity and risk of the tender. Greater or less security measures may need to be implemented depending on the complexity, risk or value of the tenders. The Project Manager may request the Internal Probity Adviser to review the adequacy of security measures (refer to the Probity Plan).

Access and Copying

- 4.8.5. Access to any part of the tenders will be strictly on a need-to-know basis.
- 4.8.6. No copying of any part of the tenders is permitted without the Chair's written permission. All copies of tenders made with the approval of the Chair will be referenced in numerical sequence (Copy 1, Copy 2 and so on).
- 4.8.7. For high profile, high risk or high value tenders, all persons having approved access to tenders, evaluation records or reports, or TEC findings prior to the release of the evaluation report, will be listed in a Record of Contact (ROC). The ROC will record the date, time, source, reason for request, and response for any request for information on the evaluation proceedings. It will be maintained and held by the Project Manager.

On completion of evaluation

- 4.8.8. On completion of the evaluation, all tender documentation must be returned to the Chair to be held on behalf of the Commonwealth.

4.9. Distribution to TEC

- 4.9.1. Once copies of tenders have been made in accordance with section 4.8.6 above, the copies will be distributed to the TEC.
- 4.9.2. The Project Manager will record the date and time that the collected tender submissions are accepted into the custody of the TEC.

5. Stage 2 – Screening for Compliance

5.1. Consider Conditions for Participation and Minimum Content and Format Requirements

- 5.1.1. The TEC will screen tenders to identify those tenders or Tenderers which have failed to comply with:
- a) Conditions for Participation; or
 - b) Minimum Content and Format Requirements.
- 5.1.2. The TEC will also screen tenders to identify those which contain unintentional errors of form.
- 5.1.3. Screening is an ongoing process and the TEC may decide during the detailed evaluation process that tenders or Tenderers fall within the categories listed in section 5.1.1 or 5.1.2 above.

Conditions for Participation

- 5.1.4. The TEC will review the tenders to determine whether the Tenderers meet the Conditions for Participation.
- 5.1.5. The Conditions for Participation which tenders must meet in order to be evaluated by the Department are identified in section 2.2 in Part A3 of the RFT.
- 5.1.6. All conclusions and decisions reached during this stage of evaluation will be recorded, including the process and deliberations on which they are based. All judgments on technical and other matters will be supported by reference to documentary evidence.

Minimum Content and Format Requirements

- 5.1.7. The TEC will review the tenders to determine whether the tenders comply with the Minimum Content and Format requirements specified in section 2.3 of Part A3 of the RFT.
- 5.1.8. Subject to section 5.1.11, Tenders which do not satisfy the Minimum Content and Format Requirements must be excluded from further consideration.
- 5.1.9. Tenders who satisfy the Conditions for Participation and Minimum Content and Format Requirements will be subject to detailed assessment against the Evaluation Criteria.

Unintentional errors of form

- 5.1.10. If the TEC considers that there are unintentional errors of form in a tender, the TEC may ask the Tenderer to correct or clarify the error. If the TEC finds a potential unintentional error of form, then the Decision Maker should be approached to make the final decision as to whether the supplier should be approached for clarification.
- 5.1.11. An unintentional error of form is an error that the TEC is satisfied:
 - a) represents incomplete information not consistent with the Tenderer's intentions; and
 - b) does not materially affect the competitiveness of the Tenderer's bid.
- 5.1.12. Examples include:
 - a) the accidental omission of declarations; and
 - b) an attachment referred to in the body of a tender but omitted from the tender.
- 5.1.13. If an unintentional error of form occurs, any clarification should be sought in accordance with section 5.2. Any decision to issue requests for correction or clarification of errors of form will first be referred to the legal adviser or Probity Adviser for advice.

5.2. Clarification

- 5.2.1. If the Department considers that there is an unintentional error of form in a Tenderer's submission, including a Tenderer's failure to comply with the

Minimum Content and Format Requirements, the Department may, in its absolute discretion and without having any obligation to do so, allow the tender to be corrected or additional information to be provided (as the case may be). The Department may also, in its absolute discretion, decline to accept any correction or additional information (as the case may be) if it considers that to accept it would create unfairness in the RFT process. If the Department gives a Tenderer an opportunity to correct an unintentional error of form it will provide the same opportunity to all Tenderers.

- 5.2.2. Clarification must be sought in writing. Tenderers will be informed that that the request for clarification is not an opportunity to re-visit or revise their tender.
- 5.2.3. Requests for clarification must specifically identify the aspects of the tender that require clarification. Tenderers will be advised that if they do not respond to the clarification question, the sections of the tender in respect of which clarification is sought cannot be taken into account.
- 5.3. Presentations or demonstrations (if applicable)**
 - 5.3.1. During this stage, the Department may, at its discretion, choose to ask Tenderers to make a presentation or give a demonstration.
 - 5.3.2. Information provided by Tenderers during their presentation or demonstration will be used in evaluating the tender.

6. Stage 3 – Detailed Assessment against Technical Requirements

6.1. Overview

- 6.1.1. Each TEC member will then assess tenders which satisfy the Conditions for Participation and Minimum Content and Format Requirements against the following Technical Requirements, which were notified to Tenderers in the RFT. The Technical Requirements will be given the Weightings specified in the column below. If no weightings are specified, all Technical Requirements are of equal weight:

[Drafter's note: The Technical Requirements below are examples only, you should check the Request for Tender Part A to see what actual Technical Requirements were used in the approach to market and amend the table accordingly. Please also specify the relative weighting of the Technical Requirements in the table below.]

Table: Technical Requirements		Weighting
<p>1. Ability - The Tenderer's ability to provide the Supplies in accordance with the Statement of Requirements, based on:</p> <ul style="list-style-type: none"> (a) the Tenderer's industry experience and expertise; (b) the past performance of the Tenderer and any proposed subcontractors or personnel at providing similar Supplies of the scale and complexity described in the Statement of Requirements; (c) the Tenderer's skills and qualifications (including those of any proposed personnel and subcontractors); (d) the Tenderer's demonstrated capability to meet applicable Australian standards; and <p>[Drafter's note: Paragraph (e) is relevant for procurements above \$4 million]</p> <ul style="list-style-type: none"> (e) details of the economic benefit to the Australian economy of the Tenderer's proposal; and (f) [other?] 	<p>[insert weighting here]</p>	
<p>2. Capacity - The capacity of the Tenderer to provide the Supplies in accordance with the Statement of Requirements within the required timeframe, including:</p> <ul style="list-style-type: none"> (a) the availability of the Tenderer's personnel and time allocation to the task; (b) the ability of the Tenderer to meet project deadlines; (c) the Tenderer's capacity to provide the Supplies over the required period; and (d) [other?] 	<p>[insert weighting here]</p>	

Table: Technical Requirements	Weighting
<p>[Drafter's note: Where the Indigenous Procurement Policy applies and the RFT does not relate to a High Value Contract (above \$7.5 million) you should include the following]</p> <p>3. Indigenous Procurement Policy - The Tenderer's proposed approach to:</p> <p>(a) using Indigenous enterprises in its supply chain; and</p> <p>(b) the employment of Indigenous Australians.</p> <p>[Drafter's note: Where the RFT relates to a High Value Contract (above \$7.5 million) you should include the following]</p> <p>3. Indigenous Procurement Policy:</p> <p>(a) the Tenderer's past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including where relevant, by having regard to the Tenderer's past compliance with any mandatory minimum requirements; and</p> <p>(b) the extent to which the Tenderer's proposed Indigenous Participation Plan will meet the mandatory requirements (see Part C7 of the RFT).</p>	<p>[insert weighting here]</p>

6.1.2. Each TEC member will assess the Technical Requirements using objective scoring.

6.2. TEC Members individually assess against Technical Requirements

6.2.1. Each TEC member must consider all relevant information for each Technical Requirement provided in each tender and conduct an objective analysis against each Technical Requirement. In addition, the TEC may use material tendered in response to one Technical Requirement in the evaluation of other Technical Requirements. The assessment will determine the extent to which the services being offered in the tender meet the Department's requirements as set out in the Statement of Requirements.

Scoring

6.2.2. Each TEC member must individually assess and score each tender for each Technical Requirement using the scoring method set out below. The descriptions in the tender column are intended to act only as guidance on assessing ratings. They are not intended to be wholly exclusive of the issues to be taken into account, nor to be applied literally.

Superior	Tender Highly convincing and credible. Tender demonstrates superior capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria. Comprehensively documented with all claims fully substantiated.	100
Outstanding	Tender Highly convincing and credible. Tender demonstrates outstanding capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria. Documentation provides complete details. All claims adequately demonstrated and substantiated.	90
Excellent	Tender tender complies, is convincing and credible. Tender demonstrates excellent capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria. Some minor lack of substantiation but the Tenderer's overall claims are supported.	80
Very good	Tender tender complies, is convincing and credible. Tender demonstrates very good capability, capacity and experience, relevant to, or understanding of, the requirements of the Evaluation Criteria. Minor uncertainties and shortcomings in the Tenderer's claims or documentation.	70
Adequate	Tender tender complies and is credible but not completely convincing. Tender demonstrates adequate capability, capacity and experience, relevant to, or understanding of, the requirements of the Evaluation Criteria. Tenderer's claims have some gaps.	60
Marginal	Tender tender has minor omissions. Credible but barely convincing. Tender demonstrates only a marginal capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria.	50
Limited	Tender Barely convincing. Tender has shortcomings and deficiencies in demonstrating the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria.	40
Poor	Tender Unconvincing. Tender has significant flaws in demonstrating the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria.	30
Very poor	Tender Unconvincing. Tender is significantly flawed and fundamental details are lacking. Minimal information has been provided to demonstrate the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria.	20
Inadequate	Tender tender is totally unconvincing and requirement has not been met. Tender has inadequate information to demonstrate the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria.	10

Unacceptable	Tender Tenderer was not evaluated as it did not provide any requested information relevant to the RFT and/or contravened nominated restrictions.	0
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TEC members to document scores for Technical Requirements

- 6.2.3. Each TEC member will then document the scores given to each tender for each Technical Requirement addressed in the tender. It is the responsibility of the TEC to agree and develop templates to allow for documentation of technical scores.
- 6.3. TEC Meet & Discuss Tenders**
- 6.3.1. The TEC may meet to discuss its detailed assessment against the Technical Requirements and finalise whether clarification or interviews are required before generating a Technical Performance Score.
- 6.4. Clarification**
- 6.4.1. During this stage, the Department may seek clarification from Tenderers in relation to any aspect of their tender noting that clarification is not an opportunity for Tenderers to re-visit or revise their tender
- 6.5. Referee Checks**
- 6.5.1. The TEC may, in forming its recommendation, seek the views of any referees listed by a Tenderer and from any other referees of the Department's choosing in order to verify its evaluation of tenders. The TEC may confine its referee checks to the preferred Tenderer(s).
- 6.5.2. If referee views are sought, the Chair will designate members of the TEC to undertake referee checks.
- 6.6. Interviews (if applicable)**
- 6.6.1. During this stage, the Department may, at its discretion, choose to interview Tenderers to verify its evaluation of tenders.
- 6.6.2. Where interviews are conducted by the TEC, an agreed list of questions will be established and decisions made about which questions will be transmitted to Tenderers (if any) and which will be asked directly to those Tenderers at their interviews.
- 6.7. TEC meet & Discuss scores for Technical Requirements**
- 6.7.1. Following any clarification, referee checks or interviews, the TEC may meet to discuss Tenders with a view to achieving broad consensus and finalise the scores for the Technical Requirements.

6.8. Scores averaged

6.8.1. Each TEC members' score against each Technical Requirement will be added together and then divided by the number of TEC members to obtain the average score of the Tenderer for each Technical Requirement.

6.9. Weighting

6.9.1. The weighting for each Technical Requirement (%) will then be applied to the Tenderer's averaged score against each Technical Requirement to produce a weighted score for each Technical Requirement.

6.10. Scores added –Technical Performance Score

6.10.1. The Technical Performance Score for a Tenderer will be produced by the sum of the weighted scores for the Technical Requirements.

6.11. Rank

6.11.1. The TEC will convene as a group to determine by consensus a ranking of tenders according to their Technical Performance Score.

6.12. Document Results

6.12.1. The TEC is responsible for documenting the above process, this should be included as part of the Evaluation Report to be presented to the Decision Maker.

7. Stage 4 – Evaluation of the tendered Pricing Proposal and Risks

7.1. Tendered Pricing

7.1.1. The TEC will undertake an assessment of the tendered price for the Supplies submitted by Tenderers contained in Part C4 of the RFT. This involves comparing each Tenderer's pricing proposal using a common denomination such as hourly or daily rates or fixed prices, as appropriate.

[Drafter's note: detailed guidance regarding the evaluation of pricing proposals should be included having regard to the particular requirements of the RFT]

7.2. Risk Assessment

7.2.1. The TEC will make an assessment of the level of risk associated with a tender.

Assessment of Risk

7.2.2. In assessing risk, the TEC will refer to the Department's Risk Management Guidelines available at

<http://governance/AuditandRisk/Service.aspx?service=Risk%20Management%20Toolkit>

Financial Viability

- 7.2.3. The risk assessment must include a consideration of the Tenderer's financial and corporate capacity.
- 7.2.4. Where required by the RFT, the financial information of each Tenderer will be evaluated with a view to gaining an understanding of the financial stability of the Tenderer's balance sheet and earnings profile. Please note that any Valid and Satisfactory Statement of Tax Record provided with a tender is not to be taken as evidence of financial viability.
- 7.2.5. In undertaking their value for money assessment the TEC will take into consideration the report of any technical advisers including financial, corporate or legal associated with each tender and associated risks.

Compliance with RFT including Draft Contract

- 7.2.6. Each TEC member will individually assess each tender for compliance with the RFT, including compliance with Commonwealth policies identified in the RFT.
- 7.2.7. A compliance assessment will be undertaken involving a review of each Tenderer's compliance statement as set out in RFT Part C4 to assess the extent to which the Tenderer has accepted the Department's requirements as set out in the Draft Contract.
- 7.2.8. Any areas of risk associated with non-compliance or partial compliance with the RFT or the Draft Contract will form part of the risk assessment and be included in the assessment of value for money.

Risk Profile

- 7.2.9. In determining the risk profile presented by each Tenderer the TEC must assess risk in terms of likelihood of the Tenderer achieving what has been offered in its tender. Individual assessments of perceived risk may vary among members of the TEC. The TEC must resolve variations as they are identified by discussion.
- 7.2.10. The TEC will report on whether the overall risks identified in this process from the tender material result in a substantial risk that could cause serious harm to the Department and which places the Department in a significantly worse risk position when compared with the positions that could arise in relation to the other tenders. The report should also describe any risk management or mitigation strategies and issues for negotiation, should that Tenderer be selected as the preferred Tenderer.

7.3. Final Rank

- 7.3.1. The TEC will convene as a group to determine by consensus a final ranking of tenders based upon the assessment of each Tenderer's assessment against the Technical Requirements, pricing proposal and risk. The selection of a supplier following this assessment should represent the best value for money outcome.
- 7.3.2. A member of the TEC may submit a minority report, on any aspect of the process or the recommendations.

8. Stage 5 – Evaluation Report and Recommendations

8.1. Evaluation Report

8.1.1. The TEC will produce the draft evaluation report for the Decision Maker.

8.1.2. The draft evaluation report should contain:

- a) a summary of the evaluation process;
- b) a summary of each tender;
- c) a summary of the assessment of each tender;
- d) reasons for elimination of a tender from further consideration;
- e) recommendations concerning the preferred tender(s);
- f) details of any issues which need resolution during subsequent contract negotiations; and
- g) any minority report submitted by a TEC member.

8.2. Tender Steering Committee

8.2.1. The TEC is to submit the draft evaluation report to the Tender Steering Committee (if any).

8.3. Decision Maker

8.3.1. The final version of the report should be signed by all members of the TEC (other than dissenting members). A dissenting TEC member should sign any minority report to be included in the final evaluation report.

8.3.2. The TEC will then submit the final evaluation report to the Decision Maker for approval.

Accept Report

8.3.3. The Decision Maker is to sign the report if he or she is in agreement with its recommendations.

Reject Report

8.3.4. The Decision Maker may reject the evaluation report and direct that other actions be taken.

Refer back to TEC

8.3.5. The Decision Maker may refer the report back to the TEC for clarification or amendments.

Abandon Process (only on Public interest grounds)

8.3.6. At any time during the RFT process, the Decision Maker can determine that awarding a contract is not in the public interest. Examples include:

- a) decision to cancel or vary the programme to which the procurement relates;

- b) machinery of government changes affecting responsibilities between agencies for programmes to which the procurement relates;
 - c) unforeseen technical or operational problems which can be attributed to inadequate, incorrect or inappropriate specifications in the RFT; and
 - d) funding is unavailable or insufficient through changes to appropriations.
- 8.3.7. Before a decision to abandon the process is made, the legal adviser or Probity Adviser must be consulted.

9. Stage 6 – Contract Negotiations and Debriefing

9.1. Negotiation

- 9.1.1. During this stage of the evaluation process, the Department may engage in detailed discussions and negotiations with the goal of maximising the benefits to the Department of a tender. As part of this process, those Tenderers participating in this stage may be asked to clarify the content of their tenders, including (without limitation) the technical, financial, corporate, legal and/ or contractual content. The selection of a preferred Tenderer(s) will be subject to the successful conclusion of contract negotiations. The TEC should not agree to any terms and conditions negotiated by the supplier during contract negotiations without consulting the Decision Maker for approval.

9.2. Advise Unsuccessful Tenderers

- 9.2.1. Following the award of a contract, all unsuccessful Tenderers must be promptly notified of the decision in writing.

9.3. Debrief (if Requested)

- 9.3.1. If requested, the Department must provide a debrief. For unsuccessful Tenderers, the debrief should include, as appropriate:

- a) an explanation of why the tender was unsuccessful;
- b) areas of weakness or non-compliance in the offer;
- c) suggestions as to how future submissions can be improved; and
- d) if the contract has already been successfully negotiated and executed, the name of the successful supplier and total price of the contract.

- 9.3.2. The debrief may be oral but must be documented. All written records of a debriefing should be appended to the relevant file.

- 9.3.3. Debriefing should be conducted in a manner that ensures commercial-in-confidence material concerning other Tenderers and referees is not conveyed to a Tenderer being debriefed.

9.4. Complaint Procedure

- 9.4.1. In this clause 9.4 and in Attachment A, the terms 'covered procurement', 'public interest certificate' and 'relevant Commonwealth Procurement Rules'

have the meaning given to those terms in the *Government Procurement (Judicial Review) Act 2018* (Cth)

- 9.4.2. In accordance with the RFT, if a Tenderer has a complaint concerning the process, the Tenderer must notify the Complaints Officer in writing of the existence of the complaint and provide details of the complaint.
- 9.4.3. Officials must ensure that any supplier complaints are directed in writing to the Complaints Officer in the first instance.
- 9.4.4. The Complaints Officer will acknowledge receipt of the complaint, and seek clarification (if required) as to the nature of the complaint.
- 9.4.5. If the RFT is a covered procurement and the complaint relates to a breach of a relevant Commonwealth Procurement Rule then the procurement must be suspended while the complaint is investigated unless a public interest certificate has been issued by an appropriate delegate (refer to the Procurement Manual for further information).
- 9.4.6. Tenderers should be advised through the RFT or an addenda to the RFT where a public interest has been issued in respect of the RFT.
- 9.4.7. Officials must ensure supplier complaints are handled in accordance with the Procurement Complaints Policy, Department's Procurement Manual and the Accountable Authority Instructions.

Attachment A

The RFT	[Insert the summary of the property or services required and expected outcomes from the RFT document, including the RFT number.]
RFT release date	[Insert the date that the RFT was released on AusTender]
RFT closing time	[Insert RFT closing time and date]
Decision Maker	[Insert name of Decision Maker in relation to the RFT Process]
Technical Requirements	[List Technical Requirements here]
Project Manager	[Insert name of Project Manager]
Tender Evaluation Committee (TEC)	<p>The TEC will comprise the following members:</p> <p>a) [insert name of Chair of Committee], (Chair);</p> <p>b) [insert name and position of Committee Member]; and</p> <p>c) [insert name and position of Committee Member].</p> <p>[Note that there must be at least three Committee Members including the Chair and the team must have the appropriate skills and experience to evaluate Tenders]</p>
Complaints Officer	<p>Position: Assistant Director, Governance Email: clientservice@infrastructure.gov.au Phone: 02 6274 6495</p> <p><i>Where the RFT is a covered procurement and a complaint is made which relates to a breach of a relevant Commonwealth Procurement Rule then the procurement must be suspended while the complaint is investigated unless a public interest certificate has been issued by an appropriate delegate (refer to the Procurement Manual for further information).</i></p>



Tender Evaluation Report

[Insert Procurement Title – Insert RFT no.]

Guidance

The tender evaluation report should be consistent with the Tender Evaluation Plan and the Request for Tender documentation. A copy of the report, including delegate endorsement to proceed with contract negotiations, is to be suitably filed (on a departmental file) for audit purposes.

Attachment A of this document contains the scoring scale used in the evaluation process. Attachment B contains an example of a comparative assessment.

All guidance material in yellow should be deleted from the final version of the document.

1. Summary

1.1. Aim

The aim of this Tender Evaluation Report (TER) is to outline and document the process undertaken to assess the responses to the Request for Tender No. 100XXXX in accordance with the Tender Evaluation Plan (TEP) and to provide a recommendation to the relevant delegate of a preferred supplier. The criteria used for evaluation are outlined in the Tender Evaluation Plan.

1.2. RFT Details

Contract Title	[Insert proposed title of contract]
The RFT	[Provide a brief overview of what is to be purchased/provided]
Contract Term	<ul style="list-style-type: none">Initial: [insert details]Extension options: [insert details]
Recommended or Preferred Supplier/s	[Insert name of Recommended OR Preferred Supplier/s]
Total Contract Value	\$
Pre-Tender Estimate	\$ [If the price variance is significant please provide an explanation as to why this is the case.]
Price Basis	Fixed for [insert period] Variable for [insert period] Variation Index: [If prices can be varied, on what basis will variations be permitted e.g. CPI]
Anticipated contract commencement date	[Insert date]

Project Officer	[Insert name of Officer]
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STAGE 1 - PRELIMINARY

2. Divisional/Departmental Requirements

2.1. Background

[Insert brief background information to the project including an overview of what is to be purchased, internal management decisions (procurement plan, stakeholders, method to be used etc) Risk Assessment undertaken, Risk Management issues, etc]

2.2. Timetable

The tender process complied with the TEP, with the following key milestones:

Event	Date Achieved
Tender Evaluation Committee was selected	
Tender Brief/Scope signed off	
RFT issued or advertised	
Industry briefings (if applicable)	
Closing date of RFT	
Evaluation of tenders commenced	
The Tender Evaluation Committee (TEC) submitted individual assessments	
Preferred Tender selected	

Event	Proposed Date
Proposed date for contract commencement	

3. Tender Evaluation Committee and Advisors

3.1. TEC

The composition of the TEC was as follows:

Name & Role	Position
<i>Chair</i>	[Insert Name and Position]
<i>Member</i>	[Insert Name and Position]
<i>Member</i>	[Insert Name and Position]

3.2. Advisors

Assistance was provided by the following advisor/s:

[eg. contracts adviser, legal adviser, expert technical adviser, industry expert adviser, probity adviser.]

Adviser	[Insert Name and Title and Team or Organisation, or Not Applicable (N/A)]
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4. Integrity of the Process

4.1. Conflict of Interest & Confidentiality

The Committee members have indicated in the Evaluation Plan that they have identified no conflict of interest with regard to any part of this tender.

[OR]

The Committee members have indicated in the Evaluation Plan that they have identified conflict of interest in regard to [insert details] of this tender. [Where a conflict of interest was identified provide details including how it was managed.]

All documents were strictly handled in a manner consistent with the TEP to ensure security and confidentiality.

All external advisors involved in the evaluation process complied with the TEP and completed Deeds of Confidentiality and Conflict of Interest declarations.

5. Request for Tender process

5.1. Invitation to Tenderers

[Insert brief description of the method of procurement used.] eg. open tenders were invited, advertised in the AusTender website etc; or restricted tenders were invited from [insert number potential providers], because [insert reasons for restricting the invitation].

5.2. Issue of RFT document and Addendum

Briefly describe any issues including questions/clarifications, feedback during RFT open period as well as the number of Addenda to the Request for Tender issued.

5.3. Tender Registration

The Tender Closing Time was [Insert Time] (Canberra local time), on [Insert Date]. The Electronic Tender box was opened after this time by two officers from the Procurement Advice and Reporting Team (PART) in the presence of a witness.

Submissions were downloaded to a secure link, which was provided to the Project Contact Officer.

5.4. Responses Received

Valid tenders were received from the following tenderers:

- [insert name of tenderer]
- [insert name of tenderer]
- [insert name of tenderer]

The tenders and associated correspondence are available for your reference if required.

STAGE 2 – SCREENING AND COMPLIANCE

6. Compliance

6.1. Compliance with Conditions for Participation and RFT requirements

An initial screening of tenders against the Conditions for Participation, Minimum Content and Format Requirements was completed and only the tenders that met these conditions and requirements were admitted to undergo detailed evaluation against the evaluation criteria. Tenders that failed to meet any of these conditions or requirements were set aside in accordance with sections 1.1.2, 1.1.3 and 1.1.4 of Part B2 of the RFT.

The following tenders were set aside:

- [list each tender and the basis of non-compliance]

[OR]

[No tenders were set aside.]

The following tenders were shortlisted for assessment:

- [list remaining tenders.]

6.2. Unintentional Errors

[Insert number] tender(s) were identified as containing unintentional errors in form. These tenders were dealt with in accordance with section 5.1 of the TEP. [Insert brief outline of the process if relevant]

[OR]

[Insert details if there were no tenders containing unintentional errors in form].

STAGE 3 – DETAILED ASSESSMENT

7. Technical Requirements

7.1. Technical Requirements

Each member of the TEC assessed each tender and conducted an objective analysis against each Technical Requirement in the table below. The scoring scale at Attachment A was used to score each tender in relation to how well it satisfied each of the Technical Requirements and total scores for each tender were recorded.

The technical requirements for this RFT are outlined in the table below:

Technical Requirements:	Weighting
1. Ability:	
[Please amend below Technical Requirements to match your RFT and TEP documents] The Tenderers ability to provide the Supplies and Services in accordance with the Statement of Requirements, based on:	[insert weighting here if required]

<ul style="list-style-type: none"> a. The Tenderers industry experience and expertise; b. The past performance of the Tenderer and any proposed subcontractors or personnel at providing similar goods and services of the scale and complexity described in the statement of Requirements; c. The Tenderers skills and qualifications (including those of all proposed personnel and subcontractors); and d. [if additional criteria have been included in the RFT please insert details here] 	
2. Capacity:	
<p>The Capacity of the Tenderer to provide the Supplies and Services in accordance with the Statement of Requirements within the required timeframe, including:</p> <ul style="list-style-type: none"> a. The availability of the Tenderers personnel and time allocation to the task; b. The Ability of the Tenderer to meet project deadlines; and c. The Tenderers capacity to provide the Supplies and Services over the required period; and d. [if additional criteria have been included in the RFT please insert details here] 	[insert weighting here if required]
3. Indigenous Procurement Policy:	
<p>The Tenderer's proposed approach to:</p> <ul style="list-style-type: none"> a. Using Indigenous enterprises in its supply chain; and b. The employment of Indigenous Australians. 	[insert weighting here if required]

7.2. Referee Checks (if any)

[If performing any referee checks, the following section should be included]

The TEC consulted with referees to confirm experience, competence and capability of each tenderer - where the results of this consultation affected the scores determined during the previous step, the scores were reconsidered and adjusted accordingly.

Note: any clarification questions or referee requirements should be managed with a second TEC member present.

7.3. Financial Viability Checks (if any)

[If performing a financial viability check, please provide details.]

7.4. Interviews (if any)

[Interviews were conducted by the TEC with an agreed list of questions to clarify information in the RFT submissions. Include comments on who was interviewed and the outcomes.]

7.5. Ranking

The results of this evaluation, with assessed tenderers ranked in order of score, are as follows:

Rank	Tenderer	Technical Score
1	[insert tenderer name]	
2	[insert tenderer name]	
3	[insert tenderer name]	

Each member of the TEC [and the evaluation adviser if applicable] were afforded the opportunity to review each tender response received and independently documented the evaluation which has been placed on file for future reference.

STAGE 4 – EVALUATION OF TENDERED PRICE AND RISK

8. Pricing

8.1. Ranking after Pricing Consideration

Prices were examined with the aim of identifying the total actual or estimated tender price over the term of the contract on a whole-of-life basis and to ensure that all tenders are assessed on a common financial basis.

The results of this evaluation, with assessed tenderers ranked in order of total tendered price, are as follows:

Rank	Tenderer	Total Price (\$)
1	[insert tenderer name]	
2	[insert tenderer name]	
3	[insert tenderer name]	

8.2. Risk Assessment (if any)

[If a risk assessment was completed please include following section] A risk assessment and treatment plan were completed for each of the Tenderers in accordance with section 7.2 of the TEP and a risk profile created for each Tenderer. Any potential risks were identified and options for managing those risks where necessary were clearly outlined.

9. Evaluation Results

9.1. Individual TEC's Evaluation Results

The individual results of each TEC member were reviewed to identify and resolve any apparent inconsistencies or uncertainties that may have arisen during the evaluation. [Where inconsistencies were identified provide detail or No inconsistencies were identified].

9.2. Final Rank

Following a consultation process by the TEC (above), relevant technical and pricing scores were combined to formulate the best value for money tender responses, taking into account relevant qualitative and quantitative requirements, [and any identified risk factors identified at 8.2 above]. The table below details the final ranking of assessed tenderers on the basis of best Value for Money:

Rank	Tenderer
1	[insert tenderer name]
2	[insert tenderer name]
3	[insert tenderer name]

10. Recommendation

The TEC recommends that [insert proposed successful tenderer] be selected as the successful Tenderer for the [insert name of role] for the [insert name of project].

[Insert name]

[Position, Branch] - Chair

[Date]

[Insert name]

[Position, Branch]

[Date]

[Insert name]

[Position, Branch]

[Date]

Delegates Decision

AGREED/NOT AGREED

[Name]

[Title]

[Date]

Attachment A – Tender Evaluation Scoresheet

Attachment B – Tender Evaluation Comparative Assessment

Attachment A – Tender Evaluation Scoresheet

Superior	Tender Highly convincing and credible. Tender demonstrates superior capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria. Comprehensively documented with all claims fully substantiated.	100
Outstanding	Tender Highly convincing and credible. Tender demonstrates outstanding capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria. Documentation provides complete details. All claims adequately demonstrated and substantiated.	90
Excellent	Tender tender complies, is convincing and credible. Tender demonstrates excellent capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria. Some minor lack of substantiation but the Tenderer's overall claims are supported.	80
Very good	Tender tender complies, is convincing and credible. Tender demonstrates very good capability, capacity and experience, relevant to, or understanding of, the requirements of the Evaluation Criteria. Minor uncertainties and shortcomings in the Tenderer's claims or documentation.	70
Adequate	Tender tender complies and is credible but not completely convincing. Tender demonstrates adequate capability, capacity and experience, relevant to, or understanding of, the requirements of the Evaluation Criteria. Tenderer's claims have some gaps.	60
Marginal	Tender tender has minor omissions. Credible but barely convincing. Tender demonstrates only a marginal capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria.	50
Limited	Tender Barely convincing. Tender has shortcomings and deficiencies in demonstrating the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria.	40
Poor	Tender Unconvincing. Tender has significant flaws in demonstrating the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria.	30
Very poor	Tender Unconvincing. Tender is significantly flawed and fundamental details are lacking. Minimal information has been provided to demonstrate the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criteria.	20

Inadequate	Tender tender is totally unconvincing and requirement has not been met. Tender has inadequate information to demonstrate the Tenderer's capability, capability and experience relevant to, or understanding of, the requirements of the Evaluation Criteria.	10
Unacceptable	Tender Tenderer was not evaluated as it did not provide any requested information relevant to the RFT and/or contravened nominated restrictions.	0

Attachment B – Tender Evaluation Comparative Assessment**Tender Evaluation Comparative Assessment (Example Only)**

Criteria	Supplier 1	Supplier 2	Supplier 3
Tender Compliance			
Selection Criterion 1			
Selection Criterion 2			
Selection Criterion 3			
Selection Criterion 4			
Selection Criterion 5			
Price			
Overall value for money position			

This is an example only. Several methods exist to evaluate tenders including those which use risk weighted scoring methods. Comments should be placed against the selection criteria to assist reach a decision as to the preferred supplier.



Lands Acquisition Delegation 2020 (No. 2)

I, Mathias Hubert Paul Cormann, Minister for Finance, make this delegation under section 139 of the *Lands Acquisition Act 1989*.

SIGNED

Minister for Finance

Dated 24 June 2020

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Section 1 Name of delegation

This delegation is the *Lands Acquisition Delegation 2020 (No. 2)*

Section 2 Commencement

This delegation commences on publication in the Commonwealth of Australia Gazette.

Section 3 Revocation

The *Lands Acquisition Delegation 2020* is revoked on commencement of the *Lands Acquisition Delegation 2020 (No. 2)*.

Section 4 Definitions

In this delegation:

Act means the *Lands Acquisition Act 1989*.

Account has the meaning given by section 6 of the Act.

Agency has the meaning given by section 7 of the *Public Service Act 1999*.

Note: Section 7 of the *Public Service Act 1999* defines **Agency** as being a Department, Executive Agency or Statutory Agency. **Department**, **Executive Agency** and **Statutory Agency** are also defined in section 7 of that Act.

Acquiring authority has the meaning given by section 6 of the Act.

Category A position means any of the following positions in the Department:

- (a) Secretary;
- (b) Deputy Secretary, Commercial and Government Services;
- (c) First Assistant Secretary, Property and Construction Division; and
- (d) Assistant Secretaries, Property and Construction Division.

Category B position means the position of Directors, within the Branch administering the *Lands Acquisition Act 1989* within the Department.

Department means the Department of Finance.

interest, in relation to land, has the meaning given by section 6 of the Act.

overseas land has the meaning given by section 6 of the Act.

public park has the meaning given by section 6 of the Act.

Section 5 Delegation to officers in the Department

The power or function of the Minister under a provision of the Act mentioned in Schedule 1 is delegated to the person for the time being holding, occupying, or performing the duties of a Category A or a Category B position in the Department, opposite the relevant provision of the Act.

Notes:

1. Delegations are also given to other positions in the Department - see Schedule 2.
2. A delegate is, in the exercise of a power so delegated, subject to the directions of the Minister (see subsection 139(3) of the *Lands Acquisition Act 1989*).

Section 6 Delegations to officers in acquiring authorities relating to the acquisition and disposal of interests in land (sections 40, 119 and 123 of the Act)

The following powers of the Minister are delegated to the person for the time being holding, occupying, or performing the duties of a position mentioned, in Schedule 2:

- (1) the power of the Minister under subsection 40 (1) of the Act to authorise the acquisition by agreement of an interest in land, other than land in a public park, if the interest to be acquired is available in the market, within the meaning of subsection 40 (5) of the Act;
- (2) the power of the Minister under subsection 119 (1) of the Act, other than to dispose of an interest in land by means of the grant of a leasehold interest that may exceed a period of 22 years in duration; and
- (3) the power of the Minister under section 123 of the Act to expunge an easement.

Note: A delegate is, in the exercise of a power so delegated, subject to the directions of the Minister (see subsection 139 (3) of the *Lands Acquisition Act 1989*).

Section 7 Interests in overseas land (section 125 of the Act)

The power of the Minister under subsection 125 (3) of the Act to authorise, in writing, the acquisition or disposal of a leasehold interest in overseas land (whether the leasehold interest is for residential accommodation and/or for office accommodation) is delegated to the person for the time being holding, occupying, or performing the duties of a position mentioned, in Schedule 3.

Section 8 Directions by Minister (subsection 139 (3) of the Act)

- (1) This section applies to a person who, being an officer in an acquiring authority:
 - (a) has been delegated the Minister's power under sections 40, 119, 123 or 125 of the Act to authorise the acquisition or disposal of an interest in land; and
 - (b) exercises that power to authorise the acquisition or disposal of an interest in land.
- (2) The person must give a written statement about the acquisition or disposal of an interest in land to the Assistant Secretary, responsible for administering the *Lands Acquisition Act 1989* in the Department no later than 14 days after the person exercises power to acquire or dispose of an interest in land.
- (3) The statement referred to in section 8(2) must contain particulars of the interest acquired, or disposed of, in the form approved by the Assistant Secretary, responsible for administering the *Lands Acquisition Act 1989* in the Department, and published on the Department's internet site.
- (4) A person exercising power conferred by this Instrument of Delegation may exercise power only in relation to the acquisition of, or the disposal of, an interest in land that is within the scope of the administrative responsibilities of the acquiring authority in which the delegate's position is located.

(5) A person exercising power conferred by this Instrument of Delegation must have prior regard to the 'Commonwealth Property Management Framework', (published on the Department's web site), including associated guidance material, interacting legislation and policies (including the Commonwealth Property Disposal Policy), as relevant to a decision to acquire, or to dispose of, an interest in land.

(6) A delegate whose position is within an acquiring authority that is subject to the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) must comply with the *Commonwealth Property Management Framework, Lease Endorsement Process for Non-Corporate Commonwealth Entities*, (set out in Resource Management Guide 500), before entering into a property lease with a whole-of-life cost exceeding \$30 million, including fit-out costs (or \$100 million for the Department of Defence).

Schedule 1 Delegations to officers in the Department of Finance

Item	Provision	Summary of power or function (for information only)	Position
1	s 22(1)	Make a written declaration that the delegate is considering the acquisition by an acquiring authority of an interest in land (other than a mortgage interest) for a public purpose.	Category A position Category B position
2	s 22(7)	Give a copy of the declaration to each person whom the Delegate believes, after diligent inquiry, to be a person who is affected by the declaration, together with: (a) a sketch showing the location of the land to which the declaration relates; and (b) a statement setting out the principal rights conferred by this Act on persons whose interests in land are affected by a pre-acquisition declaration.	Category A position Category B position
3	s 26(4)	Agree, in writing, to an extension of the period within which a person may apply for a reconsideration of a pre-acquisition declaration.	Category A position
4	s 35	Correct clerical errors or obvious mistakes in an authorising document, that is, a pre-acquisition declaration or a certificate under section 24.	Category A position Category B position
5	s 40(1)	Authorise the acquisition by agreement of an interest in land, other than land in a public park, by an acquiring authority for a public purpose.	Category A position Category B position
6	s 40(6)	Give a certificate stating that the acquisition of the interest by the acquiring authority would be a standard commercial transaction.	Category A position Category B position
7	s 47(1)	Agree to an extension of the period of occupancy under section 47.	Category A position Category B position

Item	Provision	Summary of power or function (for information only)	Position
8	s 47(4)	Determine, and set out in a notice given to the occupier, the terms and conditions of occupancy under section 47.	Category A position Category B position
9	s48	Within 14 days after the publication in the Gazette of a declaration under section 41, give a copy to each person who the delegate believes, after diligent inquiry, to be a person affected (within the meaning of subsection 41 (6)) by the declaration, of the following documents: (a) a copy of the declaration; and (b) a notice stating that the person appears to be entitled to compensation in respect of the acquisition, and setting out such other information with respect to the operation of this Act as the delegate considers appropriate; and (c) a compensation claim form.	Category A position Category B position
10	s 50(1)	By notice published in the <i>Gazette</i> , vary a declaration under subsection 41(1) for the purpose of correcting a clerical error, or an obvious mistake, in the declaration	Category A position Category B position
11	s 50(2)(b)	Give a copy of the declaration, clearly showing the variation, to: (a) each person to whom a copy of the original declaration was given in accordance with section 48; and (b) any other person whom the delegate has reason to believe to be a person affected (within the meaning of subsection 41 (6)) by the declaration as varied.	Category A position Category B position
12	s 53(2)	By written notice given to a mortgagee from whom a mortgage interest has, or may have been, acquired by compulsory process, require the mortgagee, at his or her option: (a) to make a claim under Division 4; or (b) to waive the right to compensation.	Category A position Category B position
13	s 53(3)	In writing, extend the period of time within which a mortgagee may make a claim.	Category A position Category B position

Item	Provision	Summary of power or function (for information only)	Position
14	s 60(d)	Approve, in writing, the carrying out of improvements on land that is the subject of a pre-acquisition declaration.	Category A position Category B position
15	s 66(1)(a)	By written notice require a person from whom an interest in land, other than a mortgage interest, has been acquired by compulsory process, to provide the delegate with information on any mortgages held over an interest in land.	Category A position Category B position
16	s 66(2)	Allow, in writing, the extension of the period within which a person is required to give particulars under section 66 (1) and, if particulars are not given by an owner, to agree with a person claiming to be a mortgagee about the amounts due under the mortgage.	Category A position
17	s 67(2)(a)	Approve the form of a claim for compensation for the purposes of subsection 67 (2).	Category A position Category B position
18	s 70(1)	By written notice given to the claimant: (a) accept a claim for compensation; and (b) offer an amount for compensation; and (c) explain how the amount of compensation offered was arrived at.	Category A position
19	s 71(6)(b)	Give a notice to the claimant under section 70 (1), if the Administrative Appeals Tribunal has accepted a claim for compensation.	Category A position
20	s 72(3)(b)	Give a notice to the claimant under section 70 (1), if the Federal Court declares that the interest specified in the claim was acquired from the claimant by compulsory process.	Category A position

Item	Provision	Summary of power or function (for information only)	Position
21	s 72(4)(c)	Give a notice to the claimant under section 70 (1), if the Federal Court declares that an interest, other than the interest specified in the claim, was acquired from the claimant by compulsory process.	Category A position
22	s 74(1)(a)	Allow an extension of time within which a claimant must apply to the Administrative Appeals Tribunal under section 71.	Category A position
23	s 76(1)	Reconsider the amount of compensation to which the person is entitled and by written notice given to the claimant: (a) make a final offer of compensation to which the Minister considers the claimant is entitled in accordance with Division 2 or 3 of Part VII of the Act; and (b) explain to the claimant how the amount of the final offer was arrived at.	Category A position
24	s 78(1)	Agree with an owner of an interest in land (other than a mortgage interest) on the amount of compensation to which the owner will be entitled if the interest is acquired by compulsory process within a time specified in the agreement.	Category A position Category B position
25	s 80(1)	Agree, in writing, with a person who has rejected an offer of compensation to submit the question of the amount of compensation to be settled by arbitration or to be determined by an expert.	Category A position
26	s 85	Make an advance on account of compensation that may, or has, become payable under Part VII of the Act.	Category A position Category B position
27	s 86(2)	Pay rates or other similar charges in respect of land, or an interest in land, which were due immediately before compulsory acquisition of the interest.	Category A position Category B position

Item	Provision	Summary of power or function (for information only)	Position
28	s 90(2)	Pay compensation into the Account.	Category A position
29	s 90(3)	Pay rates, taxes or similar charges which are due at the time of acquisition and deduct the amount of the payment from the amount of compensation otherwise payable into the Account.	Category A position
30	s 90(5)	Pay compensation out of the Account to a person who rectifies a default or delay mentioned in sub section 90 (1).	Category A position
31	s 97(2)(a)	Approve the form of a claim for compensation for the purposes of subsection 97 (2).	Category A position
32	s 98(1)	By written notice given to the claimant: (a) inform the claimant that the claim is accepted; and (b) make an offer for an amount for compensation to which the Minister considers the claimant is entitled in accordance with Division 2 or 3 of Part VII of the Act; and (c) explain to the claimant how the amount offered was arrived at.	Category A position
33	s 99(6)(b)	Give a notice under section 98 (1) to a claimant, if the Administrative Appeals Tribunal decides that the claimant is entitled to compensation in respect of the loss to which the claim relates.	Category A position
34	s 100(3)(b)	Give a notice under subsection 98 (1) to a claimant, if the Federal Court declares that the claimant is entitled to compensation in respect of the loss to which the claim relates.	Category A position
35	s 100(4)(c)	Give a notice under subsection 98 (1) to a claimant, if the Federal Court declares that the claimant is entitled to compensation in respect of some other loss suffered by the claimant.	Category A position

Item	Provision	Summary of power or function (for information only)	Position
36	s 106(1)	Agree, in writing, with a person who has rejected an offer of compensation under Part VIII to have the amount of compensation to which the person is entitled, settled by arbitration or determined by an expert.	Category A position
37	s 110(2)	Make an advance on account of compensation which may be payable under Part VIII of the Act.	Category A position
38	s 114(2) and (4)	Pay compensation money into the Account. Pay compensation out of the Account to a person who rectifies a default or delay mentioned in sub section 114 (1).	Category A position
39	s 118	Direct that an interest in land vested in the Commonwealth be transferred to a particular Commonwealth authority.	Category A position Category B position
40	s 119(1)	Authorise, in writing, the disposal of an interest in land vested in an acquiring authority.	Category A position Category B position
41	s 121(2)	By written notice given to the former owner of an interest in land: (a) make an offer for sale of the interest; and (b) specify the amount that represents the market value of the interest at the time of the offer.	Category A position Category B position
42	s 121(8)	By written notice given to the former owner, extend the period of 2 months mentioned in subsection 121 (7) (b).	Category A position Category B position
43	s 121(10)(b)	Decide who is fairly entitled to the benefit of subsection 121 (1).	Category A position
44	s 123(1)	By notice published in the <i>Gazette</i> , extinguish an easement.	Category A position Category B position

Item	Provision	Summary of power or function (for information only)	Position
45	s 125(3)	Give written authority for the acquisition or disposal of an interest in overseas land by an acquiring authority.	Category A position Category B position

Schedule 2 – Acquisition and Disposal Delegations

Delegations to officers in acquiring authorities relating to the acquisition and disposal of interests in land (section 6).

[Note that delegates are subject to directions by the Minister]

<i>Item</i>	<i>Agency</i>	<i>Position</i>
<i>Agriculture, Water and the Environment Portfolio</i>		
1	Department of Agriculture, Water and the Environment	Deputy Secretaries
2	Department of Agriculture, Water and the Environment	Chief Finance Officer
3	Department of Agriculture, Water and the Environment	Director, Australian Antarctic Division
4	Department of Agriculture, Water and the Environment	Assistant Secretary, responsible for property
5	Australian Fisheries Management Authority	Chief Executive Officer
6	Australian Fisheries Management Authority	Chief Finance Officer
7	Australian Pesticides and Veterinary Medicines Authority	Chief Executive Officer
8	Bureau of Meteorology	Chief Executive Officer and Director of the Bureau of Meteorology
9	Bureau of Meteorology	Group Executive Corporate Services & Chief Operating Officer
10	Bureau of Meteorology	General Manager, Finance and Chief Financial Officer
11	Bureau of Meteorology	Manager Corporate Real Estate
12	Bureau of Meteorology	Corporate Real Estate
13	Bureau of Meteorology	Works & Office Services
14	Cotton Research and Development Corporation	Executive Director
15	Director of National Parks	Director of National Parks
16	Fisheries Research and Development Corporation	Manager Corporate Services
17	Grains Research Development Corporation	Managing Director
18	Great Barrier Reef Marine Park Authority	Chief Executive Officer
19	Great Barrier Reef Marine Park Authority	Chief Finance Officer
20	Great Barrier Reef Marine Park Authority	General Manager Corporate Services
21	Great Barrier Reef Marine Park Authority	General Manager Reef Engagement
22	Murray-Darling Basin Authority	Chief Executive

23	Murray-Darling Basin Authority	Chief Operating Officer
24	Murray-Darling Basin Authority	Executive Director, River Management
25	Regional Investment Corporation	Chief Executive Officer
26	Wine Australia	Chief Executive Officer
<i>Attorney-General's Portfolio</i>		
27	Attorney-General's Department	Assistant Secretary, Business Operations Branch, Corporate Division
28	Administrative Appeals Tribunal	Registrar
29	Administrative Appeals Tribunal	Executive Director, Corporate Services
30	Australian Financial Security Authority	Chief Executive
31	Australian Financial Security Authority	Deputy Chief Executive and Chief Operating Officer
32	Australian Financial Security Authority	Chief Finance Officer
33	Federal Court of Australia	Chief Executive Officer
34	Federal Court of Australia	Chief Finance Officer
35	Federal Court of Australia	Executive Director, Corporate Services
36	National Archives of Australia	Director-General
37	National Archives of Australia	Assistant Director-General, Corporate Services
38	Office of Parliamentary Counsel	Chief Finance Officer
39	Office of the Director of Public Prosecutions	Chief Corporate Officer
40	Office of the Director of Public Prosecutions	Chief Financial Officer
41	Office of the Commonwealth Ombudsman	Ombudsman
42	Office of the Commonwealth Ombudsman	Deputy Ombudsman
43	Office of the Commonwealth Ombudsman	Chief Operating Officer
<i>Defence Portfolio</i>		
44	Department of Defence	Deputy Secretary Estate & Infrastructure Group
45	Department of Defence	Chief Finance Officer
46	Department of Defence	First Assistant Secretary Infrastructure
47	Department of Defence	Assistant Secretary Property Management
48	Department of Defence	Director Strategic Advisory, Projects & Integration

49	Department of Defence	Director Strategic Contract Management
50	Department of Defence	Director Property Acquisition & Land Access
51	Department of Defence	Director Estate Divestment Program
52	Department of Defence	Deputy Director Estate Divestment Program
53	Department of Defence	Director Office Leasing & ACT Accommodation
54	Department of Defence	Assistant Director National Property Management
55	Department of Defence	Assistant Director Property Acquisition & Land Access
56	Department of Defence	Assistant Director Office Leasing & ACT Accommodation
57	Department of Defence	Assistant Director Estate Divestment Program
58	Department of Defence	Assistant Director Strategic Contract Management
<i>Education, Skills, and Employment Portfolio</i>		
59	Department of Education, Skills, and Employment	Secretary
60	Department of Education, Skills, and Employment	Chief Financial Officer
61	Department of Education, Skills, and Employment	First Assistant Secretary Technology Services Division
62	Department of Education, Skills, and Employment	Assistant Secretary, IT Workplace Environment and Customer Support Branch
63	Department of Education, Skills, and Employment	Director Property Services, IT Workplace Environment and Customer Support Branch
64	Australian Curriculum, Assessment and Reporting Authority	Chief Executive Officer
65	Australian Curriculum, Assessment and Reporting Authority	Board
66	Australian Institute for Teaching and School Leadership	Company Secretary
67	Australian Research Council	Chief Financial Officer
68	Australian Skills Quality Authority (National Vocational Education and Training Regulator)	Chief Commissioner / Chief Executive Officer
69	Australian Skills Quality Authority (National Vocational Education and Training Regulator)	Chief Executive Officer

70	Tertiary Education Quality and Standards Agency	Chief Executive Officer
71	Tertiary Education Quality and Standards Agency	Director, Corporate
<i>Finance Portfolio</i>		
72	Department of Finance	Deputy Secretary, Business Enabling Services
73	Australian Electoral Commission	Electoral Commissioner
74	Australian Electoral Commission	Deputy Electoral Commissioner
75	Australian Electoral Commission	First Assistant Commissioner
76	Australian Electoral Commission	Assistant Commissioner, Corporate Services
77	Australian Electoral Commission	State Manager
78	Australian Electoral Commission	Director, National Property and Protective Security Services
79	Future Fund Management Agency	Chief Financial Officer
80	Future Fund Management Agency	Chief Operating Officer
81	Future Fund Management Agency	General Counsel & Chief Risk Officer
<i>Foreign Affairs and Trade Portfolio</i>		
82	Department of Foreign and Trade	Executive Director – Overseas Property Office and Services
83	Department of Foreign and Trade	Assistant Secretary – Strategy and Property Services Branch, Overseas Property Office and Services
84	Department of Foreign and Trade	Assistant Secretary – Portfolio Management Branch, Overseas Property Office and Services
85	Department of Foreign and Trade	Chief Finance Officer
86	Department of Foreign and Trade	Assistant Secretary, Financial Management Branch
87	Australian Trade and Investment Commission	Chief Executive Officer
88	Australian Trade and Investment Commission	Chief Operating Officer
89	Australian Trade and Investment Commission	Chief Financial Officer
90	Australian Trade and Investment Commission	Chief Counsel
91	Australian Trade and Investment Commission	AGM Security, Consular and Property
92	Australian Trade and Investment Commission	Manager, Finance Business Support

93	Australian Trade and Investment Commission	Manager, Finance Operations and Financial Accounting
94	Australian Trade and Investment Commission	Manager Property Consular & Business Resilience
95	Export Finance Australia	Chief Executive Officer
96	Export Finance Australia	Chief Financial Officer
97	Export Finance Australia	Chief Operating Officer
Health Portfolio		
98	Department of Health	Chief Operating Officer
99	Department of Health	First Assistant Secretary, Financial Management Division
100	Department of Health	Chief Financial Officer
101	Department of Health	Director, Property Strategy and Leasing
102	Australian Digital Health Agency	Chief Executive Officer
103	Australian Institute of Health and Welfare	Chief Executive Officer
104	Australian Institute of Health and Welfare	Senior Executive, Business and Communications Group
105	Australian Radiation Protection and Nuclear Safety Agency	Chief Executive Officer
106	Australian Sports Anti-Doping Authority	Chief Executive Officer
107	Australian Sports Commission	Chief Executive Officer
108	Australian Sports Commission	General Manager, Corporate Operations
109	Australian Sports Commission	Chief Financial Officer
110	Aged Care Quality and Safety Commission	Chief Executive Officer
111	Food Standards Australia New Zealand	General Manager, Food Safety and Corporate
112	Food Standards Australia New Zealand	Chief Executive Officer
113	Independent Hospital Pricing Authority	Chief Executive Officer
114	National Health and Medical Research Council	Director, Business Services
115	National Health and Medical Research Council	Chief Financial Officer and Executive Director, Corporate Operations and Information
116	National Mental Health Commission	Chief Executive Officer
117	National Mental Health Commission	Chief Operating Officer
118	Professional Services Review	Director

<i>Home Affairs Portfolio</i>		
119	Department of Home Affairs	Chief Operating Officer
120	Department of Home Affairs	Assistant Secretary, Property Branch
121	Department of Home Affairs	First Assistant Secretary, Procurement Property and Contracts Division
122	Department of Home Affairs	First Assistant Secretary, Finance Division
123	Department of Home Affairs	Director, Capital Works and Property Management
124	Department of Home Affairs	Director, Property Strategy
125	Australian Criminal Intelligence Commission	Chief Executive Officer
126	Australian Criminal Intelligence Commission	Chief Operating Officer
127	Australian Criminal Intelligence Commission	Chief Financial Officer
128	Australian Federal Police	Manager Finance
129	Australian Federal Police	Chief Operating Officer
130	Australian Federal Police	Chief Financial Officer
131	Australian Federal Police	Manager Infrastructure and Logistics
132	Australian Federal Police	Coordinator, Strategic Property
133	Australian Security Intelligence Organisation	First Assistant Director-General, Corporate & Security
134	Australian Security Intelligence Organisation	Deputy Director-General, Enterprise Service Delivery
135	Australian Security Intelligence Organisation	Chief Finance Officer
136	Australian Transaction Reports and Analysis Centre	National Manager Strategic Planning, Finance and Performance (Chief Finance Officer)
<i>Industry, Science, Energy and Resources Portfolio</i>		
137	Department of Industry, Science, Energy and Resources	Secretary
138	Department of Industry, Science, Energy and Resources	Deputy Secretary
139	Department of Industry, Science, Energy and Resources	Chief Operating Officer
140	Department of Industry, Science, Energy and Resources	Chief Financial Officer
141	Department of Industry, Science, Energy and Resources	General Manager, Property
142	Department of Industry,	Manager, Property

	Science, Energy and Resources	
143	Australian Institute of Marine Science	Chief Operating Officer
144	Australian Nuclear Science and Technology Organisation	Chief Executive Officer
145	Australian Nuclear Science and Technology Organisation	Group Executive Capital Programs & Chief Engineer
146	Australian Nuclear Science and Technology Organisation	Group Chief Financial Officer/Group Executive Business Operations and Systems
147	Australian Nuclear Science and Technology Organisation	Group Executive, People Culture Safety & Security and Chief Security Officer
148	Australian Nuclear Science and Technology Organisation	General Manager, ANSTO Maintenance and Engineering
149	Australian Renewable Energy Agency	Chief Executive Officer
150	Clean Energy Finance Corporation	Chief Financial Officer
151	Clean Energy Finance Corporation	Chief Executive Officer
152	Clean Energy Regulator	Chair
153	Clean Energy Regulator	Chief Operations Officer
154	Clean Energy Regulator	Chief Financial Officer
155	Commonwealth Scientific and Industrial Research Organisation	Chief Executive Officer
156	Commonwealth Scientific and Industrial Research Organisation	Chief Operating Officer
157	Commonwealth Scientific and Industrial Research Organisation	Director, Business and Infrastructure Services
158	Commonwealth Scientific and Industrial Research Organisation	Executive Manager – Portfolio Services, Business and Infrastructure Services
159	Commonwealth Scientific and Industrial Research Organisation	Manager – Portfolio Management, Business and Infrastructure Services
160	Geoscience Australia	Chief Executive Officer
161	Geoscience Australia	Chief Operating Officer
162	Geoscience Australia	Chief Financial Officer
163	IP Australia	Director General
164	IP Australia	Deputy Director General
165	IP Australia	Chief Financial Officer
<i>Infrastructure, Transport, Regional Development and Communications Portfolio</i>		

166	Department of Infrastructure, Transport, Regional Development and Communications	Secretary
167	Department of Infrastructure, Transport, Regional Development and Communications	Deputy Secretary
168	Department of Infrastructure, Transport, Regional Development and Communications	First Assistant Secretary, People, Governance and Parliamentary
169	Department of Infrastructure, Transport, Regional Development and Communications	Chief Financial Officer
170	Department of Infrastructure, Transport, Regional Development and Communications	Assistant Secretary, Finance Branch
171	Australia Council for the Arts	Chief Executive Officer
172	Australia Council for the Arts	Executive Director Corporate Resources
173	Australian Communications and Media Authority	Chair and Agency Head
174	Australian Communications and Media Authority	Chief Operating Officer and General Manager, Corporate and Research Division
175	Australian Communications and Media Authority	Chief Financial Officer and Executive Manager, Finance, Reporting and Operations Branch
176	Australian Film, Television and Radio School	Chief Executive Officer (Director)
177	Australian National Maritime Museum	Deputy Director, Corporate Services/Chief Financial Officer
178	Australian National Maritime Museum	Chief Executive Officer/Director
179	Australian Transport Safety Bureau	Chief Executive Officer
180	Australian Transport Safety Bureau	Chief Operating Officer
181	Australian Transport Safety Bureau	Chief Financial Officer
182	Civil Aviation Safety Authority	Chief Executive Officer and Director of Aviation Safety
183	Civil Aviation Safety Authority	Chief Financial Officer
184	Infrastructure Australia	Chief Financial Officer
185	National Capital Authority	Chief Executive

186	National Capital Authority	Director, Finance and Business Resources
187	National Film and Sound Archive of Australia	Chief Executive Officer
188	National Gallery of Australia	Director
189	National Gallery of Australia	Chief Operating Officer
190	National Gallery of Australia	Chief Finance Officer
191	National Library of Australia	Chief Operating Officer
192	National Library of Australia	Chief Financial Officer
193	National Museum of Australia	Director
194	National Museum of Australia	Deputy Director
195	National Museum of Australia	Assistant Director, Corporate Operations and Services
196	National Transport Commission	Chief Executive Officer
197	Screen Australia	Chief Executive Officer
198	Screen Australia	Chief Operating Officer
199	Screen Australia	Chief Financial officer
<i>Prime Minister and Cabinet Portfolio</i>		
200	Department of the Prime Minister and Cabinet	First Assistant Secretary, that manages property
201	Department of the Prime Minister and Cabinet	Assistant Secretary, that manages property
202	Australian Public Service Commission	Australian Public Service Commissioner
203	Australian Public Service Commission	Group Manager, People and Business Management
204	Australian Public Service Commission	Group Manager, Technology and Digital Strategy
205	Australian National Audit Office	Senior Executive Director, Corporate Management Group
206	Australian National Audit Office	Senior Director, Corporate Strategy and Change
207	Australian Institute of Aboriginal and Torres Strait Islander Studies	Principal
208	Executive Director of Township Leasing	Executive Director of Township Leasing
209	National Indigenous Australians Agency	Chief Executive Officer
210	National Indigenous Australians Agency	Deputy Chief Executive Officer
211	National Indigenous Australians Agency	Chief Operating Officer

212	National Indigenous Australians Agency	Chief Financial Officer
213	National Indigenous Australians Agency	Branch Manager in charge of Property
214	Office of National Intelligence	Director-General
215	Office of the Official Secretary to the Governor-General	Official Secretary to the Governor-General
216	Office of the Official Secretary to the Governor-General	Deputy Official Secretary to the Governor-General
217	Office of the Official Secretary to the Governor-General	Director, People and Services
218	Old Parliament House	Museum Head
219	Old Parliament House	Deputy Museum Head
<i>Social Services Portfolio</i>		
220	Department of Social Services	Secretary
221	Department of Social Services	Chief Operating Operator
222	Department of Social Services	Chief Finance Officer/Group Manager, Finance Group
223	Department of Social Services	Group Manager, Corporate and Governance Group
224	Department of Social Services	Branch Manager, Property and Security Branch
225	Department of Social Services	Director of Property, Property and Security Branch
226	Australian Institute of Family Studies	Director
227	Australian Institute of Family Studies	Deputy Director Corporate Services
228	Digital Transformation Agency	Chief Executive Officer
229	Digital Transformation Agency	Chief Operating Officer
230	Hearing Australia	Managing Director
231	Hearing Australia	Board Secretary
232	Hearing Australia	Chief Financial Officer
233	National Disability Insurance Scheme Launch Transition Agency (National Disability Insurance Agency)	Chief Executive Officer
234	National Disability Insurance Scheme Launch Transition Agency	Deputy Chief Executive Officer Corporate Services and Chief Financial Officer

	(National Disability Insurance Agency)	
235	National Disability Insurance Scheme Launch Transition Agency (National Disability Insurance Agency)	Branch Manager, Procurement and Corporate Services
236	National Disability Insurance Scheme Quality and Safeguards Commission	Commissioner
237	National Disability Insurance Scheme Quality and Safeguards Commission	Chief Operating Officer
238	Services Australia	Chief Executive Officer
239	Services Australia	Chief Operating Officer
240	Services Australia	Chief Financial Officer
241	Services Australia	General Manager, Corporate Operations Division
242	Services Australia	National Manager, Property Branch
243	Services Australia	Director, National Leasing Management
Treasury Portfolio		
244	Department of the Treasury	Deputy Secretary, Corporate and Foreign Investment Group
245	Department of the Treasury	Chief Financial Officer
246	Department of the Treasury	Manager Property Services and Logistics
247	Australian Bureau Of Statistics	Chief Financial Officer
248	Australian Bureau Of Statistics	Director, National Property
249	Australian Competition and Consumer Commission	Chief Operating Officer
250	Australian Competition and Consumer Commission	Chief Finance Officer
251	Australian Office of Financial Management	Chief Executive Officer
252	Australian Prudential Regulation Authority	Chair
253	Australian Prudential Regulation Authority	Deputy Chair
254	Australian Prudential Regulation Authority	Member
255	Australian Reinsurance Pool Corporation	Chief Executive
256	Australian Taxation Office	Commissioner of Taxation
257	Australian Taxation Office	Chief Operating Officer
258	Australian Taxation Office	Chief Finance Officer
259	Australian Taxation Office	Assistant Commissioner, ATO Property
260	Australian Taxation Office	Director, Security
261	Australian Taxation Office	Director, Property Projects
262	Australian Taxation Office	Director, Property Services HWV

263	Australian Taxation Office	Director, Property Service
264	Australian Taxation Office	Director, Strategic Property Asset Director HWV
265	Australian Taxation Office	Director, National Business Manager
266	Australian Taxation Office	Director, Property
267	Australian Taxation Office	Property Manager
268	Commonwealth Grants Commission	Secretary
269	Commonwealth Grants Commission	Chief Finance Officer
270	Inspector-General of Taxation	Chief Executive Officer
271	Inspector-General of Taxation	Chief Finance Officer
272	National Competition Council	Chief Finance Officer
273	National Competition Council	Director
274	Productivity Commission	Assistant Commissioner, Corporate Services
275	Royal Australian Mint	Chief Executive Officer
<i>Veterans' Affairs Portfolio</i>		
276	Department of Veterans' Affairs	First Assistant Secretary, Business Support Services
277	Department of Veterans' Affairs	Chief Finance Officer
278	Australian War Memorial	Director
279	Australian War Memorial	Assistant Director, Corporate Services
280	Australian War Memorial	Chief Finance Officer
<i>Parliamentary Portfolio</i>		
281	Department of Parliamentary Services	Secretary
282	Department of Parliamentary Services	First Assistant Secretary, Building and Asset Management Division
283	Department of Parliamentary Services	Chief Operating Officer

Schedule 3 – Overseas Land Delegations

Delegations to officers in acquiring authorities relating to the acquisition and disposal of leasehold interests in overseas land (whether the leasehold interest is for residential accommodation and / or for office accommodation (section 7).

[Note that delegates are subject to directions by the Minister]

Item	Agency	Position
<i>Agriculture, Water and the Environment Portfolio</i>		
1	Department of Agriculture, Water and the Environment	Deputy Secretaries
2	Department of Agriculture, Water and the Environment	Chief Finance Officer
3	Wine Australia	Chief Executive Officer
<i>Attorney-General's Portfolio</i>		
4	Office of the Director of Public Prosecutions	Chief Corporate Officer
5	Office of the Director of Public Prosecutions	Chief Financial Officer
<i>Defence Portfolio</i>		
6	Department of Defence	Deputy Secretary Estate & Infrastructure Group
7	Department of Defence	Chief Finance Officer
8	Department of Defence	First Assistant Secretary Infrastructure
9	Department of Defence	Assistant Secretary Property Management
10	Department of Defence	Director Strategic Advisory, Projects & Integration
11	Department of Defence	Director Strategic Contract Management
12	Department of Defence	Assistant Director Strategic Contract Management
<i>Education, Skills, and Employment Portfolio</i>		
13	Department of Education, Skills, and Employment	Secretary
14	Department of Education, Skills, and Employment	Chief Financial Officer
15	Australian Curriculum, Assessment and Reporting Authority	Board
16	Australian Skills Quality Authority (National Vocational Education and Training Regulator)	Chief Commissioner / Chief Executive Officer
17	Australian Skills Quality Authority (National Vocational Education and Training Regulator)	Chief Executive Officer
<i>Finance Portfolio</i>		
18	Australian Electoral	Electoral Commissioner

	Commission	
19	Australian Electoral Commission	Deputy Electoral Commissioner
<i>Foreign Affairs and Trade Portfolio</i>		
20	Department of Foreign and Trade	Executive Director – Overseas Property Office and Services
21	Department of Foreign and Trade	Assistant Secretary – Strategy and Property Services Branch, Overseas Property Office and Services
22	Department of Foreign and Trade	Assistant Secretary – Portfolio Management Branch, Overseas Property Office and Services
23	Department of Foreign and Trade	Officials occupying the position of Head of Mission or Head of Post or Senior Administrative Officer in the Department of Foreign Affairs and Trade Missions overseas
24	Department of Foreign and Trade	Chief Finance Officer
25	Department of Foreign and Trade	Assistant Secretary, Financial Management Branch
26	Australian Trade and Investment Commission	Chief Executive Officer
27	Australian Trade and Investment Commission	Chief Operating Officer
28	Australian Trade and Investment Commission	Chief Financial Officer
29	Australian Trade and Investment Commission	Chief Counsel
30	Australian Trade and Investment Commission	AGM Security, Consular and Property
31	Australian Trade and Investment Commission	Manager, Finance Business Support
32	Australian Trade and Investment Commission	Manager, Finance Operations and Financial Accounting
33	Australian Trade and Investment Commission	Manager Property Consular & Business Resilience
<i>Health Portfolio</i>		
34	Australian Sports Anti-Doping Authority	Chief Executive Officer
35	Food Standards Australia New Zealand	General Manager, Food Safety and Corporate
36	Food Standards Australia New Zealand	Chief Executive Officer
<i>Home Affairs Portfolio</i>		
37	Department of Home Affairs	Chief Operating Officer
38	Department of Home Affairs	Assistant Secretary, Property Branch
39	Department of Home Affairs	First Assistant Secretary, Procurement Property and Contracts Division
40	Department of Home Affairs	First Assistant Secretary, Finance Division

41	Department of Home Affairs	Director, Capital Works and Property Management
42	Department of Home Affairs	Director, Property Strategy
43	Department of Home Affairs	Superintendent, Airline Liaison (Offshore) Program
44	Australian Federal Police	Manager Finance
45	Australian Federal Police	Chief Operating Officer
46	Australian Federal Police	Chief Financial Officer
47	Australian Federal Police	Manager Infrastructure and Logistics
48	Australian Federal Police	Coordinator, Strategic Property
<i>Industry, Science, Energy and Resources Portfolio</i>		
49	Department of Industry, Science, Energy and Resources	Secretary
50	Department of Industry, Science, Energy and Resources	Deputy Secretary
51	Department of Industry, Science, Energy and Resources	Chief Operating Officer
52	Department of Industry, Science, Energy and Resources	Chief Financial Officer
53	Department of Industry, Science, Energy and Resources	General Manager, Property
54	Department of Industry, Science, Energy and Resources	Manager, Property
55	Australian Nuclear Science and Technology Organisation	Chief Executive Officer
56	Australian Nuclear Science and Technology Organisation	Group Executive Capital Programs & Chief Engineer
57	Australian Nuclear Science and Technology Organisation	Group Chief Financial Officer/Group Executive Business Operations and Systems
58	Australian Nuclear Science and Technology Organisation	Group Executive, People Culture Safety & Security and Chief Security Officer
59	Australian Renewable Energy Agency	Chief Executive Officer
60	Commonwealth Scientific and Industrial Research Organisation	Chief Executive Officer
61	Commonwealth Scientific and Industrial Research Organisation	Chief Operating Officer
62	Commonwealth Scientific and Industrial Research Organisation	Director, Business and Infrastructure Services
63	Commonwealth Scientific and Industrial Research	Executive Manager – Portfolio Services, Business and Infrastructure Services

	Organisation	
64	Commonwealth Scientific and Industrial Research Organisation	Manager – Portfolio Management, Business and Infrastructure Services
65	IP Australia	Director General
66	IP Australia	Deputy Director General
67	IP Australia	Chief Financial Officer
<i>Infrastructure, Transport, Regional Development and Communications Portfolio</i>		
68	Department of Infrastructure, Transport, Regional Development and Communications	Secretary
69	Department of Infrastructure, Transport, Regional Development and Communications	Deputy Secretary
70	Department of Infrastructure, Transport, Regional Development and Communications	First Assistant Secretary, People, Governance and Parliamentary
71	Department of Infrastructure, Transport, Regional Development and Communications	Chief Financial Officer
72	Australia Council for the Arts	Chief Executive Officer
73	Australia Council for the Arts	Executive Director Corporate Resources
74	National Film and Sound Archive of Australia	Chief Executive Officer
<i>Prime Minister and Cabinet Portfolio</i>		
75	Department of the Prime Minister and Cabinet	First Assistant Secretary, that manages property
76	Department of the Prime Minister and Cabinet	Assistant Secretary, that manages property
77	Executive Director of Township Leasing	Executive Director of Township Leasing
78	Office of the Official Secretary to the Governor-General	Official Secretary to the Governor-General
79	Office of the Official Secretary to the Governor-General	Deputy Official Secretary to the Governor-General
80	Office of the Official Secretary to the Governor-General	Director, People and Services
81	Office of National Intelligence	Director-General
82	Old Parliament House	Museum Head
<i>Social Services Portfolio</i>		
83	Digital Transformation Agency	Chief Executive Officer

84	Hearing Australia	Managing Director
85	Hearing Australia	Board Secretary
86	Hearing Australia	Chief Financial Officer
<i>Treasury Portfolio</i>		
87	Department of the Treasury	Deputy Secretary, Corporate and Foreign Investment Group
88	Department of the Treasury	Chief Financial Officer
89	Department of the Treasury	Manager Property Services and Logistics
90	Australian Competition and Consumer Commission	Chief Operating Officer
91	Australian Competition and Consumer Commission	Chief Finance Officer
92	National Competition Council	Chief Finance Officer
93	National Competition Council	Director
94	Royal Australian Mint	Chief Executive Officer
<i>Veterans' Affairs Portfolio</i>		
95	Department of Veterans' Affairs	First Assistant Secretary, Business Support Services
96	Department of Veterans' Affairs	Chief Finance Officer



Australian Government

Department of Infrastructure, Transport,
Cities and Regional Development



Procurement Manual

December 2019

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Version Control

Version	Date	Description	Approved by
1	23/08/2018	Initial draft – W J Orlandi-Phillips – RM F18/1228	Justine Potter, CFO
2	21/05/2019	Amendments in line with the introduction of the <i>Government Procurement (Judicial Review) Act 2018</i> – N Peterson	Cheryl-Anne Navarro, A/g CFO
3	11/10/2019	Amendments to include Black Economy policy, Commonwealth Child Safe Framework, Cartels, IPP update and amendments to contract management information– B Williams	Nicole Peterson, A/g Procurement Manager
4	10/12/2019	Updated hyperlinks to the Department of Finance (DoF) website	Nicole Peterson, Procurement Manager

Introduction

This manual is a guide through the procurement process and requirements of the *Public Governance, Performance and Accountability (PGPA) Act 2013*, [Commonwealth Procurement Rules](#) (CPRs) and the [Accountable Authority Instructions](#) (AAIs), Procurement Policy, and Procurement Quick Guide.

What is procurement?

Procurement is the process of acquiring goods and services. It begins when a need has been identified and a decision has been made on the procurement requirement. Procurement continues through the processes of risk assessment, seeking and evaluating alternative solutions, and the awarding and reporting of a contract.

In addition to the acquisition of goods and services by a relevant entity for its own use, procurement includes the acquisition of goods and services on behalf of another relevant entity or third party.

Following the awarding of the contract, the delivery of and payment for the goods and services and, where relevant, the ongoing management of the contract and consideration of disposal of goods, are important elements in achieving the objectives of the procurement.

How do I procure goods and services?

The level of administration and governance for a procurement is proportional to the value and risk of the acquisition. Simple procurements (low value and low risk generally under \$80,000) require less planning and administration than complex procurements (over \$80,000).

Simple procurements can be purchased using a credit card or by having an invoice send directly to the Paperless Accounts Payable (PAP) system. Regardless of the method of payment, all procurements over \$10,000 require a purchase order to be created in myWorkplace. The myWorkplace system is designed to capture and store all the documents necessary to demonstrate value for money for the procurement, and the approvals by a delegate.

What is value for money?

Value for money is the difference between the total benefit derived from a good or a service against its total cost, when assessed over the period the goods or services are to be used.

$$\text{Value for money} = \text{Total lifetime benefit} - \text{total lifetime cost}$$

Benefits, costs and risks include money and non-monetary factors. A key challenge in the planning stage of every procurement activity is identifying benefits and costs and then estimating an equivalent monetary amount or other value weighting. Most non-monetary factors can be translated into monetary amounts, while others cannot (for example consideration of environmental impacts for a purchase). These factors remain relevant to the assessment of value for money. Consideration should be given to:

1. stakeholder input
2. scale and scope of the business requirement
3. the resourcing and budget
4. obligations and opportunities under other existing arrangements
5. relevant Commonwealth policies
6. the market's capacity to competitively respond to a procurement.

Achieving value for money does not always mean that the 'highest quality' good or service is selected. A lower cost option that meets quality requirements may be appropriate where limited funds are available for a particular procurement. Value for money is achieved when the 'right sized' procurement solution is selected to meet the department's need.

Planning

Identifying the need

The PGPA Act requires that public resources are used and managed in a proper manner. Goods and services should only be acquired where the purchase meets an identified need for the department. Consideration needs to be given as to why the department needs the goods or services; and "whether there are other options such as performing the services in-house or utilising existing resources" before a decision to conduct a procurement process is made.

Planning

While all procurements require some planning, the degree of planning and associated documentation is dependent on the scale, scope, and risk associated with the procurement. Simple procurements do not generally require detailed planning; whereas, complex procurements over \$80,000 will generally require a more detailed planning process. In the case of complex procurement, consideration should also be given to establishing an evaluation committee to bring together a variety of expertise from across the department.



You may consider researching whether similar procurements have been undertaken by other divisions or agencies. You may be able to save time and reduce your administration costs. Contact the Grants and Procurement team for assistance (help.procurement@infastructure.gov.au).

Procurement plan

The role of the procurement plan is to document the process and requirements of the procurement, like a project plan. While the procurement plan is not mandatory for simple procurements, complex procurements should have a plan developed at the commencement of the process. Elements of the plan should include:

- a statement of requirements
- a proposed methodology
- an evaluation methodology
- an evaluation of risks associated with the procurement and document mitigation strategies
- the identification stakeholders and how they are to be involved in the procurement;
- a proposed timeline for the procurement
- any possible specialist advice that may be needed, such as technical advisers
- a communications strategy, should one be required
- identification of the delegate, project manager, relationship manager
- developing key performance indicators for the procurement
- identifying the timing of a post procurement review.

Evaluation Committee

Establishing an evaluation committee should be completed early in the process. The role of the committee is to provide advice to the delegate and ensure the process is appropriately executed. The individuals appointed to the committee should be sufficiently qualified, experienced, independent, and not have a conflict of interest. The committee is normally chaired by the person managing the procurement process and the contract manager. The chair of the committee is responsible for managing the evaluation and decision-making process. The evaluation committee members are responsible for ensuring the process is undertaken in accordance with applicable legislation and policy, the outcome achieves value for money, and ensuring the process upholds the highest standards of probity and ethics. The evaluation committee members also have a duty to advise the delegate on matters relating to the procurement including any conflicts of interests.

The expectations regarding the evaluation committee are outlined in Table 2 of this Procurement Manual.

Defining the outcome

To ensure a successful outcome the objectives of the procurement should be clearly articulated. The objectives may include mandatory requirements, desirable requirements and failure standards.

Defining specifications

Specifications for a good or service should be developed in consultation with stakeholders. This may include consultation with end users, subject matter experts, and other government agencies.

Example of identifying stakeholders

Your area is responsible for managing the planning of a new rail line that travels from Queensland to NSW. Stakeholders for consultation as to the specifications and deliverables of a feasibility study might include departmental Senior Executives, federal and state Ministers, state government agencies, industry bodies, and local communities on the rail line.

Specifications must be consistent with the CPRs. This includes considering any applicable regulations and standards and ensuring that specifications do not unnecessarily obstruct competition. Any applicable standards and regulations must be included in request documentation, tender responses, and contracts. Delivery consistent with any specifications must be monitored by the purchasing officer or contract manager.

Where standards such as building standards are applicable, subject matter experts should be included in the evaluation committee to provide advice on the proposed procurement.

A Buyer may conduct market research and other activities in developing specifications for a procurement. Potential suppliers may be contacted to provide specific information, however Buyers must ensure that a supplier will not have an unfair advantage over other potential suppliers by participating in market research. For example, Buyers may contact specific suppliers within the industry from which they are seeking goods or services, and ask questions about the product or service being procured. Buyers should take care not to develop specifications around information provided by a supplier who wishes the department to purchase their product, without testing them in comparison to other potential suppliers.

Specifications will state the requirement clearly, concisely and logically in functional and performance terms unless specific technical requirements are needed. As specifications may limit the scope of responses accepted, care should be taken to avoid specifications that discourage suppliers from providing the best solution, which in some cases may be a solution based on an innovative idea and / or technology. It is appropriate to develop and incorporate any Key Performance Indicators (KPI) expected from a potential supplier at this stage.

When classifying mandatory, desirable and optional requirements, please remember that if a mandatory requirement is not met, this will eliminate the supplier from the process.

Example

The department wishes to implement an IT help line to provide end user support. Including a statement in the contract along the lines of “services are to be provided in a timely manner” does not provide sufficient scope to monitor or measure performance because the phrase is objective. An arrangement of this nature should include clear KPI’s.

A more subjective example is:

The supplier will:

- Provide support between the hours of 08:00 and 18:00 on working days
- Ninety per cent of incidents reported will be responded to within 60 minutes
- Ninety-five per cent of issues will be resolved within two business days.

By including specific requirements, the contract manager is able to monitor performance, and the department’s expectations are made clear to the supplier.

Researching the market

Researching the market assists the Buyer undertaking the procurement to understand how the market works, what competition exists within the market, recent developments, supply issues and innovation opportunities. It should also reveal key potential suppliers and whether the market contains sufficient expertise to deliver the good or service in a form that accords with the prescribed outcome. Market research can occur through a number of methods including contact with other Australian Government agencies.

A Buyer’s level of confidence in being able to successfully procure within a reasonable time to a reasonable cost and standard will depend on several factors including:

- A mix of goods or services not being available from a single supplier, thereby requiring a consortium to be formed.
- The maturity of the market – a new industry may be largely comprised of suppliers that do not have a long record of on-time delivery.
- The size of the market – a very small market of suppliers may not be able to guarantee a competitive procurement environment.
- The availability of alternative products and services.

At the end of this process, a Buyer should have a good knowledge of the current market and be able to use this information, among other things, to determine the type of approach to the market that is most appropriate to the particular circumstances. In addition, these processes will also assist Buyers to identify risks associated with the procurement.

A Buyer may choose to undertake a formal Request for Information process if further market information is required prior to committing to a procurement process. This would result in a two-stage procurement process.

A two-stage procurement is intended to notify potential suppliers of a procurement opportunity, and invite submissions. An Approach to Market (ATM) is released inviting potential suppliers to submit a response detailing how they may be able to meet the department’s needs. This is Stage 1. The ATM must include the criteria that will be used for the selection of potential suppliers. If you are approaching the open market, you must declare the number of potential suppliers being selected.

Once submissions have been received, the department may select a sub-set of submissions to provide detailed quotes or tenders. This is Stage 2.

Panel arrangements are the most common form of two-stage procurement method used by the department.

Please contact the Grants and Procurement Team on 02 6274 7144 for further information.

Estimate value of procurement

An estimation of the value of the procurement must be made prior to the selection of a procurement method to determine which thresholds apply. This will be the maximum value of the proposed contract including options or extensions and taxes over the life of the contract. When considering the total cost of a procurement, you should also consider the impacts of the whole of life of the good or service being acquired including installation, maintenance and decommissioning costs.

Once an estimate of value has been made, you must ensure there is sufficient budget available to cover an arrangement to avoid over commitment. If uncertain, please check with your divisional Business Manager.



Remember that the cost of a procurement is the total maximum estimated cost over the life of the contract AND any extensions provided for within the contract.

Whole-of-Government Coordinated Procurement Arrangements

Coordinated procurement refers to whole-of-government arrangements for procuring goods and services, and must be used by all non-corporate Commonwealth entities when procuring goods or services in the coordinated procurement categories. As part of the planning phase of a procurement, Buyers must investigate whether there is a coordinated procurement arrangement in place for the specified goods and/or services. Exemptions may only be provided where a Buyer can demonstrate a special need for alternate supply, and approval is granted by the relevant portfolio Minister and the Minister for Finance.

Goods or services that when purchasing, are mandated to go through a whole-of-government coordinated procurement arrangement are:

- Property Services
- Motor vehicle leasing and fleet management
- Government advertising (campaign and non-campaign)
- Travel and related services
- Major office machines
- Stationery and office supplies
- Some ICT related purchasing (through the DTA)

For more information on coordinated procurement and whole-of-government arrangements, please refer to [Whole-of-Government Procurement Contracts, Arrangements and Initiatives](#) or contact the Grants and Procurement Team.

Whole-of-Government Policies

Procurement Connected Policies (PCPs) are Commonwealth whole-of-government policies for which procurement has been identified as a means of delivery. They are government policies, which Buyers must consider during a procurement process. Value for money is a consideration when applying these policies; however, value for money also needs to consider the broader social implications of the policy's application.

All non-corporate Commonwealth entities **must** comply with whole-of-government PCPs. Details of current Procurement Connected Policies are available on the Department of Finance [website](#).

Indigenous Procurement Policy

The purpose of the Indigenous Procurement Policy (IPP) is to create opportunities for Indigenous businesses to grow and employ more people. The IPP commenced on 1 July 2015 and includes three key aspects:

1. A target number of contracts, which portfolios must award to Indigenous business. This is currently three per cent of all domestic contracts. From 1 July 2019, to ensure Indigenous businesses win higher value contracts at a level closer to those of non-Indigenous businesses, an additional target based on the value of contracts awarded was also introduced. The target is set at one per cent in 2019-20, and will increase by 0.25 per cent each year until it reaches three per cent in 2027.
2. A mandatory set-aside, which requires officials to check in certain circumstances whether an Indigenous business can complete the work on a value for money basis before a general approach to market, is made. This set aside **must** be applied for domestic procurements valued from \$80,000 to \$200,000, and all remote procurements, regardless of the value of the procurement.
3. Mandatory Minimum Requirements in relation to Indigenous employment and subcontractor usage to include in contracts valued at \$7.5 million in certain industries. From 1 July 2020, Indigenous employment and subcontractor targets will be mandatory in high-value contracts across more specified industries.

Regardless of the value of the procurement Buyers should check the Supply Nation website in the first instance for any Indigenous businesses who can supply the required goods or services on a value for money basis.

Details of Indigenous suppliers previously used by the department and available panels are available on ENTR.

For further information on the IPP please refer to the [National Indigenous Australians Agency website](#).

Case Study – Low-value procurement

Identify Need	Your branch is holding a half-day planning session and your director has requested you organise the catering. Your budget is up to \$500.
Research	Consider the catering requirements e.g. number of attendees, type of food required, special requirements, etc.

Approach Market	Check Supply Nation and identify two potential suppliers that are Indigenous owned.
Assess Capability	Check with the two suppliers: one cannot meet requirements, one can.
Identify Suppliers	Place an order for the catering with the successful supplier.
Contract	Enter into an agreement with the supplier (if required).
Relationship Management	Contact the supplier the day before the planning day to confirm requirements.
Evaluation	After the planning day, seek informal feedback from attendees. Prepare a note on whether the catering met expectations and if you would use the supplier again.

The Black Economy Procurement Connected policy

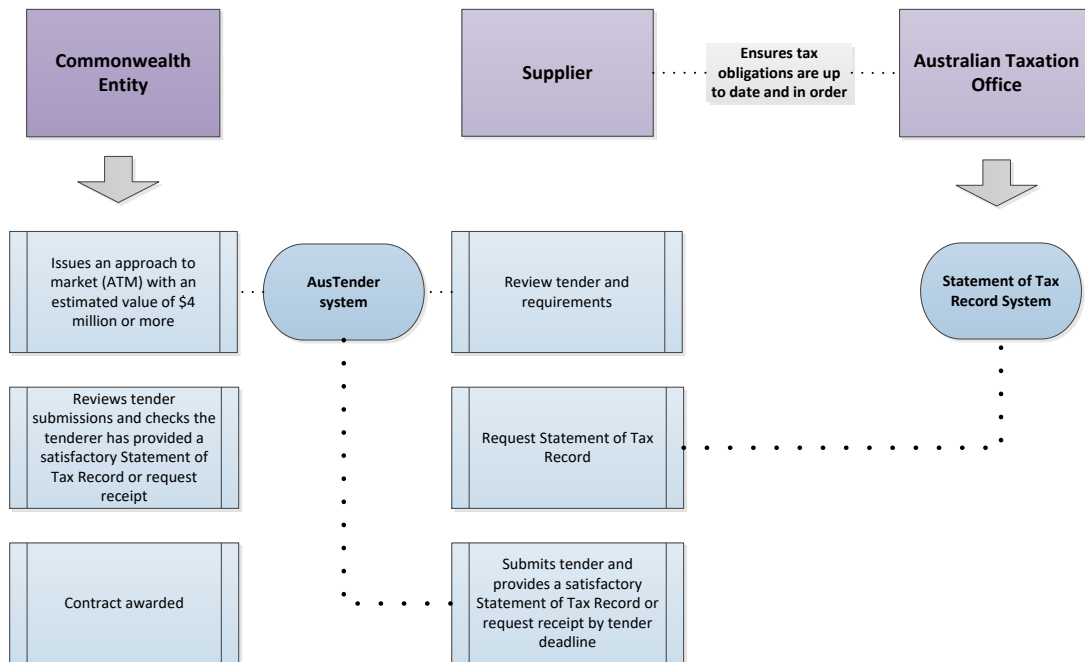
The Australian Government has committed to improving procurement practices to protect honest businesses by increasing the integrity in supply chains for government procurement. This policy is about reducing black economy behaviour by businesses involved in government procurement contracts, so the government can lead by example and support businesses that are doing the right thing.

From 1 July 2019, businesses seeking to tender for Australian Government procurement contracts over \$4 million (including GST) are required provide a statement from the Australian Taxation Office showing they have a satisfactory tax record. The policy does not require Commonwealth entities to amend existing contracts or deeds of standing offer that are in place prior to this policy's commencement date

For Australian Government procurements that are undertaken through open tenders, are subject to the CPRs, and have an estimated value of over \$4 million inclusive of GST, Commonwealth entities must require that tenderers:

- Provide a satisfactory Statement of Tax Record (STR) that is valid at the time of the tender closing.
- In circumstances where a satisfactory STR has not been issued in time to meet the tender deadline - provide a STR receipt, demonstrating a STR has been requested from the ATO. In this case, the tenderer must provide the satisfactory STR no later than four business days from the close of tender and before the awarding of the contract.
- Hold copies of satisfactory and valid STRs for any first tier subcontractors that the tenderer will engage to deliver goods or services with an estimated value of over \$4 million (including GST) as part of the tender if known at the time of submission.
- Ensure, if first tier subcontractors are subsequently engaged in respect of the contract, that the successful tenderer or prime contractor holds satisfactory and valid STRs of their first tier subcontractors where the subcontractors estimated contract value will be over \$4 million (including GST).

The rules also apply to new and foreign tenderers, and to subcontractors.



Please refer to the Black Economy Procurement Connected Policy on the Treasury website for more information.

The Commonwealth Child Safe Framework

The Royal Commission into Institutional Responses to Child Sexual Abuse (Royal Commission) examined what makes an organisation child safe. The Royal Commission highlighted the need to provide an environment in which children and young people are safe, protected and respected, and where staff have the skills, confidence and knowledge to safeguard children.

In response to this, the Australian Government has introduced the Commonwealth Child Safe Framework (CCSF), a whole-of-government framework that sets minimum standards for creating and embedding a child safe culture and practice in Commonwealth entities.

The CCSF also recommends that entities implement child safety requirements, consistent with the CCSF, on individuals or organisations they fund in relation to activities involving children (individuals under the age of 18 years). This includes, but is not limited to, funding arrangements such as grants and procurements.

In order to implement this, staff need to consider whether child safety is relevant to their procurement activity. If so then appropriate child safety clauses will need to be included in both your approach to market and contract documentation. Appropriate child safety clauses are available on ClauseBank on the Department of Finance website. Alternatively staff may want to consider seeking advice from Legal Services on the construction of their approach to market or contractual documentation.

The child safety clause should not impose unreasonable obligations on third parties that should already have robust child safety practices in place that comply with state and territory legislative obligations. The obligations in the clause should largely be aimed at ensuring that all persons who may be working with children are appropriately screened for that purpose.

If the supplier cannot meet their child safety obligations under state and territory legislation then you should not engage them to provide services that directly or indirectly involve access to children. The

supplier is responsible for ensuring that all relevant aspects of the written agreement are complied with, even when subcontractors are involved.

Further information on the CCSF is available on the [Department of the Prime Minister and Cabinet website](#).

Workplace Gender Equality Procurement Principles

These principles apply to any Approach to Market issued by Australian Government entities which is valued at \$80,000 or over (for general goods and services) on or after 1 August 2013.

To be considered for Australian Government procurement contracts valued at \$80,000 and over, all relevant employers must be able to demonstrate they are compliant with the *Workplace Gender Equality (WGE) Act 2012* by supplying a letter of compliance either:

- with their submission to an approach to market issued by the department; or
- before entering into a contract with the department.

The [WGE Act](#) applies if a non-public sector employer is a higher education institution; a natural person, a body or association (whether incorporated or not), that employs a total of 100 or more employees in Australia. For the purposes of the Workplace Gender Equality Procurement Principles, relevant employers are taken to mean those employers with a total of 100 or more employees across all subsidiaries within an organisational structure.

If the tenderer has indicated in their submission that they are a relevant employer, but will be providing a letter of compliance prior to contract, the Buyer must contact the tenderer and obtain a letter of compliance before entering into a contract with the tenderer. If the term of the contract exceeds 18-months, the supplier must provide a current letter of compliance within 18-months from the contract commencement date and subsequently, annually, to the Buyer.

Australian Industry Participation Plans

Australian Industry Participation (AIP) Plans are applied to large Australian Government procurement activities where opportunities for Australian industry are identified.

Buyers approaching the market for procurements with an estimated value at or above \$20 million should contact the Department of Industry, Innovation and Science (Industry) on 02 6213 6404 or at aip@industry.gov.au in the first instance to discuss whether an AIP Plan should form part of their tender process.

For more information, please refer to the [Industry website](#).

Code for the Tendering and Performance of Building Work 2016

The Code for the Tendering and Performance of Building Work 2016 (the Code) replaced the Building Code 2013 on 2 December 2016.

The Code applies to all new tenders for Commonwealth-funded building work, and all building contractors who tender will need to comply with the Code's conduct requirements on building sites.

The Code also applies to building work that is indirectly funded where the Commonwealth's contribution is:

- at least \$5 million and represents at least 50% of the total construction project value; or
- at least \$10 million (irrespective of its proportion of the total construction project value).

For more information on the Code please refer to the [Australian Building and Construction Commission website](#).

Existing arrangements

If a whole-of-government coordinated procurement arrangement or an Indigenous supplier is not identified for a procurement, Buyers can then consider utilising other existing arrangements such as a panel/standing offer arrangement. A panel arrangement is an arrangement comprised of a group of suppliers who were selected through an Open Approach to Market to provide a specific range of goods or services (for example a panel for recruitment services). When a panel is established, the supplier signs a Deed of Standing Offer, which is essentially a 'standing offer' for a set period of time for the supplier to provide the aforementioned goods or services under the terms and conditions contained in the Deed, at the rate specified in the Deed.

Panels are established in accordance with Division 2 of the CPRs. As the establishment of a panel is a competitive procurement process, usually in the form of an Open Tender, subsequent purchases from the panel are not governed by the rules of Division 2 (i.e. another Open Tender process is not required). This enables Buyers to choose one or more suppliers on the panel to approach for a quote. However, Buyers should note the requirements of Division 1 of the CPRs still apply.

Buyers should report the original procurement method used to establish the standing offer when reporting procurements from standing offers.

The department has a number of panel arrangements in place for frequently purchased goods and or services. For a full listing of all of the department's panels including the goods or services able to be purchased please refer to [Standing Offers and Panels – List of Suppliers and Panel Managers](#).

Buyers can use the search functionality available on [AusTender](#) to assist in identifying other existing arrangements.

Selecting a procurement process

The two procurement methods are:

- **Open Tender** - involves publishing an open approach to market and inviting submissions.
- **Limited Tender** – involves approaching one or more potential suppliers to make submissions when the process does not meet the rules for open tender.

Limited tendering for procurements valued at \$80,000 or over or \$7.5 million for construction services can only be performed when:

- the procurement meets a limited tender condition specified in section 10.3 of the [CPRs](#); or
- meets an exemption as outlined in [Appendix A of the CPRs](#).

For Limited Tender procurements, please consult with the [Grants and Procurement team](#) for assistance.

The table on the following page summarises the thresholds for the procurement method and processing requirements:

Value or type of procurement	Procurement Method	Processing requirements
Under \$10,000	Limited Tender	Credit Card or direct invoice payment – Paperless Accounts Payable Verbal quote(s) ¹
\$10,000 to under \$80,000	Limited Tender	Register myWorkplace Procurement
\$80,000 or over	Open Tender, or Limited Tender in a restricted set of circumstances	Register myWorkplace Procurement
Using a panel	Reported using procurement method used to establish the panel – normally open tender	Register myWorkplace Procurement if \$10k or over
Construction \$10k to under \$7.5m	Limited Tender	Register myWorkplace Procurement
Construction \$7.5m or over	Open Tender or Limited Tender in a restricted set of circumstances	Register myWorkplace Procurement

Construction procurement

The CPRs define ‘construction services’ as procurements related to the construction of buildings, and all procurement covered by the *Public Works Committee Act 1986*. Construction procurements need not comply with the requirements of Division 2 until the value of the procurement reaches \$7.5 million (GST inclusive).

For construction procurements valued at or above \$7.5 million (GST inclusive), an Open Tender must be performed unless the procurement meets a Limited Tender condition or is exempt from Division 2 of the CPRs.

Overseas procurement

The department is responsible for the management of foreign exchange risks. Any arrangement that attempts to reduce foreign exchange risk is contrary to the Australian Government’s policy. All agreements or arrangements should be in the relevant foreign currency and not in Australian Dollars.

For the purposes of approvals, all arrangements are to be managed in accordance with their Australian Dollar equivalents. When considering entering an arrangement in a foreign currency, approvers should document the exchange rate on the day of the decision.

Procurements under \$10,000

For procurements where the total value is below \$10,000 (GST inclusive), a corporate credit card may be used or an invoice can be processed directly through the Paperless Accounts Payable System. Procurements valued under \$10,000 do not need to be registered through the myWorkplace system.

Establishing a panel

Panels are established for frequently procured goods or services. Establishing a panel involves approaching the market for a specific set of goods and/or services. Potential suppliers sign a Deed

¹ Verbal quotes should be documented by an official in a file note. The note should include the date the quote was obtained, the name of the company who provided the quote and the person who gave the quote

of Standing Offer with terms and conditions to meet the identified needs of the entity. When goods and services are required, a contract is entered into in accordance with the terms of the Deed. This is often called a 'Work Order' or an 'Order'. Panel arrangements may be shared between entities, which reduces the amount of administration. Entities may only share panels, where vendors who participate in the panel agree that the panel arrangement can be shared.

Establishing a panel can be time consuming and may take several weeks to finalise as the panel is established after a full Open Tender process. However, once established, suppliers can be sourced from the panel quickly, reducing the time to engage suppliers from weeks to days.

Identifying risks

Buyers should consider the risk for all procurements regardless of value. The effort directed to risk assessment and management should be commensurate with the scale, scope and risk of the procurement. Information on how to consider risk can be found [here](#). Risks can relate to a number of factors, including the immaturity of the market, highly specialised products, experimental stage of development, limited suppliers, and dependence on specific personnel or supply chain issues.

Documentation

The CPRs state that Buyers must maintain for each procurement a level of documentation commensurate with the scale, scope and risk of the procurement. The Procurement Documentation Table below outlines procurement documentation, and when it should be used.

Document	What are they?	When do I use it?
Procurement Plan	Recorded planning considerations such as why and how the procurement will be conducted.	Not mandatory, however recommended to demonstrate consideration has been given to risks, stakeholders, communication requirements and timing.
Risk Management Plan	Documents risk identification and mitigating strategies.	Formal plan is mandatory when entering a contract containing a supplier indemnity, but should be commensurate with the scope and risk of the procurement.
Probity Plan	Documents considerations to ensure the process is legislatively and ethically sound.	Mandatory for open tender activities \$500k or over, high risk, or politically sensitive.
Australian Industry Participation Plan	Plan to ensure that Australian industry is appropriately involved in high-value government contracts.	For procurements \$20m or over contact the department of Industry to ask if a plan is required.
myWorkplace Registration – including Approval Form	Formal and documented approval of the procurement under the PGPA ACT.	All procurements \$10k (GST inc) or more.

Document	What are they?	When do I use it?
Approach to Market Documents	Documents to formally ask for a quote from a supplier.	All procurements \$10k (GST inc) or more. Varies depending on procurement method selected and whether a Simple or Complex procurement.
Commonwealth Contracting Suite	Document legally binding parties to terms and conditions.	All procurements \$10k (GST inc) to \$200,000 (GST inc).
Evaluation Plan	Sets out the process and methodology for evaluation.	All procurements \$10k (GST inc) or more. There is a Simple and a Complex Procurement Evaluation Plan
Written advice from Legal Services	Written email advice from Legal Services Branch on terms and conditions.	In accordance with the Accountable Authority Instruction.
AusTender Advertising Request Form	A template to complete to publish a procurement opportunity on AusTender.	For Open Tender procurements.
Addenda	Provide information or change terms and conditions of a procurement opportunity on AusTender.	If you want to answer any supplier questions or change anything following publishing an Open Tender on AusTender.
Evaluation Report – including value for money assessment	Documents the outcome of the assessment process.	Recommended if \$10k or over.
Contract Management Plan	Outlines the key considerations of contract management.	Commensurate with the scope and risk of the procurement.
Minutes of meetings/phone conversations	Records meetings, phone conversations.	For high-risk or high-value procurements.

The [Accountable Authority Instruction on Procurement](#) requires a Probity Plan for all Open Tender procurements \$500,000 and over, or where the procurement is high-risk or particularly sensitive.

Procurement plans are not mandatory, however, they can be useful in high-value procurements to demonstrate that the procurement is being managed appropriately and consideration has been given to risk identification and mitigation; stakeholder engagement and communication strategies; and is being undertaken efficiently. [Procurement Plan templates](#) can be located on the [ENTR Procurement page](#).

Once the planning phase of a procurement is complete, the procurement needs to be registered in myWorkplace by creating a Procurement Registration and Approval Form in the myWorkplace Procurement Solution, if the procurement is valued at or over \$10,000. Through the registration process, Buyers demonstrate the requirement for the procurement, the process that was followed, how value for money was considered and achieved, relevant approvals and decisions and the basis of those decisions. The registration is submitted to the delegate for approval, including approval of the commitment of funding for the purposes of the PGPA Act. For information on who has appropriate delegation for a procurement, please refer to the [Accountable Authority Delegations](#).

For detailed instructions on how to register a procurement and complete an approval form in the myWorkplace Procurement Solution, please refer to the myWorkplace [Procurement Solution User Guide](#).

Approaching the market

In the Approach to Market phase, the aim is to determine how the market will be approached and to request a quote from suppliers. For purchases over \$10,000, once the planning considerations and approvals have been completed, it is necessary to prepare an Approach to Market by drafting request documentation.

Templates for evaluation plans and approach to market documents can be found [here](#).

Probity

Buyers involved in procurement activities are required to comply with all legislative requirements and act in a manner consistent with the highest levels of ethical standards. Any actual or perceived conflict of interest must be declared to the delegate.

All potential suppliers must, subject to the CPRs, be treated equitably based on their commercial, legal, technical and financial abilities and not be discriminated against due to their size, degree of foreign affiliation or ownership, location, or the origin of their goods and services.

Buyers must promptly reply to any reasonable request from a potential supplier for relevant information about a procurement, and when responding to such enquiries must avoid a potential supplier, or group of potential suppliers, gaining an unfair advantage in a competitive procurement process.



If you provide clarification to one supplier, you also need to provide that same information to all suppliers at the same time.

Request documentation

Request documentation describes the procurement need and asks a potential supplier for a quote. A written request document is recommended for any procurements valued at \$10,000 or more. For a Simple Procurement, request documentation may be as simple as an email to suppliers. For more Complex Procurements, a formal Request for Tender published on AusTender is likely to be required.

The request document template used will depend on the procurement method chosen. Please refer to Table 2 for information on the appropriate request documentation to use for your process.

When drafting the request documentation, use the specifications developed in the planning phase, including any performance indicators and any additional evaluation criteria. It is important to be as specific as possible so that the supplier will be aware of its obligations under contract.

Legal review

Legal Services review is required in the following circumstances in accordance with the Accountable Authority Instruction:

- If the total value of the procurement is at or above \$100,000², employees must obtain advice about Constitutional risk and clearance for tender and contractual documents from the Legal Services Branch prior to an open approach to the market.
- If an arrangement relates to a programme that has been assessed by the Australian Government Solicitor as having high or medium Constitutional risk, the arrangement is to be reviewed by the General Counsel, regardless of the value of the arrangement.
- Any contractual documents that are not based on departmental templates and which include Commonwealth indemnities must also be cleared by Legal Services Branch prior to finalisation.

If the total value of the procurement is less than \$100,000, employees may seek advice from the Legal Services Branch if the appropriate SES-level officer considers the arrangements to be high risk or high profile.

A minimum of 10 working days is required for Legal Services for each review process.

² The total value of the procurement is the maximum anticipated value of the procurement, including options, extensions, renewals and other mechanisms that may be executed over the life of any resultant contract(s).

Documentation

	Complex or Simple	Approach to Market	Can I use a credit card?	Contract	Legal review	Documentation	Evaluation Committee Recommendation
<\$10,000	Simple	Verbal or written quote	Yes	Not required	No	Tax invoices	1
\$10,000 to <\$80k	Simple	Written tender (can be distributed by email)	No	CCS	No	Evaluation plan and report recommended	1
\$80k to <\$1m	Complex	Written tender If open tender - notification on AusTender for 25 days Email distribution for limited tender	No	CCS	Yes if open and >\$100K	Probity Plan – if open tender and \$500K Evaluation plan and report mandatory	3
>\$1m	Complex	Written tender If open tender - notification on AusTender for 25 days Email distribution for limited tender	No	Request for Tender & Long Form Contract	Yes if open tender	Probity Plan – if open tender Evaluation plan and report mandatory	At least 3
Using a panel	As per value threshold	Written tender – can be distributed by email. Use panel specific request document or if unavailable, use generic template on panels page on ENTR	As per value threshold	Work Order for >= \$5,000	No	Evaluation plan and report – as per value threshold	3
ICT procurements	As per value threshold	As per value threshold Please contact Information Services Branch	As per value threshold	Source IT Contracts	As per value threshold	Evaluation plan and report – as per value threshold	3
Construction <\$7.5m	As per value threshold	Written quotes (can be distributed by email)	As per value threshold	Custom contract – contact Legal Services	Yes if major or open and >\$100K	Probity Plan – if open tender and \$500k Evaluation plan and report – as per value threshold	3
Construction >\$7.5m	Complex	Written tendering If open tender - notification on AusTender for 25-days Email distribution for other procurement methods	No	Custom contract – contact Legal Services	Yes	Probity Plan – if open tender Evaluation plan and report mandatory	At least 3

Please note the [Commonwealth Contracting Suite](#) (CCS) is **mandatory** when purchasing goods or services valued between \$10,000 and \$200,000 (GST inclusive) unless:

- no formal approach to market and/or contract is required (for example when a telephone quote is sought or a procurement is valued below \$10,000 and consistent with *Resource Management Guide No. 416 [Facilitating Supplier Payment Through Payment Card](#)*);
- it is industry practice to use the supplier's terms and conditions, and any resulting risks are acceptable to the Delegate and subsequently managed;
- using a mandated Whole-of-Government arrangement or standing offer arrangement that prescribes particular contractual arrangements;
- purchasing information and communication technology (ICT) goods and services templates are available for this purpose at:
<https://www.dta.gov.au/what-we-do/policies-and-programs/ict-procurement/>;
- conducting a procurement for construction works, specialist scientific equipment or specialist military goods or services;
- the procurement utilises paragraph 2.6 of the [CPRs](#);
- a formal risk assessment indicates that a bespoke contract is required to manage specific risks of the individual procurement;
- the procurement is significantly impacted by Prescribed Terms, that is, terms, conditions, guarantees and warranties implied by law into contracts which cannot be excluded, restricted or modified by agreement (for example lease agreements);
- both procurement and delivery will take place outside Australia.

For Open Tender publication on AusTender, Project Officers need to ensure consistent terminology is used throughout the documentation. Final tender documentation should be provided to the Grants and Procurement Team at Help.Procurement@infrastructure.gov.au for review and publishing on AusTender. Project Officers should note that the Grants and Procurement Team have a four-business day turnaround time per review of tender documentation if standard departmental templates or CCS templates are used. This turnaround time extends to eight business days in the event that alternate templates are used, or substantial changes have been made to existing departmental templates. Project Officers should take care to ensure that this has been built into their time frames.

Approaching the market

If conducting an Open Tender process, the notification of the procurement opportunity and request documentation must be published on AusTender for a minimum of 25 calendar days, except in the following circumstances:

- when the department has published details of the procurement in an Annual Procurement Plan on AusTender, at least 40 days and not more than 12 months in advance, and those details include a description of the procurement, the timing of the Approach to Market and the procedure to obtain request documentation;
- when the relevant entity procures commercial goods and services; or
- when a genuine state of urgency renders the normal time limit impracticable.

[AusTender](#) is the Australian Government's central location for publishing procurement information, including notices of all open approaches to the market. To publish an Open Tender, Buyers complete an AusTender Advertising Request Form available [here](#) and send the final request documentation to help.procurement@infrastructure.gov.au. The Grants and Procurement Team will review the documentation and provide feedback within four business days in cases where Buyers have used standard departmental templates or CCS templates. In cases where Buyers have used alternate templates, or have made significant changes to the standard departmental templates the turnaround time for feedback extends from four business days to eight business days.

If there are significant issues with the documentation, the publication date may be delayed. Please note that the turnaround time referred to above is per review. Once the Open Tender has closed the Grants and Procurement Team will open the electronic tender box on AusTender and provide the Evaluation Committee with the tender responses. Any submissions received after the closing time will not be accepted.

For Limited Tenders and procurements from a panel, Buyers can send the request document directly to suppliers by email, and responses must be lodged in accordance with a common deadline.

Modification of evaluation criteria or specifications

If during a procurement process the evaluation criteria or specifications are modified or an approach to market or request documentation is reissued, the Buyer must transmit all modifications or amended or reissued documents:

- to all potential suppliers that are participating at the time the information is amended, if known, and, in all other cases, in the same manner as the original information; and
- in adequate time to allow potential suppliers to modify and re-lodge their submissions, if required.

Complaints handling

The *Government Procurement (Judicial Review) Act 2018* (Cth) (the Act) came into effect on 19 April 2019. The Act gives the Federal Circuit Court of Australia jurisdiction - concurrently with the Federal Court - to consider applications, grant injunctions and/or order the payment of compensation for breaches of the relevant CPRs relating to covered procurements by relevant Commonwealth entities.

For the purposes of the Act, a covered procurement is any procurement valued at or above the relevant procurement threshold (\$80,000 for goods and services and \$7.5 million for construction).

Procurements that are not considered 'covered' under the Act are:

- Procurements that utilise an exemption in Appendix A of the CPRs.
- Procurements where, under paragraph 2.6 of the CPRs, an official applies measures determined by their accountable authority to be necessary for the maintenance or restoration of international peace and security, to protect human health, for the protection of essential security interests, or to protect national treasures of artistic, historic or archaeological value.
- Procurements that are sourced through an existing panel arrangement.

The Act applies to alleged breaches of relevant CPRs, which consist of the rules in Division 2, along with paragraphs 4.18, 5.4, 7.2, 7.10, 7.13 – 7.18, 7.20, and 9.3 – 9.6 of Division 1 of the CPRs.

When a supplier lodges a complaint with the department about a breach of relevant CPRs in relation to a covered procurement, unless a Public Interest Certificate (PIC) has been issued, the covered procurement must be immediately suspended while the complaint is being resolved.

In some circumstances, it may not be appropriate to suspend a procurement in progress while the complaint is being resolved, as a delay to the procurement may not be in the public interest. In these instances, a delegated official may issue a PIC. The certificate allows the covered procurement to continue notwithstanding the effect that the awarding of a contract may have on the remedies available to the supplier who provided a complaint.

Officials should consider prior to issuing an Approach to Market (ATM) for a covered procurement, and where relevant during the procurement process, whether a PIC should be sought and, if so, direct any request for the issue of a PIC to the appropriate delegate.

A PIC should only be issued where a suspension would result in a real adverse consequence for the public interest, such as in relation to the health, national security, safety, public security or economic or financial well-being of the people of Australia or the functioning of any portion of the Commonwealth Government.

For each covered procurement, suppliers must be notified whether or not a PIC is in force in relation to the procurement and be provided with a copy of any certificate. This must be done as soon as practicable and may be through the ATM documentation, an addendum or other written notification. Note that a copy of the PIC must also be provided to a potential supplier or a court, where requested.

If a covered procurement is required to be suspended, the appropriate delegate must authorise that suspension and the department must issue an addendum to the ATM (or otherwise notify potential suppliers including if the suspension occurs after the closing time for the procurement) stating that:

- the procurement has been suspended as of [date] (as a complaint has been received and a PIC is not in force);
- a revised closing date will be notified once the issue is resolved; and
- no responses, including clarification questions, will be considered until further notice.

After investigating the complaint and attempting to resolve it, the relevant delegated official will confirm with the supplier in writing whether they consider that the complaint is resolved. If the supplier does not consider the complaint to be resolved, they may decide to make an application to the court, including to seek an injunction. If a complaint is taken to court, or if an official reasonably considers a complaint may be taken to court, advice must be sought from the Legal Services Branch as soon as possible. Where a complaint remains unresolved, the department must continue to suspend the procurement unless a PIC is issued.

If the supplier confirms in writing that they consider the complaint to be resolved:

- the suspension is lifted and the department may continue with the covered procurement; and
- the department must issue an addendum (or otherwise notify) potential suppliers that the complaint has been resolved and the covered procurement is continuing, and advise of any extended timeframes.

The ability to receive complaints, suspend a procurement, investigate a supplier complaint and issue a PIC under the Act has been delegated to certain officials within the department (refer to the Accountable Authority Delegations).

In conducting a covered procurement officials must ensure that any supplier complaints are directed in writing to the Assistant Director, Governance at clientservice@infrastructure.gov.au in the first instance.

Non-covered procurement supplier complaints will be forwarded to the relevant Project Officer for further action.

All complaints must be dealt with in accordance with the [Procurement Complaints Policy](#).

For further information in regards to complaints handling, contact the [Grants and Procurement Team](#).

Confidentiality in procurement

Confidential information may belong to the Commonwealth or the supplier. If a Buyer determines that the supplier needs to be provided sensitive information in order to tender or fulfil the obligations of the contract, the official may require the supplier to complete a deed of non-disclosure or contractually oblige the supplier to keep the information confidential.

If during a procurement process, a supplier seeks to maintain the confidentiality of its information, an assessment against the confidentiality test must occur. A copy of the assessment should be loaded into myWorkplace. The department can only agree to keep the information of a supplier confidential if all elements of the test are satisfied.

Confidentiality test

Criterion	Example
The information to be protected is specifically identified	Pricing provided in an arrangement
The Information is commercially sensitive	Work product from a supplier which would either disadvantage the supplier or provide unfair advantage to their competitors
Disclosure would cause unreasonable detriment to the owner of the information or another party	Publishing information that may give rise to the supplier's competitors being able to determine profit margins, work practices etc.
Information was provided under an understanding that it would remain confidential	A supplier quoted/offered/agreed a price during the contract negotiations that it may not want to offer to other customers

Criterion 1: The information to be protected is specifically identified.

A request for inclusion of a provision in a contract that states that all information is confidential does not pass this test. Individual items of information, for example pricing, must be separately considered.

However, where a contract may be used for future cooperative procurements staff should generally not include provisions that would prevent other Commonwealth entities from accessing the terms and conditions, including pricing of the contract.

Criterion 2: The information is commercially 'sensitive'.

The information should not generally be known or ascertainable. The specific information must be commercially 'sensitive' and it must not already be in the public domain. A request by a potential supplier to maintain the confidentiality of commercial information would need to show there is an objective basis for the request and demonstrate the information is sensitive.

Criterion 3: Disclosure would cause unreasonable detriment to the owner of the information or another party.

A potential supplier seeking to maintain confidentiality would normally need to identify a real risk of damage to commercial interests flowing from disclosure, which would cause unreasonable detriment. For example, disclosure of Internet price lists would not harm the owner, but disclosure of pricing information that reveals a potential supplier's profit margins may be detrimental.

Criterion 4: The information was provided under an understanding that it would remain confidential.

This requires consideration of the circumstances in which the information was provided and a determination of whether there was a mutual, express or implied understanding that confidentiality would be maintained. The terms included in request documentation and in draft contracts determine. For example, a Request for Tender and draft contract which included specific confidentiality provisions, would support an assertion by a potential supplier that the project officer has agreed to accept information on the understanding that it would remain confidential.

A tenderers submission must be treated as confidential before and after the award of a contract. Tenderer's submissions should be kept in a secure environment with access given only to Evaluation Committee members. If tenderers require access to sensitive information to lodge a submission, they may need to sign a Deed of Non-Disclosure. Any assessment of value for money against the evaluation criteria should also include an analysis of the ability of tenderers to comply with confidentiality requirements.



Pricing information, while sensitive, is not necessarily confidential unless the information provided reveals profit margins.

Evaluation

The evaluation stage assesses the supplier offerings against the requirements of the department.

For complex and high-risk procurements, the Evaluation Committee conducts the evaluation in accordance with the stated evaluation criteria and the process outlined in the approach to market document and evaluation plan. The role of an evaluation committee is to identify the best possible outcome for the agency, and advise the delegate of all relevant information gathered by the committee to enable the delegate to make a decision.

Less complex procurements still require an evaluation of the suppliers however; the evaluation can be documented with less formality e.g. an email.

Conflicts of interest

Each member of the evaluation committee must declare any conflicts of interest whether actual or perceived. The chair will decide whether that official can continue as a committee member, including if necessary, consulting with the delegate as the final decision maker.

Documentation

At the evaluation stage, it is important to document how value for money was considered and achieved in accordance with CPR documentation requirements. The process should be documented using a departmental evaluation report in accordance the requirements outlined in Table 2. The evaluation committee's report documents the process, key decisions, and proposes a preferred supplier/s for the delegate's consideration. The report can also be used as the basis for the provision of feedback to unsuccessful tenderers/suppliers by documenting scores and comments against their submission.

Notifying suppliers of the evaluation outcome

Following a decision to select a supplier, Buyers should promptly inform affected tenderers of the decision. Unsuccessful tenderers should not be notified until a contract has been signed with the successful tenderer. This is important in situations where contract negotiations with the successful tender could fail. Unsuccessful tenderers should be afforded the opportunity of a debriefing to outline the reasons the submission was unsuccessful. Debriefings must also be made available, on request, to the successful supplier(s).

Standard letter templates for successful and unsuccessful tenderers available at [Large or Complex Procurement \(\\$80,000 and over\)](#).

If a debrief is oral, Buyers should document the discussion in a file note. Buyers should take care in planning and conducting debriefs and should seek appropriate legal / procurement advice if required.

The debriefs should include the following, as appropriate:

- tenderers should be informed that only their submission, not those of other tenderers, would be discussed;
- the buyer should take care not to compare the tenderer's submission with other submissions received, as commercial-in-confidence information cannot be disclosed;
- an explanation of why the tender / response was unsuccessful;
- areas of weakness or non-compliance in the offer;
- suggestions as to how future submissions can be improved; and
- if the contract has already been successfully negotiated, the name of the successful supplier and total price of the successful tender / response (but not a cost breakdown).

Cartels

Cartels are an association of suppliers who illegally conspire to maintain prices for goods and services at an artificially high level, restricting competition. Cartel agreements drive up the profits for cartel members, while maintaining the illusion of competition.

Government bodies are large purchasers of goods and services, and make easy targets for cartels. Cartels have been found working in a wide range of industries - including in large and well-known corporations and small local businesses – with products varying from petrol, concrete and air conditioning to cardboard boxes, freight and fire protection systems.

Cartels threaten the effective operations of markets and for this reason, the Australian Competition and Consumer Commission (ACCC) has developed a practical guide, including risk management strategies, for government procurement professionals.

It is difficult to give clear advice as to what are the tell-tale signs of cartel behaviour, or when you should contact the ACCC. The following give some possible signs that your tender has been affected by a cartel:

Signs of possible bid rigging

- Suppliers appear to be taking turns at winning tenders or appear to be sharing the contracts by value.
- Regular suppliers decline to tender for no obvious reason.
- Bidders appear to deliberately include unacceptable terms within their tenders.
- Bidders sometimes bid low and sometimes high on what appears to be the same type of supply.
- You become aware that bidders meet before the close of tender, without a procurement professional being present.
- The winning firm regularly subcontracts to competitors that submitted higher tenders.
- One firm of professional advisers represent several tenderers.

Signs of possible price fixing

- Tenders or quotes are much higher than expected. This may indicate collusive pricing, or it may just be overpricing (not illegal in itself). It may simply reveal that estimates are inaccurate. Making some inquiries may help determine whether price expectations are reasonable.
- All suppliers raise prices simultaneously and beyond what seems to be justified by changes in input costs.
- Prices submitted are much higher than previous tenders or published price lists.
- A new supplier's price is lower than the usual tenderers. This may indicate there has been collusion amongst the incumbent tenderers.
- Prices drop markedly after a new supplier tenders. This may indicate that the existing suppliers have been colluding and the new supplier has forced them to compete.

Signs of possible market sharing

- Firms charge different prices in different locations, and the difference cannot be explained by transport costs.
- A supplier declines to tender in certain locations, stating that to supply would be an intrusion on someone else's 'patch'.
- A supplier states that they cannot supply certain products or services because of agreements with other businesses.
- A firm's representative states that another firm should not have supplied you because of industry agreements.
- Bidders wait to the last minute to submit their bids and express interest in whether a non-local or occasional bidder is present.

Unusual mistakes

- There are identical spelling or calculation errors in competitors' bids.
- There is an uncanny similarity in the layout or language in competing tenders.
- A tender document is in electronic form and has been prepared on a competitor's computer (this can sometimes be revealed by checking the document's metadata, usually under 'properties' in the file menu).
- A firm's representative says something that indicates they are aware of the details of a competitor's tender.
- All bids are delivered by one agent or even delivered in the same envelope.

Whistle-blowers

- Let informants know that information can be provided confidentially to you or the ACCC.
- The ACCC immunity policy for cartel conduct can be used by cartel members who break rank and report their involvement. This can give them both criminal and civil immunity.
- If a supplier's employee or agent suggests that they are aware of collusion, do not ignore it. Note the details and report the incident to the ACCC.

Tender analysis

- Do records suggest that bidders seem to be taking turns at winning tenders? This may indicate tender rotation.
- Do tenderers appear to win around the same percentage of the contracts from year to year? This may indicate market sharing.
- Do suppliers appear to win contracts in certain areas but not in adjoining areas? This may also indicate market sharing.

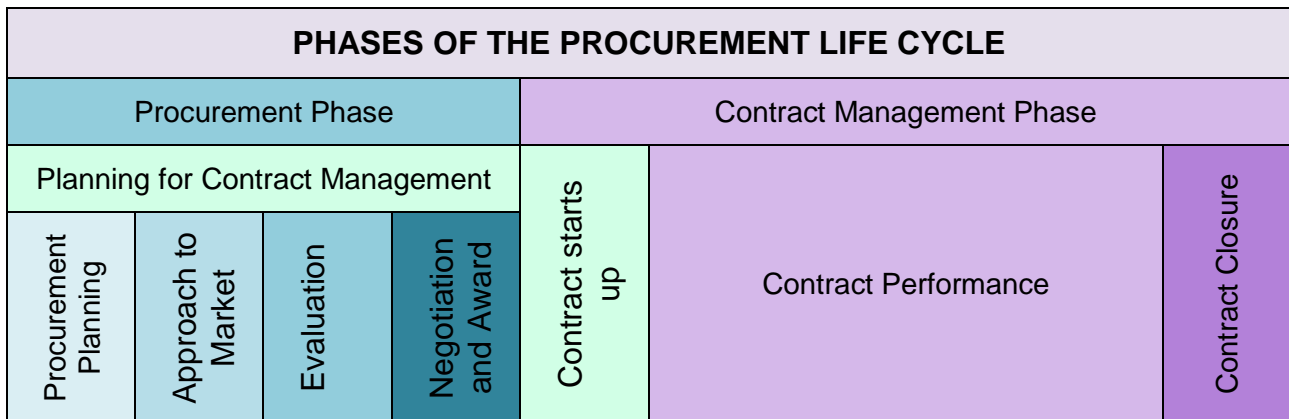
For more information on cartels, to better understand cartel behaviour, and to learn how you can spot them, refer to the ACCC guide 'Cartels – Deterrence and Detection. A guide for government procurement officers'.

Contracts and Contract Management

A contract is a legally enforceable agreement between two or more parties that details each party's rights and obligations in performance of that contract.

At its most basic, a contract requires an offer, acceptance of that offer, and consideration:

- the parties to the contract must have both intended to be legally bound
- the terms of the contract must be certain
- each party must have the capacity to enter into the contract.

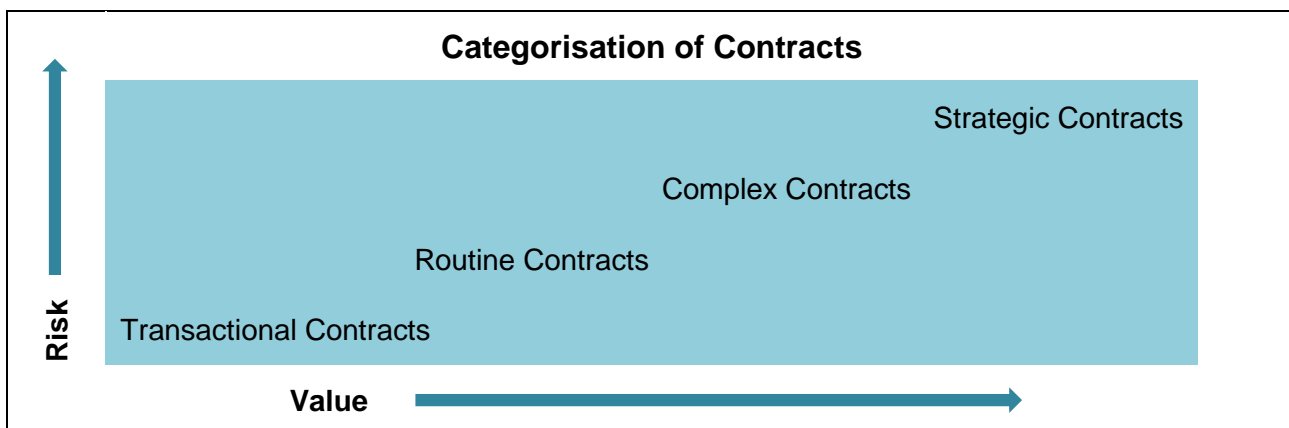


Source: Department of Finance Contract Management Guide p.2

How complex is your contract?

Buyers should ensure that the form and content of each contract reflects the risk and/or complexity of the relevant transaction. It is Commonwealth policy that smaller purchases under \$10,000 are contracted directly by a credit card purchase, or through a purchase order. There may also be instances where you will be required to sign an agreement using the supplier's terms such as venue hire or online purchases. In these instances, the supplier's terms and conditions may contain clauses which may be unfavourable for the Commonwealth (such as an indemnity clause). Contracts which contain indemnities must be reviewed by Legal Services and approved by a relevant departmental delegate before the contract can be signed.

The purchasing methods above are still contracts and as such, represent a legally binding agreement between the parties. However, if they are low-value and low-risk, they will generally require lower levels of contract management.



Source: Department of Finance Contract Management Guide p.10

Contracts should clearly outline:

- the goods or services being purchased,
- terms and conditions including warranties indemnities or guarantees,
- performance and delivery standards required,
- dispute resolution procedures,
- payment arrangements, and
- key contacts.

These aspects should have been developed in the planning phase and adjusted if necessary during consultation with tenderers. There may be scope in negotiating the final terms and conditions between the parties, however, the contract should be consistent with the tender submissions, documents or quotation provided. If departing from standard terms and conditions, you should first consult with the Legal Services Branch.

The Commonwealth Contracting Suite (CSS)

The CCS is an online interactive suite of smart forms designed to assist procurement officials to prepare procurement documentation for Commonwealth procurement valued under \$1 million. It was designed to create uniformity across Commonwealth contracts to reduce the burden on businesses contracting with the Commonwealth Government. It is mandatory for use by non-corporate Commonwealth entities (NCEs) for procurements between \$10,000 and \$200,000 (including GST), except for specific circumstances as detailed in [RMG-420 Mandatory use of the Commonwealth Contracting Suite for procurement under \\$200,000](#).

To access the CSS, you will need to [set up an account through the CSS page](#) on the Department of Finance website.

Procuring from a panel arrangement

Standing offer arrangements are established by entities for frequently sourced goods or services. A standing offer arrangement consists of a Deed of Standing Offer (DoSO) with a supplier that enables an entity to obtain particular goods or services where the prices and contractual terms are already agreed.

When entities put in place standing offer arrangements with a number of suppliers for the same or similar services it is referred to as a 'panel'. Generally the DoSO will be the same for each supplier under the panel (with the exception of pricing arrangements). Procuring from a panel arrangement provides efficiencies as it mitigates the ongoing costs to the supplier and the entity to continually tender for frequently used goods or services.

Most panels will provide for the entity to issue an official order or a work order to a supplier for specific goods or services – with this forming a contract between the parties for those goods or services. Value for money must still be considered each time goods or services are purchased through a panel and the Buyer issuing the contract is responsible for its management to ensure that value for money is achieved.

Information on panels commonly used by the department can be found on [ENTR](#).

Contract Negotiation

Before a contract can be entered into, it may be necessary to negotiate the final terms of the agreement with the supplier. For contracts with clear deliverables and payment arrangements, there may be no need for any negotiation. More complex contracts may need to have specific clauses agreed between the supplier and the department to:

- obtain better value for money
- specify delivery expectations
- refine the statement of requirements and/or the performance regime
- clarify issues or objections to contract provisions, and/or
- explore any complex or one-off issues.

The officials appointed to lead the negotiation should have the appropriate subject matter expertise and authority to negotiate on behalf of the department. If complex negotiations are required, a plan should be developed which outlines the parameters the delegate is prepared to accept. The evaluation committee should be aware of the risks and implications of imposing any terms and conditions advocated by the supplier as such clauses may favour the supplier and transfer risk.

Buyers should be cautious in accepting any such clauses and should seek advice from Legal Services before an agreement is entered into with the supplier.

Indemnities, Warranties and Guarantees

Indemnities, warranties and guarantees have the potential to give rise to contingent liabilities. A contingent liability is a potential obligation that may be incurred depending on the outcome of a future event. A Commonwealth indemnity, warranty or guarantee is ultimately a risk transference mechanism, which results in the Commonwealth accepting risks and the other party (the supplier) experiencing reduced risks.

An indemnity is a legally binding promise by which one party agrees to accept the risk and financial responsibility of loss or damage that another party may suffer. In indemnifying a supplier, the department is accepting the risk and financial responsibility of any loss or damage that the supplier may suffer because of the contract.

A warranty is an assurance or promise by one party that a particular statement of fact is true and may be relied upon by the other party.

A guarantee is a promise whereby the Commonwealth assumes responsibility for the debt, or contractual obligations, of another party.

If a Buyer is proposing to enter into an arrangement containing an indemnity, warranty or guarantee they must first seek approval under section 60 of the PGPA Act from an appropriate delegate (refer to the [Accountable Authority Delegations](#)). Tenders also need to understand departmental delegates may not be able to approve an indemnity because of the limitations of the delegations.

If the supplier is seeking an indemnity, you must undertake the following before seeking the approval of the delegate:

- conduct a risk assessment
- seek advice from Legal Services
- seek advice from Governance if the risk assessment suggests Comcover insurance may not be available or to determine Comcover insurance if the indemnity is greater than \$5 million or has a likelihood of greater than five per cent.

For more information, please refer to the Department of Finance guidance available [here](#).

Executing a Contract

Aside from the CSS and panel arrangement Work Orders, other available templates for contracts include Information and Communications Technology (ICT) agreements, construction agreements, deeds of standing offer, and variation agreements. Buyers should contact Legal Services or the Grants and Procurement Team for further advice.

Before entering into the contract, Buyers must check the terms of the contract to ensure they are consistent with the delegate approval. If the terms of the contract materially change, the approval of the delegate must be sought.

Reporting of Contracts on AusTender

All contracts and amendments to contracts valued at \$10,000 or over must be reported on AusTender within 42-calendar days. Additionally, all panel/standing offers regardless of value must be published on AusTender within 42-calendar days.

Once a contract has been entered into, Buyers should finalise the contract/work order registration in myWorkplace Procurement Solution within two-business days, or as soon as possible thereafter. All contracts valued \$10,000 or more are work flowed to the procurement team for quality checking, and then details of the contracts are uploaded to AusTender each week for publishing.

Extensions, variations or amendments valued at or above \$10,000 will also require the contract/work registration to be varied as soon as possible.

For information on how to register a contract, please refer to the [myWorkplace Procurement Solution User Guide](#). When registering the contract, it is important that the details entered match the contract exactly. Please check that the contract start and end dates entered are correct, the contract amount, and that the signed contract/work order are all submitted correctly for checking.

Purchase orders and invoice payments

Purchase orders (PO) are required for any contract, agreement or arrangement valued at or above \$10,000 in total over its life. The purpose of a PO is to account for the contract appropriately and code the expenditure to a General Ledger and Cost Centre code. A PO is created at the same time as a contract/work order registration so the commitment is recorded in the financial system in a timely manner and any reports generated are accurate. The PO can be confirmed by an EL1 officer or above in the department



Once a PO has been created and confirmed, the purchase order number should be sent to the supplier for them to include on all invoices.

Goods receipting should be completed at the time the services or goods under the contract are delivered, not when the department receives the invoice from the supplier. A goods receipt should be created on the achievement of a milestone or deliverable.

For services arrangements without clear milestone dates, goods receipting should be completed at appropriate intervals. For example, for a contractor working on an IT project, it is appropriate to enter a goods receipt to the value of the timesheet the contractor has provided.

The Accounts Payable Team may reject invoices that do not have a purchase order which will result in delays in payment and / or additional work being required by the purchasing officer. Delays in processing invoices as a result of purchase order numbers not being clearly marked on invoices may compromise the department's capacity to pay the supplier on time.

For instructions regarding the Paperless Accounts Payable system, check the Financial Operations ENTR page: [Payments and Receipts](#) or contact Accounts Payable on x7555.

Contract management

Effective contract management will assist in achieving the realisation of the value for money proposition under the CPRs.

Successful contracts are well managed by diligently tracking agreed deliverables and through sound relationship management. Every contract regardless of value will require some level of administration and management. As the value of a contract or risk profile increases, greater effort should be devoted to contract management and the higher the expectations regarding formal documentation (e.g. formal risk and contract management plans).

A template contract management plan is available [here](#).

For more detailed information and guidance on contract management, please refer to the Department of Finance [Contract Management Guide](#).

Planning for contract management

Activities during start-up phase include:		Transactional Contract	Routine contract	Complex Contract	Strategic Contract
1.	Assess risk	Required	Required	Required	Required
2.	Develop a contract Management Plan	Not required	Recommended	Required	Required
3.	Develop risk management plan	Not required	Recommended	Strongly recommended	Required
4.	Develop other plans if required	Not required	Recommended	Recommended	Strongly recommended
5.	Consider and manage any contract transition issues	Not required	Recommended	Recommended	Strongly recommended
6.	Skills development	Required (if applicable)	Required (if applicable)	Required (if applicable)	Required (if applicable)

Source: Department of Finance Contract Management Guide p.13

Managing a contract

Each party to the contract must understand and meet their respective obligations in accordance with the contract's terms and conditions. The Contract Manager should be identified in the planning phase of the procurement. If appropriate, a Relationship Manager should also be identified at the planning stage. The role of the Buyer is to ensure that the contractor delivers value for money through satisfactory performance of the contract. A summary of the responsibilities in the contract management phase is outlined in the table below:

Role	Activities	Responsibilities
Contract Manager	<p>Negotiate the contract.</p> <p>Monitor contract performance to any KPIs.</p> <p>Undertake a post contract review.</p> <p>Ensure that the contract is reported on AusTender.</p> <p>Administer any changes to the contract during its existence.</p>	<p>Develop a project plan.</p> <p>Responsible for the day-to-day administration of the contract; including monitoring milestone achievements, arranging payments, ensuring contract arrangements (i.e. procurement registration, purchase order and delegate approvals) are recorded in SAP.</p>
Relationship Manager	<p>Primary contact for the supplier.</p> <p>Identify or resolve any issues between the supplier and the department. If appropriate, establish regular contract meetings</p> <p>May be the contract manager.</p>	<p>Responsible for maintaining the relationship between the parties. The contract manager could also be the relationship manager. The decision as to whether a separate relationship manager is required will likely be determined by the scope, complexity and duration of the arrangement.</p> <p>The relationship manager may get involved when there is an issue or dispute.</p>
Delegate	<p>Approve the contract.</p> <p>Provides direction to resolve contractual issues as required.</p>	<p>Maintains overall responsibility and accountability for the contract.</p>

To successfully undertake their responsibilities, the Buyer should:

- understand the purpose, scope, and terms of the contract;
- know the timing for delivery of the contract deliverables and milestones;
- understand the pricing and payment arrangements in the contract;
- identify the key stakeholders of the contract;
- be the initial point of contact for all service provider correspondence;
- oversee any transition or implementation activities;
- manage the contract in accordance with its terms and conditions;
- manage any contractor underperformance through regular communication;
- ensure adequate written records of all dealings with the contractor are kept;
- deal with issues in an appropriate manner as they arise;
- seek expert procurement, legal and financial advice if there are any contractual disputes;

- establish and maintain a good relationship with the contractor;
- know the market and know what constitutes standard business practice;
- act professionally in dealing with contractors and their staff;
- negotiate, document and manage required contract amendments; and
- consider and re-assess risk throughout the contract term including any extension options.

Where an Australian standard applies, the Buyer must determine compliance with that standard, including gathering evidence of relevant certifications and periodic auditing of compliance by an independent assessor.

Performance management involves:

- performance monitoring – collecting data on performance
- performance assessment – deciding whether performance meets the department's needs
- taking appropriate action – correcting areas of under-performance; or amending contract requirements to meet changing needs.

Performance management should be undertaken throughout the life of the contract and for all contracts, whether simple or complex. Along with performance indicators and standards, arrangements for reporting performance should be set out and agreed in the contract along with action arising from non-performance.

Clear links should have been established in the contract between payments for performance and the effect of non-compliance or under-performance on those payments and the intent to invoke penalties contained in the contract if necessary.

The provision of feedback to a supplier can be an important aspect of managing the relationship and communication with the supplier. Where the supplier is performing well, positive feedback should be provided. In cases where a supplier is not meeting expectations, the performance issues should be dealt with promptly by the contract or relationship manager by discussing the issue with the supplier. If performance continues to be unsatisfactory, informal remedies can be applied such as replacing or using additional personnel, amending reporting arrangements in relation to progress, modifying processes or systems or clarifying requirements.

Depending on the extent of the underperformance, the action taken may need to be more formal and could include:

- withholding payments until performance returns to a satisfactory level
- involving senior management from both parties in formal discussions
- developing strategies to address the problem and formally documenting them, and tracking whether they are working in practice; and /or
- consider terminating the arrangement.

Manage Relationships

A strategy to manage relationships with key stakeholders should have been established in earlier planning phases. A structured approach to relationship management is useful in ongoing service delivery or consultancy contracts that extend over a reasonable period of time. In such contracts the management of the relationship with the contractor could consist of:

- informal, day-to-day discussions and interactions between the contractor, the contract or relationship manager and relevant entity staff

- formal meetings at pre-determined intervals with nominated personnel from both the department and the contractor.

Case study 1 – Contract Management – Improvement

Scenario

A supplier was engaged to provide office services to the department. The services included mail delivery and dispatch, file management services and the operation a print/copy facility. The contract had been in place for a number of years under several contract managers. Feedback from divisions across the department was not positive and indicated services were not being provided or were not being provided to a satisfactory standard. A new Contract Manager was appointed and was instructed to remedy the performance issues or terminate the contract.

What the manager did

The manager reviewed the contract. During that review, it was identified the contract included appropriate KPIs, however there was no evidence of a report being provided by the supplier indicating they had met their obligations under the contract. The manager arranged a meeting with stakeholders to identify the department's issues with the arrangement. Stakeholders identified issues with the timing of mail delivery and collection and the opening of confidential mail as well as the costs to undertake major print jobs relative to other suppliers.

The manager reviewed the contract for KPIs in relation to the issues raised and found that the supplier was not delivering services consistent with the obligations of the contract.

The manager arranged a meeting with the supplier. At that meeting, the manager asked the supplier for their perspective on the issues raised by the stakeholders. The supplier advised that previous managers had instructed the supplier to add a 50 per cent levy on print jobs to reduce the amount of paper being consumed. The supplier also advised they were instructed all mail was to be processed through a screening facility prior to delivery as the department had instructed that all mail was to be opened and date stamped. The supplier provided contract variations that had been signed by both parties to agree these items.

The manager reviewed the contract variations and determined the variations had not been included in the department's version of the contract.

After the meetings the manager undertook the following actions:

- Established a monthly meeting with the supplier.
- With the supplier, reviewed the KPIs and arranged for the supplier to report against these at the monthly meeting.
- Updated the contract file with all variations.
- Met with departmental stakeholders to communicate the contract arrangements and KPIs.
- Established a survey of users of services.
- Developed a feedback mechanism for the supplier.

Outcome

- Within three months, the KPIs had been established and agreed between the parties.
- Within six-months of the KPIs being agreed, service levels met expectations.
- The printing levy was removed and printing costs for the department reduced by 20 per cent

After 12-months, the contract was reviewed and extended for a further four-years.

Case study 2 – Contract management – performance management

Scenario

A supplier was engaged to provide office services to the department. The services included mail delivery and dispatch, file management services and the operation a print/copy facility. The contract had been in place for a number of years under several contract managers. Feedback from divisions across the department was not positive and indicated services were not being provided or were not being provided to a satisfactory standard. A new contract manager was appointed and was instructed to remedy the performance issues or terminate the contract.”

What the manager did

The manager reviewed the contract. During that review, it was identified the contract included appropriate KPIs, however there was no evidence of a report being provided by the supplier indicating they had met their obligations under the contract. The manager arranged a meeting with stakeholders to identify the department’s issues with the arrangement. Stakeholders identified issues with the timing of mail delivery and collection, and the opening of confidential mail as well as the costs to undertake major print jobs relative to other suppliers.

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The manager reviewed the contract variations and determined the variations had not been included in the department’s version of the contract, but were the result of the supplier reducing services, and the department failing to manage the contract properly.

After the meetings the manager undertook the following actions:

- Established a monthly meeting with the supplier.
- With the supplier, reviewed the KPIs and arranged for the supplier to report against these at the monthly meeting.
- Updated the contract file with all variations.
- Met with departmental stakeholders to communicate the contract arrangements and KPIs.
- Established a survey of users of the service.
- Developed a feedback mechanism for the supplier.

Outcome

The supplier failed to improve service and meet the minimum standards in the contract.

Case study 3 – Contract management – termination

Scenario

A supplier was engaged to provide office services to the department. The services included mail delivery and dispatch, file management services and the operation a print/copy facility. The contract had been in place for a number of years under several contract managers. Feedback from divisions across the department was not positive and indicated services were not being provided or were not being provided to a satisfactory standard. A new contract manager was appointed and was instructed to remedy the performance issues or terminate the contract.

What the manager did

The manager reviewed the contract. During that review, it was identified the contract included appropriate KPIs, however there was no evidence of a report being provided by the supplier indicating they had met their obligations under the contract. The manager arranged a meeting with stakeholders to identify the department's issues with the arrangement. Stakeholders identified issues with the timing of mail delivery and collection, and the opening of confidential mail as well as the costs to undertake major print jobs relative to other suppliers.

The manager reviewed the contract for KPIs in relation to the issues raised and found that the supplier was not delivering services consistent with the obligations of the contract.

The manager arranged a meeting with the supplier. At that meeting, the manager asked the supplier for their perspective on the issues raised by the stakeholders. The supplier advised that previous managers had instructed the supplier to add a 50 per cent levy on print jobs to reduce the amount of paper being consumed, as it was a cost to the company. The department did not agree to this so the manager asked them to stop immediately. The supplier also advised they were instructed all mail was to be processed through a screening facility prior to delivery as the department had instructed that all mail was to be opened and date stamped. The supplier provided contract variations that had been signed by both parties to agree these items.

The manager reviewed the contract variations and determined the variations had not been included in the department's version of the contract, but were the result of the supplier reducing services, and the department failing to manage the contract properly.

After the meetings the manager undertook the following actions:

- Established a monthly meeting with the supplier.
- With the supplier, reviewed the KPIs and arranged for the supplier to report against these at the monthly meeting.
- Updated the contract file with all variations.
- Met with departmental stakeholders to communicate the contract arrangements and KPIs.
- Established a survey of users of the service.
- Develop a feedback mechanism for the supplier.

Outcome

- The contract manager advised the supplier that unless services were delivered in accordance with the contract, the contract may be terminated.
- The manager advised the supplier that payments would be reduced for services that were not delivered in accordance with the contract.
- The manager continued to work with the supplier to attempt to resolve the performance issues by documenting the expected minimum standards and revised KPIs, meeting with the supplier monthly, and communicating the issues to the delegate and supplier's manager in writing. Over the next six months, the supplier was not able to deliver to the revised KPIs, and stopped attending the monthly management meetings or responding to communication.
- The manager contacted the Delegate and recommended legal advice be sought to terminate the contract.
- The Delegate agreed. The contract was reviewed by Legal Services and termination of the contract recommended.
- The supplier was given a notice of termination.



If contract termination is being considered, please contact the Grants and Procurement Team and Legal Services. If necessary, Legal will advise what the appropriate process for terminating the arrangement.

Tracking contract deliverables

Contract deliverables need to be actively managed. If payments are linked to deliverables, the Buyer should not be paying the supplier until confirming the deliverables have been satisfactorily met. If the supplier fails to meet contract deliverables, the departmental contract manager should discuss the issue with the supplier and develop solutions to address future performance which may include the following:

- increasing the regularity of reviews;
- implementing regular meetings with the supplier to discuss performance concerns;
- understanding any change in circumstances the supplier may have experienced; or
- working with the supplier in a mentoring capacity to encourage them to meet their obligations (particularly if the supplier has not worked with the Commonwealth previously).

Finalise administration of the contract

When a contract is nearing expiry, Buyers need to assess whether:

- the contract should be extended;
- a new procurement process should be undertaken to establish a new contract; or
- the contract should end.

There are a number of ways a contract can end. A contract can end because all obligations under the contract have been fulfilled. Contracts can also end by mutual agreement (e.g. release, waiver, novation or substitution). In some circumstances contracts can also be finalised for convenience, or when obligations under the contract have either been breached or not been met. The decision to terminate a contract for convenience, or where obligations under the contract have either been breached or not been met requires careful consideration and legal advice.

Whenever a contract ends, officials need to undertake a number of steps to complete the contract appropriately, such as obtaining all necessary reports and contract material and the termination of access to premises and systems. A checklist is provided at Appendix 2 for the Buyer to use when finalising a contract. Not all of these steps will be necessary in every instance.

Extensions

The decision to exercise an option and the justification on a value for money basis must be documented and approved by the delegate. Variations require the original contract registration to be varied and online approvals to be made under the original procurement registration. Please note that approvals under the PGPA Act need to be sought prior to any variation with a supplier being agreed upon.

Refer to guidance on [contract extensions](#) on the Department of Finance web site.

Manage contract transition arrangements

Transition refers to the changeover from one supplier to another, from one contractual arrangement to another, or the continuation of an existing arrangement on a different basis.

The foundations for managing the transition to new contractual arrangements should have been addressed in the initial contract or in plans to manage the procurement. This may entail the contractor preparing a transition-out strategy or plan at a specified time for approval by the department. The contract or transition-out strategy should cover the transfer of records, information or equipment as appropriate.

Post-implementation review

At the completion of any contractual arrangement, or as part of the transition to a new arrangement, Buyers should undertake an evaluation of the overall performance and management of the contract. The extent of this activity and the level of documentation is dependent the value, scale and risk of the procurement. This stage is also part of relationship management and final performance should be discussed with the supplier. Any lessons learned from such an evaluation will inform the development and management of ongoing or future arrangements.

The evaluation of the operation of the contract and of contract outcomes can be useful in understanding and improving overall contract management, improving contractor performance and can assist in future stakeholder decision-making. An evaluation should be undertaken at the end of all contracts.

When a transition from one contract to another occurs, the evaluation should be undertaken before the contract ends to ensure any issues associated with the contract are identified and, where appropriate addressed in the future contractual arrangements.

The following elements may assist in ensuring evaluation of a contracts performance relevant and useful. These include having:

- an evaluation plan that sets out clear terms of reference, methods and sources of data collection and analysis, budget, clear timeframes and reporting arrangements
- relevant skills to manage and conduct the evaluation
- senior management support

- an evaluation report in which conclusions are supported by the data
- recommendations that provide an indication of their likely benefits.

The evaluation will need to be tailored to the particular circumstances but should consider both the effectiveness and efficiency of the arrangement. For high-value or high-risk contracts, the evaluation should be a thorough and independent review that is informed by those involved in establishing and managing the contract.

Key elements of better practice evaluation include:

- reviewing all aspects of contract performance and its management
- providing feedback to the contractor; this should not be done as part of another procurement process
- reporting to stakeholders
- identifying lessons learned.

Potential sources of information that can be used to inform the evaluation include notes from meetings; performance data; interviews with the Delegate who approved the contract and the contractor; client and end-user feedback; quality assurance reports; complaints data; and reports of any disputes. The checklist provided in [Appendix 2](#) provides a basis for conducting an evaluation of the contract.

Analyse Lessons Learnt

The findings of any evaluation should be analysed to provide lessons learned to underpin continuous improvement in future contracting activities. Lessons learned should be documented and communicated to any relevant stakeholders. The approach used to inform stakeholders about the evaluation finding should be tailored to suit their particular role in the contract and may include both written and oral briefings. This enables particular attention to be given to significant matters that need to be considered by decision-makers. Any manuals, plans or policies should be reviewed and updated as necessary.

Where a supplier may have a continuing or future relationship with the department, any relevant findings from the evaluation should be discussed with the supplier. This can assist the parties to better understand what is required and give the supplier an opportunity to comment on the findings.

Appendix 1: Checklist for Compliance in a Procurement Process

Planning	Compliant	Not Required
Estimate the value of the procurement in accordance with Section 9 of the Commonwealth Procurement Rules (CPRs)	<input type="checkbox"/>	<input type="checkbox"/>
Determine if a mandatory whole-of-government arrangement applies.	<input type="checkbox"/>	<input type="checkbox"/>
Select a procurement method in accordance with Section 9 of the CPRs.	<input type="checkbox"/>	<input type="checkbox"/>
Consider risk and the need for a formal risk management plan.	<input type="checkbox"/>	<input type="checkbox"/>
Consider the need for a probity plan – Plans are mandatory for contracts with a value of \$500,000 or more.	<input type="checkbox"/>	<input type="checkbox"/>
Consider the Indigenous Procurement Policy - IPP (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>
Consider the need for a Public Interest Certificate (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Develop an Australian Industry Participation Plan if the contract is valued at \$20 million or more.	<input type="checkbox"/>	<input type="checkbox"/>
Seek approval for commitment of relevant money, future year commitment approval (if required), and limited tender approval (if required) in the myWorkplace Procurement Solution.	<input type="checkbox"/>	<input type="checkbox"/>
Comply with all procurement-connected policies as listed on the Department of Finance Procurement Policy website .	<input type="checkbox"/>	<input type="checkbox"/>
Preparing to Approach the Market	Compliant	Not Required
Use of the appropriate contract and Approach to Market templates for the procurement process being conducted.	<input type="checkbox"/>	<input type="checkbox"/>
Legal Services review of request and contractual documentation if valued at \$100,000 and over, or if high risk, if departmental templates not being used or if the contract includes an indemnity.	<input type="checkbox"/>	<input type="checkbox"/>
Approaching the Market	Compliant	Not Required
Use AusTender to publish Open Tenders.	<input type="checkbox"/>	<input type="checkbox"/>
The minimum time limit for any open or prequalified tenders valued at \$80,000 and over is 25-calendar days unless it meets one of the exceptions listed in the CPRs.	<input type="checkbox"/>	<input type="checkbox"/>
Comply with the requirements of the CPRs whilst approaching the market.	<input type="checkbox"/>	<input type="checkbox"/>
Comply with any procurement-connected Policies (such as IPP)	<input type="checkbox"/>	<input type="checkbox"/>

Evaluating Submissions	Compliant	Not Required
Act in an ethical and non-discriminatory manner whilst evaluating submissions.	<input type="checkbox"/>	<input type="checkbox"/>
Ensure that tenders / offers are kept confidential.	<input type="checkbox"/>	<input type="checkbox"/>
Following the rejection of a submission or the award of a contract, officials should promptly inform affected tenderers of the decision.	<input type="checkbox"/>	<input type="checkbox"/>
Comply with the requirements of the CPRs whilst evaluating submissions.	<input type="checkbox"/>	<input type="checkbox"/>
Signing the Contract	Compliant	Not Required
Check that the myWorkplace system approvals cover the value and timeframe of contract prior to signing and update the approvals form if necessary.	<input type="checkbox"/>	<input type="checkbox"/>
If contract is using non-standard terms and conditions and contains clause which indemnifies the supplier complete a risk assessment, seek legal review, and obtain CFO, DCFO or COO approval prior to entering into arrangement.	<input type="checkbox"/>	<input type="checkbox"/>
Ensure that only an officer who holds a sufficient financial delegation from the Secretary, or has been authorised by an appropriate delegate, signs the contract.	<input type="checkbox"/>	<input type="checkbox"/>
Ensure that the contract is reported within 42 calendar days of commencement on AusTender by creating a contract registration in the myWorkplace Procurement solution within two days.	<input type="checkbox"/>	<input type="checkbox"/>

Appendix 2: Checklists for finalising and evaluating a contract

Finalising a contract

- 1) Verify all contractual obligations have been successfully met. This can include the need to:
 - a. review the statement of contract deliverables to ensure that goods or services have met contract requirements
 - b. arrange for the return of all required documents, material, information and records used or generated during the contract that are the property of the department
 - c. arrange the return of all equipment or other goods provided to the contractor and check that it is in a satisfactory condition
 - d. return any financial and other guarantees and securities, including any deeds to the appropriate party
 - e. record any intellectual property rights, including licences and the delivery by the contractor of all material expressions, information embodying intellectual property rights, any relevant documentation, technical data or reports in a form that enables access by the department. Any instructions on the use of intellectual property should also be noted
 - f. make all final payments payable under the contract.
- 2) Obtain all final reports and clearances from the contractor and make arrangements in regard to warranties available under the contract. This can include the need to:
 - a. schedule any agreed checks or service available under the warranty in the contract.
- 3) Other areas that may need to be considered because they are legal rights and obligations that may survive after the contract has been discharged include:
 - a. rights to recover money, indemnities and in some cases guarantees, intellectual property rights and handling information. These may be covered by survivorship clauses in the contract.
- 4) Terminate all access arrangements. This can include the need to:
 - a. ensure all access rights or arrangements to premises and systems are terminated or revoked
 - b. ensure any security passes are returned or deactivated.
- 5) Undertake post contract analysis, evaluation and reporting. This may include the need to:
 - a. evaluate contract performance and discuss with contractor
 - b. document lessons learned
 - c. update policies or procedures, where required.

Evaluating a contract

- 1) Were clear *objectives* outlined at the start of the project?
- 2) Did the contract achieve the *objectives* established at the commencement of the project? If not, why did the contract fail to meet the *objectives*?
- 3) If *objectives* were not met, an analysis of what can be done in future projects to ensure they are met is completed?
- 4) Were stakeholder requirements met?
- 5) Were all relevant stakeholders consulted appropriately? If not how can they be better engaged next time?
- 6) Did the performance monitoring work well?
- 7) Were Key Performance Indicators met?
- 8) Was the project performed on time and on budget? If not, why not and what can be done to ensure this happens in the future?
- 9) Performance of the contract discussed with the supplier?
- 10) Were lessons learnt from the project which will be used in future procurements?

Definitions

Approach to Market - any notice inviting *potential suppliers* to participate in a *procurement*, which may include a request for tender, request for quote, request for expression of interest, request for application for inclusion on a *multi-use list*, request for information or request for proposal.

AusTender - the central web-based facility for the publication of Australian Government procurement information, including business opportunities, annual procurement plans and contracts awarded.

Buyer – a person who buys something.

Conditions for participation - minimum conditions that *potential suppliers* **must** demonstrate compliance with, in order to participate in a *procurement* process or for *submissions* to be considered. This may include a requirement to undertake an accreditation or validation procedure.

Contract - an arrangement, as defined by s23 (2) of the *Public Governance, Performance and Accountability Act (2013)* (PGPA Act), for the *procurement* of goods and services under which *relevant money* is payable or may become payable. Note: this includes *standing offers* and panels.

Construction - procurements related to the construction of buildings and *procurements* of works as defined by the *Public Works Committee Act 1969*.

Coordinated Procurement - is a government initiative to establish whole-of-government arrangements for goods and services in common use to maximise market benefits and deliver efficiencies and savings.

Corporate Commonwealth entities – as defined in section 8 of the PGPA Act

Covered procurement – has the meaning given to that term in the *Government Procurement (Judicial Review) Act 2018* (Cth).

Evaluation – means assessing value for money of a *potential supplier's submission* in an *Approach to Market*.

Finance Law means:

- The PGPA Act and the PGPA Rule (2014);
- Any other instrument made under the PGPA Act, including but not limited to: the Commonwealth Procurement Rules (CPRs), Accountable Authority Instructions, and Accountable Authority Delegations; and
- An Appropriation Act.

Limited Tender – a relevant entity approaching one or more potential suppliers to make submissions, when the process does not meet the rules for open tender or prequalified tender.

myWorkplace Procurement Solution – is the Procurement portal found under the myJob tab in myWorkplace available on ENTR. The solution is used to register procurements valued at \$10,000 or more to facilitate:

- compliance with the PGPA Act and CPRs
- quality assurance by the Grants and Procurement Team
- public reporting of contract, including on AusTender and to the Senate.

Non-corporate Commonwealth entities – as defined in section 8 of the PGPA Act.

Objectives are a specific result that the department aims to achieve within a timeframe and available resources

Officials - as defined in section 8 of the PGPA Act.

Open Approach to Market - any notice inviting all *potential suppliers* to participate in a *procurement* which may include a Request for Tender, Request for Quote, Request for Expression of Interest, Request for Application for Inclusion on a *multi-use list*, Request for Information and Request for Proposal.

Open Tender - involves publishing an *open Approach to Market* and inviting *submissions*.

Panels or Standing offers - an arrangement setting out the terms and conditions, including a basis for pricing, under which a *supplier* agrees to supply specified *goods* and services to a *relevant entity* for a specified period.

Potential supplier - an entity or person who may respond to an *Approach to Market*.

Procurement - Procurement is the process of acquiring goods and services. It begins when a need has been identified and a decision has been made on the procurement requirement. Procurement continues through the processes of risk assessment, seeking and evaluating alternative solutions, and the awarding and reporting of a contract. In addition to the acquisition of goods and services by a relevant entity for its own use, procurement includes the acquisition of goods and services on behalf of another relevant entity or third party.

Procurement methods – refers to the two methods listed in sections 9.8 and 9.9 of the CPRs and includes Open Tender and Limited Tender.

Proper means efficient, effective, economical and ethical when used in relation to the use and management of public resources.

Public Interest Certificate – has the meaning given to that term in the *Government Procurement (Judicial Review) Act 2018* (Cth).

Relevant Commonwealth Procurement Rules (CPRs) – has the meaning given to that term in the *Government Procurement (Judicial Review) Act 2018* (Cth).

Relevant entity – *non-corporate Commonwealth entities* and prescribed *corporate Commonwealth entities* (listed in section 30 of the PGPA Rule) that **must** comply with the CPRs when performing duties related to *procurement*.

Request documentation – documentation provided to *potential suppliers* to enable them to understand and assess the requirements of the procuring *relevant entity* and to prepare appropriate and responsive *submissions*. This general term includes documentation for expressions of interest, *open tender* and *limited tender*.

Submission - any formally submitted response from a *potential supplier* to an *approach to market*. *Submissions* may include tenders, responses to Expressions of Interest, applications for inclusion on a *multi-use list* or responses to Request for Quote.

Supplier – an entity or person who has entered into a *contract* with the Commonwealth.

Tender/Tendering – A Tender is an offer. It essentially means the approach to market process.

Emergency

[ENTR](#) [Business Services](#) [Finance and Procurement](#) [Procurement](#)



What is Procurement?

What is Procurement?

Simple Procurement

Information on procurements where the cost is under \$80,000.

Large or Complex Procurement

Information on procurements where the cost is \$80,000 or over.

Procuring from a Panel Arrangement

Information and templates on the panels available to staff

Indigenous Procurement Policy (IPP)

Information and guidance on the Indigenous Procurement Policy.

How do I procure goods and services on behalf of the Department?

Please refer to the **Procurement Manual** (below) for information on how to procure goods and services on behalf of the Department.

Guidance on Processing a Procurement in myWorkplace (SAP)

All procurements of goods or services valued at \$10,000 or over in total must be registered in the myWorkplace Procurement Solution, PRIOR to commencing an approach to the market/suppliers.

For guidance on how to process a procurement in myWorkplace, you can refer to the [myWorkplace Procurement Solution User Guide](#), which gives you step-by-step instructions on how to process procurements of various values.

Commonwealth Contract Suite

Departmental officers must use the Commonwealth Contracting Suite (CCS) for all procurements up to \$200,000 - please see: [Commonwealth Contracting Suite](#).

Use of the CCS is excluded for credit card purchases below \$10,000, when you are required to use a mandated whole of government arrangement, or when you purchase your goods or services through a Standing Offer arrangement (panel), or ICT purchases where SourceIT model contracts are used.

Commonwealth Procurement Rule 42 day Contract Reporting Requirement

The Commonwealth Procurement Rules require agencies to report all contracts and amendments valued at \$10,000 and over on AusTender within 42-days of entering into (or avarying) a contract.











To comply with this requirement, officers complete a contract/work order registration in the myWorkplace Procurement Solution within two (2) days of entering into the arrangement.

Contact

For procurement questions, please call 02 6274 7144 or email help.procurement@infrastructure.gov.au.



Procurement Guidelines

Name

-  [Guide to limited tender changes](#)
-  [Guidelines for identifying consultancies](#)
-  [Guidelines on entering into contracts containing an indemnity, guarantee, or warranty](#)
-  [myWorkplace Delegates Guide](#)
-  [myWorkplace Procurement Solution Cue Card](#)
-  [myWorkplace Procurement Solution User Guide](#)
-  [Procurement Complaints Policy](#)
-  [Procurement Manual](#)
-  [Quick Guide - Limited Tendering](#)
-  [Table of CPR changes - 1 January 2019 - 5 Nov 2018](#)

Procurement Templates

Name

-  [Contract Management Plan template](#)
-  [UNSPSC - Product and Services Codes](#)

Was this information helpful?

Yes

Somewhat

No

Next content review date: 15 November 2019

Maintained by (Section): Portfolio Engage and Divisional Support

Last modified on: 14/04/2020 2:31:54 PM

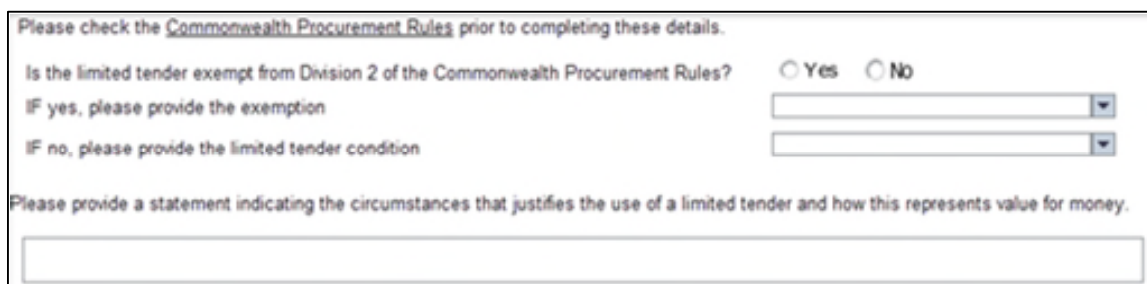
Guide to limited tender approval and reporting changes

Commencing 1 July 2018, there are changes to the way limited tender procurements \$80,000 and over are approved and reported, these include:

Limited tender approval process

The current process involving the Executive Director and the Chief Financial Officer providing approval for any limited tender procurements valued \$80,000 and over will be removed and the responsibility will rest with the delegate as specified in the Accountable Authority Delegations (AADs). A guide has been developed and will be made available on ENTR in the next week to assist with decision making.

The Approval Form will include a new Limited Tender details section. Please see screenshot below.



Please check the [Commonwealth Procurement Rules](#) prior to completing these details.

Is the limited tender exempt from Division 2 of the Commonwealth Procurement Rules? Yes No

IF yes, please provide the exemption

IF no, please provide the limited tender condition

Please provide a statement indicating the circumstances that justifies the use of a limited tender and how this represents value for money.

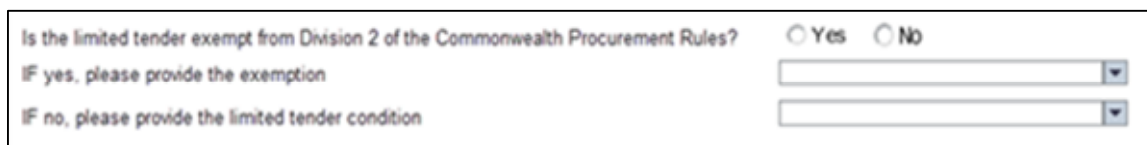
For procurements \$80,000 or over, the user must respond to the Limited Tender exemption question and dependent on the YES/NO response they will select the exemption or condition from the dropdown list. If you select yes, then you must select an exemption from the first drop down list. If you select no, then you must select a condition from the second drop down list. You will then need to provide a justification in the free text field. Exemptions relate to those circumstances outlined in Appendix A of the Commonwealth Procurement Rules (CPR). Conditions relate to the circumstances outlined in section 10.3 of the CPRs.

For procurements that are under \$80,000, the limited tender details will appear but you will not need to respond to them.

For any existing Approval Forms that are pending and have not been approved by the ED and CFO by COB 29th June, a new Approval Form with the new limited tender fields will need to be created and approved by the appropriate delegate.

Contract registration and limited tender reporting

As part of changes to AusTender specifications, contracts for limited tender procurements valued \$80,000 and over will include the relevant limited tender exemption or condition when published. From 1 July, any new contract registration or variations to contract registrations \$80,000 or over will require you to complete the following details:



Is the limited tender exempt from Division 2 of the Commonwealth Procurement Rules? Yes No

IF yes, please provide the exemption

IF no, please provide the limited tender condition

For procurements that are under \$80,000, the limited tender details will appear but you will not need to respond to them.

For any new or amended procurement registrations created post 1 July, the limited tender condition/exemption will default into the contract registration. For any new or varied contract registrations created under an existing procurement registration, which was created and approved prior to 1 July, the relevant limited tender condition or exemption will not default from the Approval Form. You will need to be careful and check what the condition/exemption was in the Approval Form to ensure you code the contract accurately.

The limited tender conditions in pre 1 July Approval Forms are outlined slightly differently to the new limited tender conditions. To avoid error please refer to the mapping table below when creating or amending contract registrations under pre 1 July Approval Forms:

Limited tender conditions in Approval Forms approved before 1 July 2018

Limited tender condition pre 1 July Approval Form	Limited tender condition post 1 July
Previous unsuccessful approach to market	10.3ai No submissions or value for money submissions received OR 10.3aii No submissions met minimum content and format requirements OR 10.3aiii No tenderers satisfied conditions for participation
Circumstances of extreme urgency	10.3b Extreme urgency or events unforeseen
Exceptionally advantageous conditions	10.3c Advantageous conditions arising only in short term, not routine procedure
Sole Supplier	10.3di Supply by a particular business: for works of art OR 10.3dii Protect exclusive rights or proprietary information OR 10.3diii Absence of competition for technical reasons
Continuing services	10.3e Original supplier replacement, extension, for compatibility
Purchases on a commodity market	10.3f In a commodity market
Prototype Goods/Service	10.3g Prototype, research or original development contract
Contest/Prize Winner	10.3h Winner of independently judged and run design contest
Repetition of Construction Services	NO LONGER A LIMITED TENDER CONDITION

The Grants and Procurement team (GAP) will check the limited tender condition or exemption coded in the contract registration and will ask you to amend it if inaccurate.

For more information or advice please call GAP on 7144.



Guidelines on Identifying Consultants

Introduction

Procurement activities are subject to various reporting and publishing obligations under the Financial Management Framework. As part of these obligations, agencies are required to identify whether a procurement is for the provision of a consultancy service. This information is then used for reporting purposes such as in the Annual Report. Identifying what a consultancy service is can sometimes be an unclear issue for staff involved in procurement activities. This guidance document outlines the criteria that must be followed in determining whether a procurement is for the provision of a consultancy service. Further information can be found on the Department of Finance website - [Additional Reporting on Consultancies](#).

1. Consultancy Criteria

In determining whether a contract is to be reported as a consultancy all three of the below questions must be answered as 'Yes':

1. Does the contract involve the development of an intellectual output that assists with agency decision-making?
2. Does the intellectual output represent the independent views of the service provider?
3. Is the output the sole or majority element of the contract, in terms of relative value and importance?

The characteristics below may also assist when distinguishing between a consultancy and a non-consultancy contract:

Consultancy Contracts	Contract Characteristics (only some may apply)
<p>Nature of Services</p> <ul style="list-style-type: none"> ▪ Involves specialist professional knowledge or expertise that may not be maintained in-house. ▪ Involves development of an intellectual output, e.g. research, evaluation, advice, and recommendations, to assist with agency decision-making. ▪ Involves a one-off task, a set of tasks or irregular tasks (making employment of permanent staff impractical or undesirable). 	<p>Nature of Services</p> <ul style="list-style-type: none"> ▪ External labour hire services to perform day-to-day duties of the agency – e.g. a labour hire firm providing personnel to fill a temporary vacancy for a personal assistant, or in a programme area. Skills to perform services obtained via external labour hire would normally be maintained within the agency. ▪ Involves professional or expert services to implement an existing proposal or strategy – e.g. training specialists to deliver training in line with an existing strategy.

GUIDELINES ON IDENTIFYING CONSULTANTS

<p>Direction and Control</p> <ul style="list-style-type: none"> ▪ Performance of the services is left largely up to the discretion and professional expertise of the consultant. ▪ Performance is without the agency's direct supervision. ▪ The output reflects the independent views or findings of the individual or organisation. ▪ The output is being produced for the agency. ▪ The output may not belong to the agency. 	<p>Direction and Control</p> <ul style="list-style-type: none"> ▪ External labour hire services are performed under supervision of the agency. The agency specifies how the work is to be undertaken and has control over the final form of any resulting output. ▪ Professional or expert services provided under non-consultancy contracts are generally delivered without a high level of supervision and direction from the agency. However, the output produced will not necessarily represent the independent views of the service provider – i.e. the agency controls the form of the output. ▪ The output is being produced on behalf of the agency. ▪ The output is generally regarded as an agency product.
<p>Integration or Organisation Test</p> <ul style="list-style-type: none"> ▪ Work performed is an accessory to the agency's business. 	<p>Integration or Organisation Test</p> <ul style="list-style-type: none"> ▪ Work is an integral part of the agency's business.
<p>Use of Equipment and Premises</p> <ul style="list-style-type: none"> ▪ The Consultant provides their own equipment. ▪ The Consultant may work from their own premises for some or all of the assignment. 	<p>Use of Equipment and Premises</p> <ul style="list-style-type: none"> ▪ The agency provides all equipment and supplies. ▪ The Contractor will usually be engaged to work in the agency's premises.
<p>Remuneration</p> <ul style="list-style-type: none"> ▪ Consultancy payments are usually made when agreed milestones are reached or when a task or project is completed. 	<p>Remuneration</p> <ul style="list-style-type: none"> ▪ Remuneration is based on the time worked, usually calculated on an hourly rate.

2. Similarities between non-consultancies

When reviewing arrangements officials should be aware that, because of the diverse range of work undertaken by consultants and providers of other services, individual arrangements are likely to exhibit some, and not all, of the characteristics listed for the relevant category. Similarly, some consultancies may exhibit a number of characteristics that are generally attributed to non-consultancy contracts and vice versa. In such cases, officials need to assess the nature of each contract

involving the provision of services on a case-by-case basis to determine whether it involves a consultancy for the purposes of AusTender reporting.

Officials will often need to distinguish between procurement arrangements where an external professional is engaged to deliver an intellectual output to assist with agency decision-making and others where a professional is engaged to implement such outputs. Such arrangements are of a different nature. For example, the engagement of a training specialist to independently identify an agency's training needs and to develop a training plan and relevant materials would generally be classified as a consultancy. On the other hand, the subsequent engagement of a training specialist to deliver the training in line with the plan and materials would be classified as general goods or services.

Officials should also note that some contracts may involve outputs consistent with consultancies and others that align with non-consultancy contracts. In these cases, agencies will need to consider whether it is appropriate to report them as consultancies. In making such decisions, agencies may wish to consider the value and relative importance of the consultancy element.

3. More Information

For more information on identifying consultancy services please contact the Grants and Procurement Team on x7144 or at Help.Procurement@infrastructure.gov.au.



Guidelines on entering into contracts containing an indemnity, guarantee, or warranty

Introduction

These guidelines are designed to advise officials of their responsibilities when considering entering into arrangements involving issuing indemnities, warranties, or guarantees on behalf of the Commonwealth. These guidelines also reinforce the importance of sound risk management strategies and awareness regarding the use of such instruments.

What is an indemnity, warranty or guarantee?

A Commonwealth indemnity, warranty or guarantee is ultimately a risk transference mechanism, which results in the Commonwealth accepting risks and the other party (the supplier) experiencing reduced risks.

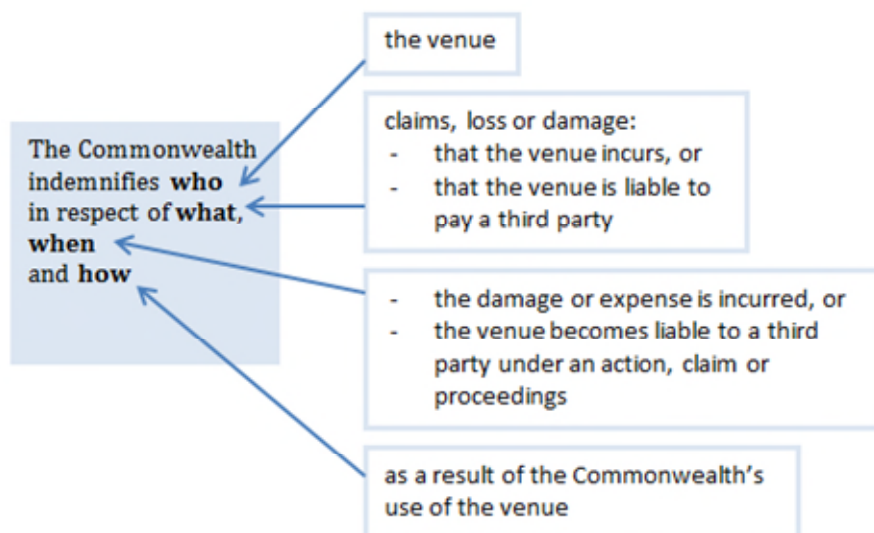
An **indemnity** is a legally binding promise by which one party agrees to accept the risk and financial responsibility of loss or damage that another party may suffer. If the Department indemnifies a supplier it means that, we are agreeing to accept the risk and financial responsibility of any loss or damage that the supplier may suffer as a result of the contract.

Example

A venue has requested the grant of an indemnity in the following terms:

“The customer (the Commonwealth) indemnifies the venue in respect of all claims, losses, or damage which the venue may suffer, incur or become liable for and which arises from the customer’s use of the venue.”

Who gets the benefit of the indemnity?

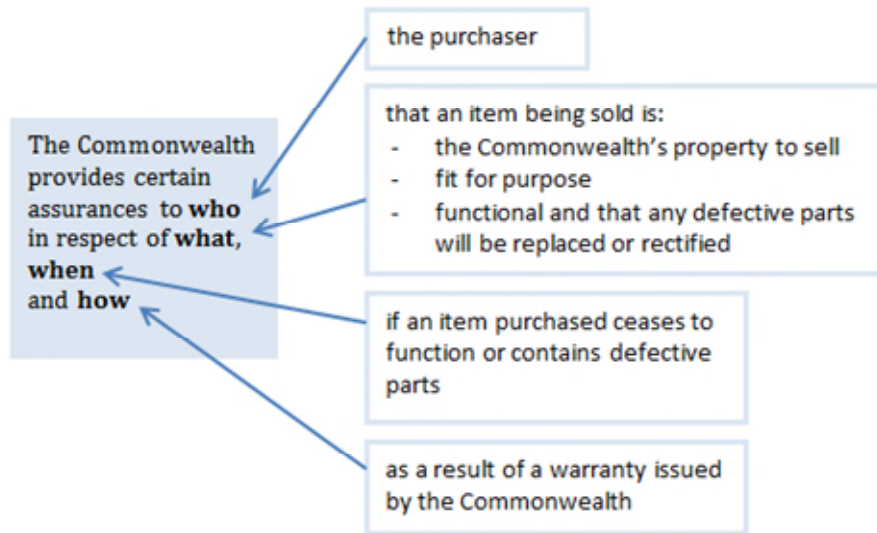


A **warranty** is an assurance or promise by one party that a particular statement of fact is true and may be relied upon by the other party.

Example

The Commonwealth may provide certain assurances to a purchaser that an item sold to the purchaser is the Commonwealth's to sell, is fit for use, and that for a specified period defective parts will be replaced or otherwise rectified.

Who gets the benefit of the warranty?

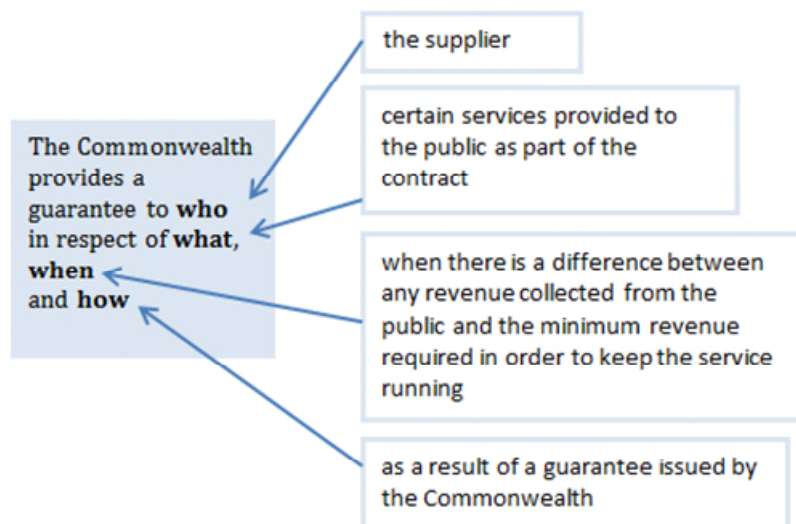


A **guarantee** is a promise whereby the Commonwealth assumes responsibility for the debt, or contractual obligations, of another party.

Example

The Commonwealth may contract with a supplier to provide certain services to the Australian public and they may, as part of that contract, agree to pay the supplier the difference between any revenue collected from the public and the minimum revenue required in order to keep the service running.

Who gets the benefit of the guarantee?



What is a contingent liability?

A contingent liability is a potential obligation that may be incurred depending on the outcome of a future event. Indemnities, warranties and guarantees all have the potential to give rise to contingent liabilities.

Example

If we were to indemnify a venue provider against any claims, loss or damage that occurred in their venue as a result of our use, and a staff member were to accidentally cause a fire while at the venue, then the Commonwealth, not the venue provider, would be liable for the cost of that damage. This is classified as a contingent liability because the potential liability (cost) is contingent on some loss or damage actually occurring.

Indemnity Register

The Department is required to maintain a register of all contracts entered into that contain an indemnity, guarantee or warranty. The Chief Accountant, Financial Services Branch, maintains the register of all indemnities, guarantees and warranties to assist in transparent reporting and disclosure, in both financial statements and the Budget Papers. If a contract registration is processed through the myWorkplace Procurement Solution and the attached contract contains an indemnity, guarantee or warranty, then the Grants and Procurement (GAP) Team will request that an Indemnity Summary form is filled out. The relevant project officer must then complete the form and send it to David.Perrott@infrastructure.gov.au along with a scanned copy of the contract for inclusion on the indemnity register.

Delegations

The Finance Minister has delegated their power to grant an indemnity on behalf of the Commonwealth under section 60 of the Public Governance, Performance and Accountability (PGPA) Act to the Accountable Authorities (Secretary's) of non-corporate Commonwealth entities.

Through the Accountable Authority Delegations the Secretary has further delegated that power to relevant officials within the Department. Please refer to the [Accountable Authority Delegations](#) for information on who holds the delegation.

However, there are still some instances in which approval cannot be given by a departmental delegate, but must instead be sought from the Finance Minister.

In accordance with the Finance Minister's Delegations only the Finance Minister is delegated the power to approve the following arrangements:

- a guarantee for the payment of any amount of principle or interest due on a loan, or
- an indemnity that would expressly meet the costs of civil or criminal penalties of the indemnified party.

In addition, a departmental delegate can only grant an indemnity, warranty or guarantee in relation to an event if the delegate is satisfied that:

1. The likelihood of the event occurring is remote (less than 5% chance); and
 2. The most probable expenditure that would need to be paid in accordance with the arrangement, if the event were to occur, would not be significant (less than \$30 million).
-

If the likelihood of the event occurring is 5% or more, or the probable expenditure that would need to be paid is \$30 million or more, then approval cannot be given by a departmental delegate but must instead be sought from the Finance Minister. If required, please contact the Grants and Procurement Team in the first instance for further information on this process.

Comcover Requirement

The Department has insurance through Comcover, the Australian Government's self-managed insurance fund.

Comcover will not pay for liability arising out of any indemnity unless:

- a) the liability would have arisen in the absence of such indemnity (for example, under common law); or
- b) the indemnity is contained in a contract where the contract was entered into prior to 1 July 2004; or
- c) you have followed Australian Government policy on the issuing and managing of indemnities contained in [Resource Management Guide-414](#) and, after making reasonable inquiries, you have assessed:
 - o the likelihood of the event giving rise to the liability occurring is less than 5%; and
 - o the most probable expenditure that would need to be made if the event giving rise to the liability occurred is less than \$5,000,000.

If the above conditions are met, the insurable risks in respect to the indemnity are insured by Comcover. Where the assessed exposure exceeds any of these thresholds, in accordance with Departmental policy, Comcover's consideration should be sought for extending cover for the insurable liabilities associated with the indemnity (or indemnities) you are proposing. Once you have completed the risk assessment and legal advice has been provided, please contact the Evaluation, Audit and Risk Section for further advice regarding seeking Comcover's consideration of coverage for the indemnity. Where Comcover have agreed to insure the indemnity, the agreement needs to be included in the indemnity register.

Checklist for Compliance

If your agreement contains an indemnity, warranty or guarantee then you will need to complete the following steps prior to entering into a contract with the supplier:

- Complete a risk assessment (see – [Risk Management](#)).
- Seek advice on the draft agreement from Legal Services (please note that Legal Services have a ten business day turnaround time on advice). Legal Services will require a copy of both your completed risk assessment and the draft agreement.
- Seek advice from the Evaluation, Audit and Risk Section if Comcover's consideration is required (see 'Comcover Requirement' paragraph above).
- In accordance with the Department's Accountable Authority Delegations seek approval from a relevant delegate (i.e. CFO, COO, or Deputy CFO) to enter into the agreement containing the indemnity, warranty or guarantee. Approval should be sought via email, and should contain the following information at a minimum:
 - a copy of the draft contract which contains the indemnity, warranty or guarantee;
 - a copy of the advice received from Legal Services;

-
- an explanation of the details surrounding the arrangement along with the reasons that we are accepting the indemnity or issuing the warranty or guarantee;
 - an assessment of the potential likelihood of any event associated with an indemnity occurring, in addition to the probable expenditure that may be payable;
 - a copy of your risk assessment; and
 - A copy of the advice regarding Comcover's consideration (if applicable).
- Once you have received appropriate written approval from the delegate, and any other necessary approvals have been obtained, your financial delegate may enter into the contract with the supplier.
- Complete an [Indemnity Summary form](#) and send it, along with a copy of the signed contract, to David.Perrott@infrastructure.gov.au so that it may be added to the Department's Indemnity Register. You need to add to the indemnity summary form any advice received from Comcover.

The Commonwealth's policy on issuing indemnities, guarantees and warranties is to accept those risks only when the expected benefits are sufficient to outweigh the level and cost of the risk which the Commonwealth would be assuming. Generally speaking, risks should be borne by those best placed to manage them, meaning that the Commonwealth should not accept risks which another party (such as a supplier) is better placed to manage.

A Commonwealth indemnity, guarantee or warranty should not be issued unless there is an explicitly identified risk. Furthermore, if there is an explicitly identified risk, an indemnity, guarantee or warranty should not be issued until it has been determined that all other options available (including use by the other party of commercial insurance) have been exhausted.

Further, staff should consider whether the proposed indemnity, guarantee or warranty will set a precedent that may be undesirable for the Commonwealth. For example, if we were to agree to indemnify a provider in a particular industry for a small, low risk, contract this could potentially set a precedent whereby the Commonwealth may be expected to indemnify other providers in the same industry for larger, higher risk, contracts.

Indemnities, warranties, and guarantees should be taken into account when assessing value for money and consideration given, should an amount become payable, whether is it covered by the insurance provided by Comcover or if it will be funded from within the existing budget.

Officials should consider whether they should include a maximum cap on payments or claims made under any proposed arrangement. The inclusion of such a cap can work to protect the Commonwealth in the event that potential costs arise. Officials should also consider including a time limit, and potential termination clauses, in relation to any indemnity, guarantee or warranty that is issued by the Commonwealth.

Further Information

For further guidance, please see - [Resource Management Guide \(RMG\) 414 – Contingent liabilities, indemnities, guarantees, and warranties granted by the Commonwealth](#).

Contact:

The Grants and Procurement (GAP) Team

Phone: 02 6274 7144

Email: Help.Procurement@infrastructure.gov.au



Procurement Complaints Policy

Overview

This policy provides guidance to Departmental officials on the key principles, concepts and processes of the Department's procurement complaint management process, which includes complaints under the Government Procurement (Judicial Review) Act 2018 (GP(JR) Act).

This policy applies to all Departmental officials who receive or manage procurement complaints.

What is a procurement complaint?

A procurement complaint is an expression of dissatisfaction or objection to something that the Department has done, proposes to do, or has not done, in managing a procurement process where a response or resolution is explicitly or implicitly expected.

Procurement complaints will be managed differently depending on whether they are covered by the GP(JR) Act (a GP(JR) Act complaint) or not (a general complaint).

Central management of complaints

Procurement complaints are initially received centrally by the Governance Team to the clientservice@infrastructure.gov.au inbox.

Governance support the management of procurement complaints, and in particular GP(JR) Act complaints by:

- receiving all procurement complaints on behalf of the Accountable Authority
- initially assessing a procurement complaint to determine if it is a complaint subject to the GP(JR) Act, a general procurement complaint, or a complaint under the client service charter.
- forwarding general procurement complaints to the relevant project officer for action
- providing written acknowledgement to the complainant for GP(JR) Act procurement complaints that the complaint has been received
- directing GP(JR) Act procurement complaints to the delegated Investigation Officer.

GP(JR) Act Complaint

What is a GP(JR) Act complaint?

The GP(JR) Act came into effect on the 19th of April 2019. The Act gives the Federal Circuit Court of Australia (FCC) jurisdiction, concurrently with the Federal Court, to consider applications, grant injunctions and/or order the payment of compensation for breaches of the relevant Commonwealth Procurement Rules (CPRs) relating to covered procurements by relevant Commonwealth entities.

For the purposes of the Act a covered procurement is any procurement valued at or above the relevant procurement threshold (\$80,000 for goods and services and \$7.5 million for construction).

Procurements that are not considered 'covered' under the Act are:

- Procurements that utilise an exemption in Appendix A of the CPRs;
- Procurements that are in a class of procurements determined by the Finance Minister not to be a covered procurement under the GP(JR) Act;
- Procurements where, under paragraph 2.6 of the CPRs, an official applies measures determined by their accountable authority to be necessary for the maintenance or restoration of international peace and security, to protect human health, for the protection of essential security interests, or to protect national treasures of artistic, historic or archaeological value; and
- Procurements that are sourced through an existing panel arrangement.

The Act applies to alleged breaches of relevant Commonwealth Procurement Rules (CPRs). For the purposes of the Act relevant rules consist of all of the rules in Division 2, along with paragraphs 4.18, 5.4, 7.2, 7.10, 7.13 – 7.18, 7.20, and 9.3 – 9.6 of Division 1 of the CPRs.

A GP(JR) Act complaint is valid if all of the following criteria and obligations are met:

- the complaint is made by a supplier
- the complaint it is in writing
- the complaint relates to a covered procurement
- it relates to conduct that is an alleged contravention of a relevant CPR, on or after the commencement date of the GP(JR) Act

An investigation must be conducted by an appropriate delegate in relation to any GP(JR) Act procurement complaints.

Who can make a GP(JR) Act complaint?

The GP(JR) Act provides that any supplier can make a procurement complaint under the Act. A supplier is defined as:

- a person who supplies, or could supply, goods or services; or
- a partnership (or other group) of two or more persons that supplies, or could supply, goods or services.

The definition of a supplier in the GP(JR) Act is broad. It includes tenderers, potential tenderers and a person or partnership that could supply goods or services.

A supplier could be an organisation that would normally contract directly with the Department, or an organisation that would normally subcontract with a Department's contractor, or a supplier that has never provided goods or services to the Department.

GP(JR) Act complaints can only be valid if a supplier's interests are affected by the Department's conduct in relation to a covered procurement.

Legal Services Branch should be contacted for advice in the first instance if there is any uncertainty regarding whether a complainant meets the definition of a supplier.

Suspension of procurements

When a supplier lodges a complaint with the Department about a breach of relevant CPRs in relation to a covered procurement, unless a Public Interest Certificate (PIC) has been issued, the covered procurement must be immediately suspended while the complaint is being resolved.

If a covered procurement is required to be suspended, the appropriate delegate must authorise that suspension and the Department must issue an addendum to the Approach to Market (ATM) (or otherwise notify potential suppliers including if the suspension occurs after the closing time for the procurement) stating that:

- the procurement has been suspended as of [date] (as a complaint has been received and a Public Interest Certificate is not in force);
- a revised closing date will be notified once the issue is resolved; and
- no responses will be considered until further notice.

A suspension ends as soon as any one of the following occurs:

- a PIC is issued
- the complainant provides confirmation to the Department in writing that they withdraw the complaint or consider the complaint to be resolved
- a finding made is by a court that there was a contravention of the relevant CPRs, or no contravention, or that the complaint was invalid under the GP(JR) Act.

Public Interest Certificate (PIC)

In some circumstances, it may not be appropriate to suspend a procurement in progress while the complaint is being resolved, as a delay to the procurement may not be in the public interest. In these instances a relevant delegated official may issue a PIC. The certificate allows the covered procurement to continue notwithstanding the effect that the awarding of a contract may have on the remedies available to the supplier who provided a complaint.

Officials should consider prior to issuing an ATM for a covered procurement, and where relevant during the procurement process, whether a PIC should be sought and, if so, direct any request for the issue of a PIC to the appropriate delegate.

A PIC should only be issued where a suspension would result in a real adverse consequence for the public interest, such as in relation to the health, national security, safety, public security or economic or financial well-being of the people of Australia or the functioning of any portion of the Commonwealth Government.

For each covered procurement, suppliers must be notified whether or not a PIC is in force in relation to the procurement and be provided with a copy of any certificate. This must be done as soon as practicable and may be through the ATM documentation, an addendum or other written notification. Note that a copy of the PIC must also be provided to a potential supplier or a court, where requested.

GP(JR) Act Complaints Handling Process

Step 1 – Assess and Acknowledge

- Procurement complaints will be received by Governance through the clientservice@infrastructure.gov.au inbox.
- Governance will assess the procurement complaint as soon as possible to determine whether it is a compliant subject to the GP(JR) Act or a general procurement complaint.

- Where the scope of the complaint is not initially clear, for example the complaint states that it is a GP(JR) Act complaint but it does not provide reference to the relevant alleged CPR breach, Governance will contact the complainant to seek further information before progressing.
- Complaints will be added to the feedback and complaints register. They will be identifiable by a highlight colour and by subject matter reference “GP(JR) Act Complaint”.
- Where the procurement complaint meets the definition of a GP(JR) Act complaint, Governance will forward the GP(JR) Act complaint to a relevant delegate with the power to suspend the procurement and investigate the complaint.
- Governance will acknowledge receipt of the complaint and advise the complainant that the complaint has been forwarded to a senior officer, not involved in the procurement process, for investigation.
- The acknowledgment to the complainant must include the following information:
 - That the complaint has been received and forwarded to a senior officer within the department who is, and has been, independent of the procurement process for further investigation,
 - Advice that the investigating officer will be in contact with the complainant to advise the timeframe in which they can expect an outcome,
 - If a PIC is not in effect, a statement indicating that the procurement process will be suspended until such time that the complaint is resolved, or a PIC is issued,
 - If a PIC is in effect, a statement indicating that a PIC is currently in force which allows the covered procurement to continue while the complaint is under investigation. A copy of the PIC must also be provided if requested.

Suspending or Continuing the Procurement

- Where a public interest certificate (PIC) is not in force a relevant departmental delegate must authorise the suspension of the procurement process and notify the Grants and Procurement Team as soon as practicable.
- The Grants and Procurement Team will liaise with the Project Officer in suspending the procurement.
- In suspending a covered procurement, the relevant Project Officer may wish to receive probity advice on sharing information in relation to the complaint (and/or suspension of the procurement) with the affected suppliers.
- The relevant Project Officer (in conjunction with the Grants and Procurement Team if required) must issue an addendum to the ATM (or otherwise notify potential suppliers including if the suspension occurs after the closing time for the procurement) stating that:
 - the procurement has been suspended as of [date] (as a complaint has been received and a Public Interest Certificate is not in force);
 - a revised closing date will be notified once the issue is resolved; and
 - no responses, including clarification questions, will be considered until further notice.
- Where a decision has been made to continue the procurement process by issuing a PIC, officials must follow the process detailed below for Public Interest Certificates (PIC) for GP(JR) Act complaints. In this instance the relevant delegate responsible for the investigation of the complaint must not be the same delegate who issues the PIC in relation to the covered procurement.
- Where a PIC is already in force then the procurement process may continue while the complaint is under investigation.

Public Interest Certificates (PIC) for GP(JR) Act complaints

- A PIC can only be issued by the Secretary, Deputy Secretary, Chief Operating Officer, Chief Financial Officer or Deputy Chief Financial Officer.
- To ensure an appropriate separation of duties, the same official must not issue a PIC where they have suspended a covered procurement, or where they are investigating the covered procurement.
- Officials should consider prior to issuing an ATM for a covered procurement, and where relevant during the procurement process, whether a Public Interest Certificate should be sought and, if so, direct any request for the issue of a Public Interest Certificate to the appropriate delegate.
- It is best practice to determine whether a PIC is needed as early as possible in the procurement process. If there is doubt as to whether it is appropriate to issue a PIC, Legal Services Branch may be consulted.
- A Public Interest Certificate Report Template is available on ENTR and should be used in seeking approval for the issue of a PIC from a relevant delegate.
- A PIC should only be issued where a suspension would result in a real adverse consequence for the public interest, such as in relation to the health, national security, safety, public security or economic or financial well-being of the people of Australia or the functioning of any portion of the Commonwealth Government.
- The Project Officer must provide a copy of any signed Public Interest Certificate Report, and signed Public Interest Certificate, to the Grants and Procurement Team at Help.Procurement@infrastructure.gov.au. The Grants and Procurement Team must then ensure that the PIC is publicly published on the department's website and (if applicable) through AusTender.

Step 2 – Investigate

- The Investigation Officer must investigate the matter and substance of the GP(JR) Act complaint. This may involve requesting information from the complainant, the responsible business area, Finance Branch and any other official involved in the procurement.
- The Investigation Officer may appoint an official independent from the procurement process to assist them with conducting the investigation.
- An official who is assisting with an investigation into a GP(JR) Act complaint should meet the following conditions:
 - Not been involved, at any time, in the procurement process referred to in the complaint,
 - Have the relevant subject matter expertise and experience in conducting investigations, and preferably subject matter expertise and experience in procurement,
 - Be completely independent to the department for matters determined by the Complaints Officer or Legal Services Branch to be serious enough to warrant external review.
- The Investigation Officer must undertake, or ensure that the following tasks are undertaken during an investigation:
 - identify the matter and substance of the procurement complaint
 - where the complaint alleges a contravention of the CPRs, identify those contraventions and the complainant's reasoning
 - assess facts and evidence
 - provide a conclusion, reasoning and make recommendations where relevant to rectify any contraventions

- make recommendations to implement or amend procurement procedures and guidance where relevant
- make recommendations on further engagement with the complainant to resolve the complaint.
- Officials must provide the Investigation Officer with access to all relevant files and records relating to the procurement process, including any correspondence with potential suppliers.
- Details of the investigation must be documented in writing and signed off by the relevant delegate. The report must include the details of the complaint, a record of any actions taken in investigating the complaint, references to any relevant documentation or files, an explanation of the findings and the recommendations arising out of the investigation. An Investigation Report Template is available on ENTR.
- Possible actions that should be taken to attempt to resolve a complaint may, as an example, include rectifying the CPR contravention (for example modifying the ATM documents, extending time periods or other relevant information to potential suppliers), or determining that the complaint is not substantiated.
- The investigation (and investigation report) should be completed within seven calendar days after receiving a GP(JR) Act complaint.
- The Investigation Officer should provide a copy of the investigation report to any relevant interested parties such as Legal Services Branch, the Grants and Procurement Team, the Governance Team, or the relevant Project Officer.

Step 3 – Respond

- The Investigation Officer must formally notify the complainant of their determination in writing and attempt to resolve the complaint with the complainant. This formal notification should be provided as soon as possible to reduce the risk of the complainant applying for an injunction.
- The Investigation Officer's formal notification should:
 - describe the subject/conduct alleged to be a CPR contravention,
 - inform the complainant that a person who is and has been completely independent of the procurement process has completed an investigation into the alleged contravention,
 - inform the complainant of the findings of the investigation,
 - inform the complainant of the action the department has decided to take to resolve the complaint,
 - ask the complainant to communicate/confirm in writing if they consider the complaint to be resolved, and
 - provide the complainant with a list of options if they are not satisfied with the department's findings.
- For GP(JR) Act complaints, where the complainant has communicated in writing that the complaint is considered resolved or withdrawn, any procurement suspension will end. A procurement should not continue until any outstanding recommendations/actions to resolve the complaint (for example, modifying ATM documents) are implemented.
- Where the complainant has not communicated in writing that the GP(JR) Act complaint is resolved or withdrawn, the procurement process must not proceed unless a PIC is issued by a relevant delegate.
- An investigation report should not be disclosed to the complainant as it may prejudice the department's legal position. Where the investigating officer or delegate considers that disclosing the investigation report may help resolve the complaint, Legal Services Branch must first be consulted prior to any disclosure.

Step 4 – Follow-up (if required)

- If a complainant would like findings to be explained in greater detail then the investigating officer or delegate should consider this. The investigating officer or delegate may consider seeking advice from Legal Services Branch prior to responding to a complainant with further information.

General procurement complaints

Where a procurement complaint does not meet the conditions of the GP(JR) Act, it must be managed as a general complaint.

A general complaint does not automatically trigger a suspension of the relevant procurement, however in some instances it may still be appropriate to suspend the procurement process until a general complaint is resolved.

Who can make a general procurement complaint?

Any person may make a general complaint expressing a grievance or objection to something that the Department has done, proposes to do, or has not done in managing a procurement process.

Managing a general procurement complaint

Other than CPR 6.8 which requires the Department to apply timely, equitable and non-discriminatory complaints handling procedures, there are no legislative requirements that call for the Department to take specific steps in relation to general procurement complaints. Nevertheless, the Department should treat all complaints seriously.

An formal investigation of a general procurement complaint may be required in certain cases. The Department should undertake an investigation into a general procurement complaint where an adequate response to the complaint cannot be determined without a formal investigation.

Factors to consider in determining whether to investigate general procurement complaints include:

- the significance of the procurement,
- the complexity and risk associated with the procurement,
- the significance of the conduct complained of,
- the resources required to conduct an investigation, and
- the extent of investigation required to determine the facts.

General Procurement Complaints Handling Process

Step 1 – Assess

- Procurement complaints will be received by Governance through the clientservice@infrastructure.gov.au inbox.
- Complaints will be added to the feedback and complaints register. They will be identifiable by a highlight colour and by subject matter reference “General Procurement Complaint”.
- Governance will assess the procurement complaint as soon as possible to determine whether it is a compliant subject to the GP(JR) Act or a general procurement complaint.
- Where the procurement complaint is a general procurement complaint Governance will forward the complaint to the relevant Project Officer for further action.

- The Project Officer must, within 5 days of receiving a complaint, acknowledge receipt of the complaint and notify the supplier of the identity of the Complaints Officer. The Complaints Officer for general procurement complaints must be a departmental officer as SES level who is, and has been, independent of the procurement process.

General complaints, Suspending or Continuing the Procurement

- The Complaints Officer should consider whether or not it is appropriate to suspend the procurement process while the general complaint is being investigated. A general complaint does not automatically trigger a suspension of the relevant procurement, however in some instances it may still be appropriate to suspend the procurement process until a general complaint is resolved.
- Where a decision has been made to suspend the procurement, the Project Officer must notify potential suppliers involved in the procurement process stating that:
 - the procurement has been suspended as of [date] (as a complaint has been received);
 - a revised closing date will be notified once the issue is resolved; and
 - no responses will be considered until further notice.

Step 2 – Investigate

- The Complaints Officer must be an SES officer who has been, and will be, independent of the procurement process.
- The Complaints Officer should investigate the matter and substance of the general procurement complaint. This may involve requesting information from the complainant, the responsible business area, Finance Branch and any other official involved in the procurement process.
- The Complaints Officer may appoint an official independent from the procurement process to assist them with conducting an investigation and drafting a report.
- An official who is assisting with an investigation into a general procurement complaint should meet the following conditions:
 - not been involved, at any time, in the procurement process referred to in the complaint,
 - have the relevant subject matter expertise and experience in conducting investigations, and preferably subject matter expertise and experience in procurement, and
 - be completely independent to the department for matters determined by the Complaints Officer or Legal Services Branch to be serious enough to warrant external review.
- The Complaints Officer should undertake to identify the matter and substance of the procurement complaint, assess the relevant facts and evidence, provide a conclusion, reasoning, and make recommendations where relevant to rectify any issues.
- The Complaints Officer should undertake, or ensure that the following tasks are undertaken during an investigation:
 - identify the matter and substance of the general complaint,
 - assess facts and evidence, and
 - provide a conclusion, reasoning and make recommendations where relevant
- Officials must provide the Complaints Officer with access to all relevant files and records relating to the procurement process, including any correspondence with potential suppliers.

- Details of the investigation should be documented in writing and signed off by the Complaints Officer. The report should include the details of the complaint, a record of any actions taken in investigating the complaint, references to any relevant documentation or files, an explanation of the findings and the recommendations arising out of the investigation. An Investigation Report Template is available on ENTR.
- The investigation (and investigation report) should be completed within 20 calendar days after receiving a general procurement complaint.
- The Complaints Officer should provide a copy of the investigation report to any relevant interested parties such as Legal Services Branch, the Grants and Procurement Team, the Governance Team, or the relevant Project Officer.

Step 4 – Respond

- The Complaints Officer must formally notify the complainant of their determination in writing and attempt to resolve the complaint with the complainant.
- The Complaints Officer’s formal notification should:
 - describe the subject of the general procurement complaint,
 - inform the complainant of the findings of any investigation,
 - inform the complainant of any action the department has decided to take to resolve the complaint,
 - ask the complainant to communicate/confirm in writing if they consider the complaint to be resolved, and
 - provide the complainant with a list of options if they are not satisfied with the findings.
- An investigation report should not be disclosed to the complainant. Where the investigating officer or delegate considers that disclosing the investigation report may help resolve the general procurement complaint, Legal Services Branch must first be consulted.

Step 5 – Follow-up

- If a complainant would like findings to be explained in greater detail then the investigating officer or delegate should consider this. The investigating officer or delegate may consider seeking advice from Legal Services Branch prior to responding to a complainant with further information.

Other Complaint Options for Suppliers

Other avenues to raise complaints continue to be available to suppliers, including the Australian Government Procurement Coordinator and the Commonwealth Ombudsman.

Department of Finance Procurement Coordinator

- The Procurement Coordinator assists the business community with matters relating to procurement activities undertaken by the Australian Government.
- Where a complainant is dissatisfied with the department’s response to a complaint, the complainant may refer the complaint to the Department of Finance’s Procurement Coordinator. The complaint must relate to the specifications for a particular tender that are such that the complainant is or was prevented from preparing a competitive tender response.
- If suppliers are not satisfied with the Procurement Coordinator's final decision, there may be other courses of action available, such as approaching the Commonwealth Ombudsman.
- For more information see: [Procurement Coordinator](#).

Commonwealth Ombudsman

- The Commonwealth Ombudsman considers and investigates complaints about the administrative actions of Commonwealth entities. The Ombudsman seeks to resolve disputes through consultation and negotiation.
- The Ombudsman can suggest or recommend a particular course of action but cannot override a decision made by the Department. The Ombudsman will report its findings to the supplier and to the Department (including a recommendation that a decision be reversed, if appropriate) and may report to Parliament.

Further Information and Guidance

For further information contact the Grants and Procurement Team on 02 6274 7144 or at Help.Procurement@infrastructure.gov.au.



Limited Tendering

What is a limited tender?

A limited tender is when an entity approaches one or more potential suppliers directly to make submissions to provide goods or services to the Commonwealth, rather than approaching the open market through an open tendering process. If the approach to market is based on selecting one or more suppliers from a panel, this is not a limited tender unless the panel was established using a limited tender method.

Authority

The authority to approve limited tender procurements rests with the delegate as specified in the [Accountable Authority Delegations](#).

Limited tenders for procurements over \$80,000 can only be undertaken if an exemption from open tender in Division 2, as specified in Appendix A of the Commonwealth Procurement Rules (CPR), or the procurement meets a condition in section 10.3 of the CPRs

What does a delegate need to know?

When requesting a limited tender, you must advise the delegate:

- The maximum value of the procurement (inclusive of GST).
- Details of how suppliers were selected.

When considering approving a limited tender process, the delegate should consider:

- if the suppliers selected represent a reasonable cross-section of the market/suppliers available;
- if a limited tender is the most appropriate method of procurement, or more should a more comprehensive process be undertaken;
- if using a limited tender represents an appropriate use of Commonwealth resources; and
- if using a limited tender process is defensible and passes the “reasonable person¹” test.

At a glance

- Value for money must be achieved in all procurements regardless of value, including using an appropriately competitive process.
- Going directly to an Indigenous business is appropriate justification for a limited tender under the CPR.
- Procurements under \$80,000 must be assessed as providing value for money. If multiple quotes are not obtained, the justification behind this decision should be documented.

¹ The “reasonable person” test is “if a reasonable person on the street were asked what they thought, they would they think the process is appropriate.

Case study – Procurement from another Government provider

Scenario

The Department has a requirement for the provision of transport modelling of supply chains using the transport network strategic investment tool (TraNSIT), a tool that analyses transport and logistics options to identify potential cost savings. CSIRO are the sole supplier who manage and maintain TraNSIT. The total value of the procurement over the entire life of the arrangement is estimated to be around \$550,000 including GST.

What should the Project Officer do?

In accordance with the CPRs, if the estimated value of a procurement is at or above \$80,000, then the buyer must either conduct an open tender approach to market, or justify a limited tender approach in accordance with one of the conditions for limited tender at section 10.3 of the CPRs or one of the exemptions at Appendix A of the CPRs.

Because CSIRO is another Commonwealth entity the buyer has adequate justification for conducting the procurement through a limited tender in accordance with exemption number two contained in Appendix A of the CPRs: *'procurement of goods and services by a relevant entity from another Commonwealth, state, territory or local government entity'*.

The buyer creates a procurement registration in the myWorkplace procurement system. The buyer justifies the process in the 'Explanation of Procurement Process' field. This involves documenting how the procurement meets the exemption. The documentation must also outline how the process represents value for money, in the absence of a competitive quoting process. In this instance, as CSIRO is a Commonwealth entity and is the sole provider of the product, the proposed procurement meets the exemption and seeking other quotes for the product would not be possible. The buyer justifies the need for the product in the 'Justification for Procurement' field. The buyer completes the remaining fields in the registration and the Approval Form. The buyer ensures the correct exemption is selected in the Limited Tender section of the Approval Form. The form is sent to an appropriate delegate for approval.

What should the Financial Delegate do?

The delegate checks that the documentation provided appropriately justifies the need for procurement and the process that was followed. This includes that the appropriate exemption was selected in the limited tender section of the Approval Form. The delegate considers whether the procurement represents a proper use of public resources and value for money.

Financial delegates can refer to the below checklist to ensure that they are meeting their requirements in providing approval in accordance with the PGPA Act.

Attachment 1

Limited tender above the threshold checklist for delegates	Compliant
Do you have the delegation to approve the procurement? Information on delegations can be found at Delegations and Authorisations .	<input type="checkbox"/>
Is there sufficient budget to cover the proposed arrangement?	<input type="checkbox"/>
Is the procurement need justified? Based on the information provided as part of the approval process, the delegate should have a clear understanding of why the goods and /or services are required and how they support the core outcomes of the Department.	<input type="checkbox"/>
Is the procurement process being undertaken appropriate? Has the project officer adequately explained the procurement process and is this sufficiently competitive?	<input type="checkbox"/>
Does the procurement meet an exemption outlined in Appendix A or a condition for limited tendering outlined in section 10.3 of the CPR? Does the documentation in the Approval Form sufficiently explain why?	<input type="checkbox"/>
If a limited tender condition has been selected, have the circumstances and conditions that justify the use of a limited tender and how the procurement represents value for money in the circumstances been appropriately documented?	<input type="checkbox"/>
Does the procurement represent a proper use of public resources and value for money?	<input type="checkbox"/>

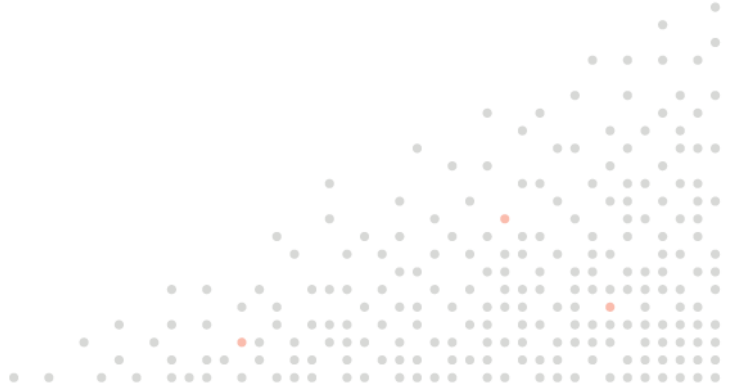


Table of changes to the CPRs – Commencing 1 January 2019

CPR change	General comment
Foreword	Updated the text to include reference to AusTender and achieving value for money.
Procurement framework (2.4)	Added reference to mandated Commonwealth Contracting Suite which simplifies and streamlines processes.
International Obligations (2.14)	Removed 'bilateral' from reference to Free Trade Agreements for accuracy.
Compliance with the CPRs (3.7)	Added the Regional Investment Corporation as they are covered by Australia's existing international obligations and must apply the CPRs.
Achieving value for money (4.5)	Added text that notes 'price is not the sole factor when considering value for money'. Additionally, included 'use of recycled products' as an example of environmental sustainability at 4.5(e).
Whole of life costs (4.6)	Included reference to 'operating costs' in relation to consideration of whole of life costs.
Third Party Procurement (new 4.16)	No change to text just split previous paragraph 4.15 into two for clarity.
Non-discrimination (new 5.4)	No change to text just split previous paragraph 5.3 into two for clarity.
Ethical behaviour (6.8)	New text has been added requiring relevant entities to also apply <u>timely</u> complaint-handling procedures, including providing acknowledgement soon after the complaint has been received.
Records (new 7.3)	No change to text just split previous paragraph 7.2 into two for clarity.

CPR change	General comment
Notifications to the market (new 7.11)	No change to text just split previous paragraph 7.9 into two for clarity.
Providing Information (7.16)	Changed 'documentation' to 'request documentation' as defined in Appendix B.
Procurement Method (9.1) and (9.9)	Removed prequalified tender as a procurement method and reference to the Legal Services Multi-Use List no longer in use.
Limited Tender (9.11)	Included new paragraph that notes a justification for conducting a limited tender valued at or above the relevant threshold must be reported on AusTender (already implemented as at 1 July 2018). This was previously <u>only</u> required to be kept internally.
Procurement from standing offers (9.12)	Specified that procurements from standing offers <u>are not</u> subject to Division 2 rules, but must still comply with Division 1 rules.
Conditions for limited tender (10.3)	Amended 10.3(a) to include 'open' approach to market now that prequalified tender has been removed.
Conditions for limited tender (10.4)	Relevant entities are required to meet the rules in paragraphs 10.9 - 10.13 when conducting a limited tender above the relevant threshold. This now includes the rules in relation to specifications.
Specifications (10.9 - 10.10)	Restructured and amended paragraphs 10.9 and 10.10 to reflect the provisions on international standards in the TPP-11 and WTO GPA.
Conditions for Participation (10.19)	Amended 10.19(b) from 'occupational' to 'workplace' health and safety for consistency with legislation.
Minimum time limits (10.24)	Changed the minimum tender timeframe for commercial goods and services from 10 days to 13 days if submissions are not accepted electronically.
Contract Management/Standard Verification (10.39)	In relation to applying a standard and related enquires about compliance, the reference to 'Australian, or in its absence, international' has been removed, as 'standard' is already defined in Appendix B.

CPR change	General comment
Appendix A: Exemption 1 and 10	Exemption 1: updated to clarify it includes 'leasing'. Exemption 10: removed motor vehicle exemption.
Appendix B: Definitions	Included a definition for 'Commonwealth entity' and remove prequalified tender and references to the Legal Services Multi-Use-List no longer in use.



Contract Management Plan for **insert contract number and title**

Guidance

This document is a template intended for complex procurements, generally for procurements valued at \$80,000 and over. However, it could be used to plan simpler lower valued procurements by removing unnecessary sections. The template may be adapted to address the requirements of a specific procurement action. A copy of the Plan is to be suitably filed (on a departmental file) for audit purposes. The Procurement Helpdesk (02 6274 7144) can provide further advice and assistance in developing this document. All notes in blue should be deleted from the final document.

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1. Background

1.1. Purpose of the plan

The initial wording of this section should set the context of the document e.g. The aim of this Plan is to outline how the Department will manage the contract for [name of the contract] from award to the completion of the contract period. The obligations of the relevant parties, services to be performed and the terms and conditions under which the agreement will operate are detailed in this plan.

Areas of this document can be subject to change and may require updating by the Contract Manager.

Information should be detailed enough to provide a clear understanding of the background of the contract.

Insert background information, provide a brief summary of the purchasing process, references to source documents, reason for the contract, objectives, options considered, analysis undertaken and key assumptions. Items to be addressed may include:

- Purpose of the contract;
- Objectives; and
- Scope.

1.2. Contract summary

The initial wording of this section should set the context of the document e.g.

Contract Number	
Contract Term include extension options	The Contract will commence from specific date or the date of contract award . The contract is for an initial period of xx years / The end date is specific date . There are (number) -year options available under this Contract or (delete option that is not applicable) No contract extension options available under this Contract
Contract Framework e.g. sole supplier, panel	
Approved Users	
Expected Major Users	
Estimated Contract Value	Include total contract value, pricing arrangements and fee variations. A milestones or fee schedule may also be included (if applicable).

1.3. Special conditions

List here any Special Conditions that are not already covered in the rest of this document

i.e.: Key conditions such as non-standard clauses, warranties and performance / bank guarantees, pre-contract arrangements or any additional conditions over and above those stated on the original tender. Where Special Conditions are too detailed to list here, general reference should be made to the appropriate documentation and contract clauses.

2. Contracting Parties

2.1. Service provider

Insert Service provider details, include Company name, phone/fax numbers, ABN, profile of organisation and contact details such as who has the authority to approve changes.

Company name: [insert name]

Address: 123 Smith Street
TUGGERANONG ACT 2600

Contact name:

Phone: [insert phone no.]

Fax: [insert fax no.]

Email: [insert email address]

2.2. Department of Infrastructure, Regional Development and Cities

Insert the Department's contact details, include Branch and Section name, phone/fax numbers, their involvement and key responsibilities in the contract.

Branch	Section	Contact	Phone	Fax	Responsibilities

2.2.1. Contract Manager

Insert the Department's Contract Manager contact details. Include key responsibilities and full time employee (FTE) allocation.

Contract manager: [insert name]

Branch: [insert branch]

Section: [insert section]

Phone: [insert phone]

Fax: [insert fax]

Email: [insert name]@infrastructure.gov.au

Responsibilities: Initial point of contact for the service provider for all correspondence
Maintain records of all interactions with the service provider
Provide advice on purchasing and contractual issues
[insert other responsibilities as required]

Note: In cases where a separate contract is let for project or contract management, provide details and responsibilities of the management service provider.

2.2.2. Contract Delegate

Insert contract delegate contact details.

Name: [insert name]

Title: [insert position]

Branch: [insert branch]

Phone: [insert number]

Fax: [insert number]

Email: [insert name]@infrastructure.gov.au

Responsibilities: Approve spending which is to be made under the contract
Authorise (within their delegation) variations to the contract

2.2.3. Major Stakeholders

Insert contact details and area/reason for interest.

3. Contract Details

3.1. Statement of requirements

Insert a summary of and references to appropriate contract clause/s and any significant points of interest.

3.1.1. Contract Deliverables/Milestones

Insert details of the contract deliverables and milestones in the table below (Please amend table as needed)

Deliverable/Milestone	Date	Payment	Performance/Quality Check

3.2. Service Standards Expected

Insert a summary of and references to appropriate contract clause/s and any significant points of interest.

3.3. Pricing and Remuneration Arrangements

Insert a summary of and references to appropriate contract clause/s and any significant points of interest

3.4. Price Variation

Should be the same as stated in the tender document and/or as negotiated with suppliers, eg:

Prices are fixed for the period of the Contract

or

Prices are fixed for the first year of the Contract

and/or

No price variation is payable unless and until approved by [title of approval delegate](#).

[Include any pre-agreed formula/process for price variations.](#)

3.5. Payment conditions

If there is a clause in the request documents stating payment conditions it should be inserted at this point.

Detail should also be provided on how the payment schedule is set up. Examples include lump sum on completion or delivery, payment on completion of deliverables, monthly for work done to date. Include any target dates, milestones e.g. to meet funding commitments, draft report provided, final report provided and accepted.

3.6. Contract Duration

Insert a summary of and references to appropriate contract clause/s and any significant points of interest. Include extension options or renewal periods.

3.7. Key Conditions of Contract

Insert appropriate contractual clause/s. Clauses such as insurances, warranties and performance or bank guarantees.

3.8. Document Register

Insert documents register (delete if not applicable).

Provide a list of the documents that are associated with the contract e.g., procurement plan, tender documents, evaluation plan and report, the formal offer to the service provider, the acceptance letter from the service provider etc. and where they can be found. This should include file numbers and any other identifying information.

Eg. This register provides an up-to-date list of all documents relating to the contract, including purpose, current version/amendment status, file number and location.

Document Name	Purpose	Version	Location

4. Contract Stages

For each of the sections below, include the desired objective and methods/procedures to be followed (in some cases these will be included in the contract), a summary of the development process including key

facts and assumptions, and references to and location of the source data. An activities checklist could be developed for each section.

4.1. Stage 1 – Initial Contract Award

Stage 1 requires fully understanding the contract, and planning for the requirements.

4.1.1. *Contract Manager*

Insert details of transition responsibilities and a schedule, if appropriate.

Transition covers the period between the signing of the contract and the commencement of product/service delivery.

Key issues to consider include:

- Planning the hand over
- Managing the implementation
- Implementing monitoring systems.

4.1.2. *Relationships*

eg. In the delivery of this contract there are a number of parties with various levels of contractual, financial and reporting involvement. (Delete if not applicable)

4.1.3. *Communication strategies*

Between the contracting parties

How regularly will contract review meetings be held between the service provider and the contract manager? How frequently do the parties need to meet in relation to operational matters? This could be as simple as phone conversations to verify that scheduled deliveries are occurring on time or in accordance with the contract.

With Stakeholders

Who are the stakeholders? What are the key methods to be used for liaison, reporting, signalling problems etc.

4.1.4. *Statutory/Regulatory Requirements*

eg. Insert contractual clauses specifying method/procedures to be followed.

eg. The identification and treatment of:

- Occupational Health & Safety;
- Environmental;
- Financial;
- Industrial relations;
- Human resources; and/ or
- Commonwealth, State and Local Government licences and approvals.
- Reporting requirements, which should include:
 - What is to be reported (e.g. turnover by agency/ product);
 - Reporting format (written and / or verbal);
 - Frequency (weekly, fortnightly or monthly); and
 - Source of Information (customer or service provider offices)

Identify and insert a list of and schedule for activities or tasks.

4.2. Stage 2 – Contract Administration

4.2.1. Risk Identification and Management Strategies

Insert information on risk planning that has been undertaken, decisions to treat this procurement as a high risk project such as construction work, Information Technology services or facilities management. (Attach Risk Management Plan documented using the [Risk Management Toolkit](#))

Note: Risk assessment and management strategy should include:

- an explanation of each risk;
- how the risk is to be managed;
- what action is to be taken on occurrence of any of the identified risks (risks may vary during the contract and the contract management plan will need to be updated accordingly);
- costs that may be incurred.

4.2.2. Performance Monitoring and Reporting

Insert monitoring methodology and schedule and reporting requirements. Identify main services to be provided, critical success factors, key performance indicators and milestones. Develop and document the performance provisions as part of the risk management strategy.

Note: the service provider's performance must be assessed objectively against predetermined, clearly understood and agreed criteria. Include reasons for any variation from performance targets.

4.2.3. Finance and Budgets

Insert invoicing and verification procedures, attach payment schedule (if applicable).

4.2.4. Insurances

Insert contractual clauses specifying procedures whereby the service provider provides evidence of the existence and currency of insurance policies required by the contract. Attach Certificate of Currency, Cover note or like documentation.

4.2.5. Dispute Resolution

Insert appropriate contractual clauses. Include procedures specified in the contract for the contract manager to monitor and report on the service provider's performance including the severity of any breaches, the need to seek redress and sources specified for redress.

4.2.6. Contract Change/Variation

Insert appropriate contractual clauses and procedures to be followed for variation approval.

4.2.7. Complaints Procedure

Insert appropriate contractual clauses and provide details of complaints handling mechanism.

4.2.8. Termination

In the event of the Service provider failing in any manner to carry out the Contract to the Department of Infrastructure, Transport, Cities and Regional Development satisfaction, the Contract Delegate may terminate the Contract by written notice to the Service provider.

Reasons may include those stipulated in the General Conditions of Contract for the Provision of Services, Goods etc.

Note: Prior to any termination, legal advice should be sought to ensure that there are sufficient and legal grounds to terminate. Otherwise the Department maybe in breach of the Contract and held liable for damages or other legal action by the Service provider.

4.2.9. Service Provider Meetings

It may be useful to provide a schedule of meetings specific to the contract. For example a listing of the quarterly meetings held throughout the term of the contract.

4.2.10. Annual review of contract management plan

For purposes of consistency, accountability and transparency, the Contract Management Plan is to be reviewed by [Contract Manager or other title](#) and signed off by [Contract Delegate title](#) on, or before, the annual anniversary date of the Contract.

Changes to the Plan should be summarised and noted in the comments section by [Contract Manager or other title](#) prior to submission to [Contract Delegate title](#).

The [Contract Delegate title](#) is to sign and date the inside cover of the Plan.

4.3. Stage 3 – Contract Finalisation

4.3.1. Completion/Renewal

Detail arrangements for completion such as certificates, bank guarantees, retention monies, transition out, hand over, return of loan equipment and unused materials, and final performance reports.

4.3.2. Review and Evaluation

The contract management plan should outline the process that will be followed in assessing whether to extend, renew or finalise the contract and the steps to be taken on contract recall as the contract nears expiry.

4.3.3. Renewal or extension

Does the Contract contain provisions for renewal or extension? If so, how and who will decide if renewal or extension will be implemented?

The Contract Manager will need to determine:

- what is the initial contract value;
- what is the estimated value of extension;
- how many variations have been issued to date;
- what details are there regarding the current service provider's performance;
- what is the reason for extending the contract including, but not limited to, the benefits and anticipated cost;
- what are the expected savings as a result of the extension;
- does the renewal/extension still meet the Value For Money test?; and
- what is the impact of not extending the contract?

Detail:

- requirements for review and evaluation of the project against the objective;
- plans;
- prescribed processes;
- customer satisfaction and audit requirements;
- documentation of lessons learnt; and
- project completion report requirements.

4.3.4. Transition out

Are there any handover, training or special transition arrangements to be undertaken at completion of the project?

4.3.5. Defects Liability Period

Detail the length of period and service provider's obligations during this period. (Delete if not applicable)

4.4. Stage 4 – Contract Audit Trail

4.4.1. Audit

Insert audit processes, detail the requirements for both internal and independent audits and elements of the contract to be audited, including (but not limited to) timeliness of service delivery, satisfaction of KPIs and customer satisfaction.

4.4.2. Future Improvements

Insert recommendations for improvements to the service or goods, the contract and contract management process.

4.4.3. Appendices

Attach appendices - depending upon the type and scope of the contract a variety of appendices may be required, including:

- Service level agreements.
- Site plans.
- Site diaries.
- Final works schedule.
- Assets register updating.
- User/client survey questionnaire.

Customised UNSPSC Code Set – July 2014

Code	Title
	Live Plant and Animal Material and Accessories and Supplies
10100000	Live animals
10110000	Domestic pet products
10120000	Animal feed
10130000	Animal containment and habitats
10140000	Saddlery and harness goods
10150000	Seeds and bulbs and seedlings and cuttings
10160000	Floriculture and silviculture products
10170000	Fertilizers and plant nutrients and herbicides
10190000	Pest control products
	Mineral and Textile and Inedible Plant and Animal Materials
11100000	Minerals and ores and metals
11110000	Earth and stone
11120000	Non edible plant and forestry products
11130000	Non edible animal products
11140000	Scrap and waste materials
11150000	Fibres and threads and yarns
11160000	Fabrics and leather materials
11170000	Alloys
11180000	Metal oxide
11190000	Metal waste and scrap
	Chemicals including Bio Chemicals and Gas Materials
12130000	Explosive materials
12140000	Elements and gases
12160000	Additives
12170000	Colorants
12180000	Waxes and oils
12190000	Solvents
12350000	Compounds and mixtures
	Resin and Rosin and Rubber and Foam and Film and Elastomeric Materials
13100000	Rubber and elastomers
13110000	Resins and rosins and other resin derived materials
	Paper Materials and Products
14100000	Paper materials
14110000	Paper products
14111500	Printing and writing paper
14111509	Stationery
14120000	Industrial use papers
14121503	Cardboard
	Fuels and Fuel Additives and Lubricants and Anti corrosive Materials
15100000	Fuels
15110000	Gaseous fuels and additives
15120000	Lubricants and oils and greases and anti corrosives
15130000	Fuel for nuclear reactors
	Mining and Well Drilling Machinery and Accessories
20100000	Mining and quarrying machinery and equipment
20110000	Well drilling and operation equipment
20120000	Oil and gas drilling and exploration equipment
20130000	Oil and gas drilling and operation materials
	Farming and Fishing and Forestry and Wildlife Machinery and Accessories
21100000	Agricultural and forestry and landscape machinery and equipment
21110000	Fishing and aquaculture equipment
	Building and Construction Machinery and Accessories

22100000	Heavy construction machinery and equipment
	Industrial Manufacturing and Processing Machinery and Accessories
23100000	Raw materials processing machinery
23120000	Textile and fabric machinery and accessories
23130000	Lapidary machinery and equipment
23140000	Leatherworking repairing machinery and equipment
23150000	Industrial process machinery and equipment and supplies
23160000	Foundry machines and equipment and supplies
23180000	Industrial food and beverage equipment
23190000	Mixers and their parts and accessories
23200000	Mass transfer equipment
23210000	Electronic manufacturing machinery and equipment and accessories
23220000	Chicken processing machinery and equipment
23230000	Sawmilling and lumber processing machinery and equipment
	Material Handling and Conditioning and Storage Machinery and their Accessories and Supplies
24100000	Material handling machinery and equipment
24102000	Shelving and storage
24110000	Containers and storage
24120000	Packaging materials
24130000	Industrial refrigeration
24140000	Packing supplies
	Commercial and Military and Private Vehicles and their Accessories and Components
25100000	Motor vehicles
25101500	Passenger motor vehicles
25101600	Product and material transport vehicles
25101700	Safety and rescue vehicles
25101801	Motorcycles
25101900	Specialised and recreational vehicles
25102000	War vehicles
25102100	Truck tractors
25110000	Marine transport
25111500	Commercial marine craft
25111700	Military watercraft
25111900	Marine craft systems and subassemblies
25120000	Railway and tramway machinery and equipment
25130000	Aircraft
25131500	Powered fixed wing aircraft
25131600	Civilian and commercial rotary wing aircraft
25131700	Military fixed wing aircraft
25131707	Reconnaissance or surveillance aircraft
25131800	Specialty aircraft
25131900	Military rotary wing aircraft
25132000	Recreational aircraft
25150000	Spacecraft
25151700	Satellites
25160000	Non motorized cycles
25170000	Transportation components and systems
25180000	Vehicle bodies and trailers
25190000	Transportation services equipment
25191500	Air transportation support systems and equipment
25191700	Vehicle servicing equipment
25200000	Aerospace systems and components and equipment
25202500	Aircraft equipment
	Power Generation and Distribution Machinery and Accessories
26100000	Power sources

26110000	Batteries and generators and kinetic power transmission
26120000	Electrical wire and cable and harness
26130000	Power generation
26140000	Atomic and nuclear energy machinery and equipment
27000000	Tools and General Machinery
	Structures and Building and Construction and Manufacturing Components and Supplies
30100000	Structural materials and basic shapes
30110000	Concrete and cement and plaster
30120000	Roads and landscape
30130000	Structural building products
30140000	Insulation
30150000	Exterior finishing materials
30160000	Interior finishing materials
30170000	Doors and windows and glass
30180000	Plumbing fixtures
30190000	Construction and maintenance support equipment
30200000	Prefabricated structures
30220000	Permanent structures
30222012	Airport buildings
30222013	Airport control tower
30222014	Airfield
30222015	Runway
30222500	Accommodation structures
30222703	Warehouse stores
	Manufacturing Components and Supplies
31100000	Castings
31110000	Extrusions
31120000	Machined castings
31130000	Forgings
31140000	Mouldings
31150000	Rope and chain and cable and wire and strap
31160000	Hardware
31170000	Bearings and bushings and wheels and gears
31180000	Gaskets and seals
31190000	Grinding and polishing and smoothing materials
31200000	Adhesives and sealants
31210000	Paints and primers and finishes
31220000	Dyeing and tanning extracts
31230000	Machined raw stock
31240000	Industrial optics
31250000	Pneumatic and hydraulic and electric control systems
31260000	Housings and cabinets and casings
31270000	Machine made parts
31280000	Stampings and sheet components
31290000	Machined extrusions
31300000	Machined forgings
31310000	Fabricated pipe assemblies
31320000	Fabricated bar stock assemblies
31330000	Fabricated structural assemblies
31340000	Fabricated sheet assemblies
31350000	Fabricated tube assemblies
31360000	Fabricated plate assemblies
31370000	Refractoriness
31380000	Magnets and magnetic materials
	Electronic Components and Supplies
32100000	Printed circuits and integrated circuits and micro assemblies

32110000	Discrete semiconductor devices
32120000	Passive discrete components
32130000	Electronic hardware and component parts and accessories
32140000	Electron tube devices and accessories
	Electrical Systems and Lighting and Components and Accessories and Supplies
39100000	Lamps and light bulbs and lamp components
39110000	Lighting and Fixtures and Accessories
39120000	Electrical equipment and components and supplies
	Distribution and Conditioning Systems and Equipment and Components
40100000	Heating and ventilation and air circulation
40101701	Air conditioners
40140000	Fluid and gas distribution
40150000	Industrial pumps and compressors
40160000	Industrial filtering and purification
	Laboratory and Measuring and Observing and Testing Equipment
41100000	Laboratory and scientific equipment
41110000	Measuring and observing and testing instruments
41120000	Laboratory supplies and fixtures
42000000	Medical Equipment and Accessories and Supplies
42120000	Veterinary equipment and supplies
42140000	Patient care and treatment products and supplies
42150000	Dental equipment and supplies
42170000	Emergency and field medical services products
42210000	Independent living aids for the physically challenged
42211700	Communication aids for the physically challenged
42240000	Orthopaedic and prosthetic and sports medicine products
42250000	Physical and occupational therapy and rehabilitation products
42260000	Postmortem and mortuary equipment and supplies
42270000	Respiratory and anaesthesia and resuscitation products
42300000	Medical training and education supplies
	Information Technology Broadcasting and Telecommunications
43190000	Communications Devices and Accessories
43191501	Mobile phones
43191510	Two way radios
43200000	Components for information technology or broadcasting or telecommunications
43210000	Computer Equipment and Accessories
43211500	Computers
43211501	Computer servers
43211503	Notebook computers
43211507	Desktop computers
43211512	Mainframe computers
43211600	Computer accessories
43211711	Scanners
43212100	Computer printers
43220000	Data Voice or Multimedia Network Equipment or Platforms and Accessories
43221500	Call management systems or accessories
43222500	Network security equipment
43222800	Telephony equipment
43223000	Teletype equipment
43230000	Software
	Office Equipment and Accessories and Supplies
44100000	Office machines and their supplies and accessories
44101700	Printer and photocopier and facsimile accessories
44103100	Printer and facsimile and photocopier supplies
44110000	Office and desk accessories
44111515	File storage boxes or containers
44120000	Office supplies

	Printing and Photographic and Audio and Visual Equipment and Supplies
45100000	Printing and publishing equipment
45101700	Printing accessories
45110000	Audio and visual presentation and composing equipment
45111900	Phone and video conference equipment and hardware and controllers
45120000	Photographic or filming or video equipment
45121500	Cameras
45121600	Camera accessories
45130000	Photographic and recording media
45131700	Media storage
	Defence and Law Enforcement and Security and Safety Equipment and Supplies
46100000	Light weapons and ammunition
46101800	Arms and ammunition accessories
46110000	Conventional war weapons
46120000	Missiles
46130000	Rockets and subsystems
46140000	Launchers
46150000	Law enforcement
46151600	Security and control equipment
46160000	Public safety and control
46161600	Water safety
46170000	Security surveillance and detection
46171500	Locks and security hardware and accessories
46171600	Surveillance and detection equipment
46171604	Alarm systems
46171610	Security cameras
46171619	Security or access control systems
46180000	Personal safety and protection
46181500	Safety apparel
46181700	Face and head protection
46182300	Fall protection and rescue equipment
46190000	Fire protection
46191500	Fire prevention
46191600	Fire fighting equipment
	Cleaning Equipment and Supplies
47100000	Water and wastewater treatment supply and disposal
47110000	Industrial laundry and dry cleaning equipment
47120000	Janitorial equipment
47121800	Cleaning equipment
47130000	Cleaning and janitorial supplies
47131703	Sanitary waste receptacles
48000000	Service Industry Machinery and Equipment and Supplies
48100000	Institutional food services equipment
48110000	Vending machines
	Sports and Recreational Equipment and Supplies and Accessories
49100000	Collectibles and awards
49101701	Medals
49120000	Camping and outdoor equipment and accessories
49130000	Fishing and hunting equipment
49140000	Watersports equipment
49150000	Winter sports equipment
49170000	Gymnastics and boxing equipment
49180000	Target and table games and equipment
49200000	Fitness equipment
49220000	Sports equipment and accessories
49240000	Recreation and playground and swimming and spa equipment and supplies
50000000	Food and Beverage Products

50110000	Meat and poultry products
50120000	Seafood
50130000	Dairy products and eggs
50170000	Seasonings and preservatives
50180000	Bread and bakery products
50190000	Prepared and preserved foods
50192700	Packaged combination meals
50200000	Beverages
50220000	Cereal and pulse products
51000000	Drugs and Pharmaceutical Products
	Domestic Appliances and Supplies and Consumer Electronic Products
52100000	Floor coverings
52120000	Bedclothes and table and kitchen linen and towels
52130000	Window treatments
52140000	Domestic appliances
52150000	Domestic kitchenware and kitchen supplies
52160000	Consumer electronics
52161500	Audio and visual equipment
52170000	Domestic wall treatments
	Apparel and Luggage and Personal Care Products
53100000	Clothing
53102700	Uniforms
53110000	Footwear
53120000	Luggage and handbags and packs and cases
53130000	Personal care products
53140000	Sewing supplies and accessories
	Timepieces and Jewellery and Gemstone Products
54100000	Jewellery
54110000	Timepieces
54120000	Gemstones
	Published Products
55100000	Printed media
55101500	Printed publications
55110000	Electronic reference material
55120000	Signage and accessories
	Furniture and Furnishings
56101500	Furniture
56101700	Office furniture
56110000	Commercial and industrial furniture
56111500	Workstations and office packages
56112005	Computer support parts or accessories
56120000	Classroom and instructional and institutional furniture and fixtures
	Musical Instruments and Games and Toys and Arts and Crafts and Educational Equipment and Materials and Accessories and Supplies
60100000	Developmental and professional teaching aids and materials and accessories and supplies
60110000	Classroom decoratives and supplies
60120000	Arts and crafts equipment and accessories and supplies
60121000	Art
60130000	Musical Instruments and parts and accessories
60140000	Toys and games
	Farming and Fishing and Forestry and Wildlife Contracting Services
70100000	Fisheries and aquaculture
70110000	Horticulture
70111705	Cemetery upkeep services
70120000	Livestock services
70130000	Land and soil preparation and management and protection

70131701	Land use planning
70140000	Crop production and management and protection
70150000	Forestry
70160000	Wildlife and flora
70170000	Water resources development and oversight
	Mining and oil and gas services
71110000	Oil and gas exploration services
71120000	Well drilling and construction services
71123000	Mining and oil and gas integrated services
71123001	Management and provision of all facilities engineering modification and maintenance services for a site or platform
71130000	Oil and gas extraction and production enhancement services
71140000	Oil and gas restoration and reclamation services
71150000	Oil and gas data management and processing services
71160000	Oil and gas well project management services
	Building and Construction and Maintenance Services
72100000	Building construction and support and maintenance and repair services
72101500	Building support services
72101700	Concrete work
72101900	Interior finishing
72102100	Pest control
72101903	Finish carpentry or cabinetry
72102200	Electrical services
72102300	Plumbing and heating and air conditioning
72102400	Painting and paper hanging
72102500	Masonry and stonework and tile setting
72102600	Carpentry
72102700	Flooring service
72102800	Refurbishing services
72102900	Grounds maintenance services
72103000	Site preparation services
72130000	General building construction
72131600	Commercial or industrial construction
	Industrial Production and Manufacturing Services
73100000	Plastic and chemical industries
73110000	Wood and paper industries
73120000	Metal and mineral industries
73130000	Food and beverage industries
73140000	Fibres and textiles and fabric industries
73150000	Manufacturing support services
73160000	Machinery and transport equipment manufacture
73170000	Manufacture of electrical goods and precision instruments
73180000	Machining and processing services
	Industrial Cleaning Services
76100000	Decontamination services
76101602	Asbestos decontamination or removal
76110000	Cleaning and janitorial services
76111500	General building and office cleaning and maintenance services
76111506	Interior plant landscaping services
76120000	Refuse disposal and treatment
76121500	Refuse collection and disposal
76121900	Hazardous waste disposal
76130000	Toxic and hazardous waste cleanup
	Environmental Services
77100000	Environmental management
77101600	Environment planning
77101800	Environmental auditing

77101707	Ecological advisory services
77110000	Environmental protection
77111500	Environmental safety services
77120000	Pollution tracking and monitoring and rehabilitation
77130000	Pollutants tracking and monitoring and rehabilitation services
	Transportation and Storage and Mail Services
78100000	Mail and cargo transport
78101604	Vehicle transport services
78101804	Relocation services
78102200	Postal and small parcel and courier services
78102201	National postal delivery services
78102202	Post office box services
78102203	Mailing or mail pick up or delivery services
78110000	Passenger transport
78111500	Passenger air transportation
78111600	Passenger railway transportation
78111700	Passenger marine transportation
78111800	Passenger road transportation
78111804	Taxicab services
78111807	Parking fees
78111808	Vehicle rental
78111809	Vehicle leasing
78120000	Material packing and handling
78121600	Material handling services
78131602	File archive storage
78131800	Specialized warehousing and storage
78131804	Document storage services
78140000	Transport operations
78141501	Freight forwarders services
78181505	Vehicle inspection Services
78181800	Aircraft maintenance and repair services
78180000	Transportation repair or maintenance services
78181500	Vehicle maintenance and repair services
	Management and Business Professionals and Administrative Services
80100000	Management advisory services
80101504	Strategic planning consultation services
80101505	Corporate objectives or policy development
80101506	Organisational structure consultation
80101507	Information technology consultation services
80101508	Business intelligence consulting services
80101510	Risk management consultation services
80101600	Project management
80101601	Feasibility studies or screening of project ideas
80101603	Economic or financial evaluation of projects
80101604	Project administration or planning
80161508	Document Destruction Services
80101706	Professional procurement services
80101707	Lobbying services
80110000	Human resources services
80111506	Personnel relocation
80111509	Job Evaluation Services
80111600	Temporary personnel services
80111617	Architectural services
80111700	Personnel recruitment
80120000	Legal services
80121600	Business law services
80121800	Family law services

80130000	Real estate services
80131500	Lease and rental of property or building
80131501	Residential rental
80131503	Land Leases
80131600	Sale of property and building
80131800	Real estate management services
80140000	Marketing and distribution
80141500	Market research
80141600	Sales and business promotion activities
80141602	Public relation services
80141604	Branding of product naming services
80141605	Promotional merchandise
80141607	Events management
80141609	Sponsorship of event or celebrity
8014 1611	Official Gift Services
80141700	Distribution
80141800	Mailing services
80141900	Trade shows and exhibits
80150000	Trade policy and services
80160000	Business administration services
80161500	Management support services
80161505	Fleet management services
80161507	Audio visual services
80161601	Property management services
80161800	Office Equipment rental or leasing services
	Engineering and Research and Technology Based Services
81100000	Professional engineering services
81101500	Civil engineering
81101508	Architectural engineering
81102300	Aeronautical engineering
81110000	Computer services
81111000	Forensic IT Services
81111500	Software or hardware engineering
81111508	Application implementation services
81111600	Computer programmers
81111700	Management information systems MIS
81111800	System administrators
81111814	Infrastructure as a Service (IaaS Cloud)
81111900	Information retrieval systems
81111812	Computer hardware maintenance or support
81112000	Data services
81112002	Data processing or preparation services
81112100	Internet services
81112200	Software maintenance and support
81112400	Platform as a Service (PaaS – Cloud)
81112500	Software as a Service (SaaS – Cloud)
81112201	Maintenance or support fees
81120000	Economics
81121500	Economic analysis
81130000	Statistics
81140000	Manufacturing technologies
81141801	Safety or risk analysis
81150000	Earth science services
81151601	Mapping
	Editorial and Design and Graphic and Fine Art Services
82100000	Advertising
82101504	Newspaper advertising

82101600	Broadcast advertising
82101601	Radio advertising
82101602	Television advertising
82111500	Technical writing
82111603	Court reporting services
82111604	Transcribing services
82111800	Editorial and Support Services
82111804	Written translation services
82111900	News and publicity services
82120000	Reproduction services
82121500	Printing
82121505	Promotional or advertising printing
82121506	Publication printing
82121600	Engraving
82121700	Photocopying
82121800	Publishing
82121900	Bookbinding
82130000	Photographic services
82140000	Graphic design
82141501	Layout or graphics editing services
82150000	Professional artists and performers
82151500	Visual art services
	Public Utilities and Public Sector Related Services
83100000	Utilities
83101500	Water and sewer utilities
83101506	Water treatment services
83101600	Oil and gas utilities
83101800	Electric utilities
83101900	Energy conservation
83102000	Funeral services
83110000	Telecommunications media services
83111500	Local and long distance telephone communications
83111600	Mobile communications services
83112200	Enhanced telecommunications services
83120000	Information services
83121604	Online database information retrieval systems
	Financial and Insurance Services
84100000	Development finance
84101600	Aid financing
84101700	Debt management
84111500	Accounting services
84111600	Audit services
84111603	Internal audits
84120000	Banking and investment
84130000	Insurance and retirement services
84131500	Insurance services for structures and property and possessions
84131800	Retirement Funds
84140000	Credit agencies
84141602	Credit Card Service Providers
	Healthcare Services
85100000	Comprehensive health services
85101600	Healthcare provider support persons
85101700	Health administration services
85110000	Disease prevention and control
85120000	Medical practice
85121608	Psychologists services
85122100	Rehabilitation services

85122200	Individual health screening & assessment services
85130000	Medical science research and experimentation
85140000	Alternative and holistic medicine
85150000	Food and nutrition services
86000000	Education and Training Services
86101803	Vocational rehabilitation services
86141704	Library or documentation services
	Travel and Food and Lodging and Entertainment Services
90100000	Restaurants and catering
90101600	Banquet and catering services
90101700	Cafeteria services
90110000	Hotels and lodging and meeting facilities
90111500	Hotels and motels and inns
90111600	Meeting facilities
90111601	Conference centres
90111603	Meeting or banquet rooms
90111800	Hotel rooms
90120000	Travel facilitation
90121500	Travel agents
90121702	Interpreters
90130000	Performing arts
90140000	Commercial sports
90141503	Exhibitions
90150000	Entertainment services
	Personal and Domestic Services
91100000	Personal appearance
91110000	Domestic and personal assistance
	National Defence and Public Order and Security and Safety Services
92100000	Public order and safety
92101500	Police services
92110000	Military services and national defence
92111700	Military science and research
92120000	Security and personal safety
92121504	Security guard services
	Politics and Civic Affairs Services
93100000	Political systems and institutions
93110000	Socio political conditions
93120000	International relations
93121502	Consular services
93130000	Humanitarian aid and relief
93131500	Refugee programs
93131700	Health Programs
93131701	Anti tobacco campaigns
93131703	Research programs
93131705	Drug abuse prevention or control programs
93131800	Disaster preparedness and relief
93140000	Community and social services
93141707	Cultural heritage preservation or promotion services
93141805	Employment services
93141808	Occupational health or safety services
93150000	Public administration and finance services
93151501	Public enterprises management or financial services
93151505	Administrative agencies services
93151510	Administrative fees or tax collection services
93151515	National planning services
93160000	Taxation
93161602	Land tax

93170000	Trade policy and regulation
	Organisations and Clubs
94100000	Work related organisations
94101600	Professional associations
94110000	Religious organisations
94120000	Clubs
94130000	Civic organisations and associations and movements

Emergency

[ENTR](#) [Business Services](#) [Finance and Procurement](#) [Procurement](#)




Simple Procurement (Under \$80,000)

Simple Procurement (Under \$80,000)

Simple procurement is undertaken for procurements valued under \$80,000. For procurements valued at less than \$10,000, payment can be made via a direct invoice or on a Corporate Credit Card.

For procurements valued between \$10,000 and \$79,999, the most common procurement processes are via a limited tender or from a panel arrangement. Please refer to the [Procurement Manual](#) for information regarding these processes. The required templates are listed below, and relevant reference material is found on the main Procurement page.

Please note that all procurements, regardless of value, require a written contract. All Departmental officers are required to use the Commonwealth Contracting Suite (CCS) and Approach to Market (ATM) documentation available on the Department of Finance website ([Commonwealth Contracting Suite](#)) for all limited and open tender procurements valued up to \$200,000. This excludes procurements sourced from existing panel arrangements, where specific templates for each panel arrangement are to be used.

For the approach to market and contractual templates when procuring from an existing panel arrangement, please refer to the '[Procuring from a Panel Arrangement](#)' page, or contact the Grants and Procurement Team on x7144 .



Please refer to [Resource Management Guide No. 420](#) on the Department of Finance website to determine when it is appropriate to use the Commonwealth Contracting Suite.

Guidance on Processing a Simple Procurement in myWorkplace (SAP)

When you need to process a procurement of less than \$80,000 in myWorkplace you should refer to the [myWorkplace Procurement Solution User Guide](#), which gives step by step instructions on how to process various types of procurements.

Contact the [Procurement Advice Team](#) or the [Financial Operations Team](#) for further advice.

Please ensure that you get online commitment of relevant money & future year commitment approval (if required) prior to procuring any goods or services.

Simple Procurement Templates	
Name	
 Approach to Market Evaluation Plan	
 Simple Procurement Plan	



Was this information helpful?

Yes

Somewhat

No

Next content review date: 2 May 2017

Maintained by (Section): Portfolio Engage and Divisional Support

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Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications

Approach to Market Response Evaluation Plan



**ATM Evaluation Plan relating to
[insert details]**

ATM No. [insert ATM number]

Procurement Advice
and Reporting Team

Financial Services



Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

ATM RESPONSE EVALUATION PLAN

COMMERCIAL-IN-CONFIDENCE



ATM RESPONSE EVALUATION PLAN

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ATM RESPONSE EVALUATION PLAN

Guidance

This ATM Response evaluation plan should be used in conjunction with the [Commonwealth Contracting Suite](#) and sets out the methodology to be followed when evaluating supplier's responses. The guidance material is highlighted in yellow and should be deleted once this template is complete.

1. Introduction

- 1.1 The Commonwealth, represented by and acting through the Department of Infrastructure, Regional Development and Cities invited ATM Responses for the provision of goods and/or services specified in Attachment A.
- 1.2 The details of this ATM are specified in Attachment A.

2. Definitions

- 2.1 In this Evaluation Plan, unless the contrary intention appears:

Approach to Market or ATM means the notice inviting potential suppliers to participate in the procurement.

Closing Time means that date that ATM Responses must be received by the Department;

Delegate means the ultimate decision maker and delegate under the *Public Governance, Performance and Accountability Act 2013* in respect of this ATM process, namely *[insert name of decision maker in relation to the ATM process]*;

Customer means the Commonwealth of Australia, represented by and acting through the Commonwealth Department of Infrastructure and Regional Development;

Evaluator(s) means the person or persons who are responsible for evaluating the responses to the ATM;

Late Response means any response that has been received after the Closing Time;

Project Officer means *[insert name of Project Officer]*;

Potential Supplier means a person or organisation that has lodged an ATM Response;

Response means an offer to this ATM; and

Selection Criteria means the Selection Criteria set out in the ATM and duplicated in Attachment A of this ATM Evaluation Plan.



ATM RESPONSE EVALUATION PLAN

3. Methodology

3.1 This Evaluation Plan specifies the methodology that will be used in the assessment of ATM responses received to establish which offers the best value for money.

3.2 Process Overview

The evaluation process will be divided into the following stages:

- a) **Stage 1**- Preliminary stage involving establishing the evaluation team.
- b) **Stage 2** – Screening of ATM Responses to assess compliance with ATM Terms and Conditions for Participation (if any).
- c) **Stage 3** – Detailed assessment of ATM Responses including evaluation against criteria.
- d) **Stage 4** – Preparation of report and recommendations, submission of report to Decision Maker for approval.

4. Stage 1 - Preliminary

4.1 ATM Response Evaluation Committee

The first stage of the ATM Response evaluation process is to convene the evaluation committee; this should be completed prior to conducting the approach to market. The role of the evaluation committee is to evaluate all Responses against the requirements in the ATM. For more information regarding the requirements of the evaluation committee please refer to section 2.3.13 of the Procurement Manual. The evaluation committee will comprise the persons listed in Attachment A.

4.2 Confidentiality and Security.

All information relating to Responses must be treated as commercial in confidence. Responses and working documents containing Response information must be kept in commercial in confidence files. The files must be kept in locked filing cabinets and not left unattended in work areas. Responses must not be removed from Departmental premises or copied unless there is no practicable alternative. The requirements above do not apply to documents that are publicly available documents, such as the ATM. Staff involved in procurement must comply with the **APS Code of Conduct** at all times.

4.3 Conflicts of Interest

If an Evaluator is concerned that they may have an actual or perceived conflict of interest, they should inform their supervisor immediately. If necessary,



ATM RESPONSE EVALUATION PLAN

their supervisor may reallocate duties to avoid an actual or perceived conflict of interest. If there is concern that the Delegate may have a conflict of interest, the Evaluator(s) or the Delegate should consult with Legal Services, and any proposed course of action should be approved by Legal Services.

4.4 Late Responses

Any ATM Response not received by the Closing Time is a Late Response.

If the Department receives a Late Response, it should be excluded from consideration, unless the lateness is due to mishandling by the Department. Please note that if the Approach to Market was published on AusTender, then it is not possible to lodge a response electronically after the closing time. For an Approach to Market where responses are emailed back to the Department, officers need to check the time the email was sent to ensure this was before the closing time. It is important that this check is completed to ensure the process is fair and impartial. **NOTE that the Evaluator(s) must be careful to ensure that, in accepting a Late Response, the Department is not giving an unfair advantage to the Potential Supplier over other Potential Suppliers that have submitted their Response before the Closing Time.**

If any Late Responses are received the Evaluator(s) should:

- (a) advise the Potential Supplier in writing (an email will be sufficient) that the ATM Response was received after the Department's closing time and that without evidence satisfying the Department that the lateness was due to mishandling by the Department the Late Response will not be considered; and
- (b) only accept Late Responses if there is evidence of mishandling by the Department or some other compelling reason.

5. Stage 2 – Screening for Compliance

- 5.1 The first step in evaluating responses is screening for compliance with the Commonwealth Approach to Market Terms and Mandatory Conditions for Participation.
- 5.2 Responses which comply with the ATM Terms and Mandatory Conditions for Participation will be subject to evaluation against the criteria.

Mandatory Conditions for Participation

- 5.2 The Evaluation Committee will screen responses to identify those which have failed to comply with the Mandatory Conditions for Participation.
-



ATM RESPONSE EVALUATION PLAN

- 5.3 The Mandatory Conditions for Participation which Potential Suppliers must meet in order to be evaluated against the criteria by the Department are identified in section A.A.2 of the Approach to Market.
- 5.4 Subject to section 5.8, Responses which do not satisfy the Mandatory Conditions for Participation must be excluded from further consideration.
- 5.5 If any responses are found to be non-compliant, this should be documented in the Evaluation Report including reasons for non-compliance.

ATM Terms

- 5.6 The Evaluation Committee will screen responses to ensure compliance with the Approach to Market Terms.
- 5.7 Specifically, the Evaluation Committee should check whether:
 - 1. Potential Suppliers have submitted responses using the *Responses to the ATM form* provided (with all details provided in English and prices quoted in Australian currency).
 - 2. A Response contains an alteration, erasures, illegibility, ambiguity or incomplete details. The Department may decline to consider such a Response under section A.B.4 of the ATM Terms.
 - 3. A clarification is required from the Potential Supplier as allowed under section A.B.7

Unintentional errors of form and clarifications

- 5.8 If the Evaluation Committee considers that there is an unintentional error of form in a Response, including a Potential Supplier's failure to explicitly address the Mandatory Conditions for Participation, the Evaluation Committee may in its discretion, allow the Response to be clarified or additional information sought in accordance with section A.B.4 of the Approach to Market Terms. In doing so, the Department will not allow any Potential Supplier to substantially tailor or amend their Response. The Department may also, in its absolute discretion, decline to accept any correction or clarification (as the case may be) if it considers that to accept it would create unfairness in the Approach to Market process. If the Department gives a Potential Supplier an opportunity to correct an unintentional error of form it will provide the same opportunity to all Potential Suppliers.



ATM RESPONSE EVALUATION PLAN

- 5.9 If the Evaluation Committee finds a potential unintentional error of form then the Procurement Advice and Reporting Team should be contacted for advice in the first instance.
- 5.10 The Delegate should be approached to make the final decision as to whether the Potential Supplier should be approached for clarification.
- 5.11 Clarifications should be sought in writing. Potential Suppliers should be informed that the request for clarification is not an opportunity to substantially tailor or amend their Response.
- 5.12 Requests for clarification must specifically identify the aspects of the Response that require clarification. Potential Suppliers will be advised that if they do not respond to the clarification question, the sections of the Response in respect of which clarification is sought cannot be taken into account.

6. Stage 3 – Evaluation against criteria

- 6.1 Responses which comply with the ATM Terms and Mandatory Conditions for Participation will be subject to evaluation against the criteria.
- 6.2 If compliant the Evaluator(s) must assess all Responses against all Selection Criteria, using the same processes and treating all Responses fairly and equitably.
- 6.3 The Selection Criteria includes:

No.	Criteria
1.	The extent to which the potential suppliers offer meets the Commonwealth’s requirement set out in the ATM.
2.	The potential suppliers proven capacity to provide the requirement.
3.	The total costs to be incurred by the Commonwealth.

- 6.4 The Evaluator(s) must decide which ATM Response(s) represent the best value for money for the Commonwealth, taking into account:
 - a) the quality of the goods and services;
 - b) fitness for purpose of the proposal;
 - c) the potential supplier’s relevant experience and performance history;
 - d) flexibility of the proposal (including innovation and adaptability over the lifecycle of the procurement);
-



ATM RESPONSE EVALUATION PLAN

- e) environmental sustainability of the proposed goods and services (such as energy efficiency and environmental impact);
- f) whole of life costs;
- g) the relative risk of each proposal;
- h) financial consideration including all relevant direct and indirect benefits and costs over the whole procurement cycle; and
- i) the evaluation of contract options (for example, contract extension options).

6.5 The evaluation of ATM Responses against the criteria should be made using the following steps:

Step 1	Each Evaluator should use the Commonwealth Contracting Suite ATM Response Evaluation Template Individual Evaluation Worksheet to assess the following: <ul style="list-style-type: none"> • the extent to which the potential suppliers offer meets the Commonwealth’s requirements, and • the suppliers proven capacity to provide the requirement set out in the ATM. The rating system set out in paragraph 6.6 should be used.
Step 2	The Evaluator(s) must consider whether there are any risk factors that must be taken into account and, if so, whether that has any effect on the rating of the ATM Responses.
Step 3	The individual ratings and comments for each Selection Criteria must be discussed and agreed upon amongst the members of the Evaluation Panel in order to determine the final rating for each supplier against each of the Selection Criteria. Evaluation of costings should also occur at this time.
Step 4	ATM Responses must then be ranked based on suitability and the overall value for money assessment.

6.6 The Evaluator(s) must assess and score each ATM Response for each Selection Criterion 1 and 2 using the scoring method set out below. The descriptions in the ‘ATM Response’ column are intended to act only as guidance on assessing ratings. They are not intended to be wholly exclusive of the issues to be taken into account, nor to be applied literally.



ATM RESPONSE EVALUATION PLAN

Rating	ATM Response
Very Good (5)	The Response satisfies the evaluation criterion to a very high standard and presents minimal or no risk to the Commonwealth and its claims are fully supported by the information provided.
Good (4)	The Response satisfies the evaluation criteria to a high standard and/or presents limited risk to the Commonwealth and the claims are supported by the information provided.
Satisfactory (3)	The Response satisfies the evaluation criteria to a satisfactory degree and/or presents an acceptable level of risk to the Commonwealth. There are some minor deficiencies and shortcomings in the information provided.
Poor (2)	The Response barely satisfies the evaluation criteria and/or presents some degree of unacceptable risk to the Commonwealth. There are major deficiencies in the information provided.
Unsatisfactory (1)	The Response does not satisfy the evaluation criterion and/or presents an unacceptable level of risk to the Commonwealth.

* A **Poor** or **Unsatisfactory** rating for one or more evaluation criteria will exclude the Respondent from further participation in the procurement process.

- 6.7 The Evaluation Committee may meet to discuss its detailed assessment against the Selection Criteria and finalise whether clarification is required before generating a Technical Score.
- 6.8 The Evaluation Committee may, in forming its recommendations, seek the views of any referees listed in the Response and from any other referees of the Department’s choosing in order to verify its evaluation of Responses. The Evaluation Committee may confine its referee checks to the preferred supplier.
- 6.9 When considering the risk factors of the ATM Response, the Evaluator(s) should also take into account the Potential Suppliers acceptance of the terms of the draft contract, their compliance with Commonwealth policies (refer to section C.C.22 of the Commonwealth Contract Terms) and any financial viability risk. In assessing risks, the evaluator(s) will refer to the Department’s [Risk Management Guidelines](#).
- 6.10 The Evaluator(s) must document their decision so that it is clear that each ATM Response has been considered against all Selection Criteria, and the reasons for selecting the preferred supplier are clearly explained. The documentation must demonstrate that the same processes have been applied



ATM RESPONSE EVALUATION PLAN

to each ATM Response, and that all Potential Suppliers have been treated fairly and equitably.

7. Stage 4 - Submission to Delegate

- 7.1 The results of the evaluation process are documented in the Evaluation Report.
- 7.2 When the Evaluator(s) has made a decision they should submit their recommendation and reasons for the recommendation to the Delegate in writing through the completion of an Evaluation Report. Please refer to the [Commonwealth Contracting Suite](#) for access to the Evaluation Report.
- 7.3 The final version of the Evaluation Report should be signed by all members of the ATM evaluation committee. The final report should then be submitted to the Financial Delegate for approval.
- 7.4 The Delegate must consider the Evaluator(s) recommendations and make a decision. The Delegate may seek further information or assistance from the Evaluator(s) or Departmental staff prior to making the decision. If the decision departs from the recommendations of the Evaluator(s) the Delegate must state the reasons for this in writing.



ATM RESPONSE EVALUATION PLAN

The ATM	<i>[Insert details of the goods and/or services being procured]</i>
ATM Release Date	<i>[Insert details]</i>
ATM Closing Date	<i>[Insert closing date and time]</i>
Financial Delegate	<i>[Insert name and position of delegate]</i>
Evaluation Committee	<p>The Offer Evaluation Committee will comprise the following members:</p> <ul style="list-style-type: none">a) <i>[Insert name and position]</i>b) <i>[Insert name and position]</i>c) <i>[Insert name and position]</i> <p><i>[Note: Please refer to section 2.3.10 –Approach To Market Evaluation Committee, Procurement Manual, for reference on how many committee members are required.]</i></p>
Suppliers approached	<p>The following suppliers were invited to respond to this ATM process:</p> <ul style="list-style-type: none">a) <i>[insert name]</i>b) <i>[insert name]</i>c) <i>[insert name]</i>
Selection Criteria	<ul style="list-style-type: none">a) the extent to which the respondent’s offer meets the Commonwealth’s requirement set out in the ATM;b) the respondent’s proven capacity to provide the requirement; andc) the total costs to be incurred by the Commonwealth.
Complaints and Review Officer	<p><i>[Insert details of the complaints and review officer]</i></p> <p><i>[Note: The Complaints and Review Officer must be a Departmental officer at SES level who is and has been independent of the evaluation process.]</i></p>



Simple Procurement Plan (less than \$80,000)

[Procurement Title]

Guidance

Please complete the sections below relevant to your specific procurement. Planning should be commensurate with the value, risk and complexity of the procurement. Please remove the guidance material written in blue italics in this document upon completion. Once the Procurement Plan is completed, it should be submitted to the appropriate financial delegate for their approval in principle of the project/procurement. Once the delegate has given their approval, an online Procurement Registration and Approval Form should be created in the myWorkplace Procurement System.

Date Lodged			
Contact Name		Contact Phone	

1. Procurement Description/Outcome

Please provide general description of procurement. Also provide the proposed outcome for this procurement. Why should procurement be undertaken and how does it deliver value for money? How will needs be satisfied? Set out resourcing requirements, list of stakeholders, and a cost-benefit analysis if required.

2. Specifications

Provide details of the specifications required in the goods and services. Specifications should be in terms of the performance and functional requirements rather than particular brand goods or services.

Please note that for ICT Procurements officers need to document how they considered open source software suppliers when selecting suppliers to respond to a prequalified tender or a request for offer. If undertaking ICT procurement then the following should be included (or words to this effect):

The Department of Infrastructure, Transport, Cities and Regional Development will actively and fairly consider all types of available software for ICT software procurements. Open source software will be considered equally alongside proprietary software.

3. Market Research

Specify any market research that has been conducted. Please refer to the Procurement Manual for information on what market research involves.

If the procurement is estimated between \$80,000 and \$200,000, or is being delivered in a [remote area](#) (regardless of the value) you are also required to research whether there is an Indigenous supplier in the market who can conduct the work in the first instance. Document the outcomes of any such search you conducted in this section.

4. Existing Arrangements

Determine if any existing arrangements are in place for goods or services. This includes whole of government arrangements (travel, leaseplan etc) and multi use lists, multi-agency access arrangements set-up by other agencies, and Departmental panel arrangements. These must be considered in the first instance.

5. Estimate Value

Insert the expected total or maximum cost of the procurement over its whole life.

6. Estimated time-frame

Specify procurement time-line including all stages such as planning and preparing to approach market. Also specify proposed contract period.

7. Procurement Method

Outline the proposed procurement method and reason for choosing this method – limited tender, prequalified tender, open tender. Also outline whether procurement is from a Departmental panel arrangement.

8. Procurement Type

Specify if either general goods or services, memorandum of understanding, contractor, or consultancy. Note – consultancies need to meet the requirements. For further information please refer to the [Guidelines for identifying consultancies](#) on ENTR.

9. Risk

Document any possible risks relevant to the procurement or contract phase. Where the assessment and evaluation process identifies risks that are not acceptable, the project officer must implement risk treatment strategies using a risk assessment template.

10. Other Details

Include other relevant details such as funding source (departmental or administered?), Purchasing area, and Project officer.

ANNEX A – Approval to Proceed

This authorisation approves the Business Owner to proceed with the project/procurement as described in this template. Commitment of Relevant Money will be sought via the SAP Procurement Solution upon approval of this procurement plan.

Approval

	Position	Signature	Date
[Insert financial delegate name]			

Conditions/Comments

Emergency

[ENTR](#) [Business Services](#) [Finance and Procurement](#) [Procurement](#)

Large or Complex Procurement (\$80,000 and over)

Large or Complex Procurement (\$80,000 and over)

For procurements \$80,000 and over an open approach to the market is required unless the procurement meets a restricted set of conditions outlined in the Commonwealth Procurement Rules. Utilising a panel arrangement is also acceptable for procurements over \$80,000.

Complex procurement approaches to the market can include requests for tender (including those to create new standing offers), requests for expression of interest and requests for information processes.

All open approaches to the market are advertised on AusTender for a minimum of 25 calendar days, with both request documents (including a draft legal agreement) and submissions lodged electronically.

Please find below guidance documents and templates required for complex procurements \$80,000 and over.

Remember – value for money, probity and documentation

Achieving value for money is the core rule of the Commonwealth Procurement Rules. However it is not just about price. Relevant costs, benefits and risks must all be considered. Value for money guidance is summarised [here](#).

Probity is the evidence of ethical behavior in a particular process. Probity considerations are particularly important for large or complex procurements. Please refer to our probity intranet page [here](#) for guidance.

Officials must also maintain for each procurement a level of documentation commensurate with the scale, scope and risk of the procurement. Please consider record keeping, accountability and transparency requirements of the procurement framework summarised [here](#).

Please refer to the department's [procurement manual](#) for comprehensive guidance. Questions can also be directed to the Procurement help-desk (02 6274 7144 or help.procurement@infrastructure.gov.au).

Commonwealth Contracting Suite

Departmental officers are required to use the Commonwealth Contracting Suite (CSS) for procurements up to \$200,000, please see: [Commonwealth Contracting Suite](#). Use of the CSS is excluded for credit card purchases below \$10,000, using a mandated whole of government arrangement or standing offer arrangement (panel), or ICT purchases where SourceIT model contracts are used. A Procurement Plan and Evaluation Report template are also available for use through the CCS.

Land acquisitions and disposals

Acquisitions and disposals of interest in land by the Commonwealth fall outside of the procurement framework. Such matters are generally governed by the [Land Acquisitions Act 1989](#). Staff are encouraged to consult with Finance Branch early when considering land acquisitions or disposals, particularly in regards to both the process for engaging valuers (to ensure probity issues are considered) and the valuation methodology to be used (as valuations can vary significantly depending on the methodology followed).

Recent Changes

Amendments to the Commonwealth Procurement Rules to accommodate Australia's international obligations came into effect 1 January 2018. As a result of the update, Prequalified Tender has been removed as a means for undertaking procurements, with the exception of use of the Legal Services Multi-Use List (LSMUL).

Please ensure that you get online commitment of relevant money prior to procuring any goods or services.

Procurement Complaints

Name



[Complaint Investigation Report Template](#)



[D02-2020 Sec Gov Procurement Judicial Review](#)



[Procurement Complaints Policy](#)

CCS Templates for Procurements Up to \$200,000

Name



[CSS Approach to Market Evaluation Plan](#)

Complex Procurement Guidelines

Name



[Overview of the Open Tender Process](#)

Complex Procurement Templates

Name



[Complex Procurement Plan](#)



[Letter Templates \(Successful - Unsuccessful\)](#)



[Panel Procurement Plan](#)

Request for Tender Templates for Procurements Above \$200,000

Name

-  [AusTender Advertising Request Form](#)
-  [Public Interest Certificate Report Template](#)
-  [Request for Tender Part A](#)
-  [Request for Tender Part B - Terms and Conditions](#)
-  [Request for Tender Part C - Response Form](#)
-  [RFT Addendum Template](#)
-  [RFT Evaluation Plan - Template](#)
-  [RFT Evaluation Report - Template](#)

Was this information helpful?

Yes

Somewhat

No

Next content review date: 13 July 2020

Maintained by (Section): Portfolio Engage and Divisional Support

Last modified on: 22/09/2020 11:05:03 AM



Investigation Report

Summary of Complaint

Supplier name	[insert]	
Date complaint received	[insert]	
Procurement Details	Procurement Reference ID (ATM ID/CN ID/SON ID)	[insert]
	Estimated contract value:	[insert]
	Product or service being procured:	[insert]
Type of complaint	<p>[For <i>JR Act complaints</i>] Complaint under the <i>Government Procurement (Judicial Review) Act 2018</i> in relation to [insert brief summary of complaint and details of the relevant CPR that was allegedly contravened]</p> <p>[For <i>general complaints</i>] General complaint in relation to [insert brief summary of complaint]</p>	
Investigating Officer	[insert name and position]	
Date response should be provided to supplier	[insert date]	

Supplier Contact Details

Supplier contact name	[insert]
Supplier contact position	[insert]
Supplier company name	[insert]
Address	[insert]
Telephone number	[insert]



Investigation Report

Supplier contact name	[insert]
Fax number	[insert]
Email address	[insert]

Background

[insert brief background of the procurement process (including times and dates, for example, of issuance of tender, tender closing, contract award), nature of procurement, description of goods/ services, conduct of evaluation (if relevant for debriefing)]

Issue(s) raised in complaint

[insert description of the issues raised by the supplier in the complaint] (Please attach a copy of the lodged complaint)

Action(s) sought by the supplier

[insert the action(s) sought by the supplier, if any. For example, that the Department conduct an investigation, that the supplier be compensated, that the Department re-start the procurement etc.]

Actions Taken to Examine Issue(s) Raised in Complaint

[include a summary of the actions taken by the Department and the date those actions occurred. **For example**, if complaint was received on 30 June 2019:

Date:	Action:
1 July 2019	Complaints Officer forwarded complaint to relevant delegate for suspension of procurement process and investigation of complaint
1 July 2019	Procurement activities suspended
1 July 2019	Investigation commenced by a relevant officer
2 July 2019	Investigating Officer liaised with Legal Services Branch in relation to...[insert details]
2 July 2019	Investigating Officer interviewed project officer and Grants and Procurement Team



Investigation Report

Date:	Action:
2 July 2019	Complaints Officer provided acknowledgement of receipt of complaint to the supplier
3 July 2019	Investigating Officer contacted supplier to advise the time in which they can expect a response
5 July 2019	Investigating Officer briefed delegate in relation to findings and recommendations as well as the formal response to be sent to supplier
7 July 2019	Investigation Delegate provided formal response to supplier

References

[insert a brief description of relevant files and records relating to the procurement process, including all communications with potential suppliers, approach to market documents, any attachments lodged with the supplier's complaint, and all communications with the complainant]

File location:	Description of File/Communication:
[insert file reference]	[insert]
[insert file reference]	[insert]

Examination of Issue(s)

[insert detailed analysis of the issue(s) in relation to the procurement and compliance/non-compliance with the CPRs or other relevant matters.]

Investigating Officer's Findings

[insert summary of findings, details of any steps taken to resolve the complaint and references to relevant policies or approvals]

Proposed Remedial Action / Recommendations

[where it is determined that a contravention has occurred insert details of any remedial action to be taken OR where it is determined that no contravention has occurred include relevant recommendations here.]



Investigation Report

(Note: Include recommendations to delegate, such as modifying ATM documents, extending time periods or other relevant information to potential suppliers. If the investigation concludes that contraventions have occurred, the supplier should be informed of any proposed remedial action or other action the department proposes to take.)

Governance Assurance Details

[if applicable insert details on internal governance assurance measures undertaken. For instance, potential conflict of interest and its corresponding handling process]

Report details

Date report completed	[insert]
Date response sent to complainant	[insert]
Investigating Officer Name	[insert]
Investigating Officer Signature	

Delegate Approval

Delegate Name and Position

(NB Only a relevant delegate as specified in the Secretary's Government Procurement (Judicial Review) Delegations can sign here)

Delegate Signature

Date



Australian Government

Department of Infrastructure, Regional Development and Cities

Investigation Report

Comments (if required):



Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

Secretary's Government Procurement (Judicial Review) Delegation 2020 (No.1)

I, **SIMON ATKINSON**, Secretary of the Department of Infrastructure, Transport
Regional Development and Communications make the following instrument.

Dated 1 / 2 / 2020

A handwritten signature in blue ink, appearing to read 'Simon Atkinson', written over a horizontal line.

SIMON ATKINSON

Secretary of the Department of Infrastructure, Transport, Regional Development and
Communications

1 Name of Instrument

This instrument is the *Secretary's Government Procurement (Judicial Review) Delegation 2020 (No.1)*.

2 Commencement

This instrument commences on 1 February 2020.

3 Authority

This instrument is made under section 110 of the *Public Governance, Performance and Accountability Act 2013*.

Note See section 24 of the *Government Procurement (Judicial Review) Act 2018*.

4 Definitions

In this instrument:

Act means the *Government Procurement (Judicial Review) Act 2018*.

accountable authority has the same meaning as in the *Public Governance, Performance and Accountability Act 2013*.

classified means classified under rules made for the purpose of section 23 of the *Public Service Act 1999*.

Department means the Department of Infrastructure; Transport, Regional Development and Communications.

Director, Governance means an employee classified as Executive Level 2 in an area responsible for governance.

Assistant Director, Governance means an employee classified as Executive Level 1 with responsibility for complaints and feedback in an area responsible for governance.

5 References to section

Unless a contrary intention appears, a reference to a section (or subordinate part of a section) in an item in the Schedule is a reference to the section (or subordinate part of a section) in the Act referred to in the heading immediately preceding that item.

6 References to positions, business divisions, or branches

Unless the contrary intention appears, a reference in the Schedule to a position, business division or branch is a reference to such a position or such an organisational structure within the Department.

7 Delegations

(1) The *delegates* in each item in the table at the Schedule are: the persons from time to time holding, occupying or performing the duties of an office or position within the Department specified in column 3 of that item.

Note Section 34AA and subsection 46(1) (where applicable) of the *Acts Interpretation Act 1901* permit delegations as set out in this instrument to persons acting in positions.

- (2) The delegates specified in each item of the table at the Schedule are delegated the function or power of the Secretary (as accountable authority) under the section of the Act mentioned in column 1 of that item.
- (3) However, each delegation is made only to the corresponding limit (if any) and subject to the directions (if any) specified in column 1 of the relevant item.
- (4) The description of a function or power in column 2 of the table at the Schedule is for information only. Delegates must refer to the legislative source of the function or power as specified in column 1 before exercising the delegated function or power.

8 Revocation

All prior instruments delegating powers and functions of the accountable authority of the Department under the Act are revoked.

Schedule Delegations

1. Government Procurement (Judicial Review) Act 2018

	Column 1	Column 2	Column 3
Item	Power(s) or function(s) delegated	Summary of power or function (for information only)	Delegate(s)
1.01	Section 18	Complaint made by supplier: Receive a written complaint made by a supplier	Director, Governance Assistant Director, Governance
1.02	Subsection 19(1)	Investigation by accountable authority: Investigate and prepare a report in relation to a complaint made by a supplier	Deputy Secretary Chief Operating Officer Chief Financial Officer Deputy Chief Financial Officer
1.03	Subsection 19(2), 19(3)	Discontinue an investigation: Discontinue an investigation	Deputy Secretary Chief Operating Officer Chief Financial Officer Deputy Chief Financial Officer
1.04	Section 20	Suspension of procurement: Suspend a procurement	Deputy Secretary Chief Operating Officer Chief Financial Officer Deputy Chief Financial Officer
1.05	Section 22	Public interest certificate: Issue a public interest certificate for a specified procurement	Deputy Secretary Chief Operating Officer Chief Financial Officer Deputy Chief Financial Officer



Procurement Complaints Policy

Overview

This policy provides guidance to Departmental officials on the key principles, concepts and processes of the Department's procurement complaint management process, which includes complaints under the Government Procurement (Judicial Review) Act 2018 (GP(JR) Act).

This policy applies to all Departmental officials who receive or manage procurement complaints.

What is a procurement complaint?

A procurement complaint is an expression of dissatisfaction or objection to something that the Department has done, proposes to do, or has not done, in managing a procurement process where a response or resolution is explicitly or implicitly expected.

Procurement complaints will be managed differently depending on whether they are covered by the GP(JR) Act (a GP(JR) Act complaint) or not (a general complaint).

Central management of complaints

Procurement complaints are initially received centrally by the Governance Team to the clientservice@infrastructure.gov.au inbox.

Governance support the management of procurement complaints, and in particular GP(JR) Act complaints by:

- receiving all procurement complaints on behalf of the Accountable Authority
- initially assessing a procurement complaint to determine if it is a complaint subject to the GP(JR) Act, a general procurement complaint, or a complaint under the client service charter.
- forwarding general procurement complaints to the relevant project officer for action
- providing written acknowledgement to the complainant for GP(JR) Act procurement complaints that the complaint has been received
- directing GP(JR) Act procurement complaints to the delegated Investigation Officer.

GP(JR) Act Complaint

What is a GP(JR) Act complaint?

The GP(JR) Act came into effect on the 19th of April 2019. The Act gives the Federal Circuit Court of Australia (FCC) jurisdiction, concurrently with the Federal Court, to consider applications, grant injunctions and/or order the payment of compensation for breaches of the relevant Commonwealth Procurement Rules (CPRs) relating to covered procurements by relevant Commonwealth entities.

For the purposes of the Act a covered procurement is any procurement valued at or above the relevant procurement threshold (\$80,000 for goods and services and \$7.5 million for construction).

Procurements that are not considered 'covered' under the Act are:

- Procurements that utilise an exemption in Appendix A of the CPRs;
- Procurements that are in a class of procurements determined by the Finance Minister not to be a covered procurement under the GP(JR) Act;
- Procurements where, under paragraph 2.6 of the CPRs, an official applies measures determined by their accountable authority to be necessary for the maintenance or restoration of international peace and security, to protect human health, for the protection of essential security interests, or to protect national treasures of artistic, historic or archaeological value; and
- Procurements that are sourced through an existing panel arrangement.

The Act applies to alleged breaches of relevant Commonwealth Procurement Rules (CPRs). For the purposes of the Act relevant rules consist of all of the rules in Division 2, along with paragraphs 4.18, 5.4, 7.2, 7.10, 7.13 – 7.18, 7.20, and 9.3 – 9.6 of Division 1 of the CPRs.

A GP(JR) Act complaint is valid if all of the following criteria and obligations are met:

- the complaint is made by a supplier
- the complaint it is in writing
- the complaint relates to a covered procurement
- it relates to conduct that is an alleged contravention of a relevant CPR, on or after the commencement date of the GP(JR) Act

An investigation must be conducted by an appropriate delegate in relation to any GP(JR) Act procurement complaints.

Who can make a GP(JR) Act complaint?

The GP(JR) Act provides that any supplier can make a procurement complaint under the Act. A supplier is defined as:

- a person who supplies, or could supply, goods or services; or
- a partnership (or other group) of two or more persons that supplies, or could supply, goods or services.

The definition of a supplier in the GP(JR) Act is broad. It includes tenderers, potential tenderers and a person or partnership that could supply goods or services.

A supplier could be an organisation that would normally contract directly with the Department, or an organisation that would normally subcontract with a Department's contractor, or a supplier that has never provided goods or services to the Department.

GP(JR) Act complaints can only be valid if a supplier's interests are affected by the Department's conduct in relation to a covered procurement.

Legal Services Branch should be contacted for advice in the first instance if there is any uncertainty regarding whether a complainant meets the definition of a supplier.

Suspension of procurements

When a supplier lodges a complaint with the Department about a breach of relevant CPRs in relation to a covered procurement, unless a Public Interest Certificate (PIC) has been issued, the covered procurement must be immediately suspended while the complaint is being resolved.

If a covered procurement is required to be suspended, the appropriate delegate must authorise that suspension and the Department must issue an addendum to the Approach to Market (ATM) (or otherwise notify potential suppliers including if the suspension occurs after the closing time for the procurement) stating that:

- the procurement has been suspended as of [date] (as a complaint has been received and a Public Interest Certificate is not in force);
- a revised closing date will be notified once the issue is resolved; and
- no responses will be considered until further notice.

A suspension ends as soon as any one of the following occurs:

- a PIC is issued
- the complainant provides confirmation to the Department in writing that they withdraw the complaint or consider the complaint to be resolved
- a finding made is by a court that there was a contravention of the relevant CPRs, or no contravention, or that the complaint was invalid under the GP(JR) Act.

Public Interest Certificate (PIC)

In some circumstances, it may not be appropriate to suspend a procurement in progress while the complaint is being resolved, as a delay to the procurement may not be in the public interest. In these instances a relevant delegated official may issue a PIC. The certificate allows the covered procurement to continue notwithstanding the effect that the awarding of a contract may have on the remedies available to the supplier who provided a complaint.

Officials should consider prior to issuing an ATM for a covered procurement, and where relevant during the procurement process, whether a PIC should be sought and, if so, direct any request for the issue of a PIC to the appropriate delegate.

A PIC should only be issued where a suspension would result in a real adverse consequence for the public interest, such as in relation to the health, national security, safety, public security or economic or financial well-being of the people of Australia or the functioning of any portion of the Commonwealth Government.

For each covered procurement, suppliers must be notified whether or not a PIC is in force in relation to the procurement and be provided with a copy of any certificate. This must be done as soon as practicable and may be through the ATM documentation, an addendum or other written notification. Note that a copy of the PIC must also be provided to a potential supplier or a court, where requested.

GP(JR) Act Complaints Handling Process

Step 1 – Assess and Acknowledge

- Procurement complaints will be received by Governance through the clientservice@infrastructure.gov.au inbox.
- Governance will assess the procurement complaint as soon as possible to determine whether it is a compliant subject to the GP(JR) Act or a general procurement complaint.

- Where the scope of the complaint is not initially clear, for example the complaint states that it is a GP(JR) Act complaint but it does not provide reference to the relevant alleged CPR breach, Governance will contact the complainant to seek further information before progressing.
- Complaints will be added to the feedback and complaints register. They will be identifiable by a highlight colour and by subject matter reference “GP(JR) Act Complaint”.
- Where the procurement complaint meets the definition of a GP(JR) Act complaint, Governance will forward the GP(JR) Act complaint to a relevant delegate with the power to suspend the procurement and investigate the complaint.
- Governance will acknowledge receipt of the complaint and advise the complainant that the complaint has been forwarded to a senior officer, not involved in the procurement process, for investigation.
- The acknowledgment to the complainant must include the following information:
 - That the complaint has been received and forwarded to a senior officer within the department who is, and has been, independent of the procurement process for further investigation,
 - Advice that the investigating officer will be in contact with the complainant to advise the timeframe in which they can expect an outcome,
 - If a PIC is not in effect, a statement indicating that the procurement process will be suspended until such time that the complaint is resolved, or a PIC is issued,
 - If a PIC is in effect, a statement indicating that a PIC is currently in force which allows the covered procurement to continue while the complaint is under investigation. A copy of the PIC must also be provided if requested.

Suspending or Continuing the Procurement

- Where a public interest certificate (PIC) is not in force a relevant departmental delegate must authorise the suspension of the procurement process and notify the Grants and Procurement Team as soon as practicable.
- The Grants and Procurement Team will liaise with the Project Officer in suspending the procurement.
- In suspending a covered procurement, the relevant Project Officer may wish to receive probity advice on sharing information in relation to the complaint (and/or suspension of the procurement) with the affected suppliers.
- The relevant Project Officer (in conjunction with the Grants and Procurement Team if required) must issue an addendum to the ATM (or otherwise notify potential suppliers including if the suspension occurs after the closing time for the procurement) stating that:
 - the procurement has been suspended as of [date] (as a complaint has been received and a Public Interest Certificate is not in force);
 - a revised closing date will be notified once the issue is resolved; and
 - no responses, including clarification questions, will be considered until further notice.
- Where a decision has been made to continue the procurement process by issuing a PIC, officials must follow the process detailed below for Public Interest Certificates (PIC) for GP(JR) Act complaints. In this instance the relevant delegate responsible for the investigation of the complaint must not be the same delegate who issues the PIC in relation to the covered procurement.
- Where a PIC is already in force then the procurement process may continue while the complaint is under investigation.

Public Interest Certificates (PIC) for GP(JR) Act complaints

- A PIC can only be issued by the Secretary, Deputy Secretary, Chief Operating Officer, Chief Financial Officer or Deputy Chief Financial Officer.
- To ensure an appropriate separation of duties, the same official must not issue a PIC where they have suspended a covered procurement, or where they are investigating the covered procurement.
- Officials should consider prior to issuing an ATM for a covered procurement, and where relevant during the procurement process, whether a Public Interest Certificate should be sought and, if so, direct any request for the issue of a Public Interest Certificate to the appropriate delegate.
- It is best practice to determine whether a PIC is needed as early as possible in the procurement process. If there is doubt as to whether it is appropriate to issue a PIC, Legal Services Branch may be consulted.
- A Public Interest Certificate Report Template is available on ENTR and should be used in seeking approval for the issue of a PIC from a relevant delegate.
- A PIC should only be issued where a suspension would result in a real adverse consequence for the public interest, such as in relation to the health, national security, safety, public security or economic or financial well-being of the people of Australia or the functioning of any portion of the Commonwealth Government.
- The Project Officer must provide a copy of any signed Public Interest Certificate Report, and signed Public Interest Certificate, to the Grants and Procurement Team at Help.Procurement@infrastructure.gov.au. The Grants and Procurement Team must then ensure that the PIC is publicly published on the department's website and (if applicable) through AusTender.

Step 2 – Investigate

- The Investigation Officer must investigate the matter and substance of the GP(JR) Act complaint. This may involve requesting information from the complainant, the responsible business area, Finance Branch and any other official involved in the procurement.
- The Investigation Officer may appoint an official independent from the procurement process to assist them with conducting the investigation.
- An official who is assisting with an investigation into a GP(JR) Act complaint should meet the following conditions:
 - Not been involved, at any time, in the procurement process referred to in the complaint,
 - Have the relevant subject matter expertise and experience in conducting investigations, and preferably subject matter expertise and experience in procurement,
 - Be completely independent to the department for matters determined by the Complaints Officer or Legal Services Branch to be serious enough to warrant external review.
- The Investigation Officer must undertake, or ensure that the following tasks are undertaken during an investigation:
 - identify the matter and substance of the procurement complaint
 - where the complaint alleges a contravention of the CPRs, identify those contraventions and the complainant's reasoning
 - assess facts and evidence
 - provide a conclusion, reasoning and make recommendations where relevant to rectify any contraventions

- make recommendations to implement or amend procurement procedures and guidance where relevant
- make recommendations on further engagement with the complainant to resolve the complaint.
- Officials must provide the Investigation Officer with access to all relevant files and records relating to the procurement process, including any correspondence with potential suppliers.
- Details of the investigation must be documented in writing and signed off by the relevant delegate. The report must include the details of the complaint, a record of any actions taken in investigating the complaint, references to any relevant documentation or files, an explanation of the findings and the recommendations arising out of the investigation. An Investigation Report Template is available on ENTR.
- Possible actions that should be taken to attempt to resolve a complaint may, as an example, include rectifying the CPR contravention (for example modifying the ATM documents, extending time periods or other relevant information to potential suppliers), or determining that the complaint is not substantiated.
- The investigation (and investigation report) should be completed within seven calendar days after receiving a GP(JR) Act complaint.
- The Investigation Officer should provide a copy of the investigation report to any relevant interested parties such as Legal Services Branch, the Grants and Procurement Team, the Governance Team, or the relevant Project Officer.

Step 3 – Respond

- The Investigation Officer must formally notify the complainant of their determination in writing and attempt to resolve the complaint with the complainant. This formal notification should be provided as soon as possible to reduce the risk of the complainant applying for an injunction.
- The Investigation Officer's formal notification should:
 - describe the subject/conduct alleged to be a CPR contravention,
 - inform the complainant that a person who is and has been completely independent of the procurement process has completed an investigation into the alleged contravention,
 - inform the complainant of the findings of the investigation,
 - inform the complainant of the action the department has decided to take to resolve the complaint,
 - ask the complainant to communicate/confirm in writing if they consider the complaint to be resolved, and
 - provide the complainant with a list of options if they are not satisfied with the department's findings.
- For GP(JR) Act complaints, where the complainant has communicated in writing that the complaint is considered resolved or withdrawn, any procurement suspension will end. A procurement should not continue until any outstanding recommendations/actions to resolve the complaint (for example, modifying ATM documents) are implemented.
- Where the complainant has not communicated in writing that the GP(JR) Act complaint is resolved or withdrawn, the procurement process must not proceed unless a PIC is issued by a relevant delegate.
- An investigation report should not be disclosed to the complainant as it may prejudice the department's legal position. Where the investigating officer or delegate considers that disclosing the investigation report may help resolve the complaint, Legal Services Branch must first be consulted prior to any disclosure.

Step 4 – Follow-up (if required)

- If a complainant would like findings to be explained in greater detail then the investigating officer or delegate should consider this. The investigating officer or delegate may consider seeking advice from Legal Services Branch prior to responding to a complainant with further information.

General procurement complaints

Where a procurement complaint does not meet the conditions of the GP(JR) Act, it must be managed as a general complaint.

A general complaint does not automatically trigger a suspension of the relevant procurement, however in some instances it may still be appropriate to suspend the procurement process until a general complaint is resolved.

Who can make a general procurement complaint?

Any person may make a general complaint expressing a grievance or objection to something that the Department has done, proposes to do, or has not done in managing a procurement process.

Managing a general procurement complaint

Other than CPR 6.8 which requires the Department to apply timely, equitable and non-discriminatory complaints handling procedures, there are no legislative requirements that call for the Department to take specific steps in relation to general procurement complaints. Nevertheless, the Department should treat all complaints seriously.

An formal investigation of a general procurement complaint may be required in certain cases. The Department should undertake an investigation into a general procurement complaint where an adequate response to the complaint cannot be determined without a formal investigation.

Factors to consider in determining whether to investigate general procurement complaints include:

- the significance of the procurement,
- the complexity and risk associated with the procurement,
- the significance of the conduct complained of,
- the resources required to conduct an investigation, and
- the extent of investigation required to determine the facts.

General Procurement Complaints Handling Process

Step 1 – Assess

- Procurement complaints will be received by Governance through the clientservice@infrastructure.gov.au inbox.
- Complaints will be added to the feedback and complaints register. They will be identifiable by a highlight colour and by subject matter reference “General Procurement Complaint”.
- Governance will assess the procurement complaint as soon as possible to determine whether it is a compliant subject to the GP(JR) Act or a general procurement complaint.
- Where the procurement complaint is a general procurement complaint Governance will forward the complaint to the relevant Project Officer for further action.

- The Project Officer must, within 5 days of receiving a complaint, acknowledge receipt of the complaint and notify the supplier of the identity of the Complaints Officer. The Complaints Officer for general procurement complaints must be a departmental officer as SES level who is, and has been, independent of the procurement process.

General complaints, Suspending or Continuing the Procurement

- The Complaints Officer should consider whether or not it is appropriate to suspend the procurement process while the general complaint is being investigated. A general complaint does not automatically trigger a suspension of the relevant procurement, however in some instances it may still be appropriate to suspend the procurement process until a general complaint is resolved.
- Where a decision has been made to suspend the procurement, the Project Officer must notify potential suppliers involved in the procurement process stating that:
 - the procurement has been suspended as of [date] (as a complaint has been received);
 - a revised closing date will be notified once the issue is resolved; and
 - no responses will be considered until further notice.

Step 2 – Investigate

- The Complaints Officer must be an SES officer who has been, and will be, independent of the procurement process.
- The Complaints Officer should investigate the matter and substance of the general procurement complaint. This may involve requesting information from the complainant, the responsible business area, Finance Branch and any other official involved in the procurement process.
- The Complaints Officer may appoint an official independent from the procurement process to assist them with conducting an investigation and drafting a report.
- An official who is assisting with an investigation into a general procurement complaint should meet the following conditions:
 - not been involved, at any time, in the procurement process referred to in the complaint,
 - have the relevant subject matter expertise and experience in conducting investigations, and preferably subject matter expertise and experience in procurement, and
 - be completely independent to the department for matters determined by the Complaints Officer or Legal Services Branch to be serious enough to warrant external review.
- The Complaints Officer should undertake to identify the matter and substance of the procurement complaint, assess the relevant facts and evidence, provide a conclusion, reasoning, and make recommendations where relevant to rectify any issues.
- The Complaints Officer should undertake, or ensure that the following tasks are undertaken during an investigation:
 - identify the matter and substance of the general complaint,
 - assess facts and evidence, and
 - provide a conclusion, reasoning and make recommendations where relevant
- Officials must provide the Complaints Officer with access to all relevant files and records relating to the procurement process, including any correspondence with potential suppliers.

- Details of the investigation should be documented in writing and signed off by the Complaints Officer. The report should include the details of the complaint, a record of any actions taken in investigating the complaint, references to any relevant documentation or files, an explanation of the findings and the recommendations arising out of the investigation. An Investigation Report Template is available on ENTR.
- The investigation (and investigation report) should be completed within 20 calendar days after receiving a general procurement complaint.
- The Complaints Officer should provide a copy of the investigation report to any relevant interested parties such as Legal Services Branch, the Grants and Procurement Team, the Governance Team, or the relevant Project Officer.

Step 4 – Respond

- The Complaints Officer must formally notify the complainant of their determination in writing and attempt to resolve the complaint with the complainant.
- The Complaints Officer’s formal notification should:
 - describe the subject of the general procurement complaint,
 - inform the complainant of the findings of any investigation,
 - inform the complainant of any action the department has decided to take to resolve the complaint,
 - ask the complainant to communicate/confirm in writing if they consider the complaint to be resolved, and
 - provide the complainant with a list of options if they are not satisfied with the findings.
- An investigation report should not be disclosed to the complainant. Where the investigating officer or delegate considers that disclosing the investigation report may help resolve the general procurement complaint, Legal Services Branch must first be consulted.

Step 5 – Follow-up

- If a complainant would like findings to be explained in greater detail then the investigating officer or delegate should consider this. The investigating officer or delegate may consider seeking advice from Legal Services Branch prior to responding to a complainant with further information.

Other Complaint Options for Suppliers

Other avenues to raise complaints continue to be available to suppliers, including the Australian Government Procurement Coordinator and the Commonwealth Ombudsman.

Department of Finance Procurement Coordinator

- The Procurement Coordinator assists the business community with matters relating to procurement activities undertaken by the Australian Government.
- Where a complainant is dissatisfied with the department’s response to a complaint, the complainant may refer the complaint to the Department of Finance’s Procurement Coordinator. The complaint must relate to the specifications for a particular tender that are such that the complainant is or was prevented from preparing a competitive tender response.
- If suppliers are not satisfied with the Procurement Coordinator's final decision, there may be other courses of action available, such as approaching the Commonwealth Ombudsman.
- For more information see: [Procurement Coordinator](#).

Commonwealth Ombudsman

- The Commonwealth Ombudsman considers and investigates complaints about the administrative actions of Commonwealth entities. The Ombudsman seeks to resolve disputes through consultation and negotiation.
- The Ombudsman can suggest or recommend a particular course of action but cannot override a decision made by the Department. The Ombudsman will report its findings to the supplier and to the Department (including a recommendation that a decision be reversed, if appropriate) and may report to Parliament.

Further Information and Guidance

For further information contact the Grants and Procurement Team on 02 6274 7144 or at Help.Procurement@infrastructure.gov.au.



Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications

Approach to Market (ATM) Response Evaluation Plan



**ATM Evaluation Plan relating to
[insert details]**

ATM No. [insert ATM number]

Procurement Advice
and Reporting Team

Financial Services



Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications

ATM RESPONSE EVALUATION PLAN

COMMERCIAL-IN-CONFIDENCE



ATM RESPONSE EVALUATION PLAN

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ATM RESPONSE EVALUATION PLAN

Guidance

This ATM Response evaluation plan should be used in conjunction with the [Commonwealth Contracting Suite](#) and sets out the methodology to be followed when evaluating supplier's responses. The guidance material is highlighted in yellow and should be deleted once this template is complete.

1. Introduction

- 1.1 The Commonwealth, represented by and acting through the Department of Infrastructure, Transport, Cities and Regional Development invited Approach to Market (ATM) Responses for the provision of goods and/or services specified in Attachment A.
- 1.2 The details of this ATM are specified in Attachment A.

2. Definitions

- 2.1 In this Evaluation Plan, unless the contrary intention appears:

Approach to Market or ATM means the notice inviting potential suppliers to participate in the procurement.

Closing Time means that date that ATM Responses must be received by the Department;

Delegate means the ultimate decision maker and delegate under the *Public Governance, Performance and Accountability Act 2013* in respect of this ATM process, namely *[insert name of decision maker in relation to the ATM process]*;

Customer means the Commonwealth of Australia, represented by and acting through the Commonwealth Department of Infrastructure, Transport, Cities and Regional Development;

Evaluator(s) means the person or persons who are responsible for evaluating the responses to the ATM;

Late Response means any response that has been received after the Closing Time;

Project Officer means *[insert name of Project Officer]*;

Potential Supplier means a person or organisation that has lodged a ATM Response;

Response means an offer to this ATM; and

Selection Criteria means the Selection Criteria set out in the ATM and duplicated in Attachment A of this ATM Evaluation Plan.



ATM RESPONSE EVALUATION PLAN

3. Methodology

3.1 This Evaluation Plan specifies the methodology that will be used in the assessment of ATM responses received to establish which offers the best value for money.

3.2 Process Overview

The evaluation process will be divided into the following stages:

- a) **Stage 1**- Preliminary stage involving establishing the evaluation team.
- b) **Stage 2** – Screening of ATM Responses to assess compliance with ATM Terms and Conditions for Participation (if any).
- c) **Stage 3** – Detailed assessment of ATM Responses including evaluation against criteria.
- d) **Stage 4** – Preparation of report and recommendations, submission of report to Decision Maker for approval.

4. Stage 1 - Preliminary

4.1 ATM Response Evaluation Committee

The first stage of the ATM Response evaluation process is to convene the evaluation committee; this should be completed prior to conducting the approach to market. The role of the evaluation committee is to evaluate all Responses against the requirements in the ATM. For more information regarding the requirements of the evaluation committee please refer to section 2.3.13 of the Procurement Manual. The evaluation committee will comprise the persons listed in Attachment A.

4.2 Confidentiality and Security.

All information relating to Responses must be treated as commercial in confidence. Responses and working documents containing Responses information must be kept in commercial in confidence files. The files must be kept in locked filing cabinets and not left unattended in work areas. Responses must not be removed from Departmental premises or copied unless there is no practicable alternative. The requirements above do not apply to documents that are publicly available documents, such as the ATM. Staff involved in procurement must comply with the **APS Code of Conduct** at all times.

4.3 Conflicts of Interest

If an Evaluator is concerned that they may have an actual or perceived conflict of interest, they should inform their supervisor immediately. If necessary,



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their supervisor may reallocate duties to avoid an actual or perceived conflict of interest. If there is concern that the Delegate may have a conflict of interest, the Evaluator(s) or the Delegate should consult with Legal Services, and any proposed course of action should be approved by Legal Services.

4.4 Late Responses

Any ATM Response not received by the Closing Time is a Late Response.

If the Department receives a Late Response, it should be excluded from consideration, unless the lateness is due to mishandling by the Department or there is some other compelling reason to accept the Late Offer. Please note that if the Approach to Market was published on AusTender, then it is not possible to lodge a response electronically after the closing time. For an Approach to Market where responses are emailed back to the Department, officers need to check the time the email was sent to ensure this was before the closing time. It is important that this check is completed to ensure the process is fair and impartial. **NOTE that the Evaluator(s) must be careful to ensure that, in accepting a Late Response, the Department is not giving an unfair advantage to the Potential Supplier over other Potential Suppliers that have submitted their Response before the Closing Time.**

If any Late Responses are received the Evaluator(s) should:

- (a) advise the Potential Supplier in writing (an email will be sufficient) that the ATM Response was received after the Department's closing time and that without evidence satisfying the Department that the lateness was due to mishandling by the Department the Late Response will not be considered; and
- (b) only accept Late Responses if there is evidence of mishandling by the Department or some other compelling reason.

5. Stage 2 – Screening for Compliance

- 5.1 The first step in evaluating responses is screening for compliance with the Commonwealth Approach to Market Terms and Mandatory Conditions for Participation.
- 5.2 Responses which comply with the ATM Terms and Mandatory Conditions for Participation will be subject to evaluation against the criteria.

Mandatory Conditions for Participation



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- 5.2 The Evaluation Committee will screen responses to identify those which have failed to comply with the Mandatory Conditions for Participation.
- 5.3 The Mandatory Conditions for Participation which Potential Suppliers must meet in order to be evaluated against the criteria by the Department are identified in section A.A.2 of the Approach to Market.
- 5.4 Subject to section 5.8, Responses which do not satisfy the Mandatory Conditions for Participation must be excluded from further consideration.
- 5.5 If any responses are found to be non-compliant, this should be documented in the Evaluation Report including reasons for non-compliance.

ATM Terms

- 5.6 The Evaluation Committee will screen responses to ensure compliance with the Approach to Market Terms.
- 5.7 Specifically, the Evaluation Committee should check whether:
 - 1. Potential Suppliers have submitted responses using the *Responses to the ATM form* provided (with all details provided in English and prices quoted in Australian currency).
 - 2. A Response contains an alteration, erasures, illegibility, ambiguity or incomplete details. The Department may decline to consider such a Response under section A.B.4 of the ATM Terms.
 - 3. A clarification is required from the Potential Supplier as allowed under section A.B.7

Unintentional errors of form and clarifications

- 5.8 If the Evaluation Committee considers that there is an unintentional error of form in a Response, including a Potential Supplier's failure to explicitly address the Mandatory Conditions for Participation, the Evaluation Committee may in its discretion, allow the Response to be clarified or additional information sought in accordance with section A.B.7 of the Approach to Market Terms. In doing so, the Department will not allow any Potential Supplier to substantially tailor or amend their Response. The Department may also, in its absolute discretion, decline to accept any correction or clarification (as the case may be) if it considers that to accept it would create unfairness in the Approach to Market process. If the Department gives a Potential Supplier an opportunity to



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correct an unintentional error of form it will provide the same opportunity to all Potential Suppliers.

- 5.9 If the Evaluation Committee finds a potential unintentional error of form then the Procurement Advice and Reporting Team should be contacted for advice in the first instance.
- 5.10 The Delegate should be approached to make the final decision as to whether the Potential Supplier should be approached for clarification.
- 5.11 Clarifications should be sought in writing. Potential Suppliers should be informed that the request for clarification is not an opportunity to substantially tailor or amend their Response.
- 5.12 Requests for clarification must specifically identify the aspects of the Response that require clarification. Potential Suppliers will be advised that if they do not respond to the clarification question, the sections of the Response in respect of which clarification is sought cannot be taken into account.

6. Stage 3 – Evaluation against criteria

- 6.1 Responses which comply with the ATM Terms and Mandatory Conditions for Participation will be subject to evaluation against the criteria.
- 6.2 If compliant the Evaluator(s) must assess all Responses against all Selection Criteria, using the same processes and treating all Responses fairly and equitably.
- 6.3 The Selection Criteria includes:

No.	Criteria
1.	The extent to which the potential suppliers offer meets the Commonwealth's requirement set out in the ATM.
2.	The potential suppliers proven capacity to provide the requirement.
3.	The total costs to be incurred by the Commonwealth.

- 6.4 The Evaluator(s) must decide which ATM Response(s) represent the best value for money for the Commonwealth, taking into account:
 - a) the quality of the goods and services;
 - b) fitness for purpose of the proposal;



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- c) the potential supplier's relevant experience and performance history;
 - d) flexibility of the proposal (including innovation and adaptability over the lifecycle of the procurement);
 - e) environmental sustainability of the proposed goods and services (such as energy efficiency and environmental impact);
 - f) whole of life costs;
 - g) the relative risk of each proposal;
 - h) financial consideration including all relevant direct and indirect benefits and costs over the whole procurement cycle; and
 - i) the evaluation of contract options (for example, contract extension options).
- 6.5 The evaluation of ATM Responses against the criteria should be made using the following steps:

Step 1	Each Evaluator should use the Commonwealth Contracting Suite ATM Response Evaluation Template Individual Evaluation Worksheet to assess the following: <ul style="list-style-type: none">• the extent to which the potential suppliers offer meets the Commonwealth's requirements, and• the suppliers proven capacity to provide the requirement set out in the ATM. The rating system set out in paragraph 6.6 should be used.
Step 2	The Evaluator(s) must consider whether there are any risk factors that must be taken into account and, if so, whether that has any effect on the rating of the ATM Responses.
Step 3	The individual ratings and comments for each Selection Criteria must be discussed and agreed upon amongst the members of the Evaluation Panel in order to determine the final rating for each supplier against each of the Selection Criteria. Evaluation of costings should also occur at this time.
Step 4	ATM Responses must then be ranked based on suitability and the overall value for money assessment.

- 6.6 The Evaluator(s) must assess and rate each ATM Response for each Selection Criterion using the rating method set out below. The descriptions in the 'ATM Response' column are intended to act only as guidance on assessing ratings.



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They are not intended to be wholly exclusive of the issues to be taken into account, nor to be applied literally.

Rating	ATM Response
Very Good (5)	The Response satisfies the evaluation criterion to a very high standard and presents minimal or no risk to the Commonwealth and its claims are fully supported by the information provided.
Good (4)	The Response satisfies the evaluation criteria to a high standard and/or presents limited risk to the Commonwealth and the claims are supported by the information provided.
Satisfactory (3)	The Response satisfies the evaluation criteria to a satisfactory degree and/or presents an acceptable level of risk to the Commonwealth. There are some minor deficiencies and shortcomings in the information provided.
Poor (2)	The Response barely satisfies the evaluation criteria and/or presents some degree of unacceptable risk to the Commonwealth. There are major deficiencies in the information provided.
Unsatisfactory (1)	The Response does not satisfy the evaluation criterion and/or presents an unacceptable level of risk to the Commonwealth.

* A **Poor** or **Unsatisfactory** rating for one or more evaluation criteria will exclude the Respondent from further participation in the procurement process.

- 6.7 The Evaluation Committee may meet to discuss its detailed assessment against the Selection Criteria and finalise whether clarification is required before selecting a preferred supplier.
- 6.8 The Evaluation Committee may, in forming its recommendations, seek the views of any referees listed in the Response and from any other referees of the Department's choosing in order to verify its evaluation of Responses. The Evaluation Committee may confine its referee checks to the preferred supplier.
- 6.9 When considering the risk factors of the ATM Response, the Evaluator(s) should also take into account the Potential Suppliers acceptance of the terms of the draft contract, their compliance with Commonwealth policies (refer to section C.C.20 of the Commonwealth Contract Terms) and any financial viability risk. In assessing risks, the evaluator(s) will refer to the Department's [Risk Management Guidelines](#).
- 6.10 The Evaluator(s) must document their decision so that it is clear that each ATM Response has been considered against all Selection Criteria, and the reasons for selecting the preferred supplier are clearly explained. The



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documentation must demonstrate that the same processes have been applied to each ATM Response, and that all Potential Suppliers have been treated fairly and equitably.

7. Stage 4 - Submission to Delegate

- 7.1 The results of the evaluation process are documented in the Commonwealth Contracting Suite Evaluation Report.
- 7.2 When the Evaluator(s) has made a decision they should submit their recommendation and reasons for the recommendation to the Delegate in writing through the completion of an Evaluation Report.
- 7.3 The final version of the Evaluation Report should be signed by all members of the ATM evaluation committee. The final report and the associated attachments should then be submitted to the Financial Delegate for approval.
- 7.4 The Delegate must consider the Evaluator(s) recommendations and make a decision. The Delegate may seek further information or assistance from the Evaluator(s) or Departmental staff prior to making the decision. If the decision departs from the recommendations of the Evaluator(s) the Delegate must state the reasons for this in writing.

8. General

8.1 Complaints

If a person makes a complaint in relation to the ATM it must be referred to the relevant Complaints Officer and dealt with in accordance with the Procurement Complaints Policy, Procurement Manual and the Accountable Authority Instructions.



ATM RESPONSE EVALUATION PLAN

Attachment A

The ATM	<i>[Insert details of the goods and/or services being procured]</i>
ATM Release Date	<i>[Insert details]</i>
ATM Closing Date	<i>[Insert closing date and time]</i>
Covered Procurement and Public Interest Certificate	<i>[Insert whether the ATM is or is not a covered procurement for the purposes of the Commonwealth Procurement Rules and the Government Procurement (Judicial Review) Act 2018 and whether or not a Public Interest Certificate has been issued. (Refer to the Procurement Manual for further information)]</i>
Financial Delegate	<i>[Insert name and position of delegate]</i>
Evaluation Committee	The Offer Evaluation Committee will comprise the following members: a) <i>[Insert name and position]</i> b) <i>[Insert name and position]</i> c) <i>[Insert name and position]</i>
Suppliers approached	The following suppliers were invited to respond to this ATM process: a) <i>[insert name]</i> b) <i>[insert name]</i> c) <i>[insert name]</i>
Selection Criteria	a) the extent to which the respondent's offer meets the Commonwealth's requirement set out in the ATM; b) the respondent's proven capacity to provide the requirement; and c) the total costs to be incurred by the Commonwealth.
Complaints Officer (for 'covered procurements')	Position: Assistant Director, Governance Email: clientservice@infrastructure.gov.au Phone: 02 6274 6495 <i>Where the ATM is a covered procurement and a complaint is made which relates to a breach of a relevant Commonwealth Procurement Rule then the procurement <u>must</u> be suspended while the complaint is investigated unless a Public Interest Certificate has been issued by an appropriate delegate (refer to the Procurement Manual for further information).</i>



ATM RESPONSE EVALUATION PLAN

	<i>The terms 'covered procurement', public interest certificate' and 'relevant Commonwealth Procurement Rules' have the meaning given to those terms in the Government Procurement (Judicial Review) Act 2018 (Cth).</i>
Complaints Officer (for 'non-covered procurements')	<i>[Insert details of the complaints and review officer] [Note: For non-covered procurements the Complaints and Review Officer must be a Departmental officer at SES level who is and has been independent of the evaluation process.]</i>

Overview of the Open Tender Process

Guidance

This document sets out the general process followed whilst conducting an open tender procurement. Please note that it is a mandatory requirement to have tender and contractual documents cleared by legal services if the value of the procurement is \$100,000 or more, there is substantial legal risk, changes to the standard contract template are proposed, and when proposing to enter into an indemnity, guarantee, warranty or letter of comfort. A probity plan is also required for all open tender procurements valued at \$500,000 and over. A probity plan may also be considered where the procurement is high risk, or is particularly sensitive.

	Task	Document	Comments	Link
1.	Procurement Planning - the need for goods or services to the value of \$80,000 or more is identified and an open tender is determined to be the most appropriate process.	Procurement Plan	<ul style="list-style-type: none"> Complete planning considerations and estimate the value of the procurement. The first step is to identify whether an open tender process is appropriate through adequate procurement planning. For information on selecting a procurement process please refer to the Department's Procurement Manual. 	Procurement Plan Procurement Manual
2.	Consider the requirement for the following documents:	Probity Plan	<ul style="list-style-type: none"> A Probity Plan must be completed for open tender procurements estimated at \$500,000 or more. A probity plan may also be considered where the procurement is high risk, or is particularly sensitive. 	Probity Plan Template Please see Probity page on ENTR for more information.
		Risk Assessment	<ul style="list-style-type: none"> A formal risk assessment is highly recommended for all procurements valued at \$500,000 or more or for procurements that may present any serious risk to the Department. 	Please refer to the Departments Risk Management Framework including Risk Assessment Template

OVERVIEW OF THE OPEN TENDER PROCESS

	Task	Document	Comments	Link
3.	Register the Procurement in the myWorkplace Procurement Solution and complete an Approval Form	Online Approval Form	<ul style="list-style-type: none"> Approval under section 23 of the PGPA Act is sought in the online Approval Form from an appropriate financial delegate. 	myWorkplace Procurement Solution User Guide
4.	Draft the Request and Contractual documentation	<ul style="list-style-type: none"> Approach to Market (ATM) or Request for Tender (RFT) Draft contract 	<ul style="list-style-type: none"> For procurements valued up to \$1 million use the Commonwealth Contracting Suite (CCS) Approach to Market and Contract documentation. Please note that a draft contract is not required when approaching the market and using the CCS. For open tender procurements valued at or above \$1 million use RFT Parts A, B, C and the Long Form contract 	Commonwealth Contracting Suite OR Request for Tender – Part A Request for Tender – Part B Request for Tender - Part C Long Form Contract (request current template from Legal Services)
5.	Draft the Tender Evaluation Plan	Evaluation Plan	<ul style="list-style-type: none"> A tender evaluation committee should be formed prior to an approach being made to the market, as the committee should be in agreement on the substance of the request document and the content of the tender evaluation plan. The evaluation committee should comprise of at least three persons for an open tender process. 	CCS Approach to Market Evaluation Plan OR Request for Tender Evaluation Plan
6.	Seek Legal Advice		<ul style="list-style-type: none"> Legal review and clearance must be sought on all request and contract documentation: <ul style="list-style-type: none"> where the procurement of goods and services is valued at \$100,000 or more and it is an open tender; or if an SES-level employee considers the arrangement to be high risk or high profile; Please allow at least 10 business days for legal review of your documentation. 	Please contact Legal Services for more information.

OVERVIEW OF THE OPEN TENDER PROCESS

	Task	Document	Comments	Link
7.	Seek final clearance for request and contractual documents from your delegate and send final documentation to the Grants and Procurement Team for publication on AusTender	<ul style="list-style-type: none"> • Request document • Draft Contract • AusTender Advertising Request Form 	<ul style="list-style-type: none"> • As the decision maker of the procurement the delegate should provide clearance regarding the content of the final request and contractual documents. • Complete an AusTender Advertising Request. • Send the final request documents, draft contract, and AusTender Advertising Request to help.procurement@infrastructure.gov.au at least four full business days prior to the proposed publication date. • The tender documents are published for a minimum of 25 days. This term can only be reduced in a limited set of circumstances in accordance with the Commonwealth Procurement Rules (CPRs). • The tender documents are published on AusTender (www.tenders.gov.au) for potential tenderers to prepare submissions. 	AusTender Advertising Request Form
8.	Respond to Questions received from tenderers	RFT Addendum Template	<ul style="list-style-type: none"> • Questions from tenderers are generally limited to a specific timeframe as outlined in the request document. Questions are usually received via phone or email. • Questions and the prepared answers are to be entered into the RFT addendum template which will be published on AusTender to ensure all tenderers have the same information. • Legal advice should be sought if proposing to change clauses through an addendum as a result of tenderers questions. 	RFT Addendum Template

OVERVIEW OF THE OPEN TENDER PROCESS

	Task	Document	Comments	Link
9.	Suppliers respond		<ul style="list-style-type: none"> • Tenderers must upload their response electronically via AusTender before the closing time. • After the tender closing time, the Grants and Procurement Team will open the electronic tender box and download all of the submissions. • The submissions will be sent to the project officer either via email or secure file transfer. 	Contact the Grants and Procurement Team for more information
10	Evaluation and selection		<ul style="list-style-type: none"> • Submissions are evaluated by the tender evaluation committee in accordance with the tender evaluation plan. 	
11	Evaluation Report	Tender Evaluation Report	<ul style="list-style-type: none"> • The tender evaluation committee prepare the tender evaluation report for approval. • For procurements up to \$1 million please use the Commonwealth Contracting Suite Evaluation Report. • For procurements valued at or above \$1 million use the RFT Evaluation Report. 	Commonwealth Contracting Suite Evaluation Report OR Request for Tender Evaluation Report
12	Notification and debriefing	Supplier Letter (Successful-Unsuccessful) template	<ul style="list-style-type: none"> • When the preferred tenderer has been selected, the supplier should be advised in writing of the outcome and the intention to contract. • Unsuccessful tenderers should only be advised once the contract with the successful tender has been signed. 	Letter Templates
13	Contract Negotiation		<ul style="list-style-type: none"> • Legal advice must be sought where changes to the standard contract template provisions are proposed. 	Please contact Legal Services for more information.

OVERVIEW OF THE OPEN TENDER PROCESS

	Task	Document	Comments	Link
14	Contract is established and managed		<ul style="list-style-type: none"> • Before entering into the contract with the successful supplier ensure that delegate approval under the PGPA Act has been sought, and that this approval covers the final contract amount and timeframe. • The supplier should be provided with two original contracts for their signature. When both copies have been signed and returned to the Department, the Commonwealth will sign and provide one original to the supplier. The second original should be kept on file by the departmental Project Manager. 	
15	Register the contract in the myWorkplace system and create the Purchase Order		<ul style="list-style-type: none"> • Once signed the agreement should be registered in the myWorkplace Procurement Solution and a purchase order should be created within two days. 	myWorkplace Procurement Solution User Guide
16	Records Management		<ul style="list-style-type: none"> • Store all records and documents as per the Commonwealth Guidelines 	Please contact Records Management for further information

More Information

For further information please refer to the Procurement Manual or the Procurement homepage on [ENTR](#)

If you have any questions please contact the Grants and Procurement Team:

Phone: 02 6274 7144

Email: help.procurement@infrastructure.gov.au



Complex Procurement Plan

[Procurement Title]

Guidance

Please complete the sections below relevant to your specific procurement. Planning should be commensurate with the value, risk and complexity of the procurement. As this is a complex procurement plan it is expected that your plan should be more comprehensive compared to a simple procurement under \$80,000. Once the Procurement Plan is completed, it should be submitted to the appropriate financial delegate for their approval in principle of the project/procurement. Please remove the guidance material in this document upon completion. Once the delegate has given their approval, an online Procurement Registration and Approval Form should be created in the myWorkplace Procurement System.

Date Lodged			
Contact Name		Contact Phone	

1. Description of Procurement

Insert details of the good or service that is to be procured.

2. Procurement Outcome

The first step is to describe the need that must be satisfied, answer the question: why do we need the goods and/or services? This might include the underlying business need and the anticipated business benefits to be gained. Also you might want to include the consequences of not proceeding. Then answer the question of how will this need be satisfied? This question should include such considerations as:

- Have a wide range of options been explored? i.e. leasing rather than buying? Permanent/non ongoing staff rather than contractors?
- Have innovative approaches been considered and/or collaboration with others? If not, why not?

3. Specifications

This section should contain a detailed description of the goods and/or services to be provided as a result of the procurement. A specification should only relate to procurement deliverables/outcomes and should not detail other requirements unless those requirements are directly relevant to the contract deliverables. Specifications should be written in terms of the performance and functional requirements. For a function or duty related specification a good example would be: device suitable for carrying ten tonnes of coal over sealed roads. For a performance level specification of that function a good example would be: for a maximum distance of 300km in six hours. If prescribing any technical specifications, care should be taken so as to not specify particular brands of goods and services.

Please note that for ICT Procurements the following statement must be included in order to ensure compliance with the Open Source Software Policy Principles:

The Department of Infrastructure, Transport, Cities and Regional Development will actively and fairly consider all types of available software for ICT software procurements. Open source software will be considered equally alongside proprietary software.

If your procurement is not ICT related then please remove the above statement.

4. Market Research

Market research assists the officer in understanding how a specific market works, competition within the market, recent developments, supply issues and innovation opportunities, and identifying the potential suppliers and being aware of their capabilities. A thorough understanding of the market will more likely result in a better procurement outcome. Potential sources of market research include:

- Experienced contract managers within the Department
- Networking with other agencies
- Newspapers, trade journals, industry source books
- Internet – Google and other search engines
- Telephone directories
- Industry associations

In this section please state the market research that was conducted for the procurement, including the sources of this research.

If the procurement is estimated between \$80,000 and \$200,000, or is being delivered in a remote area (regardless of the value) you are also required to research whether there is an Indigenous supplier in the market who can conduct the work in the first instance. Document the outcomes of any such search you conducted in this section.

5. Existing Arrangements and Coordinated Procurement

As part of the research component as stated above, officers should investigate whether there are any existing arrangements in place for the specified goods and/or services. The use of an existing arrangement creates greater efficiency in terms of cost and time savings. The officer undertaking the procurement should check whether the following arrangements exist for the goods and/or services (should be checked in this order):

- an existing contract in the Department for the required goods and/or services that is capable of fulfilling the need
- a whole of Australian Government arrangements (these are mandatory)
- an existing contract from another agency that allows multi-agency access (piggybacking)
- if another government agency is planning to approach the market for the same goods and/or services there may be an opportunity for a coordinated procurement
- a Departmental panel arrangement, see ENTR for list of panels

Please state the scope and depth of research performed in determining whether an existing arrangements is in place for the goods and/or services. If there is an existing arrangement in place, please specify the details. Please also state whether it is proposed to use the existing arrangements or not, along with the reasons for doing so. Please contact PART for more information on an existing arrangements or coordinated procurements.

6. Estimated Total Value

The value of the procurement needs to be estimated in order to determine which threshold it falls into. The estimate should be based on the planning phases that have been completed up to this point including identifying specifications and performing market research. A thorough knowledge of the market should assist in developing this estimate. The estimated value of the goods and/or services being procured should include:

- the maximum anticipated value of a contract, including all options, extensions, renewals or other mechanisms that may be executed over the life of the contract

-
- all forms of remuneration, including any premiums, fees, commissions, interest and other revenue streams that may be provided for in the proposed contract
 - the total maximum value of the food or services being procured, including the value of any options in the proposed contract (if there is a strong intention to exercise that option)
 - any taxes or charges (including GST)

A procurement should not be divided into separate parts for the purposes of avoiding a procurement threshold.

7. Procurement Method and Reason

The State the procurement method used and the reason for using this method. The procurement methods include open tender, prequalified tender, and limited tender. Please refer to the Procurement Manual for an explanation of each of these methods. For procurements \$80,000 and over an open approach to the market is required as stated in the Commonwealth Procurement Rules. An open approach to the market can be either:

- open tender
- Request for Expression of Interest (part of a select tender process)
- Request for application for inclusion on multi-use list (part of a prequalified tender process)

If considering a prequalified tender process please contact the Procurement Advice and Reporting Team as this is a quite an uncommon procurement method and involves a two stage process.

Limited tendering over \$80,000 is permitted only in a limited set of circumstances. Please refer to the Procurement Manual or the Guidelines on Limited Tendering for acceptable justifications for limited tendering.

If a Departmental panel is to be used, please state this fact in this section and also state the panel that is to be used. If using a panel the procurement method does not have to be stated in this section as this is pre-determined by the procurement used to set up the panel.

8. Time-line

In this section state the expected time-line of the procurement, this includes everything in the procurement from the planning phase all the way through to contract expiration and evaluation. It is important to allow adequate time to undertake the various tasks necessary to perform the procurement including a time buffer to cope with unforeseen delays or circumstances. Please consider the following whilst thinking about a time-line:

- drafting request documentation can be quite a time consuming process
- legal services require a minimum of 10 working days for review of request and contractual documentation
- open approaches to market require a minimum time of 25 days.
- evaluation of tenders
- the more complex and higher value procurements take even more time

Suppliers may also require minimum delivery lead times that line areas should be aware of. As a general rule, the more complex the procurement, the longer the time that potential suppliers will require to develop adequate responses.

9. Contract Term

After giving consideration to the procurement time-line in the previous step, the procurement officer should have developed an idea of the contract start and end dates. Please specify in this section when you expect the contract to be entered into i.e. when will it be signed, and also when it is expected to end.

10. Procurement Type

Specify if either:

- general goods or services – most procurements would fall under this category
- memorandum of understanding – this is a type of agreement that is used when a contract is made between government agencies
- contractor – used when engaging contracted staff from a recruitment company
- consultancy – needs to meet consultancy criteria. For further information please refer to the [Guidelines for Identifying Consultancies](#)

11. Stakeholders

Please state the key stakeholders associated with the procurement/project. Stakeholders are entities with an immediate interest in the success of a project or activity. Stakeholders may be individuals, Commonwealth departments or agencies or private bodies. Consulting with all potential stakeholders may not be practical, but a representative sample should be consulted from each key stakeholder group. Stakeholders may include:

- end users
- implementation and training personnel
- stores/distribution personnel
- quality assurance representatives
- logistics specialists
- technical specialists
- contract managers
- legal and financial specialists
- tax payers

12. Risks

Risk is the chance of something happening that will have an impact upon objectives and outcomes. Document any possible risks relevant to the procurement or contract phase and how those risks will be addressed. Where the assessment identifies risks that are not acceptable, the project officer must implement risk treatment strategies using a risk assessment template. For procurements that are of particularly high risk or over \$500,000 a separate formal Risk Assessment is highly recommended. For more information on risk assessments, please refer to ENTR or contact Governance.

13. Cost-Benefit Analysis

Explain why the procurement should be undertaken and how it delivers value for money. Set out resourcing requirements and a cost-benefit analysis if required. A cost-benefit analysis should include all relevant costs and benefits over the whole of life of the procurement.

14. Probity

In accordance with the Accountable Authority Instructions (AAIs) on Probity, a Probity Plan must be established where a procurement activity is:

- an open tender activity and valued at \$500,000 or more;
- considered a high risk; or
- particularly sensitive.

For more information in relation to probity management in the Department, please contact the Probity Support Officer in Governance (probity@infrastructure.gov.au).

15. More Information

For more information on the planning phase of procurement please contact the Grants and Procurement Team:

Phone: 02 6274 7144

Email: help.procurement@infrastructure.gov.au

ANNEX A – Approval to Proceed

This authorisation approves the Business Owner to proceed with the project/procurement as described in this template.

Approval

	Position	Signature	Date
[Insert financial delegate name]			

Conditions/Comments

Emergency

ENTR The Department Responsibilities and Decision Making



Probity

Probity

Probity is the evidence of ethical behavior in a particular process. Probity is underpinned by a number of principles, which, when adhered to, should ensure activities conform to particular requirements.

The department is required to observe the highest standards of probity and a Accountable Authority Instruction (AAI) has been issued by the Secretary. There are a number of essential principles to promote probity, and these principles need to be applied throughout our processes to ensure fair and equitable consideration and treatment.

The essential principles of probity are:

- fairness and impartiality
- consistency and transparency of process
- use of an appropriately competitive process
- appropriate security and confidentiality arrangements
- identification and management of actual and perceived conflicts of interests
- compliance with legislative obligations and Government policies

A probity plan must be developed for:

- all open tender activities (including expressions of interest) over \$80,000
- all procurement over \$500,000
- all grants, or
- any decision-making activity considered to be high risk, or particularly sensitive.

The probity plan should be tailored to the scale, complexity and sensitivity of the procurement, grant or funding program.



All new probity plans must use the departmental templates provided on this page.

Where a need to engage an External Probity Adviser has been identified, a rationale explaining the complexity or sensitivities involved with the activity in support of the request for the engagement of an External Probity Adviser must be sent to Probity@infrastructure.gov.au using the **Request to Engage an External Probity Adviser form** below. Officials must follow standard procurement processes when engaging an External Probity Adviser.

Probity for the department is managed by the Procurement Advisory Unit in the Finance, Legal and IT Division. For further assistance or advice on probity matters, please email Probity@infrastructure.gov.au.

Related Documents

Name
 Probity Long Form (Procurement) (July 2020)

Name
 Probity Short Form (Grants) (July 2020)
 Probity Short Form (Procurement) (July 2020)
 Quick Guide - Probity Plan Guidance and Templates
 Request to Engage an External Probity Advisor

Was this information helpful?

Yes

Somewhat

No

Next content review date: 5 April 2017

Maintained by (Section): Governance

Last modified on: 20/08/2020 11:56:10 AM





Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

PROBITY PLAN

PROBITY PLAN IN RELATION TO **^DETAILS^**

The Commonwealth of Australia as represented by the Department of
Infrastructure, Transport, Regional Development and Communications
ABN 86 267 354 017

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PLAN

1. Process framework

Note to drafters: This Probity Plan (long form) has been drafted for use in relation to a Request for Tender (**RFT**) process. It can also be used as a basis for a Plan for a RFQ or EOI process, with appropriate amendments.

This Plan provides a template of the sort of issues that should be addressed in a probity plan. It should be reviewed in light of the particular procurement process that is being undertaken. In particular, it should be reviewed against any other documentation relating to the procurement process (e.g. Conditions of Tender, Evaluation Plan) to ensure it is consistent. In addition, the Probity Plan assigns particular tasks to the Probity Adviser, Probity Coordinator and other specific Departmental personnel, you should ensure that this is consistent with your intentions. In some cases, responsibility has not been allocated to a specific role, in which case you should ensure the appropriate role is identified and specified.

This Plan assumes that an external probity adviser has been appointed as the Probity Adviser. If this is not the case the Plan will need to be revised or it may be preferable to use the Probity Plan (Short Form) template.

- 1.1. This Probity Plan (**Plan**) has been prepared by the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Communications (**Department**) for the purposes of its Request for Tender for **^insert details^** (**RFT**). The expected maximum value of this **^insert procurement/activity^** is anticipated to be \$**^insert^** (GST inclusive) and will be managed by **^insert Division/Name^**.
- 1.2. It is important that the processes which are adopted for the RFT are appropriately structured, ensuring equity and fairness by employing a defensible methodology which provides a way to meet the requirements of financial management, corporate governance and accountability laws and policies applicable to Commonwealth outsourcing processes. The objective is to create a flexible yet clearly defensible strategy.
- 1.3. This Plan deals with particular probity issues that are associated with the RFT. It is important to note that other Commonwealth policies and requirements will also be relevant to the conduct of the RFT and the personnel involved (both public servants and contractors). These include:
 - a. the *Public Service Act 1999* (Cth), the APS Values and the Code of Conduct;
 - b. the *Criminal Code* (Cth), particularly Division 122; and
 - c. the Lobbying Code of Conduct and APSC Circular 2008/4 Requirements relating to the Lobbying Code of Conduct and post separation contact with Government.

2. **Probity objectives and the Probity Adviser**

- 2.1. This Plan is designed to facilitate the achievement of the following overarching probity principles:
- a. compliance with applicable legislative and policy requirements. Relevant legislation and policy includes the *Public Governance, Performance and Accountability Act 2013* (Cth) (**PGPA Act**), Commonwealth procurement policies including the Commonwealth Procurement Rules (**CPRs**), and the Department's [Procurement Policy](#);
 - b. transparent and fully defensible processes are established and followed;
 - c. clear audit trails are established and maintained;
 - d. fair and equitable treatment of all tenderers participating in the RFT, consistent with the principles of procedural fairness and natural justice;
 - e. establishment and maintenance of practises and procedures to ensure that all confidential information is secured and protected; and
 - f. identification of conflicts of interests and protocols for their management are developed and implemented.

Note to drafters: Paragraph 2.2 is drafted on the basis that a probity adviser has been appointed and will have significant involvement in the RFT process. If the probity adviser is expected to be less involved and advise only on matters referred by the Department then the paragraph below (and elsewhere in this Plan, including Schedule 1 [Key Action Plan]) will require amendment. In some cases it may be appropriate for the Probity Coordinator to take on some of these roles. If this approach is being taken, it will be important it is clearly specified in the Plan

- 2.2. It is the role of the Probity Advisers (Internal and/or External) to assist the Department in meeting these objectives and to provide advice to the Department in the event any probity issues arise during the RFT process. A summary of the Probity Adviser's and the Department's responsibilities is set out in Schedule 1 [Key Action Plan].

Note to drafters: As noted above, this Plan assumes an internal and external probity adviser have been appointed. Any appointment of an external probity adviser needs to be undertaken through the central Procurement Team in accordance with the Department's Accountable Authority Instructions. The internal probity advisor must be an SES-level officer independent from the Division undertaking the procurement.

- 2.3. The **^Internal/External^** Probity Adviser for this RFT process is **^Insert name^**. The Probity Adviser's contact details are:
- ^Insert address, telephone etc^**
- 2.4. The Departmental officers and advisors involved in the RFT should be briefed on the procedures that must govern their behaviour during the RFT if probity standards are to be upheld. These important procedures include:

- a. disclosure of information to tenderers should be channelled only through the Contact Officer identified in the RFT for that purpose;
- b. all requests for information from tenderers should be directed through that Contact Officer;
- c. the Probity Adviser should review all requests from tenderers for information and the proposed responses prior to the responses being provided to tenderers;

Note to drafters: To ensure that all tenderers obtain equal access to information prior to tender closing, you may require that the Probity Adviser reviews all requests for information from tenderers and the proposed responses prior to them being issued to tenderers. In any case all communications must be directed through the Contact Officer and should be approved by the relevant delegate (usually the Chair of the Evaluation Panel).

- d. after the closing time for the RFT process (**Closing Time**), the Probity Adviser should review all proposed clarification requests to tenderers prior to them being issued to tenderers, and review all responses before the responses are included in the evaluation;

Note to drafters: To avoid providing some tenderers with the opportunity to improve their tenders after tender closing you may require that the Probity Adviser to review all clarification requests from the Evaluation Committee prior to them being issued to tenderers and then to review the response – as there is a risk that a tenderer may use the opportunity to respond to a clarification question to provide additional information that improves their tender. In any case all communications must be directed through the Contact Officer and should be approved by the relevant delegate (usually the Chair of the Evaluation Panel).

- e. obligations concerning confidentiality should be clearly understood and enforced;
- f. conflict of interest procedures should be established and adhered to; and
- g. the Probity Adviser should attend all key meetings and other meetings as required, on a case by case basis.

3. **Participants in the RFT process**

- 3.1. Any person who is employed by, or engaged by the Department to assist in the conduct of the RFT process; or who has access to sensitive or confidential information relating to the RFT process (this includes persons involved prior to and following the completion of the RFT process) will be considered a participant for the purposes of this Plan (**Participant**).
- 3.2. Participants include both individual Departmental officers (i.e. natural persons) and organisational participants (i.e. corporate persons).
- 3.3. Participants in the RFT process will at a minimum include:

- a. ^Insert description of the types of people to be involved - for example Departmental employees and officers, persons or organisations contracted as advisers and steering committees^.

4. **Key positions**

Note to drafters: include below those persons who will be directly involved in the RFT process, such as advisers, participants in the evaluation, persons involved in the evaluation committees etc.

Project Position	Name and Title	Contact Details
^Internal Probity Adviser^	^Insert details^	^Insert details^
^External Probity Adviser^	^Insert details^	^Insert details^
^Probity Coordinator^	^Insert details^	^Insert details^
^Procurement Advisor^	^Insert details^	^Insert details^
^Legal Adviser^	^Insert details^	^Insert details^
^Contact Officer^	^Insert details^	^Insert details^
^TEC Chair (Chair)^	^Insert details^	^Insert details^
^TEC member^	^Insert details^	^Insert details^
^TEC member^	^Insert details^	^Insert details^

Note to drafters: The Probity Coordinator is an individual within the Division, independent of the evaluation and is responsible for the day-to-day administration of Probity related matters

- 4.1. The Probity Coordinator is responsible for briefing all employees involved in the RFT on their responsibilities in relation to this Plan and providing each member with a copy.
- 4.2. The Probity Coordinator will retain, and keep on file, any completed Declaration of Personal Interests forms (refer Schedule 3 [Declaration of Personal Interests]) and Deed of Non-Disclosure forms (refer Schedule 2 [Deed of Non-Disclosure]) that may be required to be completed.

5. **Responsibilities of Participants**

- 5.1. All Participants must take note of this Plan and ensure that the components of the RFT process for which they are responsible comply with the objectives and principles set out in this Plan. In particular, Participants should at all times:
 - a. comply with the conflicts of interest policy set out in paragraph 9 of this Plan including:
 - i. completing and signing a Declaration of Personal Interests in the form set out at Schedule 3 [Declaration of Personal Interests];

- ii. ensuring that the Declaration of Personal Interests is kept up to date by notifying the Department immediately of any new conflicts or potential conflicts that arise, or may potentially arise, during the course of the RFT process;
- b. comply with the confidentiality and security policy set out in paragraph 8 of this Plan including completing and signing a Deed of Non-Disclosure in the form applicable to their role in the RFT process as set out at Schedule 2 [Deed of Non-Disclosure];
- c. comply with the gifts and hospitality policy set out in paragraph 10.4 of this Plan including taking note of and complying with the Protocols set out at Appendix C: Hospitality and Gifts Protocol to Schedule 5 [Protocols];
- d. comply generally with the Guidelines and Protocols set out at Schedule 4 [Probity Guidelines for Tender Evaluation] and Schedule 5 [Protocols];
- e. ensure that the RFT process is conducted in a manner which ensures fairness, impartiality and transparency; and
- f. comply with the requirements of the Evaluation Plan, [^]Insert details of any other applicable protocols or plans applicable to this RFT process including for instance RFT Evaluation Plans, the Procurement Strategy, Contracting Strategy, Evaluation Strategy and Negotiation Strategy and any additional guidance on probity[^] provided by the [^]Probity Adviser[^].

6. Project Process

Note to drafters (this is in relation to procurement – otherwise, please ignore the following paragraphs and remove clauses 6.1 to 6.3):

- 6.1. The procurement [is/is not] a covered procurement for the purposes of the Commonwealth Procurement Rules (CPR) and the *Government Procurement (Judicial Review) Act 2018* (Cth).

Note to drafters: If the procurement is a covered procurement and a public interest certificate is in force under that Act paragraphs 6.2 and 6.3 should be included.

- 6.2. A public interest certificate under that Act is in force in relation to the procurement that is the subject of the RFT.
- 6.3. The Complaints Officer, as detailed in the Evaluation Plan, is responsible for handling any complaints received under section 18 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

Note to drafters: If the procurement is a covered procurement and a public interest certificate is not in force under that Act paragraphs 6.4 should be included.

- 6.4. The Department's Procurement Complaints Policy details who is responsible for any decision whether to issue a public interest certificate in relation to the procurement that is the subject of the RFT.

7. **Management of Probity**

- 7.1. A summary of the tasks and activities to be undertaken in support of the probity principles is set out in Schedule 1 [Key Action Plan].
- 7.2. The primary responsibility for ensuring that the RFT process is undertaken consistently with the principles of process and probity rests with the Department. The Probity Adviser, where required, is responsible for advising and guiding the Department in respect of the process and probity of the procurement as a whole, including compliance with, and the monitoring of, this Plan.

8. **Confidentiality and Security**

- 8.1. The protection of confidential and commercially sensitive information is an important probity requirement. The CPRs provide that agencies should treat all tenders as confidential before and after the award of a contract. The effective management and recording of confidential information is crucial to preserving confidentiality.
- 8.2. The *Public Service Act 1999* and the APS Values and the Code of Conduct impose obligations on APS officers regarding confidentiality. All other individual Participants involved in the RFT process are required to complete, sign and return a Deed of Non-Disclosure in the form at Schedule 5 [Deed of Non-Disclosure]. Participants should also be aware of and comply with the requirements of the *Public Interest Disclosure Act 2013* (Cth) and the Department's [Public Interest Disclosures Procedure](#).
- 8.3. All organisational Participants will be expected to act in accordance with all confidentiality requirements imposed on them in their contractual obligations with the Department and also to act consistently with confidentiality requirements placed on their individual Participants. Organisational Participants must complete, sign and return the Compliance Declaration in the form at Appendix A to Schedule 5 [Protocols] which sets out their arrangements to ensure that staff comply with the confidentiality requirements of this Plan.
- 8.4. Unless otherwise authorised by Departmental policies or law, Confidential Information¹ should be restricted on a 'need to know' basis to those Participants that have signed the Deed of Non-Disclosure or have provided a Compliance Declaration.
- 8.5. Each Participant should observe appropriate procedures to ensure the security of Confidential Information relating to the RFT process, including storing and

¹ Confidential Information, as defined in the Evaluation Plan, means information that:

- (i) is by its nature confidential;
 - (ii) is designated by the disclosing party as confidential; or
 - (iii) the receiving party knows or ought to know is confidential;
- but does not include information which:
- (iv) is or becomes public knowledge other than by breach of confidentiality obligations; or
 - (v) has been independently developed or acquired by the receiving party, not in connection with this RFT. As established by written evidence.

keeping safe Confidential Information in their possession or under their control, and maintaining sufficient and appropriate procedures for the protection of Confidential Information. This includes physical and electronic security arrangements for the storage and safekeeping of Confidential Information. Organisational Participants are to provide details of their compliance with these requirements in the Compliance Declaration in the form at Appendix A to Schedule 5 [Protocols]. These arrangements will be subject to review by the Probity Adviser as required.

- 8.6. The protection of other sensitive information (**Controlled Information**) is also an important process requirement. Controlled Information includes security classified information, commercial-in-confidence information (including all tenders and other material received from tenderers), tender evaluation material (including working group and Secretariat reports and adviser reports), the tender evaluation report and recommendations. Controlled Information does not include any document that has been made available to the public.
- 8.7. The procedures set out in Appendix B: Security Protocol to Schedule 5 [Protocols] will be adopted to ensure that tender documentation and evaluation material will be appropriately stored, and that other Confidential Information is identified and, once identified, restricted to personnel who have given appropriate confidentiality undertakings. This includes physical and electronic security of Controlled Information.
- 8.8. Any breaches of confidentiality or security should be reported to the Probity Coordinator immediately, who will liaise with the Probity Adviser as required.
- 8.9. The Probity Adviser will monitor and advise as required on any issues which may arise in this context.

9. **Conflicts of interest**

- 9.1. It is important to ensure that during the RFT process appropriate mechanisms exist for dealing with any conflicts of interest – actual or perceived. Where competing interests and priorities exist, appropriate procedures must be adopted to minimise or avoid a situation where a conflict could arise. Conflicts of interest should be a standing item at the beginning of all applicable meetings whereby those present confirm that no conflicts have arisen since the last meeting.
- 9.2. A conflict of interest arises where a Participant to the RFT has an interest that conflicts, or could be perceived to conflict, with the interests of the Department. Where competing interests and priorities exist, appropriate procedures should be adopted to minimise or avoid situations where conflicts could arise.
- 9.3. All Departmental officers and advisers involved in the RFT process should have signed a Declaration of Personal Interests in the form at Schedule 3 [Declaration of Personal Interests], under which they declare that at the date the declaration is given, no conflict of interest exists. The Declaration of Personal Interests should be completed as soon as possible following the commencement of their involvement in the RFT process. Where the individual subsequently becomes

aware of an actual conflict or a risk of a potential conflict of interest, the individual must immediately notify the Probity Coordinator of that conflict or risk and as soon as possible provide the Probity Coordinator with an updated Declaration of Personal Interests.

- 9.4. All organisational Participants will be expected to act in accordance with all conflict of interest requirements imposed on them in their contractual obligations with the Department and also to act consistently with the conflict of interest requirements placed on their individual Participants. Organisational Participants must also complete, sign and return the Compliance Declaration in the form at Appendix A to Schedule 5 [Protocols] which sets out their arrangements to ensure that their staff comply with the conflict of interest requirements of this Plan.
- 9.5. There is no exhaustive list of what would constitute a conflict or perceived conflict of interest and hence advice on all possible conflicts should be sought and obtained from the Probity Adviser without delay. In the context of the RFT process, some examples of potential conflicts of interest (depending on the circumstances) may include:
 - a. in the case of a Departmental officer, or an adviser to the Department: holding a financial interest, business interest or position in their personal capacity (or indirectly through family members or close friends) which may lead to an actual or perceived misuse of their position to advantage a tenderer or potential tenderer in respect of the RFT;
 - b. in the case of a Departmental officer, or an adviser to the Department: inappropriate contact with a tenderer, potential tenderer or subcontractor to a tenderer or potential tenderer;
 - c. in the case of an adviser: acting for a tender, potential tenderer, or subcontractor to a tenderer or potential tenderer; and
 - d. in the case of an adviser: acting for a party other than the Department that has a direct or indirect interest in the outcome of the RFT.
- 9.6. A conflict could also arise where a Participant has:
 - a. a personal bias or inclination which would in any way affect the person's decisions in relation to a tenderer or potential tenderer; or
 - b. a personal obligation, allegiance or loyalty which would in any way affect the person's decisions in relation to a tenderer or potential tenderer.
- 9.7. The general approach to be taken to resolving conflicts of interest, or potential conflicts of interest is:
 - a. Participants are required to immediately bring to the attention of the Probity Coordinator any actual or potential conflicts of interest that arise (as they arise) during the conduct of the RFT and as soon as possible provide an updated Declaration of Personal Interests; and

- b. where a Declaration of Personal Interests is made, it should include a description of the Participant's proposed arrangements for the resolution/management of that conflict (which may or may not be acceptable to the Department).

Note to drafters: Paragraph 9.8 and 9.9 below may be used where the Department is to have control over referral to the Probity Adviser. These paragraphs will need to be tailored depending on the arrangement and whether the Probity Adviser is to take a leading role in the management of, and decisions relating to, probity or whether the Department will retain control over the management and decisions relating to probity.

- 9.8. Where an adviser organisation subsequently becomes aware of an actual or perceived conflict or a risk of a potential conflict of interest, the adviser organisation must immediately notify the Probity Coordinator of that conflict or risk.
- 9.9. The Probity Coordinator (with the assistance of the Probity Adviser) will:
 - a. review completed Declarations of Personal Interests, any updates to Declarations of Personal Interests and any information notified by an adviser organisation and advise on any conflicts (if any) which are identified;
 - b. monitor, review and advise as required on any conflict issues which may arise during the conduct of the RFT process; and
 - c. consider whether updated Declarations of Personal Interests should be provided by all Departmental officers and advisers and adviser organisations, (for example, once the identity of tenderers (and their subcontractors) are known).
- 9.10. The Probity Coordinator, with the assistance of the Probity Adviser, will inform the Participant whether the steps proposed by the Participant to manage/resolve the conflict are acceptable or not. If not, the Probity Coordinator will set out the steps that must be taken. The Participant must comply with Probity Coordinator's direction.
- 9.11. In addition, a conflicts of interest register should be established and maintained, to record all identified conflicts, together with all steps taken to resolve those conflicts of interest, on that register.
- 9.12. Completed Declarations of Personal Interests will contain personal information. It is therefore important that copies of all Declarations of Personal Interests are handled in accordance with the Australian Privacy Principles under the *Privacy Act 1988* (Cth) and the Department's [Privacy Policy](#).

10. **Communication with tenderers**

- 10.1. One of the key probity related principles is that all tenderers and potential tenderers in the RFT process must be treated fairly and equitably and consistently with the rules of procedural fairness and natural justice. To achieve this end it is necessary to establish protocols for communicating with tenderers and potential

tenderers leading up to and during the RFT process to ensure that information will not be provided to any tenderer which gives, or has the potential to give, an unfair advantage to that tenderer.

- 10.2. Contact with tenderers should only occur through the Contact Officer nominated in the RFT. Any communication with tenderers should be documented, with the documentation maintained in accordance with the document management system.
- 10.3. Procedures will also need to be adopted in contemplation of more formal communications with tenderers during the tender evaluation phase, for example, any meetings, interviews or presentations. The procedures are provided at Schedule 4 [Probity Guidelines for Tender Evaluation] and Schedule 5 [Protocols], including in Appendix D: Contact Protocols to Schedule 5 [Protocols].

Gifts and Hospitality

- 10.4. In addition to ongoing compliance with the Department's Code of Conduct (where applicable), adherence to the Hospitality and Gifts Protocol at Appendix C: Hospitality and Gifts Protocol to Schedule 5 [Protocols] and the Department's [AAI Gifts and Hospitality](#) is critical to assist in reducing the risk of such damage.

Contact with Incumbent Providers ^{^Optional^}

Note to drafters: The following paragraph is optional and deals with situations where there is an existing Contractor performing the relevant services. Where relevant, drafters should include this paragraph to ensure probity procedures are in place to regulate any contact between the Department and that Contractor.

- 10.5. Participants may have day to day business as usual contact with the Department's current service providers who provide ^{^insert services^} and other services (**Incumbent Providers**) and who may be tenderers or associated in some way with tenderers to the RFT.
- 10.6. Participants that may have these ongoing responsibilities must read and familiarise themselves with the protocol at Appendix F: Contact with Incumbent Provider Protocol ^{^Optional^} to Schedule 5 [Protocols]. These Participants have an important role in ensuring the probity of the RFT process and should take all steps necessary as set out in the protocol to avoid any actual or perceived unfairness in dealing with current service providers to the Department as compared to potential tenderers.

Industry briefings ^{^Optional^}

Note to drafters: The following paragraph is optional and deals with situations where the Department will be holding an industry briefing

- 10.7. The Department will hold an industry briefing following release of the RFT. It will be important to ensure that this part of the process is conducted in such a way as to uphold the probity of the process. Participants should read and adhere to

the Industry Briefing Protocol at Appendix E to Schedule 5 [Protocols] during any Industry Briefings.

- 10.8. The Probity Coordinator, with the assistance and support of the Probity Adviser as required, will monitor and review compliance with the processes adopted for the management of communications with tenderers.

11. RFT documentation

- 11.1. The RFT documentation must set out a defensible process consistent with the Department's procurement objectives and the CPRs. It is fundamental to the RFT process that all documents and other information provided to potential tenderers are consistent and sufficiently comprehensive to permit tenderers and potential tenderers to be able to make informed decisions about whether to participate in the RFT process and to be given the best opportunity to comply with the Department's requirements.
- 11.2. If it becomes necessary to change the RFT process, as a general rule, these changes should be communicated to all tenderers and potential tenderers so as to minimise any potential detrimental outcomes for them. The RFT should clearly set out the process for change or variation of the RFT documentation. The ultimate strategy adopted depends on the degree of variation contemplated and should be assessed on a case by case basis. Once the RFT is issued, the process set out in the RFT should be followed.
- 11.3. Where the Department intends to vary the RFT process, the Probity Adviser should be notified and should monitor and review compliance with the processes in the event it is necessary to amend the RFT documentation. Any proposed action that is inconsistent with the RFT should be referred to the Probity Adviser for advice prior to any action being taken.

12. Tender evaluation

Note to drafters: Clause 12 should be tailored to reflect whether or not an Evaluation Plan has been produced at the time of the issue of the Probity Plan and also to ensure the intended role of the Probity Adviser is accurately reflected.

- 12.1. An Evaluation Plan containing the procedures to be adopted in respect of the receipt of tenders and providing a clearly defined methodology for the evaluation of tenders should be established prior to the opening of tenders. The Probity Adviser will review the Evaluation Plan prior to it being finalised to ensure that the proposed methodology is clearly stated, is appropriate and is consistent with the other RFT documentation.
- 12.2. The Probity Adviser should brief members of the TEC prior to them commencing the evaluation regarding their probity obligations. All TEC members should comply with the procedures provided at Schedule 4 [Probity Guidelines for Tender Evaluation].

12.3. Appropriate reporting processes should be established to confirm that compliance with the agreed evaluation methodology in the Evaluation Plan has been achieved and that the appropriate sign offs have been obtained in relation to compliance with these agreed processes. The Probity Adviser as requested will monitor the evaluation process to ensure that it is conducted in accordance with the evaluation plan and any other relevant requirements, as outlined in Schedule 1 [Key Action Plan].

13. **Contract negotiations and debriefs**

13.1. In the event that the Department proceeds to contract negotiations with a preferred tenderer, guidelines should be issued which provide for the identification of key issues for negotiation and the preferred position on the issues. A negotiation directive should be developed by the Department to establish a framework for contract negotiation and to establish criteria governing the conduct of the negotiations. All negotiations should be fully documented.

13.2. It is Commonwealth policy that debriefs be available, on request for both successful and unsuccessful tenderers. Procedures should be adopted in respect of the debriefing of all tenderers.

13.3. It is important that a standard approach be taken in respect of debriefing. Tenderers should generally be debriefed by addressing the performance of their tender against the evaluation criteria. Tenderers should not be provided with information concerning other tenderers.

13.4. If requested by the Department, the Probity Adviser will monitor and review compliance with procedures adopted for debriefing tenderers.

14. **Compliance**

Note to drafters: The following paragraphs should be tailored to reflect the required approach, having regard to the risk profile of the procurement. Schedule 1 Key Action Plan should also be considered in detail and appropriately tailored.

14.1. The Probity Adviser will monitor compliance with this Plan in accordance with the steps and activities set out in Schedule 1 Key Action Plan.

14.2. The Probity Adviser can be called upon at any time during the RFT process to provide advice on probity issues. The Probity Adviser will also provide regular updates to the Department on any probity issues that arise during the RFT process. These reports will cover the nature of the issue, the content of any advice that was provided (including proposed remedial action) and details of any remedial action that was taken.

14.3. At key milestones during the RFT process, as required by the Department the Probity Adviser will provide a more formal sign off to the Department on the level of compliance of the RFT process with relevant probity requirements.

SCHEDULE 1. KEY ACTION PLAN

Note to drafters: Drafters should confirm the intended scope of the Probity Adviser's role in the Project and amend the table below accordingly. Drafters should take care to ensure the roles and obligations set out in the table below are consistent with the rest of the Plan.

Event	Probity objectives	Action	Status
Establish Plan and monitor compliance	<ul style="list-style-type: none"> — Finalise Plan for the RFT process — Ensure Plan is adhered to during the RFT process 	<p>Internal Probity Adviser to develop Plan for consideration and approval by the Tender Evaluation Committee (TEC) Chair (Chair).</p> <p>Probity Coordinator to monitor compliance with Plan throughout the RFT process and to report any variation from Plan to the Chair and the Probity Adviser.</p>	Ongoing
Provide Sign-offs	<ul style="list-style-type: none"> — Provide confirmation to the Chair and the Decision Maker that the RFT contains a defensible procurement/activity process and whether this has been followed 	<p>Internal Probity Adviser to provide Chair with sign offs at the following milestones:</p> <ul style="list-style-type: none"> — finalisation of the RFT and release of RFT to the market; — finalisation of evaluation report; and — final contract signing. <p>Sign offs to cover (where appropriate) the following:</p> <ul style="list-style-type: none"> — soundness of the procurement methodologies and procedures in the RFT — consistency of the evaluation plan with RFT documentation and soundness of methodologies and procedures; — adherence by TEC with the Evaluation Plan; — conduct of the negotiation process — confirmation on any probity issues dealt with appropriately. 	To be provided at agreed milestones

Event	Probity objectives	Action	Status
Confidentiality	<ul style="list-style-type: none"> — Ensure the protection of confidential information 	<p>Department to establish secure areas and security cabinets/containers and other facilities.</p> <p>Probity Coordinator to confirm terms of engagement of advisers and obtain deeds of confidentiality as appropriate.</p> <p>Breaches of confidentiality to be reported to the Probity Coordinator, who will liaise with the Internal/External Probity Adviser as required.</p> <p>Internal/External Probity Adviser to monitor and review compliance with confidentiality requirements as required.</p>	Ongoing
Conflict of interest	<ul style="list-style-type: none"> — Ensure all participants briefed on conflict of interest — Ensure Declarations of Personal Interests provided by all personnel involved in the RFT process 	<p>Probity Coordinator to confirm declarations completed by all Participants.</p> <p>Conflicts of interest should be a standing agenda item at beginning of all applicable meetings.</p> <p>Probity Coordinator to establish conflicts register to record all identified conflicts and their treatment.</p> <p>Probity Coordinator, and Internal/External Probity Adviser as required to monitor and report on compliance with conflict guidelines.</p> <p>Internal/External Probity Adviser to review and advise on any conflicts identified as required.</p> <p>Probity Coordinator, with assistance of the Internal/External Probity Adviser, to inform the Participant whether the steps proposed to manage / resolve the conflict are acceptable and if not, set out the steps to be taken.</p>	Ongoing
Hospitality and Gifts	<ul style="list-style-type: none"> — Ensure hospitality, gifts and benefits do not adversely impact on the RFT process 	<p>Internal/External Probity Adviser to advise on hospitality, gifts and benefits involving potential tenderers or tenderers</p>	Ongoing
Preparation of RFT documents	<ul style="list-style-type: none"> — Ensure RFT provides a defensible procurement process consistent with the Department's procurement objectives and the CPRs 	<p>Internal/External Probity Adviser to review and provide sign-off on the RFT documentation.</p>	Prior to issue of RFT

Event	Probity objectives	Action	Status
Evaluation Plan	<ul style="list-style-type: none"> — Ensure the evaluation plan is consistent with the RFT documentation and contains a complete and sound evaluation methodology and defensible procedures 	<p>Department in consultation with the Internal/External Probity Adviser prepare an Evaluation Plan to be finalised and adopted.</p> <p>Probity Adviser to review draft evaluation plan and ensure:</p> <ul style="list-style-type: none"> - contains a complete and sound evaluation methodology and defensible procedure - consistency with the RFT documentation, including the Conditions of Tender (including the evaluation criteria). <p>Evaluation Plan to be finalised no later than the tender Closing Time.</p>	Prior to Closing Time
Tender questions and meetings	<ul style="list-style-type: none"> — Ensure all tenderers are provided with equal access to information 	<p>Internal/External Probity Adviser to provide advice on a case by case basis on responses to clarification questions from tenderers.</p> <p>Internal/External Probity Adviser to advise on the conduct of any tenderer meetings and prepare specific protocols for the conduct of such meetings, as required by the Department.</p>	Before Closing Time
Receipt of Tenders	<ul style="list-style-type: none"> — Ensure document management systems are implemented for the handling of tender receipt and opening is consistent with the CPRs and lodgement procedures in the RFT. 	<p>Probity Coordinator to ensure an appropriate document management procedure process is adopted for receipt and opening of tenders.</p> <p>Internal/External Probity Adviser to provide advice on issues associated with tender receipt (eg treatment of late tenders).</p>	Closing Time
Evaluation of Tenders	<ul style="list-style-type: none"> — Ensure security of documentation and protection of confidential information — Ensure clearly defined evaluation methodology is adopted 	<p>Internal/External Probity Adviser to brief members of the TEC.</p> <p>Internal/External Probity Adviser to attend and monitor TEC meetings, and other tender evaluation meetings, as required.</p> <p>Internal/External Probity Adviser to provide advice, as required, on clarification questions and ad hoc advice on any other issues during the evaluation.</p> <p>Internal/External Probity Adviser to review draft evaluation report and provide comments to the Chair.</p>	Ongoing during evaluation

Event	Probity objectives	Action	Status
	<ul style="list-style-type: none"> — Ensure evaluation process is properly documented and that it establishes a clear and defensible basis for the evaluation of tenders 	<p>Internal/External Probity Adviser to monitor evaluation process and provide sign-off on whether the evaluation has been undertaken in accordance with the Evaluation Plan.</p>	
Tender clarifications and meetings	<ul style="list-style-type: none"> — Ensure tenderers are not provided with an opportunity for 'bid improvement' 	<p>Internal/External Probity Adviser to provide advice on clarification questions to tenderers and to review tenderer responses before they are admitted into the evaluation process.</p> <p>Internal/External Probity Adviser to advise on the conduct of any tenderer meetings and prepare specific protocols for the conduct of such meetings, as required by the Department.</p>	After Closing Time
Contract negotiations	<ul style="list-style-type: none"> — Ensure the contract negotiations are conducted appropriately 	<p>Chair to ensure confidentiality of unsuccessful tenderers' information is maintained</p> <p>Negotiation team lead to monitor and advise on the probity and legal process implications of proposed amendments or variations to the preferred tenderer's tender or to draft contract</p> <p>Internal/External Probity Adviser to provide ad hoc advice when requested by the negotiation team</p>	Prior to contract signature
Debriefing process	<ul style="list-style-type: none"> — Ensure that unsuccessful tenderers are notified of outcome and, if requested, offered debriefs — Ensure debriefs are conducted properly and that confidentiality and probity is maintained 	<p>Chair to ensure both the preferred tenderer and unsuccessful tenderers are provided with an opportunity to be debriefed, if requested.</p> <p>Probity Coordinator, with assistance from the Internal/External Probity Adviser as required, to review notification to all tenderers.</p> <p>Probity Coordinator, with assistance from the Internal/External Probity Adviser as required, to brief personnel to be involved in debriefing regarding purpose and content of debriefing (in particular, the importance of keeping other tenderers' information confidential, including the preferred tenderer).</p>	After contract signature

Event	Probity objectives	Action	Status
		Probity Coordinator, with assistance from the Internal/External Probity Adviser as required, to assist in preparation of discussion points by the Chair for each debriefing session prior to the session. Chair to ensure minutes of each debriefing session are kept and review minutes.	

SCHEDULE 2. DEED OF NON-DISCLOSURE

DEED OF NON-DISCLOSURE

PARTIES

This Deed Poll is made by the following person for the benefit of the **Commonwealth of Australia** as represented by the **Department of Infrastructure, Transport, Regional Development and Communications** (the **Commonwealth**)

1. **[Insert full name of confidant]** **[insert ABN, if applicable]**
[insert address]

CONTEXT

- A. The Commonwealth has entered into a contract (the **Contract**) with **[enter the name of the contractor here]** (the **Contractor**) for **[enter a description of the services to be provided by the contractor]** (the **Services**).
- B. I have been engaged by the Contractor to assist in providing the Services to the Commonwealth. In this role I may become aware of Commonwealth Confidential Information or Personal Information.
- C. The Commonwealth is concerned to protect the confidentiality of Confidential Information and the privacy of the Personal Information that I may come in contact with whilst providing the Services. The Commonwealth also brings to my attention certain provisions of the Criminal Code which deal with the disclosure or mishandling of information.
- D. I agree to protect the confidentiality of such Confidential Information and the privacy of such Personal Information in accordance with this Deed.

OPERATIVE PROVISIONS

By this Deed, I covenant and agree as follows:

1. **Interpretation**

1.1. **Definitions**

1.2. In this Deed, unless the context indicates otherwise:

Confidential Information

means information that:

- i. is by its nature confidential; or
- ii. is designated by the Commonwealth as confidential,

and includes any notes or copies based on or arising out of that information, including documents, equipment, information and data stored by any means.

- Criminal Code** means the *Criminal Code Act 1995* (Cth).
- Permitted Purpose** means only for the provision of my work in connection with the Services.
- Personal Information** has the same meaning as in the *Privacy Act 1988* (Cth).

1.3. **Commonwealth's representative for the purposes of this Deed**

- a. Where in this Deed any authority or request may be given by, or a notice issued to, the Commonwealth then it is taken to be effective if it is given by or issued to the Commonwealth's representative listed below:

Commonwealth's representative [INSERT – eg means the person occupying the position of [INSERT POSITION], or as otherwise notified me to me in writing. C/- [INSERT ADDRESS].

2. **Undertakings**

2.1. I undertake to:

- a. treat the Confidential Information and Personal Information as confidential;
- b. only use the Confidential Information and Personal Information as strictly necessary for the Permitted Purpose;
- c. not disclose or copy the Confidential Information and Personal Information unless prior written authority is given by the Commonwealth; and
- d. immediately notify the Commonwealth if I become aware that any of the Confidential Information or Personal Information:
 - i. has been used, copied or disclosed in breach of this Deed; or
 - ii. is required to be disclosed by law pursuant to clause 2.3.c.

2.2. Without limiting the generality of clause 2.1 above, in relation to Personal Information, I also undertake:

- a. not to access, use, modify, disclose or retain any Personal Information held by the Commonwealth or that I have acquired through the provision of the Services except for the Permitted Purpose;
- b. to take all reasonable measures to ensure any Confidential Information and Personal Information held or developed by me in connection with the Services is protected against loss, unauthorised access, use, modification or disclosure and against other misuse; and
- c. to observe the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth) and any amendments to the *Privacy Act 1988* (Cth) in the course of providing the Services whether or not I am legally bound to comply with that Act and as if I were an "Agency" within the definition of that Act.

2.3. The obligations of this Deed relating to Confidential Information do not apply to any information that is:

- a. or becomes in the public domain, unless it is or becomes in the public domain because of a breach of this Deed or breach of confidence by any person;
- b. independently developed by me (other than for the purposes of providing the Services), as can be evidenced in writing by me; or
- c. is required to be disclosed by law (to the extent that such disclosure is required and subject to my obligations under clause 2.1.d.ii).

2.4. If:

- a. I breach any provision of this Deed;
- b. my involvement in the Services ends (for any reason); or
- c. for any reason the Commonwealth requests me to return or destroy the Confidential Information or Personal Information in my possession;

then I agree to:

- d. immediately stop using, copying and disclosing the Confidential Information and Personal Information; and
- e. return to the Commonwealth all copies and other forms of the Confidential Information and Personal Information, or destroy it in accordance with the instructions given to me by the Commonwealth.

2.5. I acknowledge that any breach of this Deed may cause the Commonwealth and other parties significant damage. I also acknowledge that I am aware of the following legislation which may have application for my handling of Confidential Information:

- a. Division 122 of the Criminal Code;
- b. Section 91.1 and Part 10.7 of the Criminal Code;
- c. *Privacy Act 1988* (Cth); and
- d. *Freedom of Information Act 1982* (Cth).

2.6. The obligations under this Deed continue indefinitely and will survive both the termination and expiration of the Contract and the termination or expiration of my employment or other contractual relationship with the Contractor.

3. **Applicable Laws**

3.1. This Deed is governed by the laws applicable in the Australian Capital Territory and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

4. **Entire agreement**

4.1. All previous negotiations, agreements, understandings, representations or commitments in relation to or in any way affecting the subject matter of this Deed are merged in and superseded by this Deed and will be of no force and effect whatever.

4.2. No oral explanation or information provided by the Commonwealth to me will affect the meaning or interpretation of this Deed, or constitute a collateral agreement, warranty or understanding between myself and the Commonwealth.

EXECUTED AS A DEED POLL

This Deed Poll is made on [insert day(numeric) month(name) year(numeric) in full].

SIGNED SEALED AND DELIVERED by)

[insert full name of confidant]:)

)

)

Name of signatory

Signature

In the presence of:

Name of witness

Signature of witness

SCHEDULE 3. DECLARATION OF PERSONAL INTERESTS

Please type or write your answers in block capitals:

For Official Use Only when completed

The types of interests and relationships which may need to be disclosed include real estate investments, shareholdings, trusts or nominee companies, company directorships or partnerships, other significant sources of income, significant liabilities, gifts, private business, employment, voluntary, social or personal relationships that could or could be seen to impact upon official responsibilities.

For additional guidance refer to:

- [Resource Management Guide No. 203 General duties of officials \(Department of Finance\)](#);
- [APSC Circular 2014/2: "Amendments to the Australian Public Service Code of Conduct"](#); and
- [APSC Circular No 2007/1: "Declarations of personal Interests: Revised Policy Guidelines"](#).

Please complete:

- To the best of my knowledge and belief, no conflict exists which may hinder or prevent me from acting fairly and impartially, in the best interests of the Commonwealth, and on behalf of the Department of Infrastructure, Transport, Regional Development and Communications (the **Department**) in relation to Request for Tender for ^insert details^ (RFT). This information is true and correct.

OR

- I advise that the following pecuniary and other interests or relationships of myself and/or my immediate family members may give rise to a conflict of interest or to the perception of a conflict of interest:

[Insert interests – give the name and nature of operations of the company, partnership, association or other body, and set out the nature of the interest]

- Where I have advised that a conflict of interest or a perception of a conflict of interest may arise, I propose the following arrangements to resolve/manage the conflict of interest:

[Insert proposed arrangements to resolve/manage the conflict of interest]

- Where I have advised that a pecuniary and other interest/relationship of a member of my family conflicts with or may conflict with my duties in/with the Department, I have advised them of the disclosure (and where appropriate they have completed a Declaration of Consent – attached).

- I advise that I hold the following directorships or that I am engaged in the following employment/arrangement which may give rise to a conflict of interest or to the perception of a conflict of interest:

[Insert directorships or arrangements]

- I also confirm that where I am assigned a task or there is a change in circumstances that could give rise to a conflict or to the perception of a conflict of interest, I will promptly update this declaration.

- I have read and understood the Department's Australian Privacy Principle (APP) 5 notice (at the bottom of the next page) providing advice on the purpose of collection of this information and how it will be used.

Signature and date

Name (please print)

Position

Declaration of consent by immediate family member to the disclosure of personal financial and other interests

This declaration is to be completed by immediate family member(s) should circumstances arise in which the official considers that the personal financial and other interests of the family member(s) could or could be seen to influence the decisions they are taking or the advice they are giving.

Name: _____

Name of related official: _____

Relationship to official: _____

I am aware that my information has been collected for the purpose of identifying personal and other interests that could or could be seen to influence the decisions made or actions to be taken by the official covered by this declaration. I have read and understood the Australian Privacy Principle (APP) 5 notice at the bottom of this page advising the purpose of collection of this information and how it will be used.

I consent to the collection of my personal information by the Department of Infrastructure, Transport, Regional Development and Communications.

Signature and date

Name (please print)

Privacy Notice (APP 5)

The Department of Infrastructure, Transport, Regional Development and Communications (the **Department**) is collecting information for the purposes of compliance with its Conflict of Interest policies.

The Department will use this information to record your declaration of any personal and other interests that could or could be seen to influence decisions made by the employee or advice they are providing. This information is not routinely provided to parties external to the Department. If you do not provide a declaration for any personal financial and other interests the employee covered by the declaration will be responsible for any consequences arising if a conflict of interest is later identified.

The Department's online privacy policy contains information regarding complaint handling processes and can be accessed on the Department's webpage at <www.infrastructure.gov.au/department/about/privacy-policy.aspx>. The Department's Privacy Officer can be contacted on (02) 6274 6495.

For Official Use Only when completed

SCHEDULE 4. PROBITY GUIDELINES FOR TENDER EVALUATION

Note to drafters: The text set out in this schedule should be tailored for the specific RFT process and to be consistent with the remainder of the Plan. In particular, particular tasks are assigned to the Probity Adviser, Probity Coordinator and other specific Departmental personnel, you should ensure that this is consistent with your intentions. In some cases responsibility has not been allocated to a specific role, in which case you should ensure the appropriate role is identified and specified (and that it is consistent the Key Positions section of this Plan at paragraph 4.

1. Requests for information

- 1.1. Do not provide information, verbally or in writing, to any individual or organisation concerning the RFT process unless you have been specifically authorised to do so (see below for details of the Contact Officer for the obtaining of authorisation).
- 1.2. Make clear in response to any inquiry that:
 - a. you cannot provide information concerning the tender process unless you are authorised to do so; and
 - b. the inquiry cannot be made 'in-confidence' and will be referred to the Contact Officer.
- 1.3. Maintain a record of any requests for information, and make a report to the Contact Officer.

2. Content of information

- 2.1. If authorised to provide information to tenderers, ensure consistent information is provided to all potential tenderers and that all potential tenderers are treated fairly.
- 2.2. Do not disclose any sensitive information about a potential tenderer to any other potential tenderer.
- 2.3. If authorised to respond to tenderers after the tender closing time (**Closing Time**), do not discuss any information with a tenderer that comments on or makes a comparison with another tenderer's proposal.
- 2.4. Do not make any comments or give information to the media regarding the RFT process.
- 2.5. Do not provide information about the decision making process to tenderers or potential tenderers.
- 2.6. Ensure the security of all Controlled Information relating to the RFT process.
- 2.7. Do not express any personal opinions on the RFT process publicly, privately or on the email system, particularly in regard to preferred tenderer or tendered prices.

3. Contact with third parties

- 3.1. Do not consider unsolicited references or submissions by tenderers outside those provided for in the RFT process.
- 3.2. With respect to offers of hospitality, attending conferences, making site visits, making inspections or attending functions etc:

- a. you cannot provide information concerning the RFT process;
- b. in deciding whether to attend, you should consider whether the function relates to the RFT process, or otherwise whether an actual or perceived conflict could arise in relation to the RFT process. If so, you should generally refuse to attend. The matter should be referred to the Contact Officer if there is any uncertainty;
- c. if the decision is to attend, you should consider whether it is appropriate, when accepting the invitation, to include a statement that you will not be able to discuss the RFT process at the function. The statement should be sent to the Contact Officer who should arrange for it to be cleared by the Probity Adviser;
- d. you should not discuss the RFT process at the function;
- e. if possible, at least two Participants should attend the function to ensure that, if necessary, each Participant is able to corroborate that the RFT process was not discussed by them at the function;
- f. a file note of the attendance, including confirmation that the RFT process was not discussed, should be sent to the Contact Officer;
- g. care should be taken when accepting invitations that there is no discrimination and that potential tenderers are treated fairly. Invitations should either be rejected or accepted on a consistent basis. For example, it would not be appropriate to accept all offers of hospitality from one potential tenderer and reject all those from another; and
- h. care should be taken in accepting gifts from potential tenderers, whether or not the gift is within the relevant Departmental guidelines. Gifts should generally not be accepted in circumstances where it could possibly give rise to an actual or perceived conflict of interest in relation to the tender process, for example, if there could be a perception that the gift is made to bias the RFT process in a particular way. The matter should be referred to the Contact Officer for clearance with the Probity Adviser if there is any uncertainty.

4. Contact Officer

- 4.1. The Contact Officer is **^Insert name and contact details - this person must be consistent with the Contact Officer set out in the RFT^**.

SCHEDULE 5. PROTOCOLS

The sensitive nature of the RFT process requires the establishment of and adherence to specific protocols that govern contact between Departmental personnel and the personnel of its advisers and other contractors (**Participants**), and tenderers and potential tenderers.

These Protocols set out the rules that are to govern general contact between Participants and tenderers or potential tenderers, including offers of hospitality and gifts.

These Protocols recognise that there may be contact between Participants and tenderers or potential tenderers during the RFT process - either directly in relation to the RFT, or in the course of other Departmental business.

APPENDIX A - COMPLIANCE DECLARATION

Organisational Participants must set out details of their compliance with paragraphs 8 and 9 in relation to confidentiality, security and conflicts of interest.

To: The Department of Infrastructure, Transport, Regional Development and Communications

I confirm that all principals and staff engaged by [Name of organisation] to provide services in relation to the Request for Tender for ^insert details^ (RFT) have been directed to read and comply with the terms of the Probity Plan for the RFT (**Plan**).

We have the following arrangements in place to ensure that our principals and staff comply with the confidentiality and conflict of interest requirements of the process as set out in the Plan:

[Outline security, confidentiality/conflict arrangements]

.....[Name of organisation] undertakes to notify you immediately if any of our principals or staff becomes aware of any non-compliance or breach of any of the requirements of the Plan.

Dated

Signed

(Name of individual, position of individual, name of organisation)

APPENDIX B: SECURITY PROTOCOL

Note to drafters: The Protocol set out below is an example only and should be tailored for the specific RFT process and to be consistent with the remainder of the Plan. In particular, tasks are assigned to the Probity Adviser, Probity Coordinator and other specific Departmental personnel, you should ensure the allocation is consistent with your intentions. In some cases responsibility has not been allocated, in which case you should ensure the appropriate role is identified and specified (and that it is consistent the Key Positions section of this Plan at paragraph 4.

- 1.1. The information dealt with during the RFT process will be commercially sensitive to both industry and the Commonwealth, and must be handled and protected accordingly. Hard and soft copies of RFT documentation (including evaluation documents) will be secured in an appropriate C Class container when not in use.
- 1.2. All copies of tenders will be accounted for by the Tender Evaluation Committee (TEC) Chair (Chair), and controlled and issued by the Chair. Numbered copies of the tenders will be allocated to members of the TEC and other relevant advisers as necessary, however these will be registered and the person to whom they are allocated will be responsible for their safekeeping. The Probity Coordinator, Tender Steering Committee members, the Decision Maker and ^{^insert any other personnel who may have access^} can have access to any tender information required to fulfil their roles, subject to the recording of that access, and compliance with appropriate security requirements. Access to tender material for anyone else is to be on a 'need to know' basis and will be at the sole discretion of the Chair.
- 1.3. No copying of any part of the tenders will be permitted without written authorisation of the Chair and all copies of, or parts of, the tenders are to be returned to a member of the Chair on completion of tender evaluation. A register will be kept for these purposes. Where copying of any tender evaluation documentation does take place, documents shall not be left unattended (for example, on photocopy machines).
- 1.4. A form of register that can be used for the purposes of paragraphs 1.2 and 1.3 is included at Attachment 1.
- 1.5. Evaluation reports and associated material, both in draft and final form, shall be visibly classified 'Commercial-In-Confidence' as a minimum.
- 1.6. To facilitate audit or investigation should it be required, the Probity Coordinator will as applicable maintain records of the RFT and related documentation, the evaluation process, written and oral ministerial briefings, meetings of the TEC, tender clarifications, and all other communications with tenderers in relation to the entire process.
- 1.7. Tender or evaluation material must not be communicated to persons outside the TEC ^{^Insert title - refer to Key Positions e.g. Secretariat ^} and relevant advisers, unless the Chair otherwise gives written authorisation.
- 1.8. Briefings on the progress of the tender evaluation process may be provided by the Chair or by formal ministerial submission, on request to Ministers, Parliamentary Secretaries and their staff recognising that such persons are subject to statutory confidentiality arrangements. If provided orally, a record must be made and

submitted to the Probity Coordinator. If provided in writing, a copy of the briefing submission must be provided to the Probity Coordinator.

- 1.9. During the tender evaluation process, any documentation related to the tender process that is to be disposed of must be shredded or placed in secure waste containers.
- 1.10. On completion of the tender evaluation process all tenders, evaluation material, working papers and reports, will be returned to the Probity Coordinator who will ensure the tenders, evaluation material, working papers and reports are disposed or archived, whichever is relevant, in accordance with usual Departmental processes. However, relevant advisers to the RFT process are permitted to retain one copy of any advice or reports provided to the Department providing that it be securely stored.
- 1.11. To ensure the security of the documents on the IT system, access to RFT documents should be restricted to the Probity Coordinator, members of the TEC (including the Chair) and [^]Insert title - refer to Key Positions e.g. Secretariat, Steering Committee, TEB[^].
- 1.12. If the Probity Coordinator, members of the TEC (including the Chair) and [^]Insert title - refer to Key Positions e.g. Secretariat, Steering Committee, TEB[^] or relevant advisers need to create electronic RFT documents, these will be created and edited on their personal (secure) drives.
- 1.13. E-mail can be used as a method of communicating RFT documents within the Department, including between TEC members. E-mail transmission of assessment documents outside of the Department (eg to advisers) may occur if the Chair is satisfied that the e-mail recipient has in place a sufficiently secure e-mail system. The exception to this rule would be where it can be clearly demonstrated to the satisfaction of the Chair that the document is not commercial in confidence, and would not compromise the integrity of the evaluation process should it become public.
- 1.14. At the end of each day, the Department's IT service provider backs-up the entire Department system so that where RFT documents were corrupted or lost, the back up document would be able to be retrieved. Other key documents may be backed-up if considered appropriate, and stored securely.

APPENDIX B – ATTACHMENT 1 TENDER REGISTER

Tender Register

[Insert tender details]

File Number: xx/xxxx

Note: All employees involved in Request for Tenders (RFT) will ensure that the information received from bidders is secure and not disclosed to unauthorised persons while in the department's custody. Such disclosure, or risk of disclosure, may result in the RFT process being compromised and the process needing to be recommenced.

PLEASE SIGN BEFORE SIGNING OUT AND ON RETURN

Tender Copy [Tenderer and Copy No.]	Date Out	Name and Signature	Date Returned	Name and Signature

APPENDIX C: HOSPITALITY AND GIFTS PROTOCOL

Note to drafters: The Protocol set out below is an example only and should be tailored for the specific RFT process and to be consistent with the remainder of the Plan. In particular, tasks are assigned to the Probity Adviser, Probity Coordinator and other specific Departmental personnel, you should ensure the allocation is consistent with your intentions. In some cases responsibility has not been allocated, in which case you should ensure the appropriate role is identified and specified (and that it is consistent the Key Positions section of this Plan at paragraph 4.

- 1.1. In relation to the offer of hospitality or gifts during the RFT process, the following protocols must be adhered to:
- a. Gifts from tenderers or potential tenderers or potential members of a consortium bid or potential subcontractors or advisers to potential tenderers must not be accepted in any circumstances.
 - b. Participants should be extremely careful in accepting any hospitality from a person or party who may be associated with or be a potential tenderer.
 - c. In deciding whether to accept hospitality, Participants should consider whether the hospitality in any way relates to the RFT process or otherwise whether an actual or perceived conflict or bias could arise. If so, Participants should refuse the hospitality. The matter must be referred to the Probity Adviser if there is any uncertainty.
 - d. If a Participant determines that the offer of hospitality in no way relates to the RFT process and would otherwise be consistent with the Department's policy and could not give rise to an actual or perceived conflict of interest, and a decision is made to accept the hospitality, the Participant should consider whether it is necessary, when accepting the invitation, to include a statement that no discussion of the RFT process can take place.
 - e. The Participant must not discuss the RFT process or other sensitive matters during any functions.
 - f. If possible, at least two Participants should attend any function to ensure that, if necessary, each person is able to corroborate that the RFT process was not discussed by them.
 - g. A file note of the attendance, including confirmation that the RFT process or other sensitive matters were not discussed, should be sent to the Probity Coordinator.

APPENDIX D: CONTACT PROTOCOLS

Note to drafters: The Protocol set out below is an example only and should be tailored for the specific RFT process and to be consistent with the remainder of the Plan. In particular, tasks are assigned to the Probity Adviser, Probity Coordinator and other specific Departmental personnel, you should ensure the allocation is consistent with your intentions. In some cases responsibility has not been allocated, in which case you should ensure the appropriate role is identified and specified (and that it is consistent the Key Positions section of this Plan at paragraph 4).

- 1.1. All requests from the public or the media for information in relation to the RFT should be directed to the [Contact Officer][or ^Insert title - refer to Key Positions^].
- 1.2. Participants must not provide information, verbally or in writing, to tenderers, potential tenderers or any person outside the RFT process concerning the RFT process unless specifically authorised to do so by the [Chair][or ^Insert title - refer to Key Positions^].
- 1.3. Participants must not meet with tenderers or potential tenderers, except to the extent that their normal duties require them to do so and provided that such meetings can be carried out without prejudicing the probity of the Project. The meeting must be notified in advance to the [Chair][or ^Insert title - refer to Key Positions^] if there is any uncertainty about the appropriateness of the meeting. If a meeting is held, the Project must not be discussed, and a record of the contact must be sent to the Probity Coordinator.
- 1.4. Participants who have contact with Incumbent Providers must adhere to the additional Probity Protocols in Appendix F: Contact with Incumbent Provider Protocol ^Optional^ of Schedule 5 [Protocols].
- 1.5. Participants must not disclose any sensitive information about a tenderer or potential tenderer to any other tenderer or potential tenderer.
- 1.6. Participants must:
 - a. not respond to requests for information (whether the requests are verbal or written) in relation to the RFT process, except as set out in this Protocol;
 - b. record any such requests or other contact in relation to the RFT process and report them to the Probity Coordinator; and
 - c. make it clear in responding to any inquiry that they cannot provide any specific information concerning the RFT process and that any questions or requests for information regarding the RFT process should be formally submitted in writing to the Contact Officer.
- 1.7. Participants must not express any personal opinions, whether publicly or to any person outside of the RFT process, about the RFT process, or a tenderer or potential tenderer or a tendered solution.

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- 1.8. Participants must not make any comments or give information to the media regarding the RFT.
- 1.9. Any Participant that is approached by, or approaches, a tenderer or potential tenderer regarding the possibility of employment must notify the Probity Coordinator. This is so that the Department can manage the perceptions created by the approach and overall probity of the RFT process.

APPENDIX E: INDUSTRY BRIEFING PROTOCOL

Note to drafters: The Protocol set out below is an example only and should be tailored for the specific RFT process and to be consistent with the remainder of the Plan. In particular, tasks are assigned to the Probity Adviser, Probity Coordinator and other specific Departmental personnel, you should ensure the allocation is consistent with your intentions. In some cases responsibility has not been allocated, in which case you should ensure the appropriate role is identified and specified (and that it is consistent the Key Positions section of this Plan at paragraph 4.

If there is to be no Industry Briefing then remove the text and insert the words "Not applicable".

- 1.1. Central to management of probity risks associated with the industry briefings will be ensuring that potential tenderers are treated equitably and not provided with deceptive or misleading information. An agenda should be established by Department prior to the commencement of the Industry Briefing and this agenda should be followed as much as possible.
- 1.2. The Probity Coordinator with the assistance of the Probity Adviser are responsible for providing advice and guidance regarding the conduct of the process and probity of the RFT process. The Probity Coordinator and Probity Adviser will be present at the Industry Briefing. Tenderer personnel should be advised that the Probity Coordinator and Probity Adviser will be present and that the role of Probity Coordinator and Probity Adviser will be to monitor proceedings and to notify Participants of questions or other matters which are not permitted from a probity perspective.
- 1.3. The Industry Briefing will be conducted by a combined team of personnel from the Department as follows:
 - a. **^Insert name and position^**
- 1.4. The probity principles applicable to the provision of feedback to potential tenderers during the Industry Briefing can be summarised as follows:
 - a. not negotiating any of the requirements of the RFT (explanations and clarifications can however be discussed);
 - b. providing facts and not providing opinions or preferences;
 - c. providing current and historical information and not providing conjecture or statements as to future matters;
 - d. ensuring that all potential tenderers have equal access to the same relevant information. Where questions are taken on notice, ensure that any information later disseminated in response is circulated to all potential tenderers;

- e. if one on one consultation sessions are offered as part of the Industry Briefing they should be offered to all potential tenderers and care taken to make sure that there is equality of access to information;
- f. a record of all questions and answers provide during the course of the Industry Briefing should be maintained;
- g. if it is intended that the Industry Briefing will cover or include any Departmental Confidential Information consider whether potential tenderers should be asked to sign a confidentiality deed before being able to attend.

APPENDIX F: CONTACT WITH INCUMBENT PROVIDER PROTOCOL **^OPTIONAL^**

Note to drafters: The Protocol set out below is an example only and should be tailored for the specific RFT process and to be consistent with the remainder of the Plan. In particular, tasks are assigned to the Probity Adviser, Probity Coordinator and other specific Departmental personnel, you should ensure the allocation is consistent with your intentions. In some cases responsibility has not been allocated, in which case you should ensure the appropriate role is identified and specified (and that it is consistent the Key Positions section of this Plan at paragraph 4.

If there is no Incumbent Provider then remove the text and insert the words "Not applicable".

Introduction

- 1.1. This Protocol sets out the probity procedures and practices that Participants will follow throughout the RFT process in their dealings with incumbent service providers.

Scope of application

- 1.2. The purpose of this Protocol is to address the particular probity risks arising from the Department's relationship with its current service provider who provides services which will be subject to the **^Insert details of RFT^ (RFT) (Incumbent Providers)** and who may be tenderers or associated in any way with tenderers.
- 1.3. Until receipt of proposals for the RFT, Participants will not necessarily know whether or not an Incumbent Provider will be a 'potential tenderer' to the process for example whether the Incumbent Provider will:
- a. itself respond to the RFT
 - b. respond to the RFT as a member of a consortium bid
 - c. be included as a subcontractor in a response or
 - d. provide assistance to any tenderer.
- 1.4. Accordingly this Protocol must be complied with by Participants so as to govern all contact with the Incumbent Provider.
- 1.5. The Protocol applies to all Participants who may have contact with the Incumbent Provider at any time:
- a. during the development of the RFT and associated documentation and while the process remains open
 - b. during the evaluation process and
 - c. prior to contract signature with the successful tenderer.
- 1.6. The Department should also brief Departmental personnel who are not currently actual Participants but who may have contact with the Incumbent Provider and also require them to comply with this Protocol. Although these personnel are

unlikely to influence the RFT process their actions may be scrutinised in the context of any future potential challenge or complaint. The Department may wish to seek specialist assistance in conducting these briefings.

Risks to the Department

- 1.7. There are two key risks to the Department in managing its relationship with the Incumbent Provider.
- 1.8. The main risk is that the Incumbent Provider may be a potential tenderer (or associated with a potential tenderer) to the RFT process and may actually gain or be perceived to have gained an unfair advantage over other potential tenderers by virtue of its current relationship with the Department (e.g. being able to access non public information or access information in advance of its release to other tenderers). As a consequence of this actual or perceived advantage another tenderer, for example a disgruntled tenderer that is not successful, may seek to challenge the process.
- 1.9. This Protocol seeks to manage this risk by setting out practices and procedures to provide an even playing field for all potential tenderers regardless of whether or not they are Incumbent Providers.
- 1.10. The secondary risk is that the Incumbent Provider may seek to establish that there was some form of bias against that Incumbent Provider (e.g. on the basis of past performance or any personal or professional relationship with tenderer personnel) and may seek to challenge the process on this basis as being contrary to policy by discouraging competition or being discriminatory or unfair.
- 1.11. Regardless of any prior issues with Incumbent Providers, an Incumbent Provider may potentially offer value for money to the Department for this RFT making it advantageous for the Department to include them in the RFT process and treat them fairly during that process. This Protocol will support this objective. An Incumbent Provider's past track record can of course be a factor which is taken into account as part of the evaluation process as long as it is assessed in a fair and unbiased manner.
- 1.12. The Department will manage these risks by briefing all Participants on this Protocol and actively following the Protocol. This will not eliminate the risk of challenge to the process but will support the Department to defend any allegations and to the extent possible ensure an accountable, transparent, ethical and accordingly 'defensible process' by:
 - 1.13. demonstrating that the risk was well understood by relevant Departmental personnel;
 - a. demonstrating that Departmental personnel were briefed and knew how to manage the risk;
 - b. the Department having practices and procedures in place to manage the risk;

- c. the Department having a record of contact with the Incumbent Provider that will provide evidence that the Department has dealt with the Incumbent Provider and potential tenderers even-handedly; and
- d. providing evidence that the Department could rely on if it had to defend a challenge in the future.

Essential Contact Protocols

1.14. All Participants must observe these essential protocols in their contact with the Incumbent Provider:

- a. No information about the RFT process may be discussed or disclosed to Incumbent Providers personnel, contractors, agents of or advisers.
- b. Strictly protect the confidentiality of tenderers' submissions, identity of tenderers and any communication with tenderers throughout the RFT process.
- c. Only day to day business as usual matters may be discussed with the Incumbent Provider.
- d. No opinion or view on the suitability of the Incumbent Provider for future contracts or their capacity to perform the existing contract should be expressed by Departmental personnel either directly or indirectly.
- e. All information relating to the RFT process is to be quarantined to the Participants and not provided to or discussed with other Departmental personnel who may have day to day contract with the Incumbent Provider in the course of their duties.
- f. If the Incumbent Provider asks any Participant any question about the RFT process then they must:
 - i. decline to answer
 - ii. tell the Incumbent Provider that the Department is under strict obligations not to disclose any matter relating to the RFT process

Note to drafters: Whether the matter is referred to the Probity Adviser will depend on the scope of the Probity Adviser's role. Subparagraph iii. will need to be amended to reflect the specific position that the matter will be referred to (refer to Key Positions). This should be consistent with the rest of the Plan including the table at Schedule 1 [Key Action Plan] and the Key Positions in the Plan itself.

- iii. refer the matter to the Probity Coordinator and
- iv. maintain a record of any questions or requests for information and report this to the Probity Coordinator.
- g. Where feasible and practical at least two Departmental personnel should attend every meeting with the Incumbent Provider and where required the Probity Adviser should also attend.

- h. All day to day contact (e.g. giving instructions or reviewing performance) should be diarised (e.g. a short diary entry noting where the meeting was and who attended and the subject of the meeting).
- i. All substantial meetings should be held formally and a record maintained
- j. Meetings should not be held in public (e.g. in restaurants or cafés)
- k. The Incumbent Provider should not be given any opportunity to comment or contribute to the development of the RFT procurement documentation including request information or to any aspect of evaluation methodology or process.
- l. The Probity Protocols on Contact and Hospitality and Gifts must be strictly observed in connection with the Incumbent Provider. The key point being:
 - i. No gift, hospitality or sponsorship is to be accepted from the Incumbent Provider.
 - ii. Participants are required to declare any actual or potential conflict of interest to the Department as per this Protocol. This is an ongoing requirement throughout the RFT process.
- m. Any offer or prospective offer of employment by an Incumbent Provider to a Participant (including a contractor) should be reported to the Probity Coordinator.



Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

PROBITY PLAN

PROBITY PLAN IN RELATION TO ^INSERT **DETAILS**^ GRANT PROGRAM

The Commonwealth of Australia as represented by the Department of Infrastructure,
Transport, Regional Development and Communications
ABN: 86 267 354 017

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PROBITY PLAN

1. Program framework

Note to drafters: This Probity Plan template has been drafted for use in relation to a simple grant program.

This plan provides a template of the sort of issues that should be addressed in a Probity Plan. It should be reviewed in light of the particular grant program that is being undertaken. In particular, it should be reviewed against any other documentation relating to the grant program such as the grant opportunity guidelines and any application form to ensure it is consistent.

For more complex grant programs you should seek advice from your Probity Adviser about supplementing this template.

- 1.1. This Probity Plan (**Plan**) has been prepared by the Department of Infrastructure, Transport, Regional Development and Communications (the **Department**) for the purposes of its administration of **^insert name of grant program^** (the **Program**). The expected maximum value of **^insert name of grant program^** is anticipated to be \$**^insert^** (GST exclusive) and will be managed by **^insert Division/Name^**.

Note to drafters: Details regarding the nature of the Program should be included below. The following is just an example and needs to be tailored to the actual Program.

- 1.2. The Program will be conducted by a closed, non-competitive grant process with the grant opportunity guidelines (the **Guidelines**) and application form (the **Application**) issued via GrantConnect.
- 1.3. It is important that the Program is conducted in a way that seek to treat applicants fairly and is consistent with the Guidelines and Commonwealth Grant Rules and Guidelines (**CGRGs**).
- 1.4. This Plan deals with particular probity issues that are associated with the Program. It is important to note that other Commonwealth policies and requirements will also be relevant to the conduct of the Program and the personnel involved (both public servants and contractors) (**Participants**). These include:
- the *Commonwealth Grants Rules and Guidelines 2017* (**CGRGs**);
 - the *Public Service Act 1999* (Cth), the APS Values and the Code of Conduct;
 - the *Public Governance, Performance and Accountability Act 2013* (Cth);
 - the *Criminal Code* (Cth), particularly Division 122; and

- e. the Lobbying Code of Conduct and APSC Circular 2008/4 Requirements relating to the Lobbying Code of Conduct and post separation contact with Government.

2. Probity objectives, the Probity Adviser and the Probity Coordinator

- 2.1. From a probity viewpoint, the objectives of the Department for the Program can be summarised as ensuring that:
 - a. there is compliance with applicable legislative and policy requirements;
 - b. a transparent and fully defensible process is established and followed;
 - c. a clear audit trail is established and maintained;
 - d. all applicants participating in the Program are treated fairly and consistently with the Guidelines;
 - e. procedures are established and maintained so as to ensure that all confidential information is secured and protected; and
 - f. all conflicts of interests are identified and protocols for their management are developed and implemented.
- 2.2. The primary responsibility for ensuring the Program is undertaken consistently with probity principles rests with the Department.
- 2.3. It is the role of the Probity Adviser to assist the Department in meeting these objectives and to provide advice to the Department in the event any probity issues arise.

Note to drafters: if both an internal and external Probity Adviser have been appointed, the Plan will need to be reviewed and tailored to ensure their respective responsibilities are clearly specified

- 2.4. The Probity Adviser for this Program is **^Insert name^**. The Probity Adviser's contact details are:

^Insert address, telephone etc^

Note to drafters: a Departmental officer in the relevant Division should be appointed as Probity Coordinator. This will generally be the first point of contact regarding probity issues and related administrative matters

- 2.5. The Probity Coordinator for this Program is **^Insert name^**. The Probity Adviser's contact details are:

^Insert address, telephone etc^

- 2.6. Departmental officers and advisors involved in the Program should be briefed on the requirements of this Plan and must ensure they comply with the objectives and principles set out in this Plan. In particular, Participants should at all times:

- a. comply with the **conflict of interest** requirements set out in paragraph 4 of this Plan including:
 - i. completing and signing a Declaration of Personal Interests in the form set out in Schedule 1 to this Plan; and
 - ii. ensuring the Declaration of Personal Interests is kept up to date by notifying the Probity Coordinator immediately of any new conflicts of potential conflicts that arise, or may potentially arise, during the course of the Program;
- b. comply with the **confidentiality and security** requirements set out in paragraph 3 of this Plan;
- c. comply with the **communication requirements** for the Program set out in paragraph 5 of this Plan;
- d. comply with the **gifts and hospitality requirements** set out in paragraph 6 of this Plan; and
- e. ensure that the Program is conducted in a fair, impartial and transparent manner and consistently with the Guidelines.

3. Confidentiality

- 3.1. The protection of confidential and commercially sensitive information is an important probity requirement. APS employees are bound by the *Crimes Act 1914* relating to confidentiality of information as well as the APS Code of Conduct. The effective management and recording of confidential information is crucial to preserving confidentiality.
- 3.2. Participants should:
 - a. treat as the default position, non-public information relating to an application or grant agreement as confidential;
 - b. manage information in accordance with its commercial sensitivity and security classification (if any); and
 - c. ensure confidential information is only accessible by and/or communicated to those with a 'legitimate need to know'.
- 3.3. Procedures should be adopted to ensure that applications, evaluation materials (such as any score sheets, summary notes etc), evaluation reports and grant agreements are stored in a way that protects their confidentiality and access to such documents should be restricted to Participants who are subject to statutory confidentiality obligations or have given appropriate confidentiality undertakings.
- 3.4. Participants should be aware of and comply with the requirements of the *Public Interest Disclosure Act 2013* (Cth) and the Department's [Public Interest Disclosures Procedure](#).
- 3.5. Any breaches of confidentiality or security should be reported to the Probity Adviser immediately.

- 3.6. The Probity Adviser will monitor and advise as required on any issues which may arise in this context.

4. Conflicts of interest

- 4.1. It is important to ensure that during the conduct of the Program appropriate mechanisms exist for dealing with any conflicts of interest – actual or perceived. Where competing interests and priorities exist, appropriate procedures must be adopted to minimise or avoid a situation where a conflict could arise. Conflicts of interest should be a standing item at the beginning of all applicable meetings whereby those present confirm that no conflicts have arisen since the last meeting.
- 4.2. The CGRGs provide that a conflict of interest may arise:
- a. where decision-makers or officials involved in the grants administration have a direct or indirect interest, which may influence the selection of a particular grant activity;
 - b. where members of external committees have a direct or indirect interest in informing a decision about expenditure or providing advice on grant opportunities; and
 - c. where a potential grantee has a direct or indirect interest, which may influence the selection of their proposed grant activity during the application process. Conflicts may also arise when undertaking the grant activity.
- 4.3. All Departmental officers and advisers involved in the Program should have signed a Declaration of Personal Interests. In the Declaration of Personal Interests, the Departmental officer or adviser is required to declare that, at the date the declaration is given, no actual or perceived conflict of interest exists or is likely to arise as a result of their involvement in the Program. Where the individual subsequently becomes aware of an actual or perceived conflict or a risk of a potential conflict of interest, the individual must immediately notify the Probity Coordinator of that conflict or risk and as soon as possible provide the Probity Coordinator with an updated Declaration of Personal Interests. It may be necessary for updated declarations to be provided from time to time.
- 4.4. Each adviser organisation assisting the Department in the conduct of the Program should provide a Declaration of Personal Interests detailing whether they or an affiliated organisation acts in any capacity for:
- a. an applicant or potential applicant (including subcontractors) in the Program; or
 - b. a party, other than the Department, that has a direct or indirect interest in the outcome of the Program.
- It may be necessary for updated declarations to be provided from time to time during the conduct of the Program.

Note to drafters: All external adviser organisations (including the Probity Adviser) should provide a Declaration of Personal Interests to the Department – this could be part of the contract under which adviser is engaged or in the form of a letter. The adviser should address the following issues:

- whether it (or any of its affiliates or related entities) is advising an applicant or potential applicant (including subcontractors) in relation to the Program or in any other capacity;
- any of its personnel working on the Program are advising or have advised any applicant or potential applicant (including subcontractors) in any capacity;
- if the answer to either of the above is 'yes', the type of work undertaken, timing and duration and the materiality of the relationship (in terms of whether it is long term, ongoing or of significant value); and
- if the work is ongoing or likely to occur again in the future, the internal segregation and quarantining measures and protocols that will be put in place to ensure that information relating to the grant is not disclosed to personnel working for applicants (and vice versa).

- 4.5. Where an adviser organisation subsequently becomes aware of an actual or perceived conflict or a risk of a potential conflict of interest, the adviser organisation must immediately notify the Probity Coordinator of that conflict or risk and as soon as possible provide the Probity Coordinator with an updated Declaration of Personal Interests.
- 4.6. The Probity Coordinator (with the assistance of the Probity Adviser) will:
- a. review completed Declarations of Personal Interests and advise on any conflicts (if any) which are identified;
 - b. monitor, review and advise as required on any conflict issues which may arise during the conduct of the Program; and
 - c. consider whether updated Declarations of Personal Interests should be provided by all Departmental officers and advisers and adviser organisations (for example, once the identity of applicants (and their subcontractors) are known).

Note to drafters: When the initial Declaration of Personal Interests is obtained it is possible that not all applicants (including their subcontractors) in the Program have been identified. If this is the case, it may be appropriate for Departmental officers and advisers involved in the Program to provide an updated Declaration of Personal Interests when applicants are identified (eg after the receipt of applications).

- 4.7. In addition, a conflicts of interest register should be established and maintained, to record all identified conflicts, together with all steps taken to resolve those conflicts of interest, on that register.

- 4.8. Completed Declarations of Personal Interests will contain personal information. It is therefore important that copies of all Declarations of Personal Interests are handled in accordance with the Australian Privacy Principles under the *Privacy Act 1988* (Cth) and the Department's [Privacy Policy](#).

5. Communication with Applicants

- 5.1. One of the key probity related principles is that all applicants be treated fairly and equitably. To achieve this end it is necessary to establish protocols for communicating with applicants and potential applicants leading up to and during the Program to ensure that information will not be provided to any applicant which gives, or has the potential to give, an unfair advantage to that applicant.
- 5.2. To ensure that communications with applicants do not give rise to any actual or perceived unfair advantage or actual or perceived unfair treatment of applicants in relation to the Program, Participants must adhere to the following protocols:
- a. contact with applicants and potential applicants in relation to the Program should only occur through the Contact Officer. If Participants other than the Contact Officer are contacted about the Program, they must:
 - i. decline to comment;
 - ii. refer the enquirer to the Contact Officer;
 - iii. make a record of that contact, and how they handled it; and
 - iv. provide that record to the Contact Officer.
 - b. Participants must not provide information, verbally or in writing, to applicants or potential applicants or any other person outside the project concerning the Program unless specifically authorised to do so by the Contact Officer or Program Director.
 - c. Participants must not disclose any sensitive information about an applicant or potential applicant to any other applicant or potential applicant.

Other enquiries, including media enquiries

- 5.3. Participants must not provide information, verbally or in writing to any person outside the project concerning the Program unless specifically authorised to do so by the Contact Officer or Program Director.
- 5.4. All requests from the public or the media for information in relation to the project or Program should be directed to the Contact Officer. Participants must not make any comments or give information to the media regarding the project.
- 5.5. Participants must not express any personal opinions, whether publicly or to any person outside of the Program, about the Program, or an applicant or potential applicant or grant activity.
- 5.6. If any enquiries are made with Participants regarding the Program, Participants should:

- i. decline to comment;
- ii. refer the enquiry to the Contact Officer;
- iii. make a record of that contact, and how they handled it; and
- iv. provide that record to the Contact Officer.

6. **Gifts, hospitality and other contact with applicants**

- 6.1. Departmental officers and advisers involved in the Program may be placed in situations where applicants or potential applicants offer (or provide) hospitality, gifts or other benefits (including offers of employment). It may also be necessary for Departmental officers and advisers to have contact with applicants or potential applicants as part of their other responsibilities. Contact with applicants or potential applicants has the potential to undermine the integrity of the process.
- 6.2. In addition to ongoing compliance with the APS Values and Code of Conduct, adherence to the Department's Accountable Authority Instructions (AAIs) Gifts and Hospitality is critical to assist in reducing the risk of such damage. Participants should note that failure to comply with the AAI Gifts and Hospitality will be considered a serious matter for further action by the Department.
- 6.3. Participants involved in the Program should adhere to the following protocols:
 - a. extreme care should be taken in accepting any hospitality from a potential applicant or applicant– where possible, Department officers and advisers should refuse the hospitality;
 - b. where a Department officer or adviser is proposing to accept hospitality from a potential applicant or applicant (for example, as part of their duties) an actual or perceived conflict of interest or an allegation of bias on the part of the Department officer or adviser could arise. If so, the Department officer or adviser should seek the advice of the Probity Adviser (through the Probity Coordinator) prior to accepting the hospitality;
 - c. if a decision is made to accept the hospitality or where it is otherwise necessary for there to be contact, the Department officer or adviser should not discuss the Program or matters related to the Program with the potential applicant or applicant;
 - d. if possible, at least two persons (i.e. two representatives of the Department or the adviser organisation) should be in attendance to ensure that each person is able to corroborate that Program was not discussed;
 - e. immediately following the hospitality or contact, the Departmental officer or adviser should send to the Probity Coordinator a file note of the attendance, including confirmation that the Program was not discussed; and
 - f. gifts from a potential applicant or applicant should not be accepted during any hospitality or otherwise.

7. Guidelines

- 7.1. The Guidelines must set out a defensible selection process consistent with the CGRGs. It is fundamental to the Program that guidelines, documents and other information provided to participants are consistent and sufficiently comprehensive to permit applicants and potential applicants to be able to make informed decisions about whether to participate in the Program and to be given the best opportunity to comply with the Department's requirements.
- 7.2. If it becomes necessary to change the Program, as a general rule, these changes should be communicated to all applicants and potential applicants so as to minimise any potential detrimental outcomes for them. The Guidelines should clearly set out the process for change or variation of the documentation, and where a change to the Program or documentation is necessary, the process set out in the Guidelines should be followed.
- 7.3. Where the Department intends to vary the Program, the Probity Adviser should be notified and should monitor and review compliance with the processes in the event it is necessary to amend the documentation.

8. Grant selection process

- 8.1. The procedures to be adopted in respect of the receipt of grant applications and the evaluation and selection of applications should be included in the Guidelines. The Probity Adviser should review the Guidelines prior to them being finalised to ensure that the proposed methodology is clearly stated, appropriate and consistent with the aim of selecting applications that best represent value with relevant money in the context of the Program objectives.
- 8.2. Appropriate reporting processes should be established to confirm that compliance with the agreed evaluation methodology has been achieved and that the appropriate sign offs have been obtained in relation to compliance with these agreed processes. The Probity Adviser will monitor the selection process to ensure that it is conducted in accordance with the Guidelines and any other relevant requirements, as required by the Department.

9. Grant agreement negotiations and debriefs

- 9.1. In the event that the Department proceeds to a grant agreement negotiations with one or more preferred applicants, guidelines should be issued which provide for the identification of key issues for negotiation and the preferred position on the issues. All negotiations should be fully documented.
- 9.2. The Department's Service Charter applies to complaints about the Program.
- 9.3. It is important that a standard approach be taken in respect of debriefing. Applicants should generally be debriefed by addressing the performance of their applications against the selection criteria. Applicants should not be provided with information concerning other applicants.

- 9.4. If requested by the Department, the Probity Adviser will review responses to questions and can monitor and advise of meetings to respond to questions.

10. Compliance

Note to drafters: The following paragraphs should be tailored to reflect the required approach, having regard to the risk profile of the Program. KAP at Schedule 1 should also be considered in detail and appropriately tailored.

- 10.1. The Probity Adviser will monitor compliance with this Plan and can be called upon at any time during the Program to provide advice on probity issues.
- 10.2. At key milestones during the Program, the Probity Adviser can provide a sign offs or reports to the Department on the level of compliance of the Program with relevant probity requirements.

SCHEDULE 1 KEY ACTION PLAN

Event	Probity objectives	Action	Status
Establish Probity Plan and monitor compliance	Finalise Plan for the Program Ensure Plan is adhered to	Probity Coordinator with assistance from the Probity Adviser to develop Plan for consideration and approval by the Chair of the Selection Committee (Chair). Probity Coordinator to monitor compliance with Probity Plan throughout the Program and to report any variation from Plan to the Chair and the Probity Adviser.	Ongoing
Provide Sign-offs	Provide confirmation to the Chair and the Decision Maker regarding the conduct of the Program	Probity Adviser to provide Chair with sign offs at the following milestones: — finalisation of the Guidelines and application form and release of RFT to the market; — finalisation of selection report; and — final agreement(s) signing. Sign offs to cover the following: — consistency with Guidelines and related documentation; — confirmation on any probity issues dealt with appropriately.	Ongoing
Confidentiality	Ensure the protection of confidential information	Department to establish secure areas and security cabinets/containers and other facilities. Probity Coordinator to confirm terms of engagement of advisers and obtain deeds of confidentiality as appropriate.	Ongoing
Conflict of interest	Ensure all Participants briefed on conflict of interest Ensure conflict of interest declarations provided by all personnel involved in the Program	Probity Coordinator to confirm declarations completed by all personnel Conflicts of interest should be a standing agenda item at beginning of all applicable meetings. Probity Coordinator to establish conflicts register to record all identified conflicts and their treatment. Probity Coordinator, with assistance of the Probity Adviser, to inform the Participant whether the steps proposed to manage / resolve the conflict are acceptable and if not, set out the steps to be taken.	Ongoing

Event	Probity objectives	Action	Status
Preparation of Guidelines, application form and related documents	Ensure that the development RFT documentation is conducted appropriately	Probity Adviser to review and provide sign-off on the Guidelines, application form and related documents.	Prior to issue of RFT
Receipt of applications	Ensure document management systems are implemented for the handling of applications	Ensure an appropriate document management procedure is adopted for receipt of applications.	Closing Time
Selection process	Ensure security of documentation and protection of confidential information Ensure clearly defined selection methodology is adopted Ensure selection process is properly documented and that it establishes a clear and defensible basis for the evaluation of applications	Probity Adviser to brief members of the selection committee. Probity Adviser to provide advice, as required, on clarification questions and ad hoc advice on any other issues during the evaluation. Probity Adviser to review draft selection report and provide comments to the Chair.	Ongoing during selection process
Agreement negotiations	Ensure the agreement negotiations are conducted appropriately	Chair to ensure confidentiality of applicants' information is maintained Negotiation team lead to monitor and advise on the probity and legal process implications of proposed amendments or variations to the application or draft agreement Probity Adviser to provide ad hoc advice when requested by the negotiation team	Prior to agreement signature

SCHEDULE 2 DECLARATION OF PERSONAL INTERESTS

Please type or write your answers in block capitals:

For Official Use Only when completed

The types of interests and relationships which may need to be disclosed include real estate investments, shareholdings, trusts or nominee companies, company directorships or partnerships, other significant sources of income, significant liabilities, gifts, private business, employment, voluntary, social or personal relationships that could or could be seen to impact upon official responsibilities.

For additional guidance refer to:

- [Resource Management Guide No. 203 General duties of officials \(Department of Finance\)](#);
- [APSC Circular 2014/2: "Amendments to the Australian Public Service Code of Conduct"](#); and
- [APSC Circular No 2007/1: "Declarations of personal Interests: Revised Policy Guidelines"](#).

Please complete:

- To the best of my knowledge and belief, no conflict exists which may hinder or prevent me from acting fairly and impartially, in the best interests of the Commonwealth, and on behalf of the Department of Infrastructure, Transport, Regional Development and Communications (the **Department**) in relation to ^{^insert details^} Grant Program (**Program**). This information is true and correct.

OR

- I advise that the following pecuniary and other interests or relationships of myself and/or my immediate family members may give rise to a conflict of interest or to the perception of a conflict of interest:

[Insert interests – give the name and nature of operations of the company, partnership, association or other body, and set out the nature of the interest]

- Where I have advised that a conflict of interest or a perception of a conflict of interest may arise, I propose the following arrangements to resolve/manage the conflict of interest:

[Insert proposed arrangements to resolve/manage the conflict of interest]

- Where I have advised that a pecuniary and other interest/relationship of a member of my family conflicts with or may conflict with my duties in/with the Department, I have advised them of the disclosure (and where appropriate they have completed a Declaration of Consent – attached).

- I advise that I hold the following directorships or that I am engaged in the following employment/arrangement which may give rise to a conflict of interest or to the perception of a conflict of interest:

[Insert directorships or arrangements]

- I also confirm that where I am assigned a task or there is a change in circumstances that could give rise to a conflict or to the perception of a conflict of interest, I will promptly update this declaration.
- I have read and understood the Department's Australian Privacy Principle (APP) 5 notice (at the bottom of the next page) providing advice on the purpose of collection of this information and how it will be used.

Signature and date

Name (please print)

Position

Declaration of consent by immediate family member to the disclosure of personal financial and other interests

This declaration is to be completed by immediate family member(s) should circumstances arise in which the official considers that the personal financial and other interests of the family member(s) could or could be seen to influence the decisions they are taking or the advice they are giving.

Name: _____

Name of related official: _____

Relationship to official: _____

I am aware that my information has been collected for the purpose of identifying personal and other interests that could or could be seen to influence the decisions made or actions to be taken by the official covered by this declaration. I have read and understood the Australian Privacy Principle (APP) 5 notice at the bottom of this page advising the purpose of collection of this information and how it will be used.

I consent to the collection of my personal information by the Department of Infrastructure, Transport, Regional Development and Communications.

Signature and date

Name (please print)

Privacy Notice (APP 5)

The Department of Infrastructure, Transport, Regional Development and Communications (the **Department**) is collecting information for the purposes of compliance with its Conflict of Interest policies.

The Department will use this information to record your declaration of any personal and other interests that could or could be seen to influence decisions made by the employee or advice they are providing. This information is not routinely provided to parties external to the Department. If you do not provide a declaration for any personal financial and other interests the employee covered by the declaration will be responsible for any consequences arising if a conflict of interest is later identified.

The Department's online privacy policy contains information regarding complaint handling processes and can be accessed on the Department's webpage at <www.infrastructure.gov.au/department/about/privacy-policy.aspx>. The Department's Privacy Officer can be contacted on (02) 6274 6495.



Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

PROBITY PLAN

PROBITY PLAN IN RELATION TO **^DETAILS^**

The Commonwealth of Australia as represented by the Department of Infrastructure,
Transport, Regional Development and Communications
ABN 86 267 354 017

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PROBITY PLAN

1. Process framework

Note to drafters: This Probity Plan (short form) has been drafted for use in relation to a simple Request for Tender (RFT) process. It can also be used as a basis for a Probity Plan for a RFQ or EOI process, with appropriate amendments.

This Plan provides a template of the sort of issues that should be addressed in a probity plan. It should be reviewed in light of the particular procurement process that is being undertaken. In particular, it should be reviewed against any other documentation relating to the procurement process (e.g. Conditions of Tender, Evaluation Plan) to ensure it is consistent. In addition, the Probity Plan assigns particular tasks to the Probity Adviser, Probity Coordinator and other specific Departmental personnel, you should ensure that this is consistent with your intentions. In some cases responsibility has not been allocated to a specific role, in which case you should ensure the appropriate role is identified and specified.

- 1.1. This Probity Plan (**Plan**) has been prepared by the Department of Infrastructure, Transport, Regional Development and Communications (the **Department**) for the purposes of its Request for Tender for ^{^insert details^} (RFT). The expected maximum value of this ^{^insert procurement/activity^} (GST inclusive) is anticipated to be \$^{^insert^} and this procurement will be managed by ^{^insert Division/Name^}.
- 1.2. It is important that the processes which are adopted for the RFT are appropriately structured, ensuring equity and fairness by employing a defensible methodology which provides a way to meet the requirements of financial management, corporate governance and accountability laws and policies applicable to Commonwealth outsourcing processes. The objective is to create a flexible yet clearly defensible strategy.
- 1.3. This Plan deals with particular probity issues that are associated with the RFT. It is important to note that other Commonwealth policies and requirements will also be relevant to the conduct of the RFT and the personnel involved (both public servants and contractors). These include:
 - a. the *Public Service Act 1999* (Cth), the APS Values and the Code of Conduct;
 - b. the *Criminal Code* (Cth), particularly Division 122; and
 - c. the Lobbying Code of Conduct and APSC Circular 2008/4 Requirements relating to the Lobbying Code of Conduct and post separation contact with Government.

2. Probity objectives, the Probity Adviser and the Probity Coordinator

- 2.1. From a probity viewpoint, the objectives of the Department in conducting the RFT can be summarised as ensuring that:
- a. there is compliance with applicable Commonwealth procurement policies;
 - b. a transparent and fully defensible process is established and followed;
 - c. a clear audit trail is established and maintained;
 - d. all tenderers participating in the RFT are treated fairly and equitably, consistent with the principles of procedural fairness and natural justice;
 - e. procedures are established and maintained so as to ensure that all confidential information is secured and protected; and
 - f. all conflicts of interests are identified and protocols for their management are developed and implemented.
- 2.2. The primary responsibility for ensuring the RFT is undertaken consistently with probity principles rests with the Department.
- 2.3. It is the role of the Probity Adviser to assist the Department in meeting these objectives and to provide advice to the Department in the event any probity issues arise during the RFT process. A summary of the Probity Adviser's and the Department's responsibilities is set out in Schedule 1 [Key Action Plan].

Note to drafters: if both an internal and external probity adviser have been appointed, the Plan will need to be reviewed and tailored to ensure their respective responsibilities are clearly specified

- 2.4. The Probity Adviser for this RFT Process is **^Insert name^**. The Probity Adviser's contact details are:
- ^Insert address, telephone etc^**

Note to drafters: a Departmental officer in the relevant Division should be appointed as Probity Coordinator. This will generally be the first point of contact regarding probity issues and related administrative matters

- 2.5. The Probity Coordinator for this Program is **^Insert name^**. The Probity Adviser's contact details are:
- ^Insert address, telephone etc^**
- 2.6. Departmental officers and advisors involved in the RFT should be briefed on the procedures that must govern their behaviour during the RFT if probity standards are to be upheld. These important procedures include:
- a. disclosure of information to tenderers should be channelled only through a Contact Officer identified in the RFT for that purpose;

- b. all requests from tenderers for information should be directed through that Contact Officer;
- c. the Probity Adviser should review all requests from tenderers for information and the proposed responses prior to the responses being provided to tenderers;

Note to drafters: To ensure that all tenderers obtain equal access to information prior to tender closing, it is preferable for the Probity Adviser to review all requests for information from tenderers and the proposed responses prior to them being issued to tenderers.

- d. after the closing time for the RFT (**Closing Time**), the Probity Adviser should review all proposed clarification requests to tenderers prior to them being issued to tenderers and review all responses before the responses are included in the evaluation.

Note to drafters: To avoid providing some tenderers with the opportunity to improve their tenders after tender Closing Time it is best practice for the Probity Adviser to review all clarification requests from the Evaluation Team prior to them being issued to tenderers and then to review the response.. You should amend paragraph c and d to reflect the approach being adopted. The Department should be encouraged to refer all responses to clarification questions to the Probity Adviser – as there is a risk that a tenderer may use the opportunity to respond to a clarification question to provide additional information that improves their tender.

- e. obligations concerning confidentiality should be clearly understood and enforced;
- f. conflict of interest procedures should be established and adhered to; and
- g. the Probity Adviser should attend all key meetings and other meetings as required, on a case by case basis.

3. Confidentiality

- 3.1. The protection of confidential and commercially sensitive information is an important probity requirement. The *Commonwealth Procurement Rules (CPRs)* provide that agencies should treat all tenders as confidential before and after the award of a contract. The effective management and recording of confidential information is crucial to preserving confidentiality.
- 3.2. Procedures should be adopted to ensure that tenders, the Evaluation Plan, evaluation materials (such as any score sheets, summary notes etc) and evaluation reports are stored in a way that protects their confidentiality and access to such documents is restricted to personnel who have given appropriate confidentiality undertakings.

- 3.3. Participants should be aware of and comply with the requirements of the *Public Interest Disclosure Act 2013* (Cth) and the Department's [Public Interest Disclosures Procedure](#).
- 3.4. Any breaches of confidentiality or security should be reported to the Probity Coordinator immediately, who will liaise with the Probity Adviser as required.
- 3.5. The Probity Adviser will monitor and advise as required on any issues which may arise in this context.

4. Conflicts of interest

- 4.1. It is important to ensure that during the RFT process appropriate mechanisms exist for dealing with any conflicts of interest – actual or perceived. Where competing interests and priorities exist, appropriate procedures must be adopted to minimise or avoid a situation where a conflict could arise. Conflicts of interest should be a standing item at the beginning of all applicable meetings whereby those present confirm that no conflicts have arisen since the last meeting.
- 4.2. There is no exhaustive list of what would constitute an actual or perceived conflict of interest and hence advice on all possible conflicts should be sought and obtained from the Probity Adviser without delay. Some examples of potential conflicts of interest in the RFT process include:
 - a. in the case of Departmental officers, themselves or an immediate family member having a financial or business interest in relation to a tenderer or potential tenderer (including subcontractors) involved the RFT process; and
 - b. in the case of a Departmental adviser, acting or having acted in any capacity for a tenderer or potential tenderer (including subcontractors) in the RFT process or acting for a party other than the Department that has a direct or indirect interest in the outcome of the RFT process.
- 4.3. All Departmental officers and advisers involved in the RFT Process should have signed a Declaration of Personal Interests. In the Declaration of Personal Interests, the Departmental officer or adviser is required to declare that, at the date the declaration is given, no actual or perceived conflict of interest exists or is likely to arise as a result of their involvement in the RFT process. Where the individual subsequently becomes aware of an actual or perceived conflict or a risk of a potential conflict of interest, the individual must immediately notify the Probity Coordinator of that conflict or risk and as soon as possible provide the Probity Coordinator with an updated conflict of interest declaration. It may be necessary for updated declarations to be provided from time to time during the RFT process.
- 4.4. Each adviser organisation assisting the Department in the conduct of the RFT process should provide a conflict of interest declaration detailing whether they or an affiliated organisation acts in any capacity for:

- a. a tenderer or potential tenderer (including subcontractors) in the RFT process; or
- b. a party, other than the Department, that has a direct or indirect interest in the outcome of the RFT process.

It may be necessary for updated declarations to be provided from time to time during the RFT process.

Note to drafters: All external adviser organisations (including the external Probity Adviser) should provide a Declaration of Personal Interests to the Department – this could be part of the contract under which adviser is engaged or in the form of a letter. The adviser should address the following issues:

- whether it (or any of its affiliates or related entities) is advising a tenderer or potential tenderer (including subcontractors) in relation to the RFT process or in any other capacity;
- any of its personnel working on the RFT process are advising or have advised any tenderer or potential tenderer (including subcontractors) in the RFT process in any capacity;
- if the answer to either of the above is 'yes', the type of work undertaken, timing and duration and the materiality of the relationship (in terms of whether it is long term, ongoing or of significant value); and
- if the work is ongoing or likely to occur again in the future, the internal segregation and quarantining measures and protocols that will be put in place to ensure that information relating to the RFT is not disclosed to personnel working for tenderers (and vice versa).

- 4.5. Where an adviser organisation subsequently becomes aware of an actual or perceived conflict or a risk of a potential conflict of interest, the adviser organisation must immediately notify the Probity Coordinator of that conflict or risk and as soon as possible provide the Probity Coordinator with an updated conflict of interest declaration.
- 4.6. The Probity Coordinator (with the assistance of the Probity Adviser) will:
 - a. review completed Declarations of Personal Interests and advise on any conflicts (if any) which are identified; and
 - b. monitor, review and advise as required on any conflict issues which may arise during the conduct of the RFT process; and
 - c. consider whether updated Declarations of Personal Interests should be provided by all Departmental officers and advisers and adviser organisations (for example, once the identity of tenderers (and their subcontractors) are known).

Note to drafters: When the initial Declarations of Personal Interests is obtained it is possible that not all tenderers (including their subcontractors) in the RFT process have been identified. If this is the case, it may be appropriate for Departmental officers and advisers involved in the RFT process to provide an updated Declaration of Personal Interests when tenderers are identified (eg after the receipt of tenders).

- 4.7. In addition, a conflicts of interest register should be established and maintained, to record all identified conflicts, together with all steps taken to resolve those conflicts of interest, on that register.
- 4.8. Completed Declarations of Personal Interests will contain personal information. It is therefore important that copies of all conflict of interest declarations are handled in accordance with the Australian Privacy Principles under the *Privacy Act 1988* (Cth) and the Department's [Privacy Policy](#).

5. Communication with tenderers

- 5.1. One of the key probity related principles is that all tenderers and potential tenderers in the RFT process must be treated fairly and equitably and consistently with the rules of procedural fairness and natural justice. To achieve this end it is necessary to establish protocols for communicating with tenderers and potential tenderers leading up to and during the RFT process to ensure that information will not be provided to any tenderer which gives, or has the potential to give, an unfair advantage to that tenderer.
- 5.2. Contact with tenderers should only occur through the Contact Officer nominated in the RFT. Any communication with tenderers should be documented, with the documentation maintained in accordance with the document management system.
- 5.3. Procedures will also need to be adopted in contemplation of more formal communications with tenderers during the tender evaluation phase, for example, any meetings, interviews or presentations.
- 5.4. The Probity Coordinator, with the assistance and support of the Probity Adviser as required, will monitor and review compliance with the processes adopted for the management of communications with tenderers, as outlined in the KAP at Schedule 1.

6. Gifts, hospitality and other contact with tenderers

- 6.1. Departmental officers and advisers involved in the RFT process may be placed in situations where tenderers or potential tenderers offer (or provide) hospitality, gifts or other benefits (including offers of employment). It may also be necessary for Departmental officers and advisers to have contact with tenderers or potential tenderers as part of their other responsibilities. Contact with tenderers or potential tenderers during the RFT process has the potential to undermine the integrity of the process.

- 6.2. In addition to ongoing compliance with the APS Values and Code of Conduct, adherence to the Department's Accountable Authority Instructions (AAIs) Gifts and Hospitality is critical to assist in reducing the risk of such damage. Participants should note that failure to comply with the AAI Gifts and Hospitality will be considered a serious matter for further action by the Department.
- 6.3. Participants involved in the RFT process should adhere to the following protocols:
- a. extreme care should be taken in accepting any hospitality from a potential tenderer or tenderer – where possible, Department officers and advisers should refuse the hospitality;
 - b. where a Department officer or adviser is proposing to accept hospitality from a potential tenderer or tenderer (for example, as part of their duties) an actual or perceived conflict of interest or an allegation of bias on the part of the Department officer or adviser could arise. If so, the Department officer or adviser should seek the advice of the Probity Adviser (through the Probity Coordinator) prior to accepting the hospitality;
 - c. if a decision is made to accept the hospitality or where it is otherwise necessary for there to be contact, the Department officer or adviser should not discuss the RFT or matters related to the RFT with the potential tenderer or tenderer;
 - d. if possible, at least two persons (i.e. two representatives of the Department or the adviser organisation) should be in attendance to ensure that each person is able to corroborate that RFT was not discussed;
 - e. immediately following the hospitality or contact, the Departmental officer or adviser should send to the Probity Coordinator a file note of the attendance, including confirmation that the Program was not discussed; and
 - f. gifts from a potential tenderer or tenderer should not be accepted during any hospitality or otherwise.

7. RFT documentation

- 7.1. The RFT documentation must set out a defensible process consistent with the Department's procurement objectives and the CPRs. It is fundamental to the RFT process that all documents and other information provided to tenderers and potential tenderers are consistent and sufficiently comprehensive to permit tenderers and potential tenderers to be able to make informed decisions about whether to participate in the RFT process and to be given the best opportunity to comply with the Department's requirements.
- 7.2. If it becomes necessary to change the RFT process, as a general rule, these changes should be communicated to all tenderers and potential tenderers so as to minimise any potential detrimental outcomes for them. The RFT should clearly set out the process for change or variation of the RFT documentation. The ultimate strategy adopted depends on the degree of variation contemplated

and should be assessed on a case by case basis. Once the RFT is issued, the process set out in the RFT should be followed.

- 7.3. Where the Department intends to vary the RFT process, the Probity Adviser should be notified and should monitor and review compliance with the processes in the event it is necessary to amend the RFT documentation. Any proposed action that is inconsistent with the RFT should be referred to the Probity Adviser for advice prior to any action being taken.

8. Tender Evaluation

Note to drafters: Clause 8 should be tailored to reflect whether or not an Evaluation Plan has been produced at the time of the issue of the Probity Plan and also to ensure the intended role of the Probity Adviser is accurately reflected.

- 8.1. An Evaluation Plan containing the procedures to be adopted in respect of the receipt of tenders and providing a clearly defined methodology for the evaluation of tenders should be established prior to the opening of tenders. The Probity Adviser will review the evaluation plan prior to it being finalised to ensure that the proposed methodology is clearly stated, is appropriate and is consistent with the other RFT documentation.
- 8.2. Appropriate reporting processes should be established to confirm that compliance with the agreed evaluation methodology in the evaluation plan has been achieved and that the appropriate sign offs have been obtained in relation to compliance with these agreed processes. The Probity Adviser will monitor the evaluation process to ensure that it is conducted in accordance with the evaluation plan and any other relevant requirements, as outlined in the KAP at Schedule 1.

9. Contract negotiations and debriefs

- 9.1. In the event that the Department proceeds to contract negotiations with a preferred tenderer, guidelines should be issued which provide for the identification of key issues for negotiation and the preferred position on the issues. A negotiation directive should be developed by the Department to establish a framework for contract negotiation and to establish criteria governing the conduct of the negotiations. All negotiations should be fully documented.
- 9.2. It is Commonwealth policy that debriefs be available, on request, for both successful and unsuccessful tenderers. Procedures should be adopted in respect of the debriefing of all tenderers.
- 9.3. It is important that a standard approach be taken in respect of debriefing. Tenderers should generally be debriefed by addressing the performance of their tender against the evaluation criteria. Tenderers should not be provided with information concerning other tenderers.

- 9.4. If requested by the Department, the Probity Adviser should monitor and review compliance with procedures adopted for contract negotiations and debriefing tenderers as outlined in the KAP at Schedule 1.

10. Compliance

Note to drafters: The following paragraphs should be tailored to reflect the required approach, having regard to the risk profile of the procurement. KAP at Schedule 1 should also be considered in detail and appropriately tailored.

- 10.1. The Probity Adviser will monitor compliance with this Plan in accordance with the steps and activities set out in the KAP at Schedule 1.
- 10.2. The Probity Adviser can be called upon at any time during the RFT process to provide advice on probity issues. The Probity Adviser will also provide regular updates to the Department on any probity issues that arise during the RFT process. These reports will cover the nature of the issue, the content of any advice that was provided (including proposed remedial action) and details of any remedial action that was taken.
- 10.3. At key milestones during the RFT process, the Probity Adviser will provide a more formal sign off to the Department on the level of compliance of the RFT process with relevant probity requirements.

SCHEDULE 1 KEY ACTION PLAN

Event	Probity objectives	Action	Status
Establish Probity Plan and monitor compliance	Finalise Plan for the RFT process Ensure Plan is adhered to during the RFT process	Probity Coordinator with the assistance of the Probity Adviser to develop Plan for consideration and approval by the Tender Evaluation Committee (TEC) Chair (Chair). Probity Coordinator to monitor compliance with Probity Plan throughout the RFT Process and to report any variation from Plan to the Chair and the Probity Adviser.	Ongoing
Provide Sign-offs	Provide confirmation to the Chair and the Decision Maker regarding the conduct of the RFT process	Probity Adviser to provide Chair with sign offs at the following milestones: — finalisation of the RFT and release of RFT to the market; — finalisation of evaluation report; and — final contract signing. Sign offs to cover the following: — consistency with RFT documentation and soundness of methodologies and procedures; — adherence by Evaluation Committee with the Evaluation Plan; — confirmation on any probity issues dealt with appropriately.	Ongoing
Confidentiality	Ensure the protection of confidential information	Department to establish secure areas and security cabinets/containers and other facilities. Probity Coordinator to confirm terms of engagement of advisers and obtain deeds of confidentiality as appropriate.	Ongoing

Event	Probity objectives	Action	Status
Conflict of interest	Ensure all participants briefed on conflict of interest Ensure conflict of interest declarations provided by all personnel involved in the RFT Process	Probity Coordinator to confirm declarations completed by all personnel Conflicts of interest should be a standing agenda item at beginning of all applicable meetings. Probity Coordinator to establish conflicts register to record all identified conflicts and their treatment. Probity Coordinator, with assistance of the Probity Adviser, to inform the Participant whether the steps proposed to manage / resolve the conflict are acceptable and if not, set out the steps to be taken.	Ongoing
Preparation of RFT documents	Ensure that the development RFT documentation is conducted appropriately	Probity Adviser to review and provide sign-off on the RFT documentation.	Prior to issue of RFT
Evaluation Plan	Establish Evaluation Committee	Department in consultation with the Probity Adviser prepare an Evaluation Plan to be finalised and adopted. Probity Adviser to review draft evaluation plan and ensure: <ul style="list-style-type: none"> - contains a complete and sound evaluation methodology and defensible procedure - consistency with the RFT documentation, including the Conditions of Tender (including the evaluation criteria). Evaluation Plan to be finalised no later than the tender Closing Time.	Prior to Closing Time
Receipt of Tenders	Ensure document management systems are implemented for the handling of tender documents	Ensure an appropriate document management procedure is adopted for receipt of tenders.	Closing Time

Event	Probity objectives	Action	Status
Evaluation of Tenders	<p>Ensure security of documentation and protection of confidential information</p> <p>Ensure clearly defined evaluation methodology is adopted</p> <p>Ensure evaluation process is properly documented and that it establishes a clear and defensible basis for the evaluation of Tenders</p>	<p>Probity Adviser to brief members of the TEC.</p> <p>Probity Adviser to attend and monitor TEC meetings, and other tender evaluation meetings, as required.</p> <p>Probity Adviser to provide advice, as required, on clarification questions and ad hoc advice on any other issues during the evaluation.</p> <p>Probity Adviser to review draft evaluation report and provide comments to the Chair.</p> <p>Probity Adviser to monitor evaluation process and provide sign-off on whether the evaluation has been undertaken in accordance with the Evaluation Plan.</p>	Ongoing during evaluation
Contract negotiations	Ensure the contract negotiations are conducted appropriately	<p>Chair to ensure confidentiality of tenderers' information is maintained</p> <p>Negotiation team lead to monitor and advise on the probity and legal process implications of proposed amendments or variations to the preferred tenderer's tender or to draft contract</p> <p>Probity Adviser to provide ad hoc advice when requested by the negotiation team</p>	Prior to contract signature

Event	Probity objectives	Action	Status
Debriefing process	<p>Ensure that unsuccessful Tenderers are notified of outcome and, if requested, offered debriefs</p> <p>Ensure debriefs are conducted properly and that confidentiality and probity is maintained</p>	<p>Chair to ensure both the preferred tenderer and unsuccessful tenderers are provided with an opportunity to be debriefed, if requested.</p> <p>Probity Coordinator, with assistance from the Probity Adviser as required, to review notification to all tenderers.</p> <p>Probity Coordinator, with assistance from the Probity Adviser as required, to brief personnel to be involved in debriefing regarding purpose and content of debriefing (in particular, the importance of keeping other tenderers' information confidential, including the preferred tenderer).</p> <p>Probity Coordinator, with assistance from the Probity Adviser as required, to assist in preparation of discussion points by the Chair for each debriefing session prior to the session.</p> <p>Chair to ensure minutes of each debriefing session are kept and review minutes.</p>	After contract signature



Probity Plan Guidance and Templates

Introduction

Probity is the evidence of ethical behavior in a particular process. Probity is underpinned by a number of principles, which, when adhered to, should ensure activities conform to particular requirements. There are a number of essential principles to promote probity, and these principles need to be applied throughout our processes to ensure fair and equitable consideration and treatment.

The essential principles of probity are:

- fairness and impartiality
- consistency and transparency of process
- use of an appropriately competitive process
- appropriate security and confidentiality arrangements
- identification and management of actual and perceived conflicts of interests
- compliance with legislative obligations and Government policies

Probity Plans – General Guidance

A Probity Plan should be prepared for any decision-making activity if it is considered to be high risk, or particularly sensitive. The purpose of a probity plan is to set out the framework for ensuring probity principles are adhered to in the context of the relevant activity, including establishing and documenting the roles, responsibilities and processes by which probity principles will be adhered to and evidence of this will be documented.

In particular, a Probity Plan **must** be established for:

- (a) all open tender activities (including expressions of interest) valued over \$80,000 (GST incl.)
- (b) all procurements valued over \$500,000 (GST incl.)
- (c) all grants, or
- (d) any decision-making activity considered to be high risk, or particularly sensitive.

For more information, please refer to the Department's [Probity Accountable Authority Instructions](#) (AAIs).

The Department has developed a number of Probity Plan templates for use in relation to grant programs, and procurement activities of the nature outlined above. An explanation of those plans and the matters that you should consider in deciding which template to use is set out below.

Probity Plans for Tender/Procurement Activities

Based on the risk and sensitivity of your proposed procurement activity, you will need to determine whether a Probity Plan based on either the Long Form or Short Form templates provided will be most appropriate for your purposes. You should make this decision in consultation with your Probity Advisor (if appointed) or your SESB2 delegate.

If you are unsure about the level of risk posed by your proposed procurement activity, you should consult the Department's Risk Management Policy to evaluate the risk. If, after evaluating the risk of your proposed procurement activity, considering the descriptions of the template Plans set out below, and consulting with your Probity Advisor you are still unsure which template you should use, please contact staff in the Procurement Advisory Unit at probity@infrastructure.gov.au for assistance.

Please note that the Probity Plans provided are templates only. They will need to be tailored to the nature, scale, complexity and/or sensitivity of the relevant activity. They will also need to be reviewed against any other documentation relating to the activity (e.g. Conditions of Tender and Evaluation Plan) to ensure consistency.

Procurement Probity Plan (Long Form)

A Long Form Plan has been drafted for use in relation to an approach to market where an Internal and External Probity Advisor has been appointed. However, with appropriate amendments, it can be used for procurement activities where only an Internal Probity Advisor has been appointed or for RFQ or EOI processes (although in those cases, you should consider in conjunction with your Probity Advisor whether it might be more appropriate to use the Short Form Probity Plan template having regard to the risk and sensitivity of the relevant procurement activity).

Procurement Probity Plan (Short Form)

A Short Form Plan has been drafted for use in relation to a simple approach to market process where an Internal Probity Adviser only is appointed. With appropriate amendments, it may also be used for RFQ or EOI processes where an External Probity Advisor has also been appointed.

Where both an Internal and External Probity Adviser have been appointed, this Plan will need to be amended to ensure their respective responsibilities are clearly identified and specified.

Probity Plan for Grants Programs

As outlined above, a Probity Plan must be established for all grants programs in the Department.

Grants Probity Plan

The Grants Probity Plan has been drafted for use in relation to a simple grant program. Please note, however, that this Plan is a template only and should be tailored to the scale, complexity and/or sensitivity of the relevant grants program. It will also need to be reviewed against any other documentation relating to the grants program (e.g. the grant opportunity guidelines and application form) to ensure consistency.

If both an Internal and External Probity Adviser have been appointed, the Plan will need to be reviewed and modified to ensure their respective responsibilities are clearly specified. For complex grant programs, you should seek advice from your Probity Advisor or the Grants section (grants@infrastructure.gov.au) about supplementing this template with further documentation.

Contact information

Procurement Advisory Unit helpdesk
probity@infrastructure.gov.au or (02) 6274 7144



Request to Engage an External Probity Advisor

General Guidance

Issues relating to probity should be resolved within the relevant division. Guidance on matters relating to probity should be sought, in the first instance, from the Internal Probity Adviser (if there is one) and/or the relevant divisional SESB2. If the probity issues remain unresolved or require additional input, you can submit a Request to Engage an External Probity Advisor.

Where a need to engage an External Probity Adviser has been identified, this form is to be completed, approved by your SESB2 and sent to the Procurement Advisory Unit (via probity@infrastructure.gov.au) for review. In accordance with the [Accountable Authority Instructions](#) (AAIs), the Procurement Advisory Unit will seek approval from the Chief Financial Officer (CFO) and, if approved, the line area may then proceed to engage an External Probity Adviser in accordance with the [Commonwealth Procurement Rules](#) (CPRs) and other procurement requirements.

Following CFO approval, the line area should complete a [Request for Quote \(RFQ\) form](#) and send this form, and a copy of the External Probity Adviser engagement approval, to your relevant Legal Services Branch:

Legal Infrastructure requests: externalprobity@infrastructure.gov.au

Legal Communications requests: ogc@communications.gov.au or to your Legal Account Manager.

Divisions are responsible for evaluating responses and selecting the preferred firm, following standard procurement processes, including appropriately documenting the evaluation process and complying with obligations under the Public Governance, Performance and Accountability Act 2013 and CPRs.

Internal Probity Adviser means the SES employee assigned this role who is independent to the process and generally from outside the Branch or Division.

External Probity Adviser means an external service provider engaged via a Request for Quote process to assist with certain issues or in special circumstances. You must receive approval, via the Procurement Advisory Unit, to engage an External Probity Adviser.

Please note: while every effort will be made to turn your request around quickly, the request can take up to 10 working days to be approved. Please advise if your request is urgent.



Request to Engage an External Probity Advisor

Probity Service Required:	<input type="checkbox"/> Procurement <input type="checkbox"/> Grant <input type="checkbox"/> High risk or sensitive program or issue <input type="checkbox"/> Other (please detail)
Rationale:	<p>[insert details]</p> <p>Insert an explanation of exactly what kind of probity help you require and why. Please identify any concerns, considerations or sensitivities and insert information relevant to your request (e.g. what is the problem that you are trying to solve, and how has it arisen; has there been a relevant event that has led to this issue; are there any additional elements that may impact this issue? Are there any sensitivities?).</p>
Timeframe:	<p>[insert details]</p> <p>Insert details about your timeframes, particularly if you require approval to your request in less than 10 working days.</p>
Other areas/staff consulted	<input type="checkbox"/> Internal Probity Advisor[insert name and position] <input type="checkbox"/> Procurement <input type="checkbox"/> Grants <input type="checkbox"/> Legal Infrastructure <input type="checkbox"/> Legal Communications <input type="checkbox"/> Other[insert details] <p>Please check the relevant boxes for other areas which have been or are being consulted about this particular issue and attach any relevant advice.</p>
Previous advice	<p>[insert details]</p> <p>Has probity advice been previously sought or provided on this issue (ie. from the Internal Probity Advisor or the Procurement Advisory Unit)? If yes, please attach a copy of the advice.</p>
Name, position and contact	<p>[insert details]</p>



details of requesting officer:	
Division's SESB2 approval:	<p>[insert details of name and position]</p> <p>SESB2 approver can either sign the request or provide approval by email (which can be attached to the request).</p> <p>Signature:</p> <p>Date: / / 20.....</p>

Please send the completed form to probity@infrastructure.gov.au. The Procurement Advisory Unit will facilitate seeking CFO approval.

Delegate Approval:

<p>Brad Medland</p> <p>Chief Financial Officer Finance, Legal and IT Division</p>	<p>Approved / Not Approved</p>
<p>_____</p> <p>Delegate Signature</p> <p>Date: / / 20.....</p>	<p>Comments (if required):</p>

Emergency

ENTR Business Services Finance and Procurement Procurement



Procuring from a Panel Arrangement

Procuring from a Panel Arrangement

A panel is the end result of a procurement process where a number of suppliers are appointed to provide specifically identified goods or services to an agency. A panel is formed following an assessment of suppliers against evaluation criteria, and only suppliers that represent value for money are included on a panel. Suppliers who are assessed as providing value for money, and are included on a panel, sign a **Deed of Standing Offer** which is an agreement for that supplier to provide the specified goods and/or services for a stated price, for a specified period of time.

A panel is typically established for goods and/or services that are purchased on a frequent basis. For a list of all panel arrangements in place in the Department and other agencies' panels that the Department is able to piggyback off, please refer to the 'List of Suppliers and Panel Managers' spreadsheet below.

If there is an active panel arrangement that provides the goods and services you require it is recommended that officers use the panel, as utilising a panel arrangement can often be a more efficient procurement process.

When you purchase under a panel you must ensure that you have first obtained all relevant approvals, and you must complete your contract using the template specific to that panel (the contract template is sometimes referred to as an **Order, Official Order, or Work Order**). To obtain a copy of the relevant contract template for a panel you are utilising, please refer to the template documents below. If the relevant panel template is not listed you will need to contact either the panel manager or the Grants and Procurement Team to obtain a copy.

Panel arrangements are not managed by the Grants and Procurement Team. All departmental panels are listed below in the document listing **Standing Offers and Panels**, which gives the details you need to use when **processing a procurement from a panel arrangement in myWorkplace**, and also includes the types of goods and services being provided and the area responsible for the management of the panel.

Please ensure that you get online commitment of relevant money & future year commitment approval (if required) prior to procuring any goods or services.

Panels and Work Orders Templates

Name










[ABS Domestic Removal Services Panel \(20000631\) Contract Template](#)






[ABS Domestic Removal Services Panel \(20000631\) Request for Quote Template](#)



[DIRD Infrastructure Advisory Services Panel \(20000581\) Contract Template](#)

Name
 DIRD Infrastructure Advisory Services Panel (20000581) Request for Quote Template
 DoI Learning and Development Panel (20000206) Contract Template
 JOBS Research Evaluation Panel (20000601) Contract Template
 JOBS Research Evaluation Panel (20000601) Request for Quote Template
 Request for Offer - Evaluation Plan Template
 Request for Offer - Evaluation Report Template
 Request for Offer Template - Panel Related

Standing Offers and Panels Guidelines	
Name	
 ATO Contingent Labour Hire Panel (Indigenous Businesses) 190820	
 Establishing and Managing Panels	
 Standing Offers and Panels - List of Suppliers and Panel Managers	

Was this information helpful?

Yes

Somewhat

No

Next content review date: 2 May 2017

Maintained by (Section): Portfolio Engage and Divisional Support

Last modified on: 20/08/2020 9:13:26 AM



SCHEDULE 1 OFFICIAL ORDER

Note to drafters: This is a suggested format only. You may want to include further information that is relevant to the actual Services. In doing so, ensure that it is consistent with the terms of the Deed.

Official Order number ^{^insert order number – this is the myWorkplace Procurement Registration number (1001xxxx)^}

1. Context

This Official Order is placed pursuant to and subject to the terms and conditions of the Deed for Domestic Removal Services (ABS2016.358) between the ABS and ^{^insert name of Supplier^} dated ^{^insert date of Deed^}.

2. Ordered Services

^{^Insert description^}

3. Policies, Standards and Guidelines

^{^Insert policies, standards and guidelines^}

4. Required Contract Material

^{^Insert required Contract Material^}

5. Commencement and Time frame

Contract Commencement Date:

^{^Insert Commencement Date^}

Time frame:

^{^Insert End Date^}

6. Specified Personnel

^{^Insert Specified Personnel^}

7. Fees, allowances & costs

An invoice must be submitted within 20 Business Days of completing the Ordered Services.

^{^Insert details^}

8. Existing Material

^{^Insert pre-existing Material - if there is no Existing Material insert "None specified". Do not leave this item blank^}

9. Commonwealth Material

^Insert details of Commonwealth Material – if the Department is not providing any Commonwealth Material insert “none specified”. Do not leave this item blank^

10. Security and Privacy

10.1.1. The Service Provider must comply with the Protective Security Policy Framework (PSPF).

10.1.2. The Service Provider – to the extent it deals with personal information when, and for the purpose of, providing the Services – is a ‘contracted service provider’ within the meaning of the *Privacy Act 1988* (Cth), and must:

Comply with the Australian Privacy Principles, and with any registered APP Code or registered CR Code that is applicable to it (all within the meaning of that Act);

- a. Not do any act, or engage in any practice, that would – if done or engaged in by the Department – breach the Australian Privacy Principles;
- b. Cooperate with any reasonable request or direction of the Department in relation to an inquiry, audit or other exercise of powers or functions, by the Information Commissioner under that Act; and
- c. If it subcontracts the performance of any part of the Services, ensure the subcontractor has the same obligations that the Service Provider has under this clause (including this requirement as to subcontracting).

^Insert additional security requirements and privacy directions, guidelines, determinations or recommendations^

11. Supplier’s Confidential Information

(a) Contract Provisions/Schedules/Attachments

Item	Period of Confidentiality
^insert relevant items - or “none specified”^	

(b) Contract-related material

Item	Period of Confidentiality
^insert relevant items - or “none specified”^	

EXECUTION OF THE ORDER:

The Department's representative

Name (print)	
Position	
Signature	
Date	_____ / _____ / _____

The Department's witness

Name (print)	
Position	
Signature	
Date	_____ / _____ / _____

Supplier's representative

Name (print)	
Position	
Signature	
Date	_____ / _____ / _____

Supplier's witness

Name (print)	
Position	
Signature	
Date	_____ / _____ / _____

REQUEST FOR QUOTE (RFQ)

The Department of Infrastructure, Transport, Cities and Regional Development, at its discretion, may discontinue this RFQ, decline to accept any offer, decline to issue any Work Order or Purchase Order or satisfy its requirement separately from this RFQ process.

Each respondent to this RFQ is expected to:

- i. fully inform itself on all aspects of the work required to be performed; and
- ii. submit its offer in accordance with this RFQ.

Reference Number	<insert reference number> Domestic Removals panel SON 3415292
Agency Contact Officer (Instructing Officer)	The point of contact for all matters concerning this RFQ is <name>. All enquiries for information should be addressed via email to: <Insert email address> for the attention of <name>.
Required time and date	Responses must be lodged by <time> on the <date> (ACT Local Time) to: <Insert email address>for the attention of <name>
Description of goods and/or services	Refer to Attachment A for a description of the goods and/or services to be provided.
Proposed term and Commencement date	< Insert the expected start and end dates of the contract > [This can be actual dates, or the date on which the last party signed the contract and include the proposed term.] Example 1: The proposed contract is expected to commence on 01/01/2015 and end on the 30/9/2015. Example 2: The Contract commences on the date the last party executes the contract and expected to remain in force for a period of 3 months.
Expected Extension Option/s	Insert Not Applicable or insert expected extension option/s Example: At the Department's sole discretion, the contract may be extended for further periods of up to <insert number of days, weeks or months> by the Department providing written confirmation that it requires an extension, prior to the expiry of the Contract.

Timeframes/ Milestones	<Insert any applicable timeframes /milestones>
Specified Personnel	<Insert Not Applicable or the name/s of any proposed or Specified Personnel you want to perform the services>
Subcontractors	[Insert details as to whether or not subcontractors will be approved]
Location	<Insert work site /s or Not Applicable>
Contract Terms and Conditions	This quote is being sought under the Terms and conditions of the Domestic Removal Services Panel (SON3415292) Deed of Standing Offer.
Evaluation Criteria	<p>[Ensure that your criteria match your requirement, examples are provided, amend as necessary.]</p> <p>The Evaluation Criteria set out in the ATM terms or as detailed below applies:</p> <ul style="list-style-type: none"> • Extent to which the potential Supplier's response meets the requirements set out in the Approach To Market (ATM) • Potential Supplier's demonstrated capability and capacity to provide the requirement as set out in the ATM • Whole of Life Costs (quoted price and any additional costs incurred as a result of accepting the potential Supplier's Offer)
Fees, Charges and Disbursements	<p>All prices quoted are to show the price of the goods and/or services, the GST component, any discount and total GST inclusive price.</p> <p>Where applicable, Supplier's personnel must comply with the commonwealth travel policies and procedures.</p> <p>[Amend as necessary/insert any additional requirements]</p>
Conflict of Interest	Potential Suppliers are reminded of their obligation to notify the Department of any conflicts of interest. For the purposes of this RFQ a conflict of interest includes any actual, potential or perceived conflicts. When notifying the Department of any conflicts of interest potential suppliers should detail the proposed strategy to manage the conflict. This will be taken into account during the evaluation of this RFQ.

Confidential Information	<p>[Insert details of specific confidential Information or state 'not applicable'. Information to assist you to assess whether information can be treated as confidential is available at:</p> <p>http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html]</p> <table border="1" data-bbox="564 544 1307 781"> <thead> <tr> <th data-bbox="564 544 1051 663">Specific Agency Information to be reported as Confidential information</th> <th data-bbox="1051 544 1307 663">Period of Confidentiality</th> </tr> </thead> <tbody> <tr> <td data-bbox="564 663 1051 698"></td> <td data-bbox="1051 663 1307 698">Indefinitely</td> </tr> <tr> <td data-bbox="564 698 1051 734"></td> <td data-bbox="1051 698 1307 734"></td> </tr> <tr> <td data-bbox="564 734 1051 781"></td> <td data-bbox="1051 734 1307 781"></td> </tr> </tbody> </table>	Specific Agency Information to be reported as Confidential information	Period of Confidentiality		Indefinitely				
Specific Agency Information to be reported as Confidential information	Period of Confidentiality								
	Indefinitely								
Security requirements	<p><Insert any additional security requirements to the requirements contained in any Default Terms and Conditions, or that apply to particular aspects of work (e.g. Protected security clearance required) or State Not Applicable></p>								
Insurance Requirements	<p><Insert additional requirements (if any) for relevant insurance/s</p> <p>Example:</p> <ul style="list-style-type: none"> • Professional indemnity insurance for an insured amount not less than [\$ insert amount] or occurrence giving rise to a claim; • Public liability insurance for an insured amount of [\$ insert amount] per claim or series of occurrences giving rise to a claim; and • Workers compensation insurance as required by law. <p>Or state Not Applicable. ></p>								
Other Requirements									

Attachment A: Description of Goods and/or Services to be provided

[Insert details applicable to your procurement, simply amend or delete headings etc as required]

1 Purpose

2 Background

3. Requirement

4. Approach

5. Deliverables

Attachment B: Tenderer's Response

Tenderer's Information:

Business or Company name (as applicable)	
Australian Registered Business Number	
Principle contact person for RFQ	
Contact Email address & Telephone number	
Address – Physical/Postal	

Response:

[Insert questions for potential suppliers to respond to in line with your selection criteria. Examples are provided in blue add, remove or amend as required]

Item 1: Please provide a proposal outlining the delivery of the requirement as set out in Attachment A.		
Response:		
Item 2: Please provide brief details of similar services provided by your organisation and the outcome of the work, involving the specified personnel nominated below including contact details.		
Item 3: Please nominate personnel proposed for the requested requirement, together with their availability and resumes, which is to include a summary of skills, qualifications and experiences for their proposed roles and contact details of referees who can attest to their claims in the provision of similar services.		
Name of proposed Personnel	Proposed Role	Availability of the proposed Specified Personnel/ Subcontractors
		[Start Date/Full Term of the Contract / Partial Term of the Contract] (If partial, when would they not be available?)
		[Start Date/Full Term of the Contract / Partial Term of the Contract] (If partial, when would they not be available?)
		[Start Date/Full Term of the Contract / Partial Term of the Contract] (If partial, when would they not be available?)

Item 4 Pricing:

[Tables below are examples only, please add, delete and amend as applicable to your procurement]

Please provide full costs (discounted Government price) of your solution, itemised and clearly setting out all individually priced aspects any optional extras.

All items must show the GST exclusive amount, the GST component, and GST inclusive amount.

Fixed Price of Goods/Services:

Item	Description	GST exclusive	GST component	GST inclusive

Time and Material Costs:

Specified Personnel	Hourly Rate (ex-GST)	GST	Total	Daily Rate (ex-GST)	GST	Total

Additional Costs not elsewhere described:

Item	GST exclusive	GST component	GST inclusive

Confidential Information

Please identify, in the table below, any aspects of your response or any aspect of the proposed contract that you consider should be kept confidential, with reasons. If none, complete the table with 'not applicable'.

The Department is only able to agree to treat information as confidential in cases that meet the Commonwealth's guidelines and is considered appropriate. In the absence of agreement from the Department, the Department has the right to disclose any information contained in the contract.

Information to assist you to assess whether the Department is able to treat particular information as confidential is available at:

<http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html>

The Service Provider Confidential information	Reason	Period of Confidentiality

SCHEDULE 3 FORM OF ORDER

Order Number - <Insert>		
This Order is issued in accordance with the Deed of Standing Offer for the provision of Infrastructure Advisory Services entered into between the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Communications (the Department) and [INSERT NAME] (Deed) and comprises this Order and any attachments to the Order.		
A.	Deed Number and Date	<insert details>
B.	Supplier	<Insert name>
C.	Date of Order	<Insert date>
D.	The Department's Project Officer	Project Officer: <insert details>
E.	The Supplier's Representative	the Supplier's Representative: <insert details>
F.	Description of Services to be provided	<Insert details and attach additional pages if required.>
G.	Commencement Date of Services	The Services must commence on: <insert details>
H.	Timetable for Services	The Services must be completed: By: <Insert the completion date> <i>Or</i> In accordance with the following timetable: <Insert details of the timetable for Services>
I.	Specified Personnel (see clause C.2 of Terms and Conditions)	<Insert name/s of any Specified Personnel>
J.	Deliverables (see clause A.4 of Terms and Conditions)	<Include details of any Deliverables to be provided]
K.	Key Performance Indicators	<Insert details and attach additional pages if required.>

	(see clause A.5 of Terms and Conditions)	
L.	Facilities and Assistance (see clause D.2 of Terms and Conditions)	<Insert details of any facilities and assistance to be provided if any>
M.	Fees (see clause B.1 of Terms and Conditions)	<Insert any fixed or capped fee as quoted here or white rates as per Schedule of Rates>
N.	Maximum Fee Threshold (see clause B.2 of Terms and Conditions)	<Insert any maximum fee threshold here>
O.	Expenses	<Insert any agreement as to travel and other expenses>
P.	Deed of Non-disclosure	<Insert if applicable> The following Specified Personnel, including sub-contractors, will be required to provide a Deed of Non Disclosure in the form of the Deed attached to this Order:
Q.	Other Requirements	<Other any specific requirements negotiated having regard to the particular Services to be provided>

EXECUTION OF THE ORDER:

The Department's representative

Name (print)	
Position	
Signature	
Date	_____ / _____ / _____

The Department's witness

Name (print)	
Position	
Signature	

Date	_____ / _____ / _____
------	-----------------------

Supplier's representative

Name (print)	
Position	
Signature	
Date	_____ / _____ / _____

Supplier's witness

Name (print)	
Position	
Signature	
Date	_____ / _____ / _____

SCHEDULE 4 REQUEST FOR QUOTE

Request for Quote			
Commonwealth Reference	<Commonwealth to complete>	Request Open: <insert date>	Request Close: <insert date>
Service Category	<As per Deed >		
Services Required	<insert details>		
Deliverables	<insert details>		
Required skills and experience / Selection Criteria	<insert details, list any minimum qualifications or experience required for the role (based on the selected service category)>		
Key Performance Indicators	<insert details>		
Fee Structure	<p>Services are to be quoted on the basis of:</p> <p><Hourly and/or Daily rates including GST, and quoted in either half or full dollars. OR</p> <p>Flat fee structure based on Deliverables listed in this request for quote></p> <p>Please note that the quoted fees:</p> <ul style="list-style-type: none"> • can be lower than, but must not exceed the Rates listed in Schedule 7 of the Deed of Standing Offer; and • should be commensurate with the resource being offered and the required skills and experience. 		
Timetable for Services	<insert details>		
Security clearance	<p><insert level (minimum Baseline)> security clearance required.</p> <p>IMPORTANT: Where the need for a security clearance has been identified (as above), the Commonwealth requires all Specified Personnel to undergo a security clearance. In this instance, Specified Personnel must have completed and submitted a security pack to the Australian Government Security Vetting Agency prior to commencement.</p> <p>The Commonwealth requires all Specified Personnel to undergo Work, Health and Safety and Security Awareness training. This training must be undertaken immediately upon commencement of work with the Commonwealth, before the delivery of any Services. Training is by means of online courses and questionnaires that can be undertaken at Commonwealth premises.</p>		
Contact Officer	<insert name, title, email, phone number >		

Order Number – [insert]

The Contractor has offered under clause Error! Reference source not found. of the Deed specified at item 1 below to provide the Services. The Commonwealth accepts this offer on the terms and conditions set out in the Deed and in this Order and issues this Order in accordance with clause Error! Reference source not found. of the Deed. Subject to clause Error! Reference source not found. of the Deed, if there is an inconsistency between this Order and any other provisions of the Deed, the terms and conditions in this Order will prevail to the extent of any inconsistency.

Item	Description	Clause	Details
1.	Deed No. and description	N/A	[insert deed number, date and description]
2.	Names of Parties to the Deed	N/A	[insert parties]
3.	Services Start Date	Error! Reference source not found. and Error! Reference source not found.	[insert date e.g. dd/mm/yy]
4.	Contract Period	Error! Reference source not found. and Error! Reference source not found.	[insert the period of time for which the Contract will continue e.g. 2 years]
5.	Category of Services	Error! Reference source not found.	[insert title/type/category of Services required]
6.	Services	Error! Reference source not found.	[insert details and attach additional pages if required] [include details of any Deliverables] [insert details of any Milestone Dates] [include details of any service levels]
7.	Subcontractors	Error! Reference source not found.	[insert names and ABNs of any subcontractors. Otherwise insert 'not applicable'.]

8.	Progress meetings and reports	Error! Reference source not found. and Error! Reference source not found.	[insert details of progress meetings and reports. Otherwise insert 'not applicable'.]
9.	Project Officers	Error! Reference source not found.	Commonwealth [insert details of Commonwealth Project Officer. Otherwise insert 'not applicable'.] Contractor [insert details of Contractor Project Officer. Otherwise insert 'not applicable'.]
10.	Performance Criteria	Error! Reference source not found. and Error! Reference source not found.	[insert details of Performance Criteria against which the Services and Deliverables will be assessed, and the date of assessment. The definition of Performance Criteria applies the requirements in clause Error! Reference source not found. and Error! Reference source not found. if no requirements are specified.]
11.	Specified Personnel	Error! Reference source not found. and Error! Reference source not found.	[insert names and positions of Specified Personnel. Otherwise insert 'not applicable'.]
12.	Commonwealth Material	Error! Reference source not found. and Error! Reference source not found.	[insert specific Material to be provided to the Contractor by the Commonwealth (if any) and any restrictions on the use of the Material. Otherwise insert 'not applicable'.]
13.	Pre-existing Material	Error! Reference source not found. and Error! Reference	Commonwealth [insert the Commonwealth's Pre-existing Material. Otherwise insert 'not applicable'.] Contractor

		source not found.	[insert the Contractor's Pre-existing Material. Otherwise insert 'not applicable']
14.	Intellectual Property Rights	Error! Reference source not found. and Error! Reference source not found.	[specify if intellectual property position is to be different from clause Error! Reference source not found. . Contact ProcurementInbox for assistance. Otherwise, insert 'no change']
15.	Payment – Service Charges	Error! Reference source not found.	[insert Service Charges based on the Rates in Error! Reference source not found.]
16.	Expenses	Error! Reference source not found.	[Note: If the contract is for a fixed fee, insert 'The Commonwealth will not pay any travel accommodation or other fees, charges or expenses'. If the Commonwealth will pay expenses in addition to the fee insert details of reimbursable expenses, for example (a) Subject to (b) below, the Commonwealth will not pay any travel, accommodation or other fees, charges or expenses unless they have been pre-approved in writing by the Commonwealth and do not exceed \$[Insert]exclusive of GST in total. (b) The Contractor will be reimbursed for the travel and related accommodation at non-SES rates where they are pre-approved in writing by the Commonwealth. The Contractor must submit an invoice for those expenses and the Commonwealth will reimburse the Contractor in accordance with the invoicing procedures set out in this Order
17.	Other		Insert any other changes to the terms of the Contract from those set out in the Deed. Note that approval is required for changes to certain provisions (see clause Error! Reference source not found.). For example, specify: <ul style="list-style-type: none"> • Business Hours, if different from clause Error! Reference source not found. • relevant industry standards, best practice and guidelines, if any (clause Error! Reference source not found.). For example, <ul style="list-style-type: none"> ○ If the contract services will be provided by a Clothing and Footwear Manufacturer with a commercial presence in Australia, please insert 'Maintaining or obtaining accreditation by Ethical Clothing Australia (formerly known as the Homeworkers' Code of

			<p>Practice and the No Sweat Shop label) during the entire term of the Contract'.</p> <ul style="list-style-type: none"> • any particular requirements with which the Contractor must comply, for example, Commonwealth specific legislative requirements (including in relation to secrecy and confidentiality), specific Commonwealth policies and/or procedures and specific Commonwealth government policies (clause Error! Reference source not found.) • any additional acts the Commonwealth wants to perform with the Contract Material other than those listed in clause Error! Reference source not found. • an alternative payment period if the 30 day period contemplated in clause Error! Reference source not found. is not suitable • any security requirements additional to those specified in clause Error! Reference source not found. • any changes to the insurance requirements for the Contract (clause Error! Reference source not found.)]
	<p>Other- Confidential Information</p>		<ul style="list-style-type: none"> • each party's Confidential Information (if any), including any Contract provisions or Schedules that are to be kept confidential (clauses Error! Reference source not found. and Error! Reference source not found.). The period of confidentiality should be specified for each item. If the parties agree that different items of information are to be confidential for different periods of time, the different periods should be recorded next to each item. Note that the Department must report the Confidential Contract provisions or Schedules in accordance with the Senate Order on Departmental and Agency Contracts, including providing a statement of reasons for the confidentiality. Users can contact ProcurementInbox for further information.

Signed for and on behalf of the
**Commonwealth of Australia as
represented by the Department of
Infrastructure, Transport, Cities and
Regional Development** by its duly
authorised delegate in the presence of

Signature of witness



Signature of delegate



Name of witness (print)

Name of delegate (print)

Position of delegate (print)

[Select one of the following execution clauses. Where the Contractor is a company, select the first execution block below, otherwise, select the second option.]

Executed by [insert name of company] in
accordance with Section 127 of the
Corporations Act 2001 in the presence of

Signature of director



Signature of director/company secretary/sole director
and sole company secretary
(Please delete as applicable)



Name of director (print)

Name of director/company secretary/ sole director and
sole company secretary (print)

Signed by [insert contracting party name]
in the presence of

Signature of witness



Signature of Contractor



Name of witness (print)



Australian Government

**Department of Infrastructure, Transport,
Cities and Regional Development**

Work Order

Reference #1001xxxx

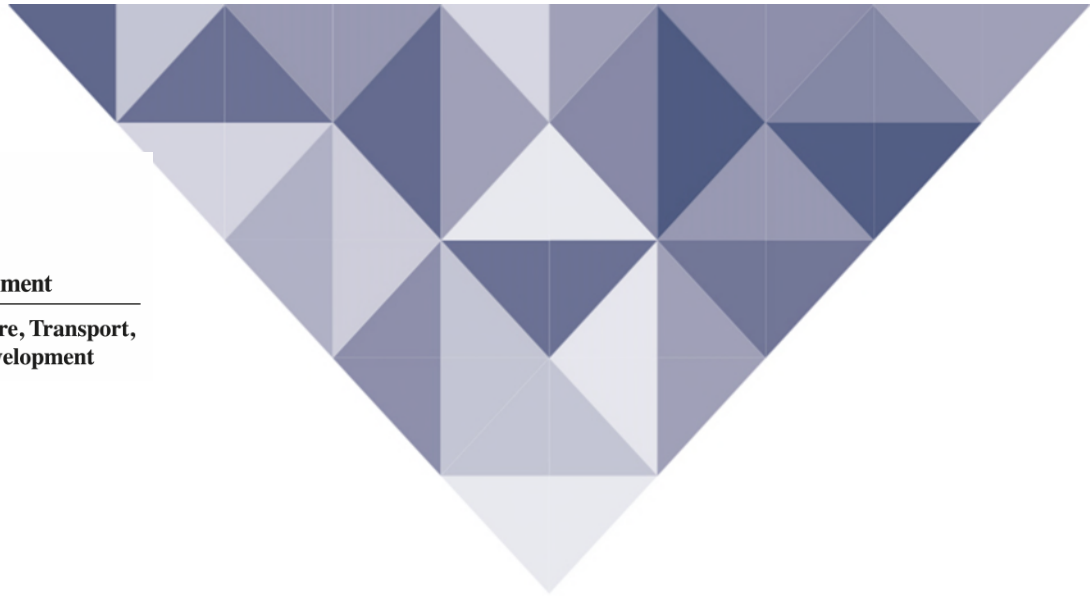
Insert Full Project Name

**Research and Evaluation
Services (RES) Panel**



Australian Government

**Department of Infrastructure, Transport,
Cities and Regional Development**



**Research and Evaluation
Services (RES) Panel**

Authority and Context

This Work Order is issued by the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Cities and Regional Development (**the Approved Agency**) to **^INSERT PANEL MEMBER NAME (ABN/ACN)^ (Panel Member)** in accordance with clauses 4.2 and 5 of the *Deed of Standing Offer for the Supply of Research and Evaluation Services (RES) as part of a Refreshable Panel of Suppliers (the Deed)*.

In accordance with clause 5 of the Deed, this Work Order, once executed by both parties, is a separate and independent Contract formed between the Agency and the Panel Member. This contract will comprise the:

- (a) Work Order, including details of the services to be provided;
- (b) Special Conditions, as outlined in the Work Order;
- (c) terms and conditions contained in Schedule 4 [Contract Supply Terms] of the Deed; and
- (d) clauses 6.1 [Maximum Rates] and 7.3 [Insurance Requirements] of the Deed.

Unless the context otherwise provides, defined terms used in this Work Order have the same meaning as given in Schedule 4 [Contract Supply Terms] of the Deed.

Work Order Completion Instructions

- All instructions in red should be deleted prior to finalising the document (including this table)
- All **^Insert^** instructions should be deleted prior to finalising the document

GOVERNANCE	
1	Project Title ^INSERT^ <i>Title should be descriptive but not lengthy as it will be used in Connect, AusTender and for other reporting purposes</i>
2	AusTender notifications: Procurement: PRN: RES RFT 2016 Standing Offer Notice: SON: 3352211
3	Agency Details ^Name / Group / Branch^
4	Agency's Project Manager (and Contact Officer for receipt of notices) Name: Position: Postal Address: Location Code: Phone Number: Email Address:
5	Panel Member's Full Name
6	Service Category Panel Member Appointed Through Research Services <input type="checkbox"/> Evaluation Services <input type="checkbox"/> Data Analysis Services <input type="checkbox"/> Data Management Services <input type="checkbox"/> Editorial and Writing Services <input type="checkbox"/> Quality Assurance and Peer Review Services <input type="checkbox"/>
7	Panel Member's Project Manager (and Contact Officer for receipt of notices) Name: Position: Postal Address: Phone Number: Email Address:

8	Insurances	Panel Members are required to provide certificates of currency for all of their Insurance Policies to the RES Panel Management Team..
9	Additional Project Specific Insurance Requirements	^INSERT AS APPLICABLE^ (if none, please state "Nil") Note: Travel Insurance is required for all travel associated with this Work Order. It will be the responsibility of the consultants to maintain travel insurance as appropriate.

SUMMARY OF TIMEFRAMES AND PROJECT COSTS

Note: All payments are subject to the terms and conditions set out in the Contract Supply Terms under the RES Panel Deed.

10	Term of Work Order	Date of Work Order:	
		Commencement Date:	
		Completion Date:	
11	Work Order Amount	Total (ex GST):	\$
		Total (inc GST):	\$
12	Panel Member's nominated account for EFT payment by the Agency	BANK	^DETAILS AT ATTACHMENT 2 OF THE RFQ^
		ACCOUNT NAME	^DETAILS AT ATTACHMENT 2 OF THE RFQ^
		BSB	^DETAILS AT ATTACHMENT 2 OF THE RFQ^
		ACCOUNT NUMBER	^DETAILS AT ATTACHMENT 2 OF THE RFQ^

SUMMARY OF SERVICE

Note: All Services must be provided in accordance with the terms and conditions set out in under the RES Panel Deed.

13	Services to be provided:	The Services to be provided include ... ^INSERT DESCRIPTION^ A full description of the required Services is contained in the RFQ. Or, if amended following the appointment of a Panel Member: A revised version of the required Services is provided at Attachment A . Note:-delete whichever is not required
14	Deliverables to be provided:	<ul style="list-style-type: none"> The Deliverables to be provided include: ^INSERT LIST^ ^SHORT DESCRIPTION OF DELIVERABLE 1^ ^SHORT DESCRIPTION OF DELIVERABLE 2^ ^SHORT DESCRIPTION OF DELIVERABLE 3^ ^SHORT DESCRIPTION OF DELIVERABLE 4^ <p><i>Insert / delete dot points as required</i></p> <p>A full description of the delivery schedule in the RFQ. Or, if amended following the appointment of a Panel Member: A revised version of the delivery schedule is provided at Attachment B. Note:-delete whichever is not required</p>
15	Additional Specific Requirements (for this project):	a. ^INSERT, IF ANY^ (if none, please state "Nil")
		b. ^INSERT, IF ANY^
<i>Insert / delete rows as required</i>		
16	Special Conditions (for this project):	a. ^INSERT, IF ANY^ (if none, please state "Nil")
		b. ^INSERT, IF ANY^

	<i>Insert / delete rows as required</i>
--	---

PROJECT MILESTONES

NOTE: REFER TO PAYMENT / INVOICE SCHEDULE FOR DETAILS OF PAYMENTS.

16	Milestone	Description	Date	Fee %
	One	^INSERT milestone description^	^INSERT due date^	^INSERT %^
	Two	^INSERT milestone description^	^INSERT due date^	^INSERT %^
	Three	^INSERT milestone description^	^INSERT due date^	^INSERT %^
	Four	^INSERT milestone description^	^INSERT due date^	^INSERT %^
	Five	^INSERT milestone description^	^INSERT due date^	^INSERT %^
		<i>Insert / delete rows as required</i>		

PROJECT PERSONNEL

NOTE: All Panel Members Key Personnel are listed in their Deed of Standing Offer, while Specified Personnel are not.

17	Name of Key Personnel:	Proposed roles and responsibilities:
	^Insert Name^	^Insert Role^
	^Insert Name^	^Insert Role^
	^Insert Name^	^Insert Role^
	<i>Insert / delete rows as required</i>	
18	Name of Specified Personnel:	Proposed roles and responsibilities:
	^Insert Name^	^Insert Role^
	^Insert Name^	^Insert Role^
	^Insert Name^	^Insert Role^
	<i>Insert / delete rows as required</i>	
19	Subcontractor(s), including details of the work to be performed by subcontractor	
	Name of Subcontractors:	Proposed roles and responsibilities in relation to the project:
	^Insert Name^	^Insert Role^
	^Insert Name^	^Insert Role^
	^Insert Name^	^Insert Role^
	<i>Insert / delete rows as required</i>	

PROJECT MATERIALS

Note: Please refer to the Deed of Standing Offer, noting in particular Agency and Panel.

20	Agency Material (for this project) <i>Note: See clause 5.1 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed.</i>	
	Description of Agency Material to be provided /made available to the Panel Member	a. ^INSERT DESCRIPTION OF MATERIAL, IF ANY^ (if none, please state "Nil")
	Conditions or restrictions on use of Agency Material	a. ^INSERT, IF ANY^ (if none, please state "Nil")
21	Contract Material <i>Note: See clause 5.2 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed.</i>	
	Description of Material	a. ^INSERT DESCRIPTION OF MATERIAL, IF ANY^ (if none, please state "Nil")
	Description of restrictions on the use of Contract Material	a. ^INSERT, IF ANY^ (if none, please state "Nil")
22	Agency Confidential Information <i>NOTE: See clause 6 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed.</i>	
	Description of Agency Confidential Information	a. ^INSERT DESCRIPTION OF MATERIAL, IF ANY^ (if none, please state "Nil")
	Period of confidentiality	a. ^INSERT, IF ANY^ (if none, please state "Nil")
23	Panel Member Confidential Information (for this project) <i>NOTE: See clause 6 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed.</i>	
	Description of Panel Member Confidential Information	a. ^INSERT DESCRIPTION OF MATERIAL, IF ANY^ (if none, please state "Nil")
	Period of confidentiality	a. ^INSERT, IF ANY^ (if none, please state "Nil")
24	Agency Data (for this project) <i>Note: See clause 7 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed.</i>	
	Description of Agency Data	a. ^INSERT DESCRIPTION OF MATERIAL, IF ANY^ (if none, please state "Nil")
	Authorisations required to use Agency Data	a. ^INSERT, IF ANY^ (if none, please state "Nil")
25	Security Requirements (for this project) <i>NOTE: See clauses 7 and 8 (Schedule 4) of the Work Order [Contract Supply Terms] under the Deed.</i>	
	Description of security requirements	^INSERT, AS APPLICABLE^ (if none, please state "Nil")
	Costs associated with implementing security requirements	The Panel member [is/is not] responsible for all costs associated with obtaining and maintaining security clearances required under this Work Order. (if none, please state "Nil")

PAYMENT / INVOICE SCHEDULE

Note 1: Please refer to Schedule 3 [Maximum Rates] of the Deed of Standing Offer for maximum consultancy fees.

Note 2: All payments are subject to the terms and conditions set out in the Contract Supply Terms under the RES Panel Deed.

Note 3: Invoices must be submitted in accordance with Schedule 4 [Supply Terms] of the Deed.

26. Standard Components

	Short Description	Ex GST Amount	GST Amount	Total Amount
--	-------------------	---------------	------------	--------------

Milestone One	^INSERT milestone description^	\$ xxx	\$ xxx	\$ xxx
Milestone Two	^INSERT milestone description^	\$ xxx	\$ xxx	\$ xxx
Milestone Three	^INSERT milestone description^	\$ xxx	\$ xxx	\$ xxx
Milestone Four	^INSERT milestone description^	\$ xxx	\$ xxx	\$ xxx
Milestone Five	^INSERT milestone description^	\$ xxx	\$ xxx	\$ xxx
<i>Insert / delete rows as required</i>				
Standard Components Total		\$ xxx	\$ xxx	\$ xxx
<i>Tax invoices need to include details of GST amount and total.</i>				
27. Repayment Components				
	Reimbursement Payments	\$ xxx	\$ xxx	\$ xxx
	Venue Hire	\$ xxx	\$ xxx	\$ xxx
	Transcripts and Recordings	\$ xxx	\$ xxx	\$ xxx
	Travel	\$ xxx	\$ xxx	\$ xxx
<i>Insert / delete rows as required</i>				
Repayment Component Total		\$ xxx	\$ xxx	\$ xxx
<i>Repayment components will only be paid when the appropriate documentation/receipts are included with a tax invoice.</i>				
28. Total Value of Work Order				
Work Order Total		\$ xxx	\$ xxx	\$ xxx
<i>Please see Milestones for Payment Percentages and Dates.</i>				

Attachment A: Description of Required Services

^INSERT DETAILS OF THE REQUIRED SERVICES AS FINALISED IN CONSULTATION WITH THE APPOINTED PANEL MEMBER ^

Attachment B: Delivery Schedule

^INSERT DETAILS OF THE DELIVERY SCHEDULE AS FINALISED IN CONSULTATION WITH THE APPOINTED PANEL MEMBER ^

EXECUTION OF THE WORK ORDER:

Executed as a contract.

Signed for and on behalf the
Commonwealth of Australia as represented
by the **^INSERT Name of Approved Agency^** by
its duly authorised representative in the
presence of

←

Signature of representative

Signature of witness

Name of representative (print)

Name of witness (print)

Position of representative (print)

Date

Signed for **^Panel Member's Name^** by its
duly authorised representative in the
presence of

←

Signature of representative

Signature of witness

Name of representative (print)

Name of witness (print)

Position of representative (print)

Date



Australian Government

Department of Infrastructure, Transport,
Cities and Regional Development

Request for Quotation

Reference #1001xxxx
for [insert type of Services]

Using this document:

Boxes like this contain information to help those drafting an RFQ. Please delete all of these boxes (including this one) before finalising your document. Anything highlighted should be updated to reflect your project and un-highlighted or removed.

Research and Evaluation
Services (RES) Panel

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1. Authority and Context

1.1 Issued under the RES Panel

This Request for Quotation (RFQ) is issued in accordance with clause 4.1[Request for Quotation] of the *Deed of Standing Offer for the Supply of Research and Evaluation Services (RES) as part of a Refreshable Panel of Suppliers* (the **Deed**) established between the Commonwealth of Australia, represented by the Department of Employment (the **Department**) and selected Panel Members.

The terms and conditions as set out in the **Deed**, including the Maximum Rates and associated Schedules, will remain in effect for the purposes of this RFQ and the delivery of the required **Services**. Further, unless the context otherwise provides, terms used in this RFQ have the same meaning as given in the **Deed**.

1.2 Issuing Agency

This RFQ is issued by the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Cities and Regional Development (the **Agency**).

In accordance with Clause 4.1.2 of the **Deed**, Panel Members invited to submit a Quotation are to do so within the timeframe specified in **Section 2.5** of this RFQ, or advise the Agency in writing, as soon as possible (and, in any event, within the timeframe specified for submission) that they will not be responding to the RFQ. The Quotation should detail the Services proposed to be provided, the applicable fees and other allowances or costs to provide the Services, and the names of the Panel Member's Personnel proposed to deliver the Services.

1.3 Cost and Fees

In accordance with Clause 4.1.3 of the **Deed**, any fees specified in a Quotation must be based on rates that do not exceed the Maximum Rates.

In accordance with Clause 4.1.4 of the **Deed**, any Quotation provided in response to this or any other RFQ will be provided by the Panel Member free of charge.

1.4 Acceptance of Quotation

This RFQ is an "invitation to quote" and nothing contained therein, nor in any Quotation, is to be construed as constituting an agreement. A Quotation is only taken to have been accepted when the Agency and Panel member have executed a Work Order to which the Services relate.

1.5 Formation of Contract

The executed Work Order will form a separate and independent Contract between the Panel Member and the Agency. This Contract will comprise:

- (a) the Work Order, including details of the Services to be provided;
- (b) the terms and conditions contained in the Contract Supply Terms in Schedule 4 of the **Deed**; and
- (c) clauses 6.1 and 7.3 of the **Deed**.

1.6 Briefing Session [Optional]

A teleconference to provide greater clarity, and respond to any questions in relation to this RFQ has been arranged for all invited Panel Members. It will be held on:

Date: ^INSERT DAY AND DATE^

Time: ^INSERT TIME ^

To join the teleconference Panel Members should:

Dial: ^INSERT PHONE NUMBER ^

Conference No.: ^INSERT CONFERENCE NUMBER^

Pin: ^INSERT PIN NUMBER^

If you have any problems dialling into the teleconference please call ^INSERT CONTACT NAME AND PHONE NUMBER^.

Conducting a Briefing Session is not compulsory. If a Briefing Session will not be provided delete section 1.6.

2. Summary of Requirement

2.1 Service Category

The Agency requires the assistance of a Research and Evaluation Services (RES) Panel Member registered to provide the following Services in relation to the project:

- Service category 1:- Research Services
- Service Category 2:- Evaluation Services
- Service Category 3: Data Analysis Services
- Service Category 5: Data Management Services
- Service Category 6: Editorial and Writing Services
- Service Category 7: Quality Assurance and Peer Review Services.

You need to select panel members based on the services included in their Deed of Standing Offer.

Delete Service Categories from this document that are not relevant/required

2.2 Scope

The Agency requires the assistance of a Panel Member to **^INSERT SUMMARY OF SERVICES REQUIRED WITH REGARD TO SERVICE CATEGORIES SET OUT IN RELEVANT DEED^**.

For more information on the Services and related project requirements please see **Sections 3, 4 and 5** of this RFQ.

2.3 Lodging your Quotation

Quotations must be submitted no later than the specified closing time (see **Section 2.4** of this RFQ) to **^INSERT EMAIL ADDRESS^**.

Please ensure that you include **^INSERT SHORT PROJECT NAME^** in the subject line of all email communications.

2.4 Quotation Required By

Quotations should be submitted no later than **^INSERT TIME, DAY AND DATE^** Canberra ACT time.

2.5 Project Time Frame

The indicative project time frames are set out in **Section 4.8** below. Panel Members should note that the project is scheduled for completion by **^INSERT DAY AND DATE^**.

2.6 RFQ Contact

All requests for further information or clarification regarding this RFQ should be directed, by email, to the RFQ Contact at **^INSERT EMAIL ADDRESS^**

Any other queries can be directed to:

Name:	^INSERT NAME^	OR	^INSERT NAME^
Position:	^INSERT PHONE NUMBER^		^INSERT PHONE NUMBER^
Phone:	^INSERT PHONE NUMBER^		^INSERT PHONE NUMBER^

Responses to any questions will be circulated to other Panel Members who have been invited to provide a Quotation in relation to this project, without disclosing the source of the questions or revealing any confidential information of a Panel Member.

2.7 Responding to this Request for Quotation

In responding to this RFQ, the Panel Member should ensure their Quotation contains the completed Quotation Response Forms in **Section 6** of this RFQ:

- (a) **Attachment 1** – allows Panel Members to provide details of the Services proposed to be provided in response to this RFQ (please see **Section 4** of this RFQ for detailed Services requirements)
- (b) **Attachment 2** – provides Panel Members with the framework to detail the applicable fees*, and any other allowances and costs to provide the required Services
- (c) **Attachment 3** – allows Panel Members an opportunity to nominate two referees
- (d) **Attachment 4** – provides Panel Members with the framework to detail the personnel proposed for involvement in this project

*Please note that any fees specified in a Quotation must be based on rates that do not exceed the Panel Member's Maximum Rates set out in the **Deed** where applicable.

2.8 Assessment of Quotations

Quotations will be assessed against the criteria outlined in **Section 5.4** of this RFQ to determine the best overall value for money. Panel Members should note that the Agency is not bound to accept the cheapest Quotation, nor any Quotation submitted in response to this RFQ.

2.9 General Requirements

The Panel Member will be required to develop a comprehensive understanding of the issues prior to commencing the Services and provide advice on issues and concepts to be explored in consultation with the Agency.

The Panel Member should ensure that appropriate documentation relating to this project is kept, including a comprehensive strategy for dealing with staff turnover, and an overall risk management strategy. This documentation may be requested by the Agency.

3. Introduction

^UPDATE SUBSECTIONS AS APPROPRIATE TO PROJECT AND AGENCY OUTCOMES ETC^

3.1 Purpose

The purpose of this RFQ is to outline the requirements for ^INSERT A SUCCINCT OVERVIEW OF PROJECT REQUIREMENTS – 1 TO 2 PARAGRAPHS MAXIMUM^.

3.2 Intended Outcomes or Objectives

The results from this work/project will be used to ^INSERT AS APPLICABLE – 1 PARAGRAPH RECOMMENDED^

3.3 Background

The Agency is responsible for ^INSERT AGENCY BACKGROUND AS RELEVANT TO THE REQUIREMENTS / PROJECT PLUS DRIVER(S) OF THE PROJECT^.

4. Statement of Requirements

^THE FOLLOWING SUBSECTIONS ARE PROVIDED AS A GUIDE ONLY. THESE SHOULD BE UPDATED/AMENDED AS APPROPRIATE TO SUIT THE PROJECT AND AGENCY REQUIREMENTS^

4.1 Objectives

The fundamental areas of exploration required are outlined below. It should be noted that the outline provided is not considered to be final and we expect input from the Panel Member appointed to undertake this project.

Area 1: The Context

Understanding the ^INSERT, AS APPLICABLE^

Area 2: Expectations

Understanding the expectations of ^INSERT, AS APPLICABLE^

Area 3: Drivers of ^INSERT, AS APPLICABLE^...

Understanding factors which have the greatest influence on ^INSERT, AS APPLICABLE^

Area 4: Maximising outcomes

The Agency is committed to continuously improving the programmes and services it provides, as well as the support it provides to ^INSERT, AS APPLICABLE^

4.2 Target Population

The population of interest for this project is ^INSERT, AS APPLICABLE^

4.3 Research Methodology/Approach

It is anticipated that the methodology / approach to be used by the successful Panel Member will ^INSERT, AS APPLICABLE^ ...

4.4 Recruitment and Reimbursement for Participants

It is anticipated that ^INSERT OUTLINE OF RECRUITMENT STRATEGIES/REQUIREMENTS PLUS ANY REIMBURSEMENT STRATEGIES AS APPLICABLE^

4.5 Ethics Approval

^AMEND AS APPLICABLE^ ...

It is anticipated that ^ETHICS APPROVAL WILL / WILL NOT BE REQUIRED FOR THIS PROJECT (DELETE AS APPLICABLE)^.

^WHERE ETHICS APPROVAL IS REQUIRED^ The Panel Member will be required to work with the Agency to apply for and gain ethics committee approval for this project.

4.6 Data Security

The data management and security requirements as outlined in the **Deed** are expected to be maintained for the purposes of this project.

ONLY IF APPLICABLE - In addition to the Terms and Conditions of the Deed, the following specific data security measures are required for this project:

- a) ^INSERT AS APPLICABLE^

4.7 Deliverables

Deliverables for this project are:

^INSERT, AS APPLICABLE – MAY INCLUDE:^

1. Project plan, including consultation strategy and literature review parameters
2. Consultation materials (i.e. interview guides)
3. A contact list with outcomes of the consultation recruitment process
4. An Nvivo dataset containing de-identified transcripts of recordings and/or interviewer notes, including appropriate coding
5. De-identified copies of transcripts and recordings of interviews (as appropriate)
6. A comprehensive report of research findings, including the literature review recommendations for future research (draft and final)
7. A brief “walk through” (approximately one hour) meeting to discuss the findings if required, and
8. A Presentation / discussion of the final results if required.

4.8 Proposed Timetable

The proposed timeframe for this project is detailed below. ^AMEND/UPDATE, AS APPLICABLE – SHOULD CONSIDER DELIVERABLES ABOVE^

Table 1: Proposed Project Timetable.

Event	Target date
Letter quotation to the Department of Infrastructure, Transport, Cities and Regional Development	^Date^
Acceptance of quotation	^Date^
Project Briefing and Work Order signed (Start-up Meeting)	^Date^
Finalised Project plan	^Date^
Refinements to methodology as required	^Date^

Discussion guides and other materials finalised	^Date^
Commence recruitment of participants	^Date^
Fieldwork commences	^Date^
Fieldwork finishes	^Date^
Draft dataset (e.g. Nvivo), code frames, etc for Agency approval	^Date^
Final dataset (e.g. Nvivo), code frames, etc	^Date^
Brief “walk through” if required	^Date^
Draft Summary Report	^Date^
Final Summary Report	^Date^
Presentation / discussion if required	^Date^
Project completion	^Date^

4.9 Payment Milestones

It is proposed that the fees for the project be based on the following milestones and percentages: **^AMEND/UPDATE/DELETE THIS SECTION, AS APPLICABLE^**

Table 2: Fee Schedule.

Milestone	Percentage of total service fees
Start-Up Meeting / Signing of Work Order	25%
Commence Fieldwork	25%
Complete Fieldwork	25%
Delivery of final Summary Report or draft Final Report	20%
Acceptance of Final Report	5%

NB:- Payment for optional components will be negotiated with the successful Panel Member if and when they are activated.

5. Project Governance and Other Requirements

5.1 Role of the Agency

^AMEND/UPDATE, AS APPLICABLE^

The role and responsibilities of the Agency in relation to this project are to:

- Provide relevant background information to inform the research
- Work with the Panel Member to develop a sampling strategy
- Provide the Agency's Travel Rates for non-SES employees
- Provide relevant contact details for research participants where possible
- Provide primary approach letter
- Review draft and provide input into final interview guides
- Participate in post-interview review and meeting (if required)
- Provide feedback, comment and direction on the Summary Report
- Participate in the final presentation (if required)
- Provide ongoing support, input, direction and clarification throughout the course of the project.

5.2 Role of Panel Member

^AMEND/UPDATE, AS APPLICABLE^

The roles and responsibilities of the successful Panel Member in relation to this project are to:

- Provide a Quotation reflecting the requirements of this RFQ
- Work with the Agency to develop a sampling strategy
- Recruit interview participants
- Develop a draft interview guide addressing the research requirements
- Conduct fieldwork
- If required, lead a post-interview review and meeting (as soon as possible after interviews are completed)
- Provide a Summary Report
- If required, conduct a presentation with key Agency staff in the Canberra office.

5.3 Project Start-up Meeting

^AMEND/UPDATE, AS APPLICABLE^

The successful Panel Member is required to attend a briefing session with the Agency at the commencement of the project to receive additional information, clarify expectations and meet the Agency's project team.

^IF APPLICABLE^ Due to the tight timeframes, this session may be conducted by either teleconference or videoconference.

5.4 Evaluation Criteria

Quotations will be assessed to determine their overall value for money against the following Evaluation Criteria:

Table 3: Evaluation Criteria.

Panel Member's ability and capacity in relation to:

- (1) Technical expertise to provide the required Services
- (2) Experience in providing the required Services
- (3) Proposed approach / recommended modifications
- (4) Demonstrated capacity and ability to deliver the required Services on time
- (5) Panel Member's proposed fees.

5.5 Privacy, Confidentiality and Security

The staff and subcontractors of a Panel Member will not be required to complete a Deed of Confidentiality, as the requirements and expectations associated with the obligations of privacy, confidentiality and security are set out in Schedule 4 of the **Deed**, including the requirement for continued operation of these provisions following the completion or termination of a Contract.

Panel Members should familiarise themselves with this Schedule prior to submitting a response to this Request for Quotation.

5.6 Confidential Information

^AMEND/UPDATE, AS APPLICABLE^

Agency Confidential Information

^If no Agency confidential information is identified, this subsection should be KEPT and the word "Nil" inserted in line one. The other "insert as applicable" labels should be deleted^

The Panel Member must not, without the requesting Agency's prior written approval, disclose any of the Agency's confidential information, as specified in Table 4 below, to a third party. This information will also be included in the Work Order.

Panel Members should note that, in accordance with the **Deed**, the obligations of confidentiality will continue after the expiration or termination of the Work Order associated with this RFQ.

NOTE: Table 4 is for any information that YOU / the AGENCY wishes to flag as confidential.

Table 4: Agency’s Confidential Information Under this RFQ.

1	Description of Confidential Information	^Insert as applicable ^
	Reasons for confidentiality	^Insert as applicable^
	Period of confidentiality	^Insert as applicable ^
2	Description of Confidential Information	^Insert as applicable ^
	Reasons for confidentiality	^Insert as applicable^
	Period of confidentiality	^Insert as applicable ^

***Instruction to Project Manager:-** Please copy and replicate the above table where more than two pieces of Confidential Information are to be involved in this project.*

Panel Member Confidential Information

The requesting Agency must not, without the Panel Member’s prior written approval, disclose any of the Panel Member’s confidential information as specified in specified in Item 5 of Schedule 1 of the **Deed** to a third party.

6. Quotation Response Forms

^UPDATE THIS SECTION AS APPROPRIATE TO PROJECT AND AGENCY REQUIREMENTS ETC^

Panel Members should ensure that their Quotation includes, at a minimum, each of the Response Forms attached to this Section. That is:

Attachment 1 [Panel Member's Response to RFQ] provides guidance as to what Panel Members should address. Panel Members are encouraged to make any suggestions for adjustments, enhancements, cost savings and options for otherwise improving the overall value for money of their Quotation.

Attachment 2 [Panel Member's Pricing] provides Panel Members with the framework to detail their costings for the project.

Attachment 3 [Panel Member's Referees] provides Panel Members with an opportunity to identify two referees.

Attachment 4 [Proposed Personnel] allows Panel Members to identify which of their staff and subcontractors will be delivering the Services required for this project.

Attachment 1:- Response to RFQ

^AMEND/UPDATE, AS APPLICABLE^

Quotation Particulars

Name of Panel Member	
Name of Project Manager	
Contact Details of Project Manager	
Phone Number	
Email Address	
Date of Quotation	
Quotation Valid For	
Quoted Amount	
Standard Components (incl GST)	\$
Reimbursed Components (GST n/a)	\$
Term of the project	
Start Date	
End Date	

Technical Capability and Expertise

Panel Members should **describe** why they are well positioned to provide the required Services, including:

- their expertise in developing different protocols as relevant to this project (e.g. discussion guides, questionnaires, models, database management)
- an overview of what areas, methodologies and techniques they are proficient in as relevant to this project
- how they manage quality assurance, including reporting, data management and analysis as relevant to this project
- any other information they believe would be relevant to demonstrating their technical capability and expertise for undertaking this project.

(Maximum length 500 words)

Experience in Providing the Service Outlined in this RFQ

Panel Members should **demonstrate** their **knowledge, skills and involvement** in undertaking similar projects by providing:

- a brief description of a similar project or methodology delivered, including
 - context and nature of the project
 - approach used and why
 - key learnings.
- an indication of their understanding and awareness of issues relevant to this project (e.g. target population, challenges)
- any other information they believe would be relevant to demonstrating their experience in providing the service as outlined in this RFQ.

(Maximum length 250 words)

Proposed Approach / Recommended Modifications

Panel Members should **detail** their **understanding / interpretation** of the methodology or methodologies outlined in the RFQ, as well as any recommended changes. Panel Members should provide:

- a clear understanding of requirements and objectives for this project
- ideas for innovation (e.g. methodology, sample design, data collection, analysis)
- a justification as to why a methodological approach should or should not be used
- the strengths, weaknesses, advantages and/or limitations of approach(es) either contained within the RFQ or proposed
- assumptions, including participants, data sources, sample, etc.
- any other information they believe would be relevant to demonstrating their recommendations for undertaking this project.

(Maximum length 1,500 words)

Capacity and Ability

Panel Members should **demonstrate** that they are able to deliver the required Services on time, within budget and an ability to add value to the Agency's program of work, including:

- that they are able to deliver the project within the required timeframes
- their project and risk management strategies / protocols they would implement for this project
- contingency strategies that could be implemented
- an overview of the types of insights and value they could add to the project.

(Maximum length 500 words)

Attachment 2:- Panel Member's Pricing

^AMEND/UPDATE, AS APPLICABLE^

Panel Members should note that, in accordance with Clause 4.1.3 [Request for Quotation] of the **Deed**, any fees specified in a Quotation must be based on rates that do not exceed the Maximum Rates.

In completing the table below, Panel Members should:

- include all fees and other charges necessary to conduct the project within the timeframe, and addressing the stated requirements
- cost any optional components separately
- estimate any travel costs and other expenses, noting that these will be paid on a reimbursement basis following completion of the fieldwork
 - Travel costs must be commensurate with the Agency's Travel Rates for non-SES employees (a copy of these rates will be supplied to the successful Panel Member at the commencement of the project).
- outline any assumptions associated with estimated costing in their response (in Attachment 1).

Panel Members should separately cost the following line items:

^AMEND/UPDATE AS APPLICABLE^

STANDARD COMPONENTS	Price (\$)	
	excl. GST	incl. GST
Project Development		
Attendance at project briefing meeting		
Methodology refinement (if required)		
Ethics committee approval		
Research Components		
Development of questionnaire / discussion guide and other consultation materials as required		
Recruitment, including the development, printing and posting of primary approach letters		
Total cost for ^Insert number^ of CATI / online surveys		
Cost per CATI interview		
Cost per completed online		
Coding of ^Insert number^ of open ended questions		
Total cost for ^Insert number^ in-depth interviews / focus groups with target group(s) as required (excluding travel, room hire and participant reimbursements)		

Cost per interview if conducted face-to-face		
Cost per interview if conducted by telephone		
Cost per focus group		
Transcriptions and recordings		
Coded Nvivo dataset		
De-briefing meeting (if required)		
Final Summary Report		
Presentation of final report / results (if required)		
Other Costs		
General project management costs for entire project (i.e. administration, sample cleaning, time and other expenses)		
Costs not covered elsewhere (other than reimbursements)		
(please specify):-		
REIMBURSEMENT COSTS*		
Participant reimbursement payments	n/a	
Estimated Travel Costs	n/a	
Venue Hire	n/a	
Total		

* Travel costs and other expenses will be confirmed and approved after the exact locations for the fieldwork are finalised. If necessary, a Work Order Variation will be executed by the Agency and Panel Member.

Attachment 3:- Panel Member's Referee

Panel Members should provide, in the format below, the contact details of at least one, but no more than two, recent clients who are prepared to act as a referee and have direct working knowledge of your capabilities in relation to the provision of similar services to those required for this project.

For clarity, an Agency *may or may not* contact a Panel Member's nominated referees.

Name of Referee	Organisation	Phone No.	Short Description of Work (max 50 words)

Attachment 4:- Proposed Personnel

Panel Members should provide, in the format below, the names and roles of individuals and/or subcontractors who will be working on the project, including:

- Any Key Personnel, that is, those listed in the **Deed**
- All other staff who will not have been listed in the **Deed**, and
- Any subcontractors (both those included and not included in the **Deed**).

Key Personnel

Panel Members should only include a phone number for individuals they intend to be directly contactable by the requesting Agency if they are successful in being appointed to undertake this project.

1	Name of Key Personnel:	
	Phone Number:	
	Email:	
	Proposed roles and responsibilities in relation to the project:	

Instruction to Panel Member:- Please copy and replicate the above table if it is proposed for more than one Key Personnel is to be involved in this project.

Specified Personnel

1	Name:	
	Proposed roles and responsibilities in relation to the project:	
	Experience(max 50 words):	
2	Name:	
	Proposed roles and responsibilities in relation to the project:	
	Experience(max 50 words):	
3	Name:	
	Proposed roles and responsibilities in relation to the project:	
	Experience(max 50 words):	

Instruction to Panel Member:- Please copy and replicate the above table if it is proposed for more than three Specified Personnel to be involved in this project.

Subcontractors

Panel Members should identify whether a subcontractor has been included in their **Deed** or not. If not, their use for the purposes of this project is at the discretion of the requesting Agency.

Name of Approved Subcontractor:		Approved	
		Not-Approved	
ABN / ACN:			
Description of experience (max 50 words):			
Proposed roles and responsibilities in relation to the project:			

Instruction to Panel Member:- Please copy and replicate the above table if it is proposed for more than one subcontractor to be involved in this project.

Note to Panel Members:- If you would like to include a subcontractor in your **Deed** then please contact the RES Panel Management Team at RES_Panel@employment.gov.au.

7. Common Terms & Definitions

The following terms and acronyms have been used in this RFQ, or may be used throughout the RFQ.

Approved Agency	Any Commonwealth entity under the PGPA Act 2013, as well as any State and Territory Government agencies/departments, that have executed a Memorandum of Understanding with the Department of Employment
MOU	Memorandum of Understanding between an Approved Agency and the Department of Employment
Panel Member	Organisation selected to provide Services under the RES Panel
RES	Research and Evaluation Services
RES Panel	'Refreshable' Research and Evaluation Services Panel
RFQ	Request for Quotation
RFT	Request for Tender
SON	Standing Offer Number
Deed	Deed of Standing Offer between the Panel Member and the Department of Employment

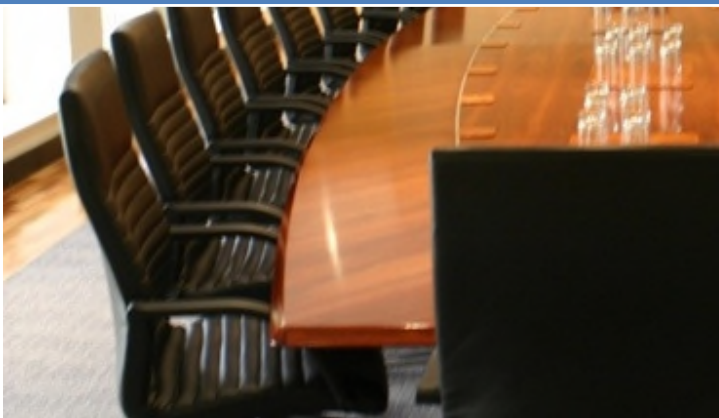


Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications



Offer Evaluation Plan



**Offer Evaluation Plan for Request
for Offer relating to [insert details]**

**RFO No. [insert Procurement
Registration number generated in
myWorkplace]**

COMMERCIAL-IN-CONFIDENCE

Grants and
Procurement Team

Financial Services



Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

OFFER EVALUATION PLAN

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OFFER EVALUATION PLAN

Guidance

The Offer evaluation plan sets out the methodology to be followed when evaluating supplier's submissions. The guidance material is highlighted in yellow and should be deleted once this template is complete.

1. Introduction

- 1.1 The Commonwealth, represented by and acting through the Department of Infrastructure, Transport, Cities and Regional Development invited Offers for the provision of good and/or services specified in Attachment A.
- 1.2 The details of this RFO are specified in Attachment A.

2. Definitions

- 2.1 In this Evaluation Plan, unless the contrary intention appears:

Deadline means that date that Offers must be received by the Department;

Delegate means the ultimate decision maker and delegate under the *Public Governance, Performance and Accountability Act 2013* in respect of this RFO process, namely [*insert name of decision maker in relation to the RFO process*];

Department means the Commonwealth of Australia, represented by and acting through the Commonwealth Department of Infrastructure, Transport, Cities and Regional Development;

Evaluator(s) means the person or persons who are responsible for evaluating the Offers to the RFO;

Late Offer means any Offer that has been received after the Deadline;

Project Officer means [*insert name of Project Officer*];

Respondent means a person or organisation that has lodged an Offer;

Offer means a response to this RFO;

RFO means the Request for Offer referred to in paragraph 1.1; and

Selection Criteria means the Selection Criteria set out in the RFO and duplicated in Attachment A of this Offer Evaluation Plan.



OFFER EVALUATION PLAN

3. Methodology

3.1 This Evaluation Plan specifies the methodology that will be used in the assessment of Offers received to establish which offers the best value for money.

3.2 Process Overview

The evaluation process will be divided into the following stages:

- a) **Stage 1** - Preliminary stage involving establishing the evaluation team.
- b) **Stage 2** – Detailed assessment of Offers, comprising evaluation against selection criteria and evaluation of pricing proposal
- c) **Stage 3** – Preparation of report and recommendations, submission of report to Decision Maker for approval.

4. Stage 1 - Preliminary

4.1 Offer Evaluation Committee

The first stage of the Offer evaluation process is to convene the evaluation committee. The role of the evaluation committee is to evaluate all Offers against the requirements in the RFO. The evaluation committee will comprise the persons listed in Attachment A.

4.2 Confidentiality and Security.

All information relating to Offers must be treated as commercial in confidence. Offers and working documents containing Offer information must be kept in commercial in confidence files. The files must be kept in locked filing cabinets and not left unattended in work areas. Offers must not be removed from Departmental premises or copied unless there is no practicable alternative. The requirements above do not apply to documents that are publicly available documents, such as the RFO. Staff involved in procurement must comply with the **APS Code of Conduct** at all times.

4.3 Conflicts of Interest

If an Evaluator is concerned that they may have an actual or perceived conflict of interest, they should inform their supervisor immediately. If necessary, their supervisor may reallocate duties to avoid an actual or perceived conflict of interest. If there is concern that the Delegate may have a conflict of interest, the Evaluator(s) or the Delegate should consult with Legal Services, and any proposed course of action should be approved by Legal Services.



OFFER EVALUATION PLAN

4.4 Late Offers

Any Offer not received by the Deadline is a Late Offer.

If the Department receives a Late Offer, it should be excluded from consideration, unless the lateness is due to mishandling by the Department or there is some other compelling reason to accept the Late Offer. **NOTE that the Evaluator(s) must be careful to ensure that, in accepting a Late Offer, the Department is not giving an unfair advantage to the Respondent over other Respondents that have submitted their Offers before the deadline.**

If any Late Offers are received the Evaluator(s) should:

- (a) advise the Respondent in writing (an email will be sufficient) that the Offer was received after the Department's deadline and that without evidence satisfying the Department that the lateness was due to mishandling by the Department the Late Offer will not be considered; and
- (b) only accept Late Offers if there is evidence of mishandling by the Department or some other compelling reason.

5. Stage 2 - Evaluation

- 5.1 The Evaluator(s) must ensure the respondent has signed and witnessed the Declaration by Respondent in Schedule 2 *[remove if not applicable]*
- 5.2 If compliant the Evaluator(s) must then assess all Offers against all Selection Criteria, using the same processes and treating all Offers fairly and equitably.
- 5.3 The Selection Criteria includes:

No.	Criteria
1.	The extent to which the respondent's offer meets the Commonwealth's requirement set out in the RFO.
2.	The respondent's proven capacity to provide the requirement.
3.	The total costs to be incurred by the Commonwealth.



OFFER EVALUATION PLAN

- 5.4 The Evaluator(s) must decide which Offer(s) represent the best value for money for the Commonwealth, taking into account:
- a) fitness for purpose;
 - b) the performance history of each prospective supplier;
 - c) the relative risk of each proposal;
 - d) the flexibility to adapt to possible change over the lifecycle of the property or services;
 - e) financial consideration including all relevant direct and indirect benefits and costs over the whole procurement cycle; and
 - f) the evaluation of contract options (for example, contract extension options).
- 5.5 The screening of Offers, assessment process, and value for money decision should be made using the following steps:

Step 1	The Evaluator(s) must ensure the respondent has signed and witnessed the Declaration by Respondent in Schedule 2. <i>[remove this step if not applicable]</i>
Step 2	Assess the quality of each of the proposed solution. Quality is assessed by considering how well the proposed solution meets the Selection Criteria 1 and 2 set out in section 5.3 above. The scoring system set out in paragraph 5.6 should be used.
Step 3	If there is more than one Evaluator, the scores for each Selection Criteria must be added together and then averaged to determine the score for that particular Selection Criteria.
Step 4	The scores for each Selection Criteria are then added together to create the 'Technical Score'.
Step 5	Offers must then be ranked based on the Technical Score.
Step 6	The Evaluator(s) must then assess each Offer against its offered pricing proposal to determine the total cost of each of the solutions (ie. the Selection Criteria 3 specified in 5.3 and Attachment A).
Step 7	The Evaluator(s) must then be adjusted to take into account the price detailed in the Offer.



OFFER EVALUATION PLAN

Step 8	Finally, the Evaluator(s) must consider whether there are any risk factors that must be taken into account and, if so, whether that has any effect on the ranking of Offers.
---------------	--

Note: The above steps are documented in the RFO Evaluation Report.

5.6 The Evaluator(s) must assess and score each Offer for each Selection Criterion using the scoring method set out below. The descriptions in the ‘Offer’ column are intended to act only as guidance on assessing ratings. They are not intended to be wholly exclusive of the issues to be taken into account, nor to be applied literally.

Rating	Offer	Score
Superior	Highly convincing and credible. Offer demonstrates superior capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. Comprehensively documented with all claims fully substantiated. Insignificant risk.	100
Outstanding	Highly convincing and credible. Offer demonstrates outstanding capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. Documentation provides complete details. All claims adequately demonstrated and substantiated. Insignificant risk.	90
Excellent	Offer complies, is convincing and credible. Offer demonstrates excellent capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. Some minor lack of substantiation but the Respondent’s overall claims are supported. Low risk.	80
Very good	Offer complies, is convincing and credible. Offer demonstrates very good capability, capacity and experience, relevant to, or understanding of, the requirements of the Selection Criteria. Minor uncertainties and shortcomings in the Respondent’s claims or documentation. Low risk.	70
Adequate	Offer complies and is credible but not completely convincing. Offer demonstrates adequate capability, capacity and experience, relevant to, or understanding of, the requirements of the Selection Criteria. Respondent’s claims have some gaps. Medium risk.	60



OFFER EVALUATION PLAN

Marginal	Offer has minor omissions. Credible but barely convincing. Offer demonstrates only a marginal capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. Medium risk.	50
Limited	Barely convincing. Offer has shortcomings and deficiencies in demonstrating the Respondent's capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. High risk.	40
Poor	Unconvincing. Offer has significant flaws in demonstrating the Respondent's capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. High risk.	30
Very poor	Unconvincing. Offer is significantly flawed and fundamental details are lacking. Minimal information has been provided to demonstrate the Respondent's capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. Very high risk.	20
Inadequate	Offer is totally unconvincing and requirement has not been met. Offer has inadequate information to demonstrate the Respondent's capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. Very high risk.	10
Unacceptable	Offer was not evaluated as it did not provide any requested information relevant to the RFO and/or contravened nominated restrictions. Very high risk.	0

- 5.7 When considering the risk factors of the Offer, the Evaluator(s) should also take into account the Respondent's acceptance of the terms of the draft contract, their compliance with Commonwealth policies (refer section 6) and any financial viability risk. In assessing risks, the evaluator(s) will refer to the Department's Risk Management Guidelines available at:
<http://governance/service.aspx?service=Risk%20Management%20Toolkit>.
- 5.8 When purchasing goods and/or services, the Evaluator(s) may also take into account the terms and conditions of any contract proposed by the Respondent. When considering the Respondent's terms and conditions of contract, the Evaluator(s) must seek advice from Legal Services if they are uncertain about the meaning of any of the Respondent's terms and conditions, in particular clauses which:
- (a) seek an indemnity from the Commonwealth;
 - (b) require payment before delivery of goods,
 - (c) seek to limit a supplier's liability, eg. for defective goods: or



OFFER EVALUATION PLAN

(d) state that ownership or title to the goods passes to the Commonwealth before delivery of the goods.

- 5.9 The Evaluator(s) must document their decision so that it is clear that each Offer has been considered against all Selection Criteria, and the reasons for selecting the preferred Offer are clearly explained. The documentation must demonstrate that the same processes have been applied to each Offer, and that all Respondents have been treated fairly and equitably.

6. Stage 3 - Submission to Delegate

- 6.1 The results of the evaluation process are documented in the Offer Evaluation Report.
- 6.2 When the Evaluator(s) has made a decision they should submit their recommendation and reasons for the recommendation to the Delegate in writing through the completion of an Offer Evaluation Report. Please see the Procurement site on ENTR for access to the Offer Evaluation Report.
- 6.3 The final version of the Offer Evaluation Report should be signed by all members of the Offer evaluation committee. The final report should then be submitted to the Financial Delegate for approval.
- 6.4 The Delegate must consider the Evaluator(s) recommendations and make a decision. The Delegate may seek further information or assistance from the Evaluator(s) or Departmental staff prior to making the decision. If the decision departs from the recommendations of the Evaluator(s) the Delegate must state the reasons for this in writing.

7. Complaint Procedure

- 7.1 In accordance with the RFO, if a Respondent has a complaint concerning the process, the Respondent must notify the Project Officer in writing.
- 7.2 Within 10 days of receiving a complaint, the Project Officer must notify the Respondent of the identity of the Complaints and Review Officer for this RFO and of the next steps for the Respondent to take in order to pursue the complaint.

[Note: The Complaints and Review Officer should be a Departmental officer at SES level who is and has been independent of the evaluation process.]

REGARDLESS OF WHETHER A COMPLAINT IS MADE VERBALLY OR IN WRITING, IT SHOULD BE RESPONDED TO IN WRITING.



OFFER EVALUATION PLAN

Attachment A

The RFO	<i>[Insert details of the goods and/or services being procured]</i>
RFO Release Date	<i>[Insert details]</i>
RFO Closing Date	<i>[Insert closing date and time]</i>
Financial Delegate	<i>[Insert name and position of delegate]</i>
Evaluation Committee	<p>The Offer Evaluation Committee will comprise the following members:</p> <ul style="list-style-type: none">a) <i>[Insert name and position]</i>b) <i>[Insert name and position]</i>c) <i>[Insert name and position]</i> <p><i>[Note: Please refer to section 2.3.13 – Tender/Offer Evaluation Committee, Procurement Manual, for reference on how many committee members are required.]</i></p>
Suppliers approached	<p>The following suppliers were invited to respond to this RFO process:</p> <ul style="list-style-type: none">a) <i>[insert name]</i>b) <i>[insert name]</i>c) <i>[insert name]</i>
Selection Criteria	<ul style="list-style-type: none">a) the extent to which the respondent's offer meets the Commonwealth's requirement set out in the RFO;b) the respondent's proven capacity to provide the requirement; andc) the total costs to be incurred by the Commonwealth.
Complaints and Review Officer	<p><i>[Insert details of the complaints and review officer]</i></p> <p><i>[Note: The Complaints and Review Officer must be a Departmental officer at SES level who is and has been independent of the evaluation process.]</i></p>



OFFER EVALUATION REPORT

[Insert Procurement Title]

Guidance

This Offer Evaluation Report is used to document the evaluation process and to assist the evaluation committee in choosing a supplier that demonstrates the best value for money. Please complete the following sections of this document:

Attachment A – Worksheet for individual responses

Attachment B – Recommendation to delegate

Please remove all guidance material highlighted in yellow once this template is complete.

1. Introduction

1.1. Preliminary

The Evaluator(s) must assess all Offers using the assessment process outlined in section 2.1, using the same processes and treating all Offers fairly and equitably. For full details of how this is done please refer to your offer evaluation plan.

1.2. Value for Money

The Evaluator(s) must decide which Offer(s) represent the best value for money for the Commonwealth, taking into account:

- (a) the quality;
- (b) the cost;
- (c) any other special features (eg value added component that above the minimum requirements of the RFO); and
- (d) whether the cost of the proposed solution is within the budget allocated for the procurement.

2. Process followed in the Assessment of Offers

2.1. Evaluation Process

The Assessment process and decision of which offer represents the best value for money should be made using the following steps:

Step 1	The Evaluator(s) must ensure the respondent has signed and witnessed the Declaration by Respondent [remove this step if not applicable]
Step 2	Assess the quality of each of the proposed solution. Quality is assessed by considering how well the proposed solution meets each of the Selection Criteria 1 and 2 of the table

	<i>in section 5.3 of the Offer Evaluation Plan. The scoring system set out in section 2.2 below should be used.</i>
<i>Step 3</i>	<i>If there is more than one Evaluator, the scores for each Selection Criteria must be added together and then averaged to determine the score for that particular Selection Criteria.</i>
<i>Step 4</i>	<i>The scores for each Selection Criteria are then added together to create the 'Technical Score'.</i>
<i>Step 5</i>	<i>Offers must then be ranked based on the Technical Score.</i>
<i>Step 6</i>	<i>The Evaluator(s) must then assess each Offer against its offered pricing proposal to determine the total cost of each of the solutions (ie. the Selection Criteria 3 of the table in 5.3 of the TEP).</i>
<i>Step 7</i>	<i>The Evaluator(s) must then consider whether the ranking should be adjusted to take into account the price detailed in the Offer.</i>
<i>Step 8</i>	<i>Finally, the Evaluator(s) must consider whether there are any risk factors that must be taken into account and, if so, whether that has any effect on the ranking of Offers.</i>

The above process is completed and documented in Attachment A of this document.

2.2. Scoring Method

The Evaluator(s) must assess and score each Offer for each Selection Criterion using the scoring method set out below. The descriptions in the 'Offer' column are intended to act only as guidance on assessing ratings. They are not intended to be wholly exclusive of the issues to be taken into account, nor to be applied literally.

Rating	Offer	Score
Superior	<i>Highly convincing and credible. Offer demonstrates superior capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. Comprehensively documented with all claims fully substantiated. Insignificant risk.</i>	100
Outstanding	<i>Highly convincing and credible. Offer demonstrates outstanding capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. Documentation provides complete details. All claims adequately demonstrated and substantiated. Insignificant risk.</i>	90
Excellent	<i>Offer complies, is convincing and credible. Offer demonstrates excellent capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. Some minor lack of substantiation but the Respondent's overall claims are supported. Low risk.</i>	80
Very good	<i>Offer complies, is convincing and credible. Offer demonstrates very good capability, capacity and experience, relevant to, or understanding of, the requirements of the Selection Criteria. Minor uncertainties and shortcomings in the Respondent's claims or documentation. Low risk.</i>	70

Adequate	<i>Offer complies and is credible but not completely convincing. Offer demonstrates adequate capability, capacity and experience, relevant to, or understanding of, the requirements of the Selection Criteria. Respondent's claims have some gaps. Medium risk.</i>	60
Marginal	<i>Offer has minor omissions. Credible but barely convincing. Offer demonstrates only a marginal capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. Medium risk.</i>	50
Limited	<i>Barely convincing. Offer has shortcomings and deficiencies in demonstrating the Respondent's capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. High risk.</i>	40
Poor	<i>Unconvincing. Offer has significant flaws in demonstrating the Respondent's capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. High risk.</i>	30
Very poor	<i>Unconvincing. Offer is significantly flawed and fundamental details are lacking. Minimal information has been provided to demonstrate the Respondent's capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. Very high risk.</i>	20
Inadequate	<i>Offer is totally unconvincing and requirement has not been met. Offer has inadequate information to demonstrate the Respondent's capability, capacity and experience relevant to, or understanding of, the requirements of the Selection Criteria. Very high risk.</i>	10
Unacceptable	<i>Offer was not evaluated as it did not provide any requested information relevant to the RFO and/or contravened nominated restrictions. Very high risk.</i>	0

2.3. Considering risk and legal advice

When considering the risk factors of the Offer, the Evaluator(s) should also take into account the Respondent's acceptance of the terms of the draft contract, their compliance with Commonwealth policies and any financial viability risk.

When purchasing goods, the Evaluator(s) may also take into account the terms and conditions of any contract proposed by the Respondent. When considering the Respondent's terms and conditions of contract, the Evaluator(s) must seek advice from Legal Services if they are uncertain about the meaning of any of the Respondent's terms and conditions, in particular clauses which:

- (a) seek an indemnity from the Commonwealth;
- (b) require payment before delivery of goods;
- (c) seek to limit a supplier's liability, eg. for defective goods; or
- (d) state that ownership or title to the goods passes to the Commonwealth before delivery of the goods.

2.4. Documenting Decisions

The Evaluator(s) must document their decision so that it is clear that each Offer has been considered against all Selection Criteria, and the reasons for selecting the preferred Offer are clearly explained.

The documentation must demonstrate that the same processes have been applied to each Offer, and that all Respondents have been treated fairly and equitably. The evaluation process can be documented in Attachment A of this document – Worksheet for individual responses, as well as Attachment B – Recommendation to delegate.

Attachment A – Worksheet for Individual Responses (Steps 1 to 4)

Please note: The following Steps 1 to 3 need to be completed for each supplier that responded to the request for offer process.

Respondent	Submission Number
[insert details]	

STEP 1 – Respondent Declaration

Respondent signed and witnessed the declaration by respondent in schedule 2?	Reason declaration by respondent in schedule 2 has not been signed
[YES/NO]	

STEP 2 – Qualitative Assessment

[Insert Evaluator(s) name] – [One table for each Evaluator]

Selection Criteria	Comments	Score
1.	[insert comments on the supplier proposal]	[insert score using the scoring method above]
2.	[insert comments on the supplier proposal]	[insert score using the scoring method above]

STEP 3 – Averaging of Scores

Selection Criteria	[insert Evaluator name]	Score	[insert Evaluator name]	Score	[insert Evaluator name]	Score	Averaged Score
1.		[insert score]		[insert score]		[insert score]	[insert averaged score]
2.		[insert score]		[insert score]		[insert score]	[insert averaged score]

STEP 4 – Technical Score (total of Averaged Scores)

Selection Criteria	Averaged Scores
1.	[insert averaged score]
2.	[insert averaged score]
Technical Score (Total of Averaged Scores)	[insert the total of both averaged scores added together]

Attachment A – Worksheet for Steps 5 to 8

Please note: The following Steps 5 to 8 do not need to be completed for each supplier that responded to the request for offer process.

Respondent	Submission Number
<i>[List all Respondents in alphabetical or Submission Number order]</i>	

STEP 5 – Ranking of Offers (based on Technical Score)

Ranking	Respondent	Technical Scores
1.	<i>[insert details]</i>	<i>[insert details]</i>
2.	<i>[insert details]</i>	<i>[insert details]</i>
3.	<i>[insert details]</i>	<i>[insert details]</i>

STEP 6 – Analysis of Pricing

[Include details of pricing structure proposed in each Offer (Selection Criteria 3) and its assessment by the Department]

STEP 7 – Ranking and Pricing

[Specify whether the ranking determined in Step 4 is to be adjusted based on the analysis of the pricing structure proposed.]

STEP 8 – Ranking and Risk

[Detail any risk factors and include a risk assessment (if appropriate). Specify whether the ranking determined in Step 4 (and possibly adjusted in Step 6) is to be adjusted based on the analysis of the risks identified by the Department in this step.]

If appropriate, the following tables can be used:

Outcome of assessment/financial viability risk	Comments	Rating/Score
<p><i>[If financial viability is not assessed, mark 'not applicable'</i></p> <p><i>If financial viability is assessed, state the result of the assessment</i></p> <p><i>If assessment indicates there is a financial viability risk, state whether the submission will be excluded on this basis and/or the impact of the risk on the EC's assessment of value for money.]</i></p>		

Draft Goods/Services Agreement

Compliance with Goods/Services Agreement	Comments	Rating/Score
[If Respondents indicate that they cannot comply with aspects of the Goods/Services Agreement included in the RFO, include an analysis of that non-compliance here. If the Respondent is fully compliant, include the words 'not applicable' in the Comments column]		

Attachment B – Recommendation to Delegate

Background

The Department approached the market in the form of a Request for Offer (RFO) for [provide description]

1. The Department approached the following [firms/persons] with the RFO:
 - [insert details]; and
 - [insert details]
2. The aim of the RFO was to [insert details, eg, engage a consultant or supplier on a panel arrangement etc].
3. The RFO closed at [insert details]. [insert details] submissions were received from [insert details].

Background

4. Submissions were scored for the Technical Criteria as follows (listing in order of ranking):

Ranking	Tenderer	Score
1	[insert details]	[insert details]

5. The Tender Evaluation Committee (‘TEC’) then considered the pricing offered in each Offer and the risks inherent in each Offer and concluded that these factors [did / did not] have the effect of altering the ranking of the tenders according to the scores for the Technical Evaluation Criteria.
6. On the basis of the assessment of the Offer to the Request for Offer for [insert details], we concluded that the following [firm(s)/person(s)] represent the best value for money and should be offered the opportunity to provide the [insert details] Services to the Department:
 - [insert details]
7. The Evaluation Worksheets have been attached to this document.

Recommendations

8. It is recommended that you:
 - a. consider and accept the report of the Offer Evaluation Committee (Attachment A);
 - b. agree that [insert supplier(s) name] be invited to provide:
 - [insert scope of services];
 - [insert scope of services].

[insert details of Chairperson of Offer Evaluation Committee]
[insert date]

Recommendations in paragraph 2 above:
a. Accepted/not accepted
b. Agreed/not Agreed

[insert details of delegate, including position]

[insert date]20XX

Signature of Evaluation Committee Members

Name:..... **Signature:**.....

Date:.....

Name:..... **Signature:**.....

Date:.....

Name:..... **Signature:**.....

Date:.....

COMMERCIAL-IN-CONFIDENCE



Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**



Establishing and Managing Panels *A Panel Manager's Guide*

Procurement Advice
and Reporting Team

Financial Services



Establishing and Managing Panels

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Establishing and Managing Panels

Guidance

This guidance document aims to provide panel managers with information on how to establish and manage a panel (standing offer) arrangement. A panel arrangement involves quite a complex procurement process, so it is essential that managers are familiar with the specific requirements that are unique to a panel. The panel guidance covered in this document encompasses the whole process including planning, creation, use/operation, management, and conclusion.

Introduction

Establishing a panel can be a good initiative if specific goods and services are procured frequently. The initial establishment of a panel may require more effort than is ordinarily needed for normal procurements, however once created, it provides for a very streamlined and efficient method of procurement of goods and services that are purchased on a regular basis.

In many ways the process to establish a panel is similar to other procurements that are open approaches to market such as obtaining approval, approaching the market, evaluating submissions and entering into agreements with successful tenderers. However, as a panel involves the set up of a list of suppliers for a long period, commonly with high levels of expenditure, there are some considerations that a panel manager has to make that are slightly different from normal procurements. The most important factor in establishing a panel is to draft a good and thorough request document. The process must be fair to all participants and produce a value for money outcome.

The panel manager plays a critical role in the operation and administration of the panel arrangement. It is the manager's responsibility to develop internal operational guidance on the day to day functionality of the panel and ensure that these rules are adhered to. Other considerations during the term of the panel must also be made, this may include other agencies approaching the Department requesting access to panels, or making a decision on the course of action to be taken when the panel expires. This guidance will assist managers whilst making these decisions in accordance with relevant policy.

Planning

Before establishing a panel, managers should go through a formal planning process as a panel is quite a complex procurement and tends to result in high value purchases. The first consideration should be whether a panel arrangement is the best approach to procure the desired goods and services. A panel is one way to procure property or services that are regularly needed by the agency. The decision to establish a panel should be made having regard to whether:



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- the demand for the property or services within the agency is sufficient to warrant establishing a panel;
- a panel will deliver the best value for money. For example, in some cases another approach such as contracting with a single supplier may provide better value for money;
- the cost of establishing and managing a panel is outweighed by the benefits of the arrangement (such as streamlined procurement processes, reduced pricing, consistency of services across a range of locations); and
- there are a sufficient number of potential suppliers to make establishing a panel worthwhile.

As a panel is a complex and high value procurement, a formal plan is recommended to be completed by panel managers. Please refer to the Panel Procurement Plan template available on the Procurement intranet page.

1. Establishing a Panel

As mentioned previously, the creation of a panel is similar to other open approaches to the market. Processes such as obtaining approval, approaching the market, evaluating submissions and entering into agreements, are a crucial element in establishing a panel.

Please refer to table 1.1 below for a step-by-step guide on establishing a panel.

1.1 Process for establishing a panel

	Task	Document	Comment	Link
1	The need for goods and services has been identified and the decision to establish a panel has been made.	Panel Procurement Plan	The establishment of a panel requires an open approach to the market, therefore it is highly recommended that panel managers complete a formal plan as the first step and discuss it with management.	Panel Procurement Plan
2	Consider the requirement of the following documents:	Probity Plan	A Probity Plan is mandatory for procurements valued at \$500,000 or more. Please contact the Probity Advisor for more information on Probity Plans	Probity Plan
		Risk Assessment	A formal Risk Assessment is highly recommended for all high value and/or high risk panel arrangements. Advice on complex risk assessments can be obtained from governance	Risk Assessment



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	Task	Document	Comment	Link
4	Register the panel in the myWorkplace Procurement Solution under Standing Offers/Panels and complete the Approval Form.	Approval form	Raise a Panel registration in myWorkplace and fill in initial details, the panel procurement plan should assist this activity. Approvals must be completed online in myWorkplace; this outlines the spending proposal and must be completed before the approach to market.	Contact PART for assistance x7144
5	Draft the Request for Tender (RFT) documents. These documents will be published on AusTender - further explained in point 11	Statement of Requirement - Part A	<ul style="list-style-type: none">• This document will contain a description of the goods and/or services to be procured, including the specifications etc. The Technical Requirements are specified in this part, along with any requirements as to Key Performance Indicators ('KPIs'), Insurance, Conditions for Participation, Minimum Content and Format Requirements and so on.• Guidance on how to complete Part A can be found here.• This is a crucial part of creating the panel as it sets out the rules that will be followed for the duration of the panel.• In Part A you will also need to specify the RFT closing time and date. This must not be on weekends, public holidays, or after 12:00pm on Fridays.	Request for Tender - Part A Contact Legal Services for assistance with the considerations needed whilst drafting request documentation
6		Terms and Conditions - Part B	This document is set for all procurement exercises and has been drafted by Legal Services and the Procurement Advice and Reporting Team to ensure that the Department complies with the Commonwealth Procurement Rules. As a general rule, this document will not be amended for individual procurements.	Request for Tender - Part B
7		Tenderer's Response - Part C	This document is designed to assist line areas analysis of Tender Responses by requiring Tenderers to address the Evaluation Criteria individually.	Request for Tender - Part C
8		Draft Deed of Standing Offer	This document has been drafted by Legal Services and sets out the contractual terms that will be used.	Home - Legal Services



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	Task	Document	Comment	Link
9	Seek Legal Advice		Legal review and clearance must be sought on all procurement documentation and deeds of standing offer/contracts: <ul style="list-style-type: none">- where the procurement of goods and services is valued at \$100,000 or more and the procurement is to be conducted via an Open Tender process; or- where there is substantial legal risk requiring advice; or- where changes to the standard contract template provisions are proposed.	Please contact Legal Services for more information.
10	Draft the Tender Evaluation Plan	RFT Evaluation Plan	<ul style="list-style-type: none">• A tender evaluation committee should be formed prior to an approach, as the committee should be in agreement on the substance of the request document and the content of the tender evaluation plan.• An evaluation committee should comprise of at least three persons for an open tender process.	RFT Evaluation Plan
11	Tenders are invited to bid for the procurement	AusTender Advertising Request + RFT documents	<ul style="list-style-type: none">• Once the RFT documents are finalised they are emailed to PART along with the AusTender Advertising request. PART has a four day turnaround time on review of these documents prior to publishing.• The RFT documents are published on AusTender (www.tenders.gov.au) for potential tenderers to prepare submissions.• The RFT documents are published for a minimum of 25 days. This term can only be reduced in limited circumstances.• The RFT closing time and date must not be on weekends, public holidays, or after 12:00pm on Friday.	AusTender Advertising Request Form



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	Task	Document	Comment	Link
12	Respond to Questions received from tenderers	RFT Addendum Template	<ul style="list-style-type: none">• Questions from tenderers are generally limited to a specific timeframe. Questions are usually received via fax or email.• Questions and the prepared answers are to be entered into the RFT addendum template which will be published on AusTender to ensure all tenderers have the same information.• Legal advice may need to be sought on any addenda issued.	RFT Addendum Template
13	Suppliers Respond		<ul style="list-style-type: none">• Tenderers must upload their response to AusTender before the closing time.• Upon the RFT closing, PART will open the electronic tender box and download all submissions onto a CD.	Contact PART for assistance x7144
14	Evaluation and selection		<ul style="list-style-type: none">• Submissions are evaluated by the tender evaluation committee according to the tender evaluation plan. The number of panel members should be determined following evaluation and assessment of tenders.• In some cases the assessment of submissions for a panel may include consideration of coverage of the property and services in specified locations and/or the range of services required. The evaluation committee may be required to consider various options to determine the best value for money outcome for the panel.• It is acceptable for a panel procurement process to result in a single supplier if that supplier is the only one to have met all the requirements and offers a value for money outcome.	
15	Evaluation Report	Tender Evaluation Report	The evaluation of submissions is documented in the tender evaluation report. The tender evaluation committee prepare the tender evaluation report for delegate approval.	Tender Evaluation Report



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	Task	Document	Comment	Link
16	Notification and debriefing	Supplier Letter (successful- unsuccessful) template	When suppliers meet the requirements, the successful tenderers will be advised in writing of the outcome. Unsuccessful tenderers are also advised.	Letter Templates
17	Standing Offer Negotiation		Legal advice must be sought where changes to the standard deed of standing offer template provisions are proposed.	Please contact Legal Services for more information.
18	Standing Offer established and managed		<ul style="list-style-type: none">• It is highly recommended to have the same start and end dates for all suppliers as this will streamline the process, enable ease of reporting and also when extension options are taken. While the same start date may be optimal, it is often difficult to have all of the supplier's standing offers executed on the same day especially for large or complex panels. However as stated, having the same end dates is advantageous.• The supplier should be provided with two original deeds for their signature. When both copies have been returned to the Department, the Commonwealth will sign and provide one original to the supplier. The second original is kept on file by the Panel Manager. The Commonwealth should not sign the deeds before the supplier.• Whilst completing formal agreements between suppliers, it may be found that some suppliers are in the form of a trust. If a supplier is a trust, a different form of deed is required with additional clauses. Please look out for trusts when establishing panels and contact Legal Services for an appropriate agreement.	Legal Services
19	Register the agreement		Once signed the agreement must be registered in SAP Standing Offers/Panels.	Contact PART for assistance x7144
20	Records Management		Store all records and documents as per Commonwealth Guidelines.	Please contact Records Management for more information.



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1.2 Request Documentation considerations for a panel

The request documentation for establishing a panel should address a number of specific issues relevant to panel arrangements, these include:

- Notification must be given to potential suppliers that the procurement process will result in the establishment of a panel. It should also explain how the panel will operate.
- Explains the nature and scope of the property or services that the agency expects to acquire under the panel. This should be specific enough to alert suppliers to exactly what the Department requires. Also, this should include details of goods or services that are explicitly excluded and whether submissions will be taken for all or part of the specified goods or services.
- Clearly state whether the panel is to be exclusive or non-exclusive. That is, whether or not the Department will also purchase the goods or services outside the panel.
- If appropriate, make it clear that there is no guarantee of work.
- Clearly specify the duration of the panel and any options for extension.
- It is good practice to indicate the approximate number of panel members sought for the panel. Do not state the exact amount rather a range such as 10-15.
- Whether there will be cooperative procurement or multi-agency access with other agencies. This includes when agencies approach the market together or if it is proposed that other agencies can access the panel. The request documentation should state how the panel arrangement will operate in these circumstances.
- Outline how panel users will select suppliers from the panel. When a competitive process will be employed under a panel arrangement, this must be outlined in the approach to market.
- As submissions usually include a price of the goods and services on a per hour or unit cost basis, to ensure that the pricing of submissions can be assessed fairly, it is good practice to include a pricing schedule or outline of the pricing format required from tenderers in the request documentation.
- A good understanding of the market and well-defined requirements should minimise the likelihood of an inadequate market response. An RFT clause concerning potential lack of adequate submissions should be included so that the goods or services can be procured separately.

2. Utilising a Panel

The process of procuring goods and services from an existing panel arrangement is not subject to Division 2 of the CPR's, as the initial creation of the panel incorporates a value for money consideration. However, it is still subject to the core Commonwealth Procurement principle of value for money, so this must be considered whilst selecting suppliers to approach when procuring from a panel.

It is recommended that panel managers have internal guidance in place on how the panel is to operate and how selection of suppliers will occur. This will assist users of the panel to make



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informed choices whilst purchasing off the panel. More information in internal guidelines can be found in the section on Managing Panels. Purchases off a panel result in the creation of a work order, which is a contract made under the deed of standing offer for a particular supplier. Work orders for a particular panel can be obtained from the panel manager or line area responsible. A list of the Department's panel arrangements can be found on the Procurement page on ENTR.

3. Managing Panels

3.1 Duties of the Panel Manager

It is recommended the panel manager develop internal operational guidelines on the use of the panel. In deciding these policies panel managers must have the consideration of value for money.

For simple or lower value purchases off a panel, it may be appropriate to approach one supplier for a quote and subsequently create a work order, as the supplier has undergone a value for money consideration in the initial panel creation and it is known through a good knowledge of the market that this supplier is effective and efficient at this type of work. For more complex or high value purchases, it may be appropriate for the panel manager to put in thresholds in the internal guidelines for a more competitive process to occur, for example seeking three quotes.

The panel manager must ensure that the depth of the information contained in the guidelines is consistent with the size and complexity of the panel. Generally the information to be contained in the operational guidelines that is made available on ENTR includes:

- whether the panel is exclusive or non-exclusive
- the panel's scope, so what can and can't be purchased off the panel
- details outlining the selection of suppliers
- the location of work orders and how they are to be used and executed
- that purchases off a panel are to always achieve value for money

The panel manager should liaise with members of the panel and panel users through clear, consistent, and regular communication. This ensures that the panel operates smoothly, a good relationship is formed with suppliers, and that value for money is achieved. The panel manager must also ensure that users adhere to the elements of the panel such as scope, pricing, and manner of purchase.

3.2 Exercising extension options

It is common for deeds of standing offer to include provisions relating to the option to extend the agreement. A panel can only be extended if there is an option in the deed of standing offer that allows an extension that remains to be exercised. If this is the case, and the panel arrangement is approaching the end date, consideration must be given whether to extend the panel. The main principle when conducting this consideration is whether this option will provide a value for money outcome.



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The Department can decide to exercise an extension option for only some of the members of the original panel arrangement. Factors such as timeliness, quality of service and/or quantity of services would contribute to value for money assessment whilst deciding whether to extend only some of the members.

3.3 Duties of the Panel Manager

If a panel exists that is accessed by a group of agencies, it should be agreed upon an agency (lead agency) to manage the panel arrangement that knows and understands the panel procedures. The lead agency should clearly define its roles and responsibilities to all other agencies and to all suppliers, this would include:

- payment arrangements
- dealing with agency feedback
- renewal of arrangement at end of initial or extended term
- panel review

The lead agency is the only agency which should report the panel itself on AusTender, including a list of participating agencies. All other agencies that access the panel only report the resulting work orders on AusTender

3.4 Consider requests from another agency to use a panel

An agency may approach the Department and request access to purchase off an existing panel. Before agreeing to such a request, the Department should be satisfied that:

- the request documentation and deed of standing offer allow for additional agencies to access the panel;
- the additional use does not change the nature or scope of the panel; and
- use by another agency will not have an undue impact on the workload of the panel manager.

If the Department agrees to allow another agency to use one of its panel arrangements, administrative arrangements need to be agreed upon. These may include how the added agency will access the panel, payment and reporting requirements, and how feedback is managed. The reporting arrangements on AusTender for this arrangement follow the same principle as that of a panel used by a group of agencies.

If the Department agrees to access from another agency, then documented confirmation needs to be developed.

3.5 Managing changes to panel membership & supplier details

In the timeframe of a panel arrangement, it may be found that there are suppliers who are no longer able to provide the goods or services required, or there are an insufficient amount of suppliers on the panel to meet the requirements of the Department. It is inappropriate to add members to a panel once it has already been established, as this an unfair approach for other potential suppliers. If however, the situation results in gaps in services or locations, or an



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insufficient amount of panellist to service requirements, then a new approach to the market may be needed. If this is the case, then the new procurement process must be in line with the CPRs and allow existing panel members to participate. The request documentation can then be amended to meet the requirements of the Department. The request documentation and standing offer terms for the new suppliers can be similar to the initial procurement process. In addition, suppliers under the new arrangement should have the same end date in their deeds of standing offer as the existing deeds of standing offer with current panel members.

Sometimes during the course of a panel arrangement, a supplier may change its ABN. If this occurs then there a few steps that must be taken. Legal Services must be approached to draft a deed of novation to reflect the change in ABN. A vendor creation form must be completed and sent to the Financial Operations Team. Once this is completed, the panel registration in the SAP Procurement Solution must be updated and approved by an appropriate delegate. A copy of the deed of novation must be emailed to the Procurement Advice and Reporting Team (PART) so that the AusTender record can also be updated.

A particular supplier on a panel may not be used for some time or sometimes for the duration of the panel. SAP automatically deletes/blocks vendors that have not been used for a specified period. If a panel user attempts to use a panel supplier on SAP they may find that they cannot due to this reason. In this case the panel user must contact the Financial Operations team to have the vendor unblocked. The panel manager will then also need to be contacted so that they may update the panel registration in SAP. For assistance, please contact PART x7144.

3.6 Documentation

It is important for staff involved in the administration and management of panels to keep adequate documentation of the important decisions that have been made in the procurement process. As a minimum, documentation for a panel procurement process should include:

- the rationale for establishing a panel;
- the request documentation, deeds of standing offer;
- the process for evaluating suppliers;
- the evaluation report;
- decisions regarding the exercise of extension options;
- a record of the usage of the panel; and
- records concerning transition at the conclusion of the arrangement.

3.7 Feedback and evaluation

Once the term of a panel has concluded and all options have been extended, it is important for the panel manager to evaluate the performance of the panel and determine whether there is need for a new panel to be established. Such evaluation activity could consider the volume, nature and relative cost of procurements under the panel arrangement; the spread of panel work between suppliers; the performance of suppliers; and whether the agency was realising the anticipated efficiencies identified when planning the establishment of the panel. The creation of a new panel would require a new procurement process and another approach to the market. The panel manager must make an assessment of how the panel performed including any improvements that could be made in the future and determine the



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appropriateness and need for the particular panel in the future. For reference to the specific considerations needed at this stage, please see section 2. Planning. A new panel procurement plan should also be developed to assist with this decision.

4. Frequently Asked Questions

4.1 Why do I have to seek approvals when there is no commitment to spend relevant money under a panel arrangement?

While it is true that there may not be an obligation to purchase any goods and services under a deed of standing offer, there is still a requirement to seek approval to enter into an arrangement relating to the affairs of the entity. An arrangement is defined in the section 23 of the PGPA Act to include a contract, agreement, deed or understanding.

4.2 What do I do if I can't assign a total value over the life of the panel?

Where a line area is unable to ascertain the total value of the panel arrangement, approval may be provided for the scope and purpose of the standing offer arrangement (e.g. the supplier and cost per unit). In particular, the approver should consider the specific terms of the Deed of Standing Offers under the panel arrangement and ensure that the proposed arrangement would be a proper use of Commonwealth resources if purchases are made under the deed.

4.3 Who signs the Deed of Standing Offer?

An officer with a financial delegation which is equal to or greater than the estimated value of the deed of standing offer. For information on financial delegations please see the Governance site on ENTR or contact the Governance team. If you are not sure what the total value will be over the life of the deed it is recommended that you have a branch manager sign the arrangement.

5. Additional Material

The Department's procurement page on ENTR has a wide range of guidance and material. – [ENTR procurement](#)

6. More Information

For more information on panels or other procurement matters, please contact the Procurement Advice and Reporting Team:

Help Desk

Email: Help.Procurement@infrastructure.gov.au

Phone: 02 6274 7144

Emergency

ENTR Business Services Finance and Procurement Procurement
Indigenous Procurement



Indigenous Procurement

Indigenous Procurement Policy

Overview

The Indigenous Procurement Policy (IPP) commenced 1 July 2015 and applies to all non-corporate Commonwealth Entities subject to the Commonwealth Procurement Rules (CPRs).

The primary purpose of the policy is to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.

The policy has three key components:

1. A target for purchasing from Indigenous enterprises
The Commonwealth will award three percent of its domestic contracts to Indigenous enterprises each year, from 2019-20. In addition, interim targets apply.
2. A mandatory set-aside to direct some Commonwealth contracts to Indigenous enterprises.
The mandatory set-aside gives Indigenous Small and Medium Enterprises (SMEs) the chance to demonstrate value for money first, before the procuring officer makes a general approach to the market.
The mandatory set-aside applies to:
 - a. all Remote Procurements; and
 - b. all other new domestic procurements where the estimated value of the procurement is from \$80,000 to \$200,000 (GST inclusive), other than:
 - c. procurements to which paragraph 2.6 or 10.3 of the Commonwealth Procurement Rules apply; and
 - d. procurements where the purchase is made through a mandatory whole of government procurement arrangement or through a departmental panel arrangement that is specified as an exclusive purchasing arrangement; and
 - e. procurements where the purchase is made using an exemption to Appendix A of the Commonwealth Procurement Rules other than exemption 17.
3. Minimum Indigenous participation requirements for certain Commonwealth contracts (contracts valued at \$7.5 million (GST inclusive) or more in specified industry sectors, for more information refer to the IPP).

What is an Indigenous Enterprise?

For the purposes of the policy, an Indigenous enterprise is a business that is 50 per cent or more owned by Indigenous Australians.

Supply Nation maintains a list of Indigenous enterprises that meet this definition that can be accessed at the [Supply Nation website](#).

If an enterprise states that it is an Indigenous enterprise and it is not listed with Supply Nation, the procuring officer must take steps to assure themselves that the enterprise is 50 per cent or more Indigenous owned. If the procuring officer is seeking to rely on Exemption 16 to direct source from the Indigenous enterprise, she or he must also ensure that the enterprise meets the definition of an SME, as set out in the Commonwealth Procurement Rules.

What is a Remote Procurement?

A Remote Procurement means a procurement exercise for a remote contract. A remote contract means a contract where the majority (by value) of the goods or services will be delivered in a Remote Area, to determine a remote area, refer to IPP Maps on the [IPP webpage](#).

Reporting Requirements for Procuring Officers

Mandatory Set-aside

For each procurement that the mandatory set-aside applies to, the procuring officer must record:

1. Whether the mandatory set-aside process was applied, and if not, the reason why not;
2. If the mandatory set-aside process was applied, whether the resulting contract was awarded to an Indigenous SME.

Other Reporting

Please advise the Grants and Procurement Team (GAP) of any contracts with Indigenous enterprises that are:

- Subcontracts
- Contracts valued at less than \$10,000 (including credit card purchases)
- Contracts with Indigenous enterprises that are not registered with Supply Nation

GAP will complete all other IPP reporting as required.

Further Information and Queries

- [Indigenous Procurement Policy](#)
- [Supply Nation](#)
- [Commonwealth Procurement Rules](#)
- Procurement Helpdesk: email help.procurement@infrastructure.gov.au or phone (02) 6274 7144.
- [Indigenous Procurement Policy Information Session](#)

Indigenous Enterprises List

See below Indigenous Enterprises that have provided the Department with a great service and are very professional to work with:

- Duncan Smith & Wiradjuri Echoes
- Larry Brandy
- KC Consultancy

- Spirit Dreaming
- Ribanas Catering
- Curijo Pty Ltd



Please let the Grants and Procurement (GAP) Team know of any additional suppliers that should be added to this list.

Indigenous Supplier Panels

The below listed panel was established by the Australian Taxation Office via a Request For Information process. Utilising it would be considered a Limited Tender procurement but note that *Exemption 16 [1]* of Appendix A of the CPRs (Exemptions from Division 2) may apply.

- [SON3610710](#) – Contingent Labour Hire Panel (Indigenous Businesses)

[1] Exemption 16: procurement of goods and services from an SME with at least 50 per cent Indigenous ownership.

Related Documents	
Name	
 ATO Contingent Labour Hire Panel (Indigenous Businesses) 190820	
 IPP Factsheet	

Was this information helpful?

Yes

Somewhat

No

Next content review date: 2 May 2017

Maintained by (Section): Portfolio Engage and Divisional Support

Last modified on: 20/08/2020 9:13:18 AM





Indigenous Procurement Policy – (IPP)

What is the Indigenous Procurement Policy?

The policy commenced on 1 July 2015 and applies to all non-corporate Commonwealth entities subject to the Commonwealth Procurement Rules (CPRs). The policy has three parts:

Indigenous Procurement Policy		
Target number of contracts <ul style="list-style-type: none">• 48 contracts to be awarded to Indigenous enterprises by the portfolio in 2016-17 financial year• Indigenous organisations are 50 percent owned by indigenous australians - see Supply Nation	Mandatory set-aside <ul style="list-style-type: none">• Indigenous organisations are to be assessed BEFORE going to another supplier for• Contracts awarded in remote areas and/or;• domestic contracts between 80k and 200k	Mandatory Minimum requirements of certain contracts <ul style="list-style-type: none">• Contracts over 7.5million in nominated sectors must include either• Contract-based requirement:<ul style="list-style-type: none">• achieve at least 4 per cent Indigenous employment and/or supplier use on average over the term of the contract;OR• Organisation-based requirement:<ul style="list-style-type: none">• achieve 3 per cent Indigenous employment and/or supplier use across the organisation on average over the term of the contract.

How do I apply the policy, practically?

When procuring any good or service in the department, consider using an Indigenous Organisation to provide the goods or Service before approaching the market.

Our needs are very specialised, there are not likely to be anyone else that can do the work for us.

Change can be confronting and sometimes it is easier to keep doing what we know. Regular market testing is required for any procurement activity. Compliance with the IPP is part of that market testing process.

Must I select an organisation just because they are an Indigenous Organisation?

The supplier you select must be able to provide the goods and services that enable the department to meet its objectives on behalf of the Government. All arrangements need to be Efficient Effective, Economic and Ethical and achieve value for money.

How do I demonstrate I have applied the IPP?

Before making an approach to the market, it is recommended you include a paragraph in our documentation to the delegate, stating that you have considered the IPP before making an open approach.

Where can I get help or advice?

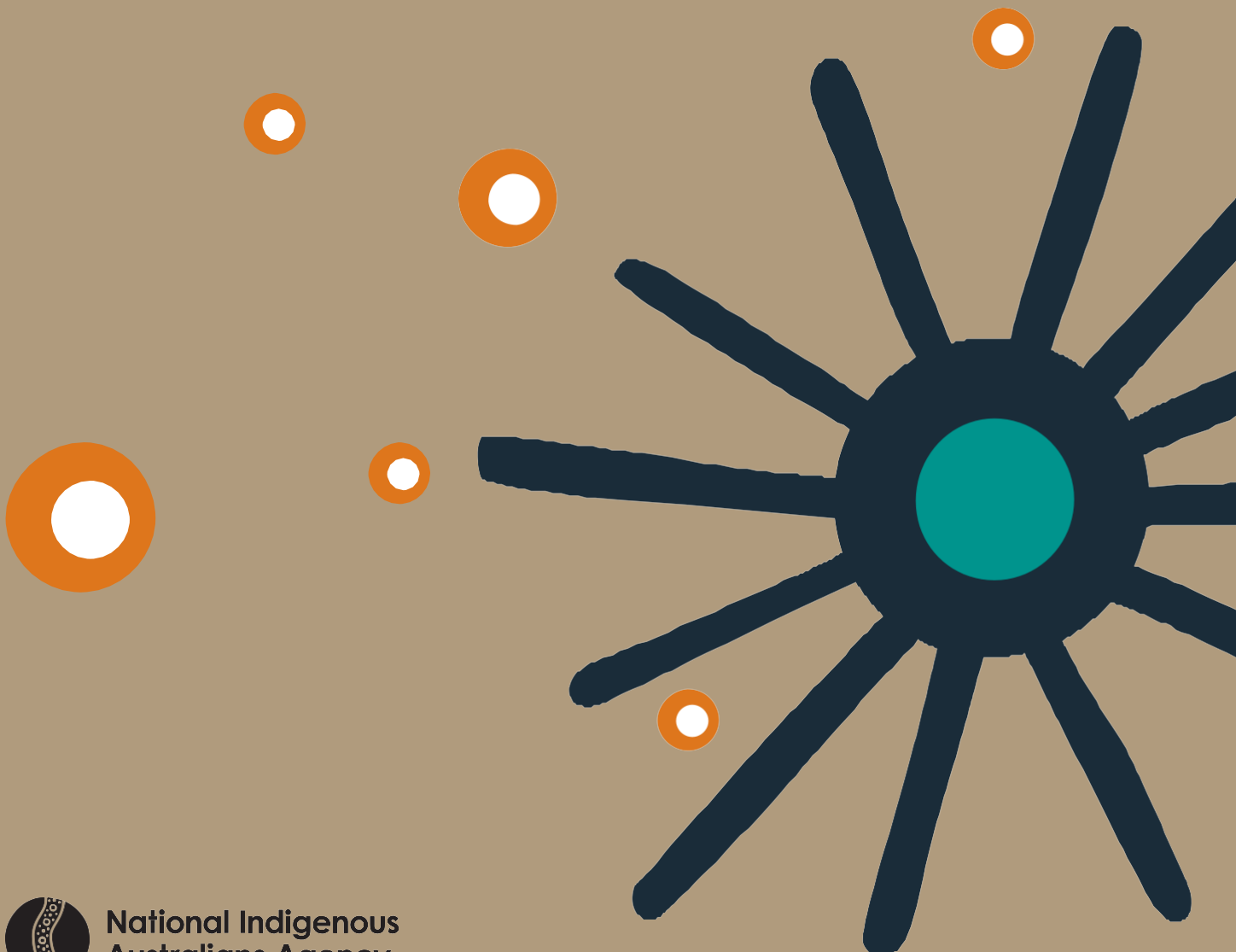
For further information please contact the Grants and Procurement Team on 02 6274 7144 or at help.procurement@infrastructure.gov.au.



Australian Government

Indigenous Procurement Policy

June 2020



**National Indigenous
Australians Agency**

Employment and
Economic Development

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GLOSSARY

The following defined terms are used in this document:

AusTender has the same meaning as in the Commonwealth Procurement Rules.

Approach to market has the same meaning as in the Commonwealth Procurement Rules.

Commonwealth entity has the same meaning as set out in the *Public Governance, Performance and Accountability Act 2013*.

Commonwealth Procurement Rules (CPRs) mean the rules issued by the Minister for Finance under section 105B (1) of the *Public Governance, Performance and Accountability Act 2013*.

Cooperative procurement arrangement means procurement where more than one entity approaches the market together or where an entity accesses another entity's established contract or standing offer (panel) arrangement.

Coordinated procurement arrangement means whole-of-government arrangements for procuring goods and services. Non-corporate Commonwealth entities must use coordinated procurements. A list of mandatory coordinated procurement arrangements is available at the Department of Finance [website](#).

Corporate Commonwealth entity has the same meaning as set out in the *Public Governance, Performance and Accountability Act 2013*.

Eligible procurement means a procurement for which details are published on AusTender and that is not otherwise excluded from the calculation of future Portfolio volume or value based targets as outlined in this document.

Exemption 16 of the Commonwealth Procurement Rules (CPR) means a procurement of goods and services from an SME with at least 50 per cent Indigenous Ownership.

Extraordinary Expenditure means unexpected, large scale (commitment) resulting from an unexpected or atypical event. This could include whole-of-agency software upgrades, office relocations and other one-off purchases that resulted in atypical annual commitments.

High Value Contracts means contracts delivered in Australia valued at \$7.5 million (GST inclusive) or more in specified sectors, and subject to Mandatory Minimum Requirements (MMR), as defined below.

Indigenous enterprise means an organisation, operating a business, that is 50 per cent or more Indigenous owned. It may take the form of a company, incorporated association or trust. A social enterprise or registered charity may also be an Indigenous enterprise if it is operating a business.

Incorporated Indigenous joint venture means a legally incorporated entity that it is at least 50 per cent Indigenous owned and can demonstrate equal Indigenous representation and involvement in the management of the joint venture.

Indigenous Procurement Policy Reporting Solution (IPPRS) means the online reporting system used to record and track data on IPP contracts. The system is managed by the NIAA.



Indigenous procurement mailbox is the email indigenousprocurement@niaa.gov.au managed by the NIAA for the purpose of providing advice on the Indigenous Procurement Policy.

Indigenous small or medium enterprise (Indigenous SME) means an Indigenous enterprise that meets the definition of SME in the Commonwealth Procurement Rules.

MMR means mandatory minimum requirements for Indigenous participation, as defined in section four.

MSA means mandatory set aside, as defined in section three.

NIAA means the National Indigenous Australians Agency, the Commonwealth agency with responsibility for administering the Indigenous Procurement Policy.

Non-corporate Commonwealth entity has the same meaning as set out in the *Public Governance, Performance and Accountability Act 2013*.

ORIC means the Office of the Registrar of Indigenous Corporations.

Panel arrangement means a selected number of suppliers appointed through a contract or deed of standing offer that a Commonwealth entity can approach to procure regularly required goods or services. Panel arrangements are either *coordinated* or *cooperative procurements* (see definitions above).

Portfolio means the portfolios identified in the [Australian Government Organisations Register](#).

Procuring official means a Commonwealth official that has responsibility for purchasing a good or service on behalf of a Commonwealth entity.

Remote area means the areas identified in the Remote Indigenous Procurement Policy (RIPP) map on the NIAA website, as updated from time to time.

Remote contract means a contract where the majority (by value) of the goods or services will be delivered in a remote area.

Remote procurement means a procurement exercise for a remote contract, as per section 3.2 of this Policy.

Restricted market means goods or services that fall within a subset of the UNSPSC code set as defined in this policy. Refer to Appendix B.

Small and medium-sized enterprise (SME) has the same meaning as in the Commonwealth Procurement Rules.

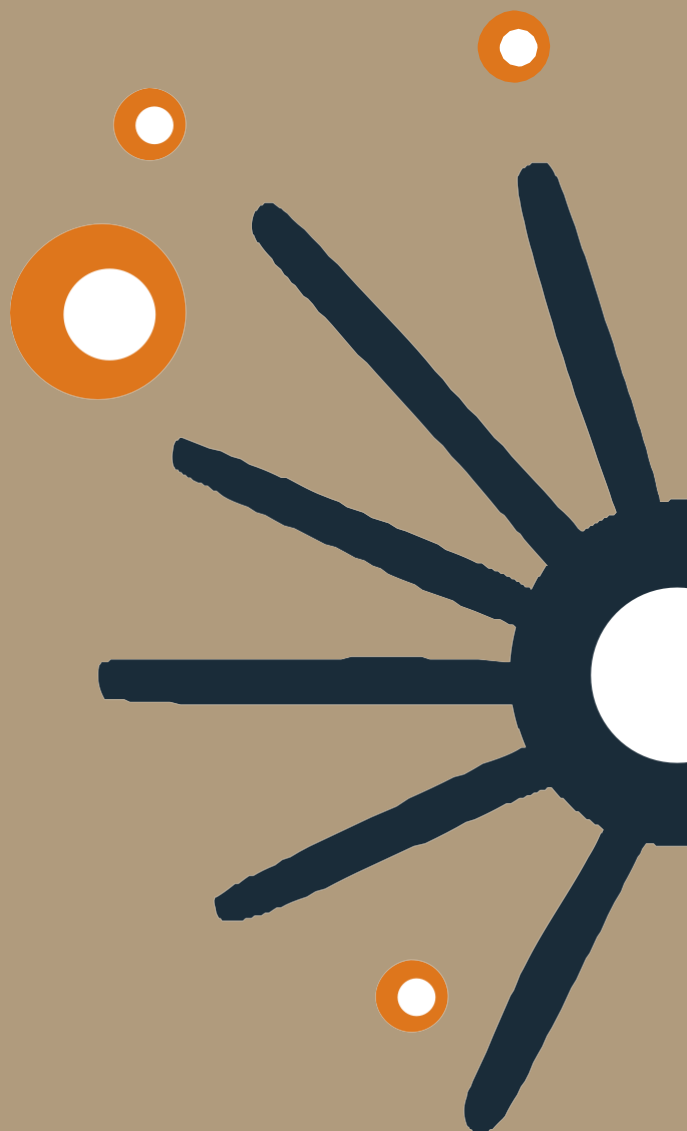
Supply Nation is the trading name of the Australian Indigenous Minority Supplier Officer Limited (ABN 50 134 720 362), which is an organisation dedicated to growing diversity in supply chains.

United Nations Standard Products and Services Code (UNSPSC) is an open, global, multi-sector standard for the classification of products and services. Use of UNSPSC enables analysis of Australian Government procurement activity from approach to outcome by sector and across government.





1



INTRODUCTION

1.1. INTRODUCTION

This document outlines the key components of, and the principles underpinning, the Australian Government's Indigenous Procurement Policy (IPP).

The policy is administered by the *National Indigenous Australians Agency (NIAA)*. The NIAA can be contacted at IndigenousProcurement@niaa.gov.au.

This document supersedes the original policy document (dated 1 July 2015) and reflects announced changes to the policy.

Detailed guidance to assist relevant *Commonwealth entities* and other stakeholders implement the policy is also available on the NIAA website.

Terms appearing in *italics* are defined in the Glossary.

1.2. POLICY OBJECTIVE

The primary purpose of the IPP is to stimulate Indigenous entrepreneurship, business and economic development, providing Indigenous Australians with more opportunities to participate in the economy.

Prior to the implementation of the policy, *Indigenous enterprises* secured limited business from Commonwealth procurement. The policy is intended to significantly increase the rate of purchasing from *Indigenous enterprises*.

1.3. POLICY ELEMENTS

The policy aims to increase the Commonwealth's Indigenous procurement in three ways:

1. Annual targets for the volume and value of contracts to be awarded to *Indigenous enterprises* by the Commonwealth and each *Portfolio*.
2. A *Mandatory Set Aside (MSA)* to provide *Indigenous enterprises* the opportunity to demonstrate value for money before a general *approach to market*. The *MSA* applies to all procurements to be delivered in remote Australia and for all other *procurements* wholly delivered in Australia with an estimated value from \$80,000 to \$200,000 (GST inclusive).
3. Indigenous participation targets to be mandated in *high value contracts* wholly delivered in Australia valued at \$7.5 million or more in specified industry categories, known as the '*mandatory minimum requirements*' (*MMR*). This includes a mandate that tender evaluations for procurement subject to the *MMR* must consider a tenderer's past performance against *MMR* targets contained in relevant Commonwealth contracts.



1.4. KEY PERFORMANCE INDICATORS

The success of the IPP is assessed using two key performance indicators:

1. The extent to which there is an increase in the number of *Indigenous enterprises* contracted to the Commonwealth; and
2. The extent to which there is an increase in the volume and value of contracts awarded to *Indigenous enterprises*.

1.5. PROCUREMENT CONTEXT

The Department of Finance is responsible for the *Commonwealth Procurement Rules (CPRs)*, which are the keystone of the Government's procurement policy framework, reflecting officials' responsibilities for the management of public monies under the *Public Governance, Performance and Accountability Act 2013*.

The IPP is a Procurement-Connected Policy (PCP). A PCP seeks to support government policy objectives through the Commonwealth's use of procurement activities.¹

Under the devolved procurement framework, individual relevant Commonwealth entities are responsible for ensuring their own compliance with a PCP. The NIAA is responsible for monitoring and reporting entities' performances against the requirements of the policy. The NIAA is also responsible for administering, reviewing and providing information on the IPP.

The CPRs include an Appendix A exemption (exemption 16) that enables relevant *Commonwealth entities* to procure goods and services directly from *small and medium enterprises (SME)* with at least 50 per cent Indigenous ownership without having to apply the additional rules in Division 2 of the *CPRs*.

All procurements must be undertaken in accordance with Division 1 of the *CPRs*. Division 1 includes the requirement to demonstrate value for money and the requirement for non-corporate government entities to use coordinated procurement arrangements where they exist.

1.6. APPLICATION OF THE POLICY

Non-corporate Commonwealth entities **must** comply with the IPP. Prescribed *Corporate Commonwealth entities* listed in section 30 of the *Public Governance, Performance and Accountability Rule 2014* and *Corporate Commonwealth entities* are encouraged to use best endeavours to apply the IPP.

The IPP does not apply to Commonwealth grants.

¹ Procurement by non-corporate Commonwealth entities must not be inconsistent with the policies of the Commonwealth in accordance with sections 15 and 21 of the *Public Governance, Performance and Accountability Act 2013*. The Department of Finance maintains a list of [Procurement Connected Policies](#).



1.7. ACCOUNTABILITY AND TRANSPARENCY

The Australian Government publicly holds itself to account for performance under the IPP. Performance against the three components of the IPP is published on the [Indigenous Procurement Policy page](#) on the NIAA website.

1.8. INDIGENOUS ENTERPRISES

To meet the definition of an *Indigenous enterprise*, the enterprise must be at least 50 per cent Indigenous owned.

The NIAA contracts [Supply Nation](#) to maintain a free registry of *Indigenous enterprises* known as '[Indigenous Business Direct](#)'.

Businesses are also recognised as *Indigenous enterprises* under the IPP if they are on the public register maintained by the [Office of the Registrar for Indigenous Corporations \(ORIC\)](#).

If a business is not listed with *Supply Nation* or *ORIC*, the *procuring official* must document the steps taken to assure themselves the enterprise is 50 per cent or more Indigenous owned. This could include:

- a. Requesting that the owners of the business provide evidence of Indigeneity. This could take the form of:
 - A statutory declaration, declaring that the enterprise is 50 per cent or more Indigenous owned; or
 - Certificates or letters of Indigeneity of the Indigenous owners provided by a recognised Indigenous organisation such as a land council.
- b. Checking whether the enterprise is listed with an Indigenous Chamber of Commerce or another business list and confirming that the business meets the eligibility requirement of the IPP as per steps outlined in this section (above).

The *CPRs* contain a series of exemptions outlining particular circumstances under which procurement processes are exempt from particular aspects of the *CPRs* (Appendix A exemptions). *Exemption 16* relates to the procurement of goods and services from *small and medium-sized enterprise (SME)* with at least 50 per cent Indigenous ownership. If using *Exemption 16*, the *procuring official* must also ensure the enterprise meets the definition of a *SME*, as defined in the *CPRs*.

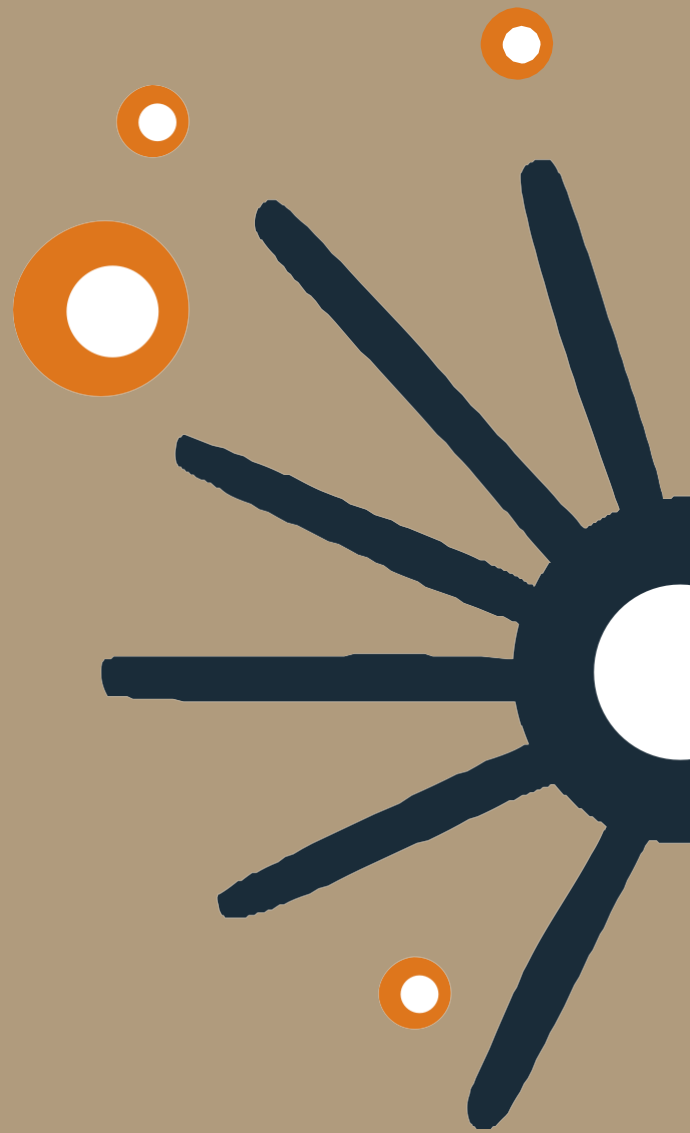
1.9. INCORPORATED INDIGENOUS JOINT VENTURES

For the purpose of the policy, an *incorporated Indigenous joint venture* is a company formed through the incorporation of an *Indigenous enterprise* and a non-*Indigenous enterprise*.

To be recognised under this policy, an *incorporated Indigenous joint venture* must register with *Supply Nation*, be at least 50 per cent Indigenous-owned, and demonstrate at least 50 per cent control of the joint venture. In addition, the joint venture must demonstrate it has strategies in place to increase their Indigenous workforce and the capability of the *Indigenous enterprise* partner.



2



ANNUAL TARGETS FOR
PURCHASING FROM
INDIGENOUS ENTERPRISES

2.1. INTRODUCTION

The Commonwealth has two targets for purchasing from *Indigenous enterprises*:

1. Volume target – the equivalent of three per cent of the number of *eligible procurements* are awarded to *Indigenous enterprises* each financial year.
2. Value target – the equivalent of three per cent of the value of *eligible procurements* are awarded to *Indigenous enterprises* each financial year (from 1 July 2027). From 1 July 2019, a series of progressively increasing value targets apply, up to a maximum value in 2027-28, as per the table below.

FINANCIAL YEAR	TARGET (BY VALUE OF CONTRACTS)
2019-20	1 per cent
2020-21	1.25 per cent
2021-22	1.5 per cent
2022-23	1.75 per cent
2023-24	2 per cent
2024-25	2.25 per cent
2025-26	2.5 per cent
2026-27	2.75 per cent
2027-28	3 per cent

Indigenous procurement volume and value targets are set annually for each *Portfolio*. The targets are calculated by the NIAA in consultation with each *portfolio*, using *AusTender* contract data. Adjustments are made to ensure the volume and total value of contracts reflect the number of *eligible procurement* opportunities.

The targets, expressed in terms of the actual volume of contracts and the actual dollar amount to be awarded by *Portfolios* to *Indigenous enterprises* each financial year are published on the NIAA [website](#).

2.2. PORTFOLIO TARGETS FOR THE VOLUME OF CONTRACTS AWARDED

The *Portfolio volume* based target for the upcoming financial year is calculated based on three per cent of the expected number of *eligible procurements*.

The expected volume of *eligible procurements* is the average of the number of *eligible procurements* over the previous three full financial years.

The number of *eligible procurements* for a particular financial year is the number of contracts published on *AusTender* in the relevant financial year, minus the number of contracts associated with an exclusion.



For the volume-based targets, excluded contracts are those where paragraph 2.6 of the CPRs has been applied.

2.3. PORTFOLIO TARGETS FOR THE TOTAL VALUE OF CONTRACTS AWARDED

The *Portfolio value* based target for the upcoming financial year is calculated based on the relevant target (refer to table at 2.1) as applied to the expected value of eligible *procurements*.

The expected value of *eligible procurements* is the average of the total value of *eligible procurements* over the previous three full financial years.

The value of *eligible procurements* for a particular financial year is the total value of contracts published on *AusTender* in the relevant financial year, minus the value of contracts associated with an exclusion.

The following contracts are excluded from the value-based target:

- a. Procurements exempt from CPRs Division 2 (other than Exemption 16)
- b. Procurements subject to CPRs paragraph 2.6
- c. Procurement through a *coordinated procurement arrangement*
- d. Procurements within a *Restricted Market* (see [Appendix B](#))
- e. Procurements agreed between NIAA and individual *portfolios* as being *extraordinary expenditure* that is unlikely to be repeated.²

2.4. COUNTING PROCUREMENT AGAINST THE TARGETS

To encourage the broadest possible application of the IPP, *Portfolios* may count a range of procurement and purchases with *Indigenous enterprises* against their targets including:

- a. **Direct contracts and purchases** awarded to an *Indigenous enterprise* by an entity within their *Portfolio*.
- b. **Subcontracts** awarded to an *Indigenous enterprise* that directly relate to the goods and services contracted by an entity within the *Portfolio*.
- c. **Multi-year contracts**
 - A multi-year contract awarded to an *Indigenous enterprise* can count towards a *portfolio's volume* based target for each year the *Indigenous enterprise* receives revenue under the contract.

2 Prior to agreeing a value-based target for an upcoming financial year, the NIAA will write to the Chief Finance Officer of each portfolio to confirm whether any extraordinary expenditure occurred in the previous financial year. If a portfolio reports extraordinary expenditure in the previous financial year, the amount will be deducted from the value target for the upcoming financial year.



- The total value of the multi-year contract awarded to an *Indigenous enterprise* will be counted against the *portfolio's* value based target for the year the contract was executed. Any increase in the value of the contract will be counted against the target for the financial year in which the variation occurred.
- d. **Official orders** awarded to an Indigenous enterprise, including subcontracts, that have been entered into under a panel, including coordinated procurement arrangements and cooperative procurement arrangements, can be counted toward volume and value based targets.

Portfolios will need to report procurement and purchases to the NIAA via the *IPP Reporting Solution (IPPRS)* if they are not required to be reported on *AusTender* or reported by a Supplier through the *IPPRS*.

2.5. REPORTING CONTRACTS AGAINST IPP TARGETS

Portfolio agencies are required to report against their IPP targets. This data is stored in the *IPP Reporting Solution (IPPRS)*, which is managed by the NIAA.

The *IPPRS* automatically collates data on contracts awarded to *Indigenous enterprises* that have been published on *AusTender* and attributes these contracts to relevant *Portfolios*. This is achieved by matching *AusTender* data with *Indigenous enterprises* registered with *Supply Nation* or through *ORIC*.

The *IPPRS* also captures and attributes the volume and value of subcontracts to *Indigenous enterprises* awarded under contracts subject to the *MMR* to the relevant *portfolio* targets. *Relevant Commonwealth entities* are required to ensure suppliers' report their performance against the *MMR* quarterly through the *IPPRS*.

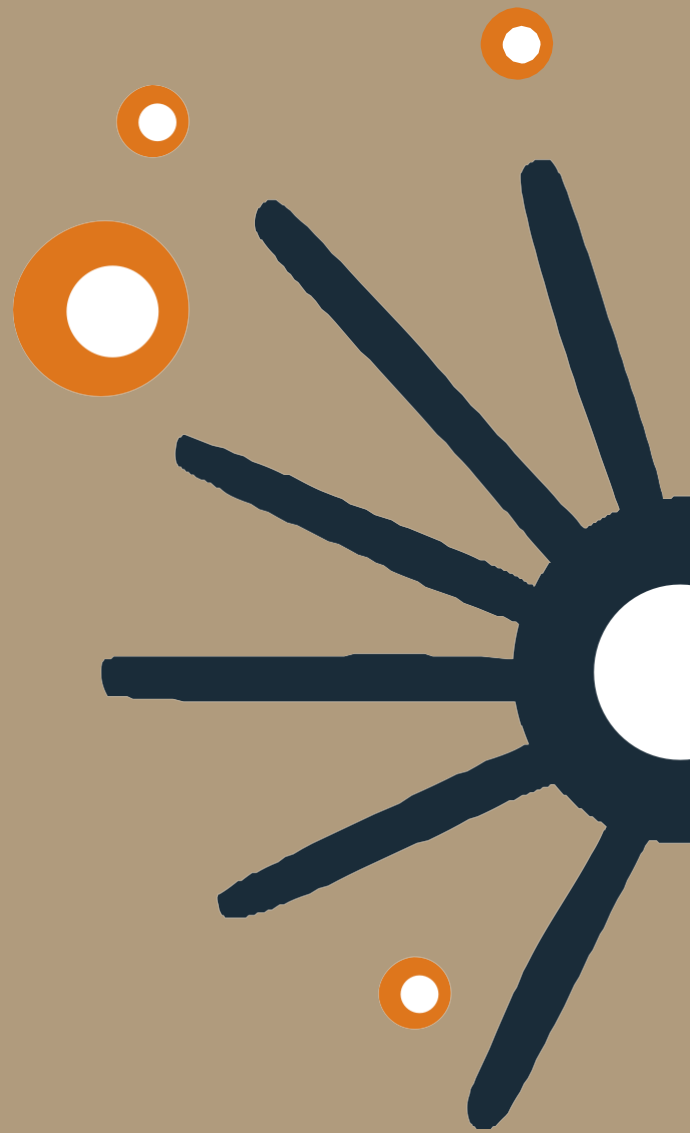
Portfolios are encouraged to report all other eligible contracts (not already published on *AusTender* or associated with *MMRs*) to the NIAA via the *IPPRS* throughout the year. Each year *Portfolios* are notified of the deadline by which reporting is to be entered into *IPPRS*. This will typically be around 42 days from the end of financial year. *Portfolios* can use the reporting function of the *IPPRS* at any time to monitor progress against their target.

Contracts that need to be manually reported include:

- a. Subcontracts with *Indigenous enterprises* not related to a *MMR* or reported by suppliers through the *IPPRS*;
- b. Contracts and purchases valued at less than \$10,000 (including credit card purchases);
- c. For prescribed *Corporate Commonwealth entities*, contracts and purchases valued at less than \$7.5 million for procurement of construction services or \$400,000 for procurements other than construction services.
- d. Contracts with *Indigenous enterprises* not registered with *Supply Nation* or *ORIC*; and
- e. Contracts and purchases awarded by *Corporate Commonwealth entities* (other than prescribed *Corporate Commonwealth entities*).



3



MANDATORY SET-ASIDE
(MSA) OF CERTAIN
COMMONWEALTH
CONTRACTS

3.1. INTRODUCTION

The Mandatory Set-Aside (MSA) arrangements provide *Indigenous SMEs* with the opportunity to demonstrate value for money before the *procuring official* makes a general approach to the market.

The MSA applies to:

- a. all *remote procurements*;³
- b. all other procurement wholly delivered in Australia where the estimated value of the procurement is between \$80,000 and \$200,000⁴ (GST inclusive).

The MSA **does not** apply to:

- a. procurements to which paragraphs 2.6 or 10.3 of the CPRs apply;
- b. procurement made through a mandated coordinated procurement arrangement and
- c. procurement where the purchase is made using an exemption contained in Appendix A of the CPRs (other than exemption 16).

3.2. REMOTE PROCUREMENT

A *remote procurement* is a procurement exercise for a *remote contract*, which is a contract where the majority of the value of the goods and services will be delivered in a *remote area*.

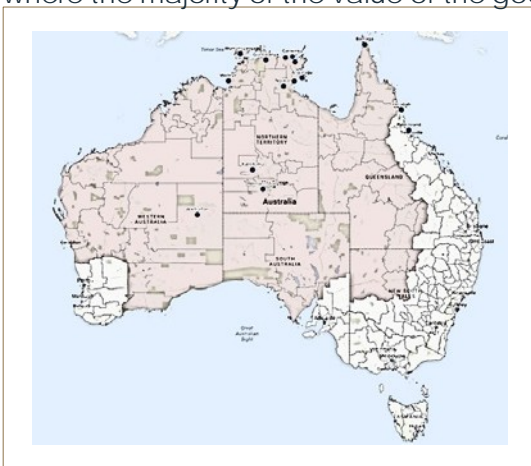


Figure 1 illustrates regions considered as *remote areas* under the IPP, noting this includes Darwin and several regional centres such as Broome and Alice Springs. A [detailed map](#) is available on the NIAA website.

To determine whether a procurement is a *remote procurement*, the *procuring official* will need to identify whether the delivery point(s) for the majority of the goods and services (by value) is in a *remote area*.

Figure 1: Remote areas under the Indigenous Procurement Policy

³ This does not apply to transactions paid for by credit card.

⁴ Rules for estimating the value of a procurement are set out in the Commonwealth Procurement Rules.



3.3. APPLYING THE MSA

In situations where the *MSA* applies, the *procuring official* must first determine whether an *Indigenous SME* could deliver the required good or service on a value for money basis. Only after applying that rule can ordinary procurement processes be applied.

With the exception of *coordinated procurement arrangements* *procuring officials* must apply the *MSA* before undertaking a procurement from an existing standing offer or panel arrangement.

To satisfy the *MSA* requirement:

- a. The *procuring official* must **conduct a search** for suitable *Indigenous SMEs* on *Supply Nation's* directory of *Indigenous enterprises*;
- b. Depending upon the outcome of the search:
 - **If a suitable *Indigenous SME* is identified.**
 - i. The *procuring official* must take steps to determine whether the *Indigenous SME* could deliver the required good or service on a value for money basis, consistent with the *CPRs*.
 - ii. If value for money is determined the entity must purchase the required good or service from the *Indigenous SME*. For procurements valued at or above the relevant procurement threshold, the procurement can be undertaken using Exemption 16 of Appendix A of the *CPR*.
 - iii. If based on the initial search, a number of suitable *Indigenous SMEs* are identified the *procuring official* must assess these in a manner commensurate to the scale, scope and risk of the procurement, and award the contract to the *Indigenous SME* that represents best value for money.
 - iv. If the *Indigenous SME* that represents best value for money declines the contract, the entity should offer the contract to each subsequent *SME* that met value for money requirements.
 - **If no suitable *Indigenous SME* is identified,**
 - i. document the outcomes of that search.
 - ii. follow the entity's ordinary procurement practices to award the contract.



3.4. RECORDING AND REPORTING REQUIREMENTS

Contracts valued between \$80,000 and \$200,000

The NIAA publishes the percentage of MSA eligible contracts as published on AusTender that have been awarded to *Indigenous enterprises*.

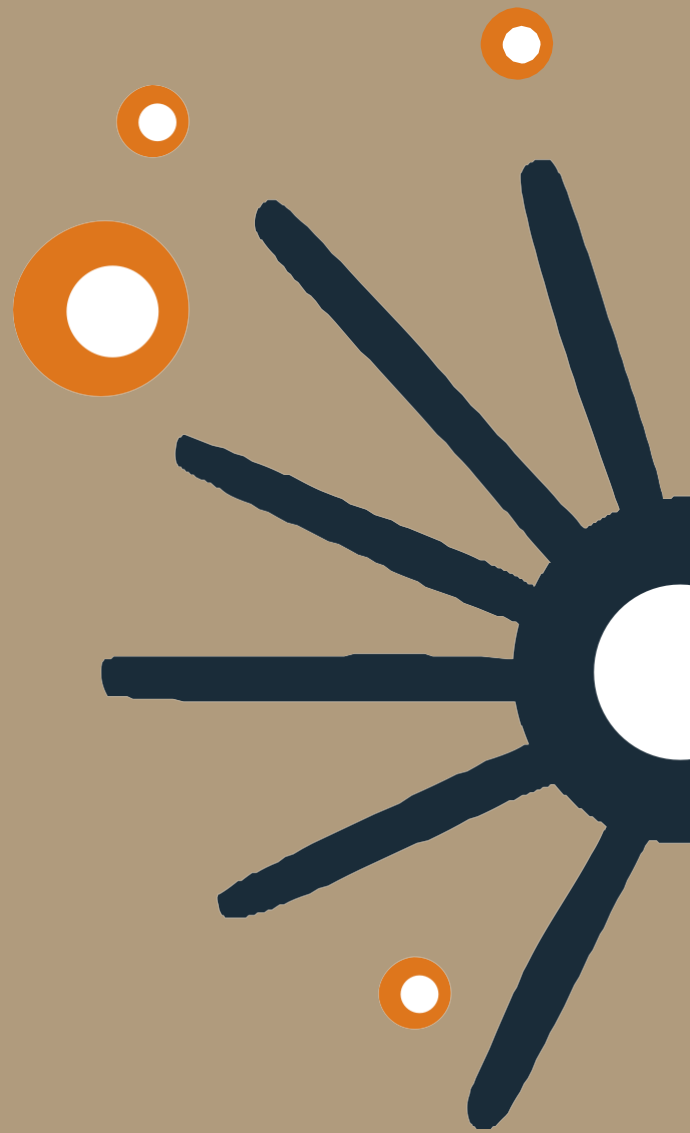
Remote procurements

Every six months, *portfolios* must manually report to the NIAA via the IPPRS:

- a. *remote procurements* conducted by the *Portfolio*; and
- b. *remote contracts* that were awarded to *Indigenous SMEs*.



4



MANDATORY MINIMUM
REQUIREMENTS FOR
CERTAIN CONTRACTS

4.1. INTRODUCTION

For certain Commonwealth contracts (see section 4.2), relevant *Commonwealth entities* are required to include targets for minimum Indigenous employment or supply use. These targets are referred to as the 'mandatory minimum requirements for Indigenous participation' or *MMR*.

The *MMR* requires suppliers to achieve a minimum percentage of Indigenous employment or supplier use (or a combination of both) on average over the term of the contract. The supplier, in consultation with the relevant purchasing *Commonwealth entity*, can elect to apply a target of 4 per cent Indigenous employment or supplier use at the contract level, or a target of 3 per cent at the organisational level (see Table 1 at section 4.6.6).

When tendering for procurements to which *MMR* targets apply tenderers must:

- a. outline how the *MMR* targets will be achieved within an Indigenous Participation Plan;
- b. indicate if they have been subject to *MMR* targets previously; and
- c. declare their organisations current levels of Indigenous employment and supply use.

When evaluating tenders, in which the *MMR* apply, relevant *Commonwealth entities* must:

- a. consider each tenderer's Indigenous Participation Plan;
- b. consider the tenderer's past performance against *MMR* targets; and
- c. document these considerations as part of the tender assessment.

Past performance information is held in the *IPPRS* and can be accessed via the central procurement team within each Government entity or via IPPRS@pmc.gov.au.

4.2. APPLICATION

From **1 July 2016**, relevant *Commonwealth entities* are required to include *MMRs* in the Approach to Market documentation for all procurement:

- a. wholly delivered in Australia; and
- b. valued at \$7.5 million (GST inclusive) or more; and
- c. where more than half of the value of the contract is being spent in one or more of eight specified industry sectors (Appendix B – Table 1) or
- d. From 1 July 2020, where more than half of the value of the contract is being spent in one or more of nineteen specified industry sectors (Appendix B – Table 2).

Procurements from a standing offer or panel arrangement, including *coordinated or cooperative procurement arrangements*, are subject to the *MMR*.

The *MMR* **does not** apply to:

- a. contracts that are subject to paragraph 2.6 of the CPRs. Paragraph 2.6 deals with activities relating to international peace and security, human health, essential security interests and national treasures;



- b. several sub-category exclusions listed in Appendix B; and
- c. contracts delivered overseas in whole or in part.

Entities can consider voluntarily applying the *MMR* to contracts that include an overseas delivery component. This could include applying the *MMR* to the component of the procurement delivered in Australia or to the procurement in full. Reporting should occur via the IPPRS (as a voluntary *MMR*) to ensure sub contracts are counted towards the *Portfolio's* target.

Model clauses are available on the NIAA [website](#) and the Department of Finance's Clause Bank.

4.3. APPLYING MMR TO VARIED CONTRACTS

Portfolios may negotiate with suppliers to apply the *MMR* requirements to varied contracts, where:

- a. the variation(s) bring the total value of the contract to \$7.5 million (GST inclusive) or more; and
- b. more than half of the value of the contract is being delivered in one or more of the specified industry sectors; and
- c. the variation presents an opportunity for increased Indigenous participation in the delivery of the remainder of the contract (*MMR* requirements should apply from the date of the relevant variation).

It would not be appropriate for the *MMR* to be applied where almost all of the contract has been completed, and where the requirement would introduce inefficiencies into the procurement activity and where changing the requirement of the work package would represent a burden on entities and suppliers that is greater than the corresponding Indigenous employment or supplier use outcome.

Voluntary introduction of *MMR* targets to a varied contract should only be pursued if mutually agreed with the supplier. Suppliers should not be compelled to agree to contract variations that introduce *MMR* targets and there should be no penalty for the supplier if they do not agree.

Reporting should occur via the *IPPRS* (as a voluntary *MMR*) to ensure sub contracts are counted towards the *Portfolio's* target.

4.4. MMR TARGETS

The *MMR* is designed to increase the level of Indigenous participation in the delivery of government contracts. This can be achieved via Indigenous employment, the use of *Indigenous enterprises* or a combination of both.

While the targets are typically applied to work directly associated with delivering the contract, the supplier may apply to the purchasing *Commonwealth entity* to have the target applied to their organisation – refer to Table 1.



4.5. REMOTE AREA CONTRACTS

Where a component of a contract subject to the *MMR* is delivered in remote Australia, the purchasing *Commonwealth entity* must ensure there is a contractual requirement that the contract delivers significant Indigenous employment, or supplier use outcomes in that area, which are in excess of the minimum target levels – refer to Table 1.

This could include:

- a. subcontracting an *Indigenous enterprise(s)* to assist with delivering the contracted goods and services in the *remote area*; and/or
- b. specifying minimum Indigenous employment requirements for the proportion of the contracted goods and services to be delivered in the *remote area* (for example 20 per cent).

In determining what requirement would deliver a 'significant' Indigenous employment or supplier use outcome, the purchasing *Commonwealth entity* and the supplier should have regard to:

- a. the local employment market, including consideration of the number of Indigenous businesses, workers and job seekers, and their relevant skills, capabilities, qualifications and training; and
- b. the scale, value and location of the contract, and skills and capabilities required to deliver the goods and services; and
- c. the availability of supply-side services to support the meeting of any targets and assist in building the capacity of Indigenous businesses and job-seekers to take up opportunities; and
- d. existing Commonwealth and state and territory policies and/or targets.

4.6. COMPLIANCE

As a devolved policy, relevant *Commonwealth entities* are required to manage *MMR* within each stage of the procurement process and make an assessment and report as to whether or not the supplier was compliant against the *MMR at the end of the contract*.

The contract may be varied during the term of the contract to change the combination of employment and supply use targets and the application of the *MMR* to the contract or the organisation. Any variation to the target setting must comply with *MMR* policy. Specifically, varied employment and supply use targets must still add up to a minimum of 4 per cent for contract based targets or a minimum of 3 per cent for organisation based targets and represent a significant Indigenous participation outcome for any component of the contract delivered in remote Australia following the variation.



4.6.1. Approach to market

When inviting potential suppliers to participate in a procurement to which the MMR applies, relevant *Commonwealth entities* must specify whether a component is to be delivered in a remote area. Approach to market clauses will require tenderers to declare their level of compliance with any past contracts that included MMRs, and also require them to develop an Indigenous Participation Plan that addresses:

- a. how the tenderer intends to meet the mandatory minimum requirements for the Indigenous Procurement Policy; and
- b. the tenderer's current rate of Indigenous employment and Indigenous supplier use; and
- c. the tenderer's commitment to Indigenous participation; and
- d. whether any part of the contract will be delivered in a Remote Area, and if so, how the tenderer will ensure that its provision of goods and or services will deliver significant Indigenous employment or Indigenous supplier use outcomes in that remote area.

4.6.2. Tender evaluation

The *Commonwealth entity* must consider the tenderers':

- a. past compliance with the MMR requirements (this information is available in the IPPRS);
- b. plans to increase Indigenous participation (as outlined in the tenderer's proposed Indigenous Participation Plan); and
- c. ability to achieve significant Indigenous participation outcomes in remote Australia (as appropriate, for contracts with a remote component).

To gain access to the IPPRS, contact your central procurement area or email IPPRS@pmc.gov.au.

4.6.3. Establishing, and procuring from a panel arrangement

Procurements for the establishment of new panels will need to include clauses in the approach to market documentation and in the Deed of Standing Offer indicating that the MMR will apply to procurements from that standing offer. The assessment and reporting of MMR will occur when a procurement is undertaken from the panel that meets the MMR.

Procuring officials undertaking a procurement from a standing offer or panel arrangement (where MMR have been identified in the Deed of Standing Offer) must ask the supplier/panel member to provide an Indigenous Participation Plan and details of their organisation's past compliance with the MMR when the value of the contract (or official order) meets the MMR criteria (see 4.2 and 4.6.1).

Procuring officials must consider these as part of the procurement evaluation.



Potential suppliers responding to an approach to market from a panel arrangement that is subject to the MMR must have the capacity to meet the MMR to be awarded a contract/work order/official order.

4.6.4. Contract Management

The contract manager within the purchasing *Commonwealth entity* is responsible for ensuring compliance with the Indigenous Participation Plan and *MMR* targets during the contract term, including establishing, monitoring and assessing progress reports submitted by the supplier via the *IPPRS* and undertaking appropriate assurance activities to ensure that the information provided by contract managers accurate.

The relevant *Commonwealth entity* and the supplier may vary *MMR* targets during the term of the contract, provided revised targets are consistent with the policy and are included in a contract variation and the *IPPRS* as outlined in 4.3. The contract variation is to include a revised Indigenous Participation Plan that must be agreed between the supplier and contract manager.

4.6.5. Reporting

Suppliers are required to report on progress against the Indigenous Participation Plan on a quarterly basis via the *IPPRS*. This includes providing details of subcontracts or purchases made with *Indigenous enterprises*, total full time equivalent (FTE) workforce for the quarter and total FTE Indigenous workforce for the quarter.

NIAA publishes the names of suppliers and contract details (as published in *AusTender*) that have been awarded contracts containing *MMR*, on the *NIAA* website.

It is incumbent on the *Commonwealth entity* to ensure suppliers provide the required reporting in a timely manner and assurance activities include review of all information provided.

4.6.6. Assess final performance against targets

At the end of the contract, the contract manager will provide an assessment of the supplier's performance in the *IPPRS*. This assessment will be accessible to any future evaluation panel across *Commonwealth* agencies when considering the past performance of the supplier.



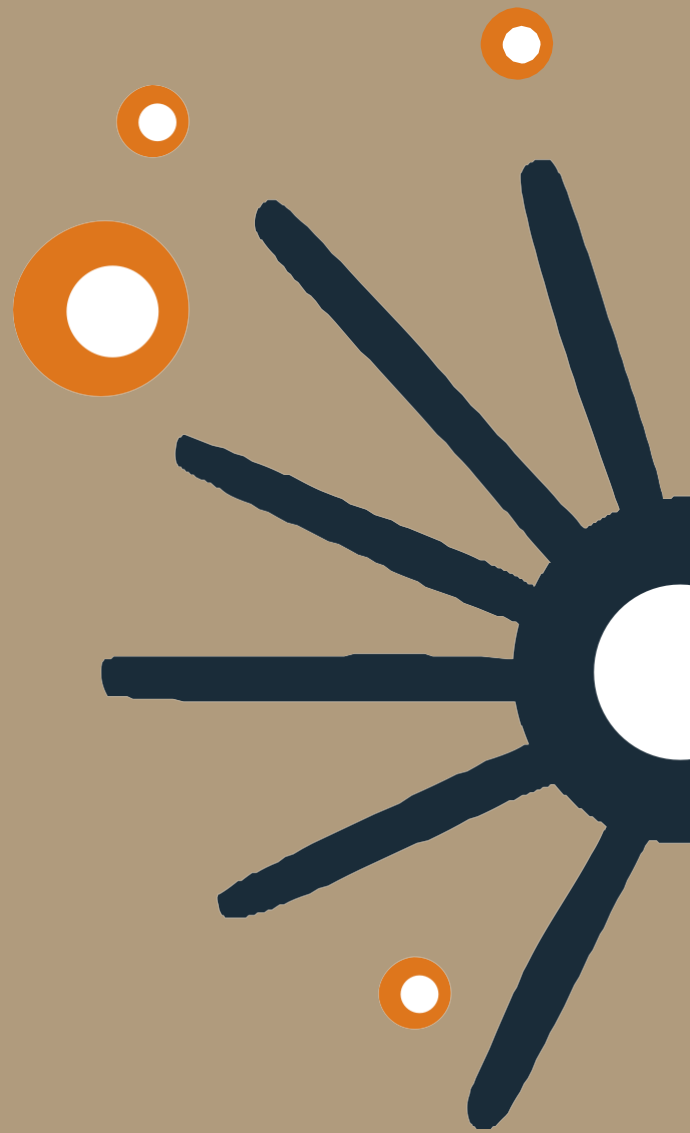
Table 1: Mandatory minimum requirement targets –

	EMPLOYMENT	SUPPLIER	COMBINED
Non – remote contract-level target	4 per cent Indigenous employment (on average) of the full time equivalent Australian-based workforce deployed on the contracted project (by the end of the contract term).	4 per cent of the value of the goods and services provided under the contract must be awarded to Indigenous enterprises (by the end of the contract term)	The Employment and Supplier target total 4 per cent (by the end of the contract term). For example: a 1 per cent Indigenous employment outcome and a 3 per cent Indigenous supplier-use outcome delivers a combined outcome of 4 per cent .
Remote contract-level target	Greater than 4 per cent Indigenous employment (on average) of the full time equivalent Australian-based workforce deployed on the contracted project (by the end of the contract term). Setting the target should have regard to the local Indigenous employment market, the nature of the goods and services to be delivered, availability of support services and any other relevant government targets.	Greater than 4 per cent of the value of the goods and services provided under the contract must be awarded to Indigenous enterprises (by the end of the contract term). Setting the target should have regard to the local Indigenous business sector, the nature of goods and services to be delivered, availability of support services and any other relevant government targets.	Greater than 4 per cent The Employment and Supplier target in total is greater than 4 per cent (by the end of the contract term). Setting the target should have regard to the local Indigenous business sector and employment market, the nature of goods and services to be delivered, availability of support services and any other relevant government targets.
Organisation-level target	3 per cent Indigenous employment (on average) of the full time equivalent Australian-based workforce of the supplier (by the end of the contract term).	3 per cent of the value of the supplier's Australian supply chain must be awarded to Indigenous enterprises (by the end of the contract term).	Employment and Supplier total in value to 3 per cent (by the end of the contract term). For example: a 2 per cent Indigenous employment outcome and a 1 per cent Indigenous supplier-use outcome delivers a combined outcome of 3 per cent .





5



IPP REPORTING REQUIREMENTS

	NIAA REPORTING OBLIGATIONS	PORTFOLIO REPORTING OBLIGATIONS (MAY BE DEVOLVED TO RELEVANT COMMONWEALTH ENTITIES)	SUPPLIER REPORTING OBLIGATIONS
Commonwealth targets	<p>Annual publication of portfolio results against their IPP targets.</p> <p>This will include:</p> <ul style="list-style-type: none"> - volume of contracts - value of contracts 	<p>Portfolios are responsible for uploading onto the IPPRS:</p> <ul style="list-style-type: none"> - <i>AusTender</i> contracts awarded to enterprises not registered on Supply Nation or ORIC; and - All other procurement contracts or purchases not reportable on <i>AusTender</i>. - All subcontracts not reported by suppliers via the IPPRS. <p>Reports must be uploaded at least bi-annually, however reports can be uploaded at any time.</p> <p>The IPPRS extracts <i>AusTender</i> contract data and counts contracts awarded to enterprises registered on Supply Nation and/or ORIC against portfolios targets daily.</p> <p>Reports to support portfolios reporting are available on IPPRS.</p>	<p>Portfolios may require suppliers to report on non-MMR Indigenous supplier use.</p>
Mandatory set-aside (MSA)	<p>Six monthly publication on NIAA website of total number of contracts:</p> <ul style="list-style-type: none"> • reported on <i>AusTender</i> in the previous period valued from \$80,000 to \$200,000 • awarded to Indigenous enterprises. <p>Numbers of Commonwealth remote procurements conducted and awarded to Indigenous SMEs.</p>	<p>Portfolios are to report to NIAA procurements that have occurred in remote Australia at least every six months via the IPPRS. Reports can be uploaded at any time.</p> <p>NIAA extracts contract data from <i>AusTender</i>, Supply Nation and ORIC for MSA reporting against the value based MSA.</p>	<p>Nil</p>

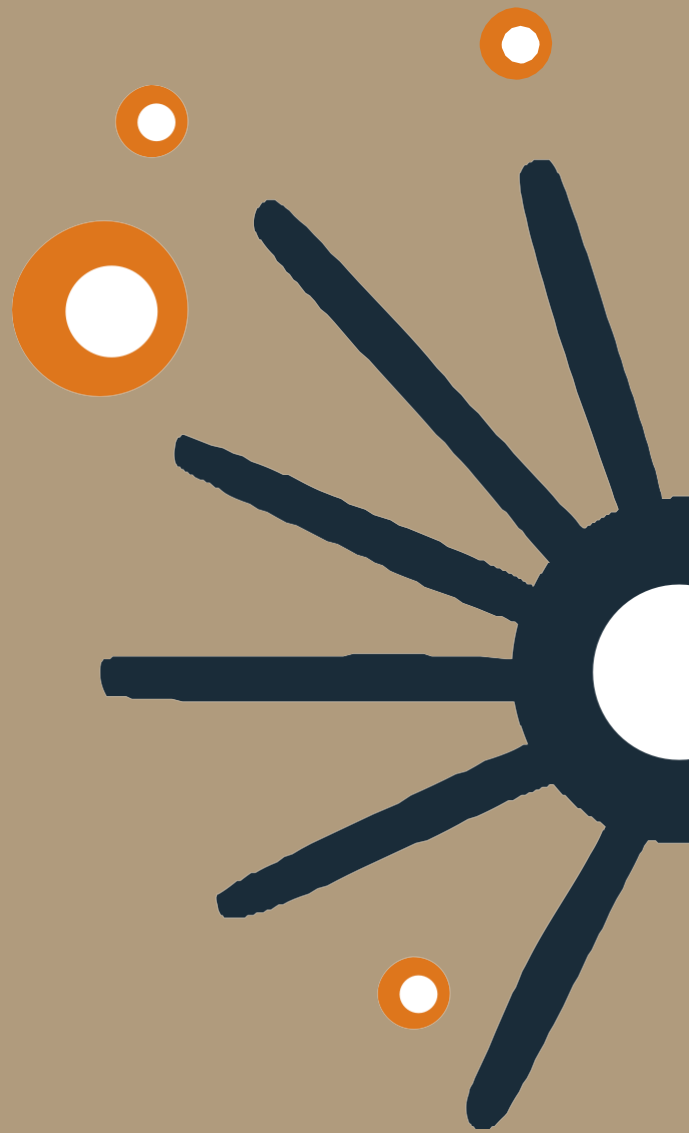


	NIAA REPORTING OBLIGATIONS	PORTFOLIO REPORTING OBLIGATIONS (MAY BE DEVOLVED TO RELEVANT COMMONWEALTH ENTITIES)	SUPPLIER REPORTING OBLIGATIONS
<p>Mandatory minimum requirements for Indigenous participation (MMR)</p>	<p>Six monthly publication on NIAA website of MMR contract details:</p> <ul style="list-style-type: none"> • suppliers' names • contract value/term • types of goods/ services being purchased. <p>(data sourced from <i>AusTender</i> and <i>IPPRS</i>)</p>	<p>Portfolios are responsible for entering into the IPPRS:</p> <ul style="list-style-type: none"> • targets • reporting start date • suppliers' contact details • acknowledgement that the contract manager has reviewed the quarterly performance report • comments against the final performance report. 	<p>Suppliers report quarterly via the IPPRS: (for employment targets)</p> <ul style="list-style-type: none"> • FTE total workforce • FTE Indigenous workforce <p>(for supply chain target)</p> <ul style="list-style-type: none"> • Australian Business Number and name of enterprise • value of contract/ purchase • date of contract/ purchase • description of good/service purchased • Whether the contract/purchase was awarded by the Supplier or by a subcontractor within their supply chain (direct or indirect contract/ purchase).





6



IPP AGENCY ROLES AND RESPONSIBILITIES

National Indigenous Australians Agency (NIAA)

The NIAA is responsible for administering the policy. This includes:

- Developing and publishing policy and periodically reissuing these documents as necessary.
- Promoting the IPP.
- In consultation with Department of Finance and *portfolios*, setting the next financial year portfolio targets.
- Monitoring *portfolio* performance.
- Publishing *portfolio* and Government-wide performance information including the list of contracts subject the *MMR*.
- Ensuring there is a central list of *Indigenous enterprises*.
- Monitoring and reviewing the effectiveness of the IPP against its key performance indicators.
- Managing the *IPPRS* database.
- Support relevant *Commonwealth entity* and supplier compliance with performance reporting in relation to contracts with *MMR*.

Department of Finance

The Department of Finance is responsible for the Commonwealth Procurement Framework including the *CPRs* and *AusTender*. The Department of Finance provides advice to relevant entities on the Commonwealth Procurement Framework.

Commonwealth portfolios

Portfolios are responsible for their compliance with the IPP. This includes:

- reporting contracts and purchases to *Indigenous enterprises* to the *NIAA* via the *IPPRS* database at least bi-annually;
- ensuring *procuring officials* and contract managers understand their obligations under the IPP, including ensuring tenderers are aware of requirements under the IPP and negotiating *MMR* targets into contracts, in line with the policy intent;
- monitoring *IPPRS* to ensure contracts identified through contract data matching with *AusTender* are appropriately classified within the *IPPRS*, including the application of any exemption to the *MMR* in accordance with the policy;



- ensuring that contract managers monitor and manage performance of suppliers against *MMR* for Indigenous participation via the *IPPRS*; and
- ensuring suppliers report performance against *MMR* targets via the *IPPRS* and that this data is accurate and complete.

Suppliers

Suppliers are responsible for providing accurate and complete quarterly reporting against *MMR* targets via the *IPPRS*, in accordance with the requirements detailed in the relevant contract(s).



APPENDIX A: RESTRICTED UNSPSC CODE EXEMPTIONS

Procurement contracts published using one of the restricted UNSPSC codes listed in Table 1 will be deducted from the procurement base of all portfolios each financial year. Procurements within these categories may also be subject to another exemption.

Table 1: Restricted Market Exemptions by UNSPSC code

UNSPC CODE	DESCRIPTION
83100000 – 83101800	Utilities
12130000	Explosive materials
15100000	Fuels
25100000	Motor vehicles
25101500	Passenger motor vehicles
25101801	Motorcycles
25102000	War vehicles
25102100	Truck tractors
25111700	Military watercraft
25111900	Marine craft systems and subassemblies
25130000	Aircraft
25131500	Powered fixed wing aircraft
25131700	Military fixed wing aircraft
25131707	Reconnaissance or surveillance aircraft
25131800	Specialty aircraft
25131900	Military rotary wing aircraft
25150000	Spacecraft
25151700	Satellites
25170000	Transportation components and systems
25180000	Vehicle bodies and trailers
25191500	Air transportation support systems and equipment
25191700	Vehicle servicing equipment



UNSPC CODE	DESCRIPTION
25200000	Aerospace systems and components and equipment
25202500	Aircraft equipment
26110000	Batteries and generators and kinetic power transmission
26120000	Electrical wire and cable and harness
31170000	Bearings and bushings and wheels and gears
32130000	Electronic hardware and component parts and accessories
32140000	Electron tube devices and accessories
41100000	Laboratory and scientific equipment
41110000	Measuring and observing and testing instruments
41120000	Laboratory supplies and fixtures
43190000	Communications Devices and Accessories
46100000	Light weapons and ammunition
46101800	Arms and ammunition accessories
46110000	Conventional war weapons
46120000	Missiles
46130000	Rockets and subsystems
46140000	Launchers
46171600	Surveillance and detection equipment
78181505	Vehicle inspection Services
78181800	Aircraft maintenance and repair services
92110000	Military services and national defence
93160000	Taxation



APPENDIX B: INDUSTRY CATEGORIES WITH MANDATORY MINIMUM REQUIREMENTS (INCLUDING SUB-CATEGORY EXEMPTIONS)

UNSPSC CATEGORY ID	DESCRIPTION	SUB-CATEGORY EXEMPTIONS FROM MMR	
		UNSPSC CODE	DESCRIPTION
TABLE 1			
Effective from 1 July 2016			
70	Farming and fishing and forestry and wildlife contracting services		
72	Building construction and maintenance services		
76	Industrial cleaning services		
78	Transportation, storage and mail services		
82	Editorial and design and graphic and fine art services		
86	Education and training services		
90	Travel and food and lodging and entertainment services		
93	Politics and civic affairs services		



NSPSC CATEGORY ID	DESCRIPTION	SUB-CATEGORY EXEMPTIONS FROM MMR	
		UNSPSC CODE	DESCRIPTION
TABLE 2			
Effective from 1 July 2020			
64	Financial Instruments, Products, Contracts and Agreements		
71	Mining and oil and gas services		
73	Industrial Production and Manufacturing Services		
77	Environmental Services		
80	Management and Business Professionals and Administrative Services	80131500	Lease and rental of property or building
		80131501	Land leases
		80131503	Residential rental
81	Engineering and Research and Technology Based Services		
84	Financial and Insurance Services	84130000	Insurance and retirement services
		84131800	Retirement funds
85	Healthcare Services		
91	Personal and Domestic Services		
92	National Defence and Public Order and Security and Safety Services	92110000	Military services and national defence
		92111700	Military science and research
94	Organisations and Clubs		



Emergency

[ENTR](#) [Business Services](#) [Finance and Procurement](#) [Procurement](#)

Procurement News



Procurement News

Commonwealth Child Safe Framework

The Royal Commission into Institutional Responses to Child Sexual Abuse highlighted the need to provide an environment in which children and young people are safe, protected and respected, and where staff have the skills, confidence and knowledge to safeguard children. In response to this, the Australian Government has introduced the Commonwealth Child Safe Framework (CCSF), a whole of Government framework that sets minimum standards for creating and embedding a child safe culture and practice in Commonwealth entities.

The CCSF also recommends that entities implement child safety requirements, consistent with the CCSF, on individuals or organisations they fund in relation to activities involving children (individuals under the age of 18 years). This includes, but is not limited to, funding arrangements such as grants and procurements.

In order to implement this, staff need to consider whether child safety is relevant to their procurement activity. If so then appropriate child safety clauses will need to be included in both your approach to market and contract documentation. To facilitate this the Department's Request for Tender templates (for use in an Open Tender process) have already been amended to include the relevant child safety clauses. For procurement activities that do not utilise the Department's Request for Tender templates you can source appropriate child safety model clauses from [ClauseBank](#) on the Department of Finance website. Alternatively you may wish to consider seeking advice from Legal Services on the construction of your approach to market or contractual documentation if your procurement involves activities that relate to children.

Further information on the Commonwealth Child Safe Framework can be found on the Department of the Prime Minister and Cabinet [website](#).

Changes to the Indigenous Procurement Policy

Changes from 1 July 2019

From 1 July 2019, to ensure Indigenous businesses win higher value contracts at a level closer to those of non-Indigenous businesses, a target based on the value of contracts awarded will be introduced. The target will be set at one per cent in FY19-20 and will be increased by 0.25 per cent each year until it reaches three per cent in 2027.

Changes from 1 July 2020

From 1 July 2020, Indigenous participation targets will be mandatory in high value contracts across more specified industries.

For more information on the new categories please refer to the [Changes to the Indigenous Procurement Policy webpage](#) on the National Indigenous Australians Agency website.

Was this information helpful?

Yes

Somewhat

No

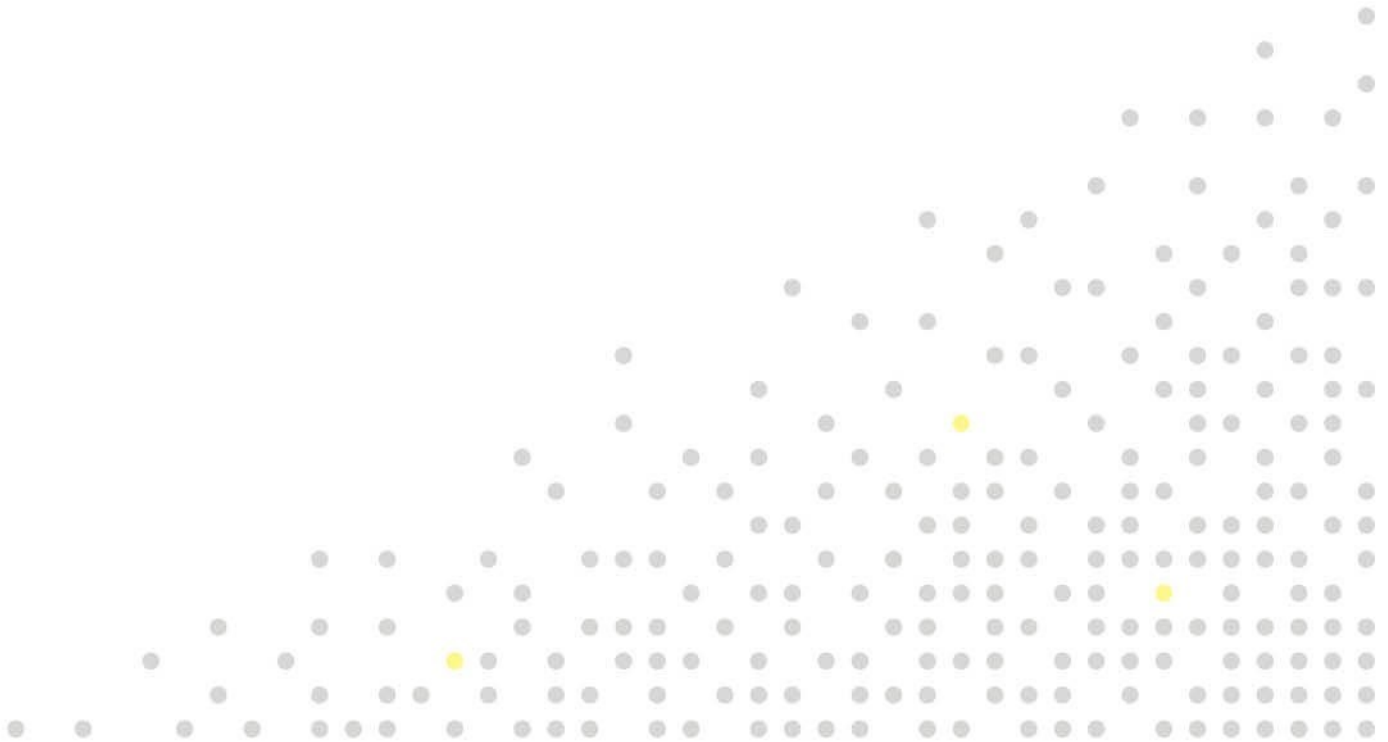
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Australian Government
Department of Finance



Commonwealth Procurement Rules 20 April 2019

Achieving value for money

20 APRIL 2019

Department of Finance
(Commercial & Government Services)

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Content

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1. Foreword

I am pleased to make these Commonwealth Procurement Rules under section 105B(1) of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act). The previous Commonwealth Procurement Rules (F2018L01522) are repealed when this instrument commences on 20 April 2019.

The Commonwealth Procurement Rules are the keystone of the Government's procurement policy framework. They are supported by a range of tools including the AusTender system, guidance material and templates developed and maintained by the Department of Finance to ensure accountability and transparency, and reduce the costs and complexity of conducting business with the Government.

Achieving value for money is the core rule of the Commonwealth Procurement Rules as it is critical to ensuring that public resources are used in the most efficient, effective, ethical and economic manner. However, it is important to remember that price is not the only factor when assessing value for money, and officials are required to consider all relevant financial and non-financial costs and benefits associated with a procurement.

There is sufficient flexibility in these rules to provide opportunities for innovation and for officials to design processes that appropriately reflect the size, scope and risk of the procurement. The framework reflects officials' responsibilities, including under the PGPA Act and Australia's international obligations, and factors that must be considered in meeting the core rule of achieving value for money.

Mathias Cormann

Minister for Finance and the Public Service

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2. Procurement framework

- 2.1 The Commonwealth Procurement Rules (CPRs) are issued by the Minister for Finance (Finance Minister) under section 105B(1) of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act).
- 2.2 *Officials from non-corporate Commonwealth entities* and prescribed *corporate Commonwealth entities* listed in section 30 of the *Public Governance, Performance and Accountability Rule 2014* **must** comply with the CPRs when performing duties related to procurement. These entities will collectively be referred to as *relevant entities* throughout the CPRs.
- 2.3 Rules that **must** be complied with in undertaking *procurement* are denoted by the term '**must**'. *Non-corporate Commonwealth entities* **must** report non-compliance with the rules of the CPRs through the Commonwealth's compliance reporting process. The term 'should' indicates good practice.
- 2.4 The CPRs are the core of the procurement framework, which also includes:
- web-based guidance, developed by the Department of Finance (Finance) to assist entities to implement the procurement framework;
 - Resource Management Guides, which advise of key changes and developments in the procurement framework; and
 - templates, such as the Commonwealth Contracting Suite, which simplify and streamline processes, creating uniformity across Commonwealth contracts to reduce the burden on businesses when contracting with the Commonwealth.
- 2.5 An *Accountable Authority* may use Accountable Authority Instructions to set out entity-specific operational rules to ensure compliance with the rules of the procurement framework.
- 2.6 These CPRs do not apply to the extent that an *official* applies measures determined by their *Accountable Authority* to be necessary for the maintenance or restoration of international peace and security, to protect human health, for the protection of essential security interests, or to protect national treasures of artistic, historic or archaeological value.¹

Procurement

- 2.7 *Procurement* is the process of acquiring *goods* and services. It begins when a need has been identified and a decision has been made on the procurement requirement. *Procurement* continues through the processes of risk assessment, seeking and evaluating alternative solutions, and the awarding and reporting of a *contract*.
- 2.8 In addition to the acquisition of *goods* and services by a *relevant entity* for its own use, *procurement* includes the acquisition of *goods* and services on behalf of another *relevant entity* or a third party.

¹ Where such measures are applied, because Divisions 1 and 2 do not apply in full to the *procurement*, this has the effect that the *procurement* is not covered procurement under the *Government Procurement (Judicial Review) Act 2018*; see section 5.

- 2.9 *Procurement* does not include:
- a. grants (whether in the form of a *contract*, conditional gift or deed)²;
 - b. investments (or divestments);
 - c. sales by tender;
 - d. loans;
 - e. *procurement of goods* and services for resale or *procurement of goods* and services used in the production of *goods* for resale;
 - f. any property right not acquired through the expenditure of *relevant money* (for example, a right to pursue a legal claim for negligence);
 - g. statutory appointments;
 - h. appointments made by a Minister using the executive power (for example, the appointment of a person to an advisory board); or
 - i. the engagement of employees, such as under the *Public Service Act 1999*, the *Parliamentary Services Act 1999*, a *relevant entity's* enabling legislation or the common law concept of employment.
- 2.10 Following the awarding of the *contract*, the delivery of and payment for the *goods* and services and, where relevant, the ongoing management of the *contract* and consideration of disposal of *goods*, are important elements in achieving the objectives of the *procurement*.

Resource Management Framework

- 2.11 *Relevant entities* and *officials* operate in an environment of legislation and Commonwealth policy. Within that broad context, the Resource Management Framework consists of the legislation and policy governing the management of the Commonwealth's resources. Figure 1 sets out the main elements of this environment related to *procurement*.

² As defined in the Commonwealth Grants Rules and Guidelines.

Figure 1: Legislation and policy



- 2.12 The procurement framework is a subset of the Resource Management Framework related to the *procurement of goods and services*.
- 2.13 Section 16 of the PGPA Act outlines an *Accountable Authority's* duty to establish appropriate internal control systems for their *relevant entity*. The CPRs provide the necessary framework for *Accountable Authorities* when issuing Accountable Authority Instructions and operational requirements in relation to *procurement*. In the area of *procurement*, an *Accountable Authority* should provide a mechanism to:
- a. apply the principles and requirements of the resource management and procurement frameworks, focusing on the *relevant entity's* operations; and
 - b. provide primary operational instructions to *relevant entity officials* in carrying out their duties related to *procurement*, in a way that is tailored to a *relevant entity's* particular circumstances and needs.
- 2.14 Non-compliance with the requirements of the Resource Management Framework, including in relation to *procurement*, may attract a range of criminal, civil or administrative remedies including under the *Public Service Act 1999* and the *Crimes Act 1914*.

International obligations

- 2.15 Australia is party to a range of free trade arrangements. These arrangements are implemented domestically by legislation and/or Commonwealth policy. Relevant international obligations have been incorporated in these CPRs. Therefore, an *official* undertaking a *procurement* is not required to refer directly to international agreements.

3. How to use the Commonwealth Procurement Rules

- 3.1 The CPRs set out the rules that *officials* **must** comply with when they procure *goods* and services. The CPRs also indicate good practice. The CPRs have been designed to provide *officials* with flexibility in developing and implementing *procurement* processes that reflect their *relevant entity's* needs.
- 3.2 Achieving value for money is the core rule of the CPRs. This requires the consideration of the financial and non-financial costs and benefits associated with *procurement*.
- 3.3 Further information and guidance on applying the CPRs are available on Finance's procurement policy website at www.finance.gov.au/procurement.
- 3.4 *Relevant entities* may have additional rules, guidance, templates or tools that apply when conducting *procurements*.

Compliance with the two divisions of the CPRs

- 3.5 *Officials of non-corporate Commonwealth entities* **must** comply with the 'rules for all procurements' listed in Division 1, regardless of the *procurement* value. *Officials* **must** also comply with the 'additional rules' listed in Division 2 when the estimated value of the *procurement* is at or above the relevant *procurement threshold* and when an Appendix A exemption does not apply.
- 3.6 *Officials of corporate Commonwealth entities* prescribed in section 30 of the *Public Governance, Performance and Accountability Rule 2014* (PGPA Rule) as having to comply with the CPRs **must** comply with the 'rules for all procurements' listed in Division 1 and the 'additional rules' listed in Division 2 when the expected value of the *procurement* is at or above the relevant *procurement threshold* and when an Appendix A exemption does not apply.
- 3.7 Despite being prescribed *corporate Commonwealth entities*, Australian Digital Health Agency, Australian Human Rights Commission, National Portrait Gallery of Australia, Old Parliament House, and Regional Investment Corporation, **must** apply a *procurement threshold* and *reporting threshold* of \$80,000 for *procurements* other than the procurement of *construction services*. They may opt-in to coordinated procurements and must only comply with those policies of the Commonwealth that specify compliance by *corporate Commonwealth entities*.
- 3.8 Despite being a *corporate Commonwealth entity*, paragraph 3.7 also applies to the Commonwealth Superannuation Corporation in regards to its administrative functions only.

Using Appendix A exemptions

- 3.9 When an Appendix A exemption applies, the additional rules of Division 2 for procurements at or above the relevant *procurement threshold* do not apply to the *procurement*, but the *relevant entity* **must** still comply with the rules for all procurements (Division 1), excluding paragraphs 4.7, 4.8 and 7.26. This does not prevent a *relevant entity* from voluntarily conducting the *procurement* for *goods* or *services* covered by an Appendix A exemption in accordance with some or all of the processes and principles of Division 2.

Division 1: Rules for all procurements

4. Value for money

Considering value for money

- 4.1 A thorough consideration of value for money begins by *officials* clearly understanding and expressing the goals and purpose of the *procurement*.
- 4.2 When a business requirement arises, *officials* should consider whether a *procurement* will deliver the best value for money. It is important to take into consideration:
- a. stakeholder input;
 - b. the scale and scope of the business requirement;
 - c. the *relevant entity's* resourcing and budget;
 - d. obligations and opportunities under other existing arrangements;
 - e. relevant Commonwealth policies; and
 - f. the market's capacity to competitively respond to a *procurement*.
- 4.3 When a *relevant entity* determines that *procurement* represents the best value for money, these considerations will inform the development and implementation of the *procurement*.

Achieving value for money

- 4.4 Achieving value for money is the core rule of the CPRs. *Officials* responsible for a *procurement* **must** be satisfied, after reasonable enquires, that the *procurement* achieves a value for money outcome. *Procurements* should:
- a. encourage competition and be non-discriminatory;
 - b. use *public resources* in an efficient, effective, economical and ethical manner that is not inconsistent with the policies of the Commonwealth³;
 - c. facilitate accountable and transparent decision making;
 - d. encourage appropriate engagement with risk; and
 - e. be commensurate with the scale and scope of the business requirement.
- 4.5 Price is not the sole factor when assessing value for money. When conducting a procurement, an *official* **must** consider the relevant financial and non-financial costs and benefits of each *submission* including, but not limited to:
- a. the quality of the *goods* and services;
 - b. fitness for purpose of the proposal;
 - c. the *potential supplier's* relevant experience and performance history;

³ See sections 15 and 21 of the PGPA Act.

- d. flexibility of the proposal (including innovation and adaptability over the lifecycle of the *procurement*);
- e. environmental sustainability of the proposed *goods* and services (such as energy efficiency, environmental impact and use of recycled products); and
- f. whole-of-life costs.

4.6 Whole-of-life costs could include:

- a. the initial purchase price of the *goods* and services;
- b. maintenance and operating costs;
- c. transition out costs;
- d. licensing costs (when applicable);
- e. the cost of additional features procured after the initial procurement;
- f. consumable costs; and
- g. disposal costs.

Broader benefits to the Australian economy

- 4.7 In addition to the value for money considerations at paragraphs 4.4 – 4.6, for *procurements* above \$4 million (or \$7.5 million for *construction services*) (except *procurements* covered by Appendix A and *procurements* from *standing offers*), *officials* are required to consider the economic benefit of the *procurement* to the Australian economy.
- 4.8 The policy operates within the context of relevant national and international agreements and *procurement* policies to which Australia is a signatory, including free trade agreements and the Australia and New Zealand Government Procurement Agreement.

Procurement-connected policies

- 4.9 Procurement-connected policies are policies of the Commonwealth for which *procurement* has been identified as a means of delivery. To assist *relevant entities* in complying with policies of the Commonwealth, Finance maintains a list of procurement-connected policies, which can be found at www.finance.gov.au/procurement.
- 4.10 Generally, procurement-connected policies are the responsibility of entities other than Finance. The relevant policy-owning entity is responsible for administering, reviewing and providing information on the policy as required.

Coordinated procurement

- 4.11 Coordinated procurement refers to whole-of-government arrangements for procuring *goods* and services. A list of coordinated procurements can be found at www.finance.gov.au/procurement.

- 4.12 *Non-corporate Commonwealth entities must* use coordinated procurements. Exemptions from coordinated procurements can only be granted jointly by the requesting *non-corporate Commonwealth entity's* Portfolio Minister and the Finance Minister when a *non-corporate Commonwealth entity* can demonstrate a special need for an alternative arrangement⁴. Prescribed *corporate Commonwealth entities* may opt-in to coordinated procurements.

Cooperative procurement

- 4.13 Cooperative procurements involve more than one *relevant entity* as the buyer. *Relevant entities* can procure cooperatively by approaching the market together or by joining an existing *contract* of another *relevant entity*.
- 4.14 If a *relevant entity* intends to join an existing *contract* of another *relevant entity*, the initial *request documentation* and the *contract must* have already specified potential use by other *relevant entities*.
- 4.15 *Relevant entities* joining an existing *contract must* ensure that:
- value for money is achieved;
 - the *goods* and services being procured are the same as provided for within the *contract*; and
 - the terms and conditions of the *contract* are not being materially altered.

Contract end dates

- 4.16 When a *contract* does not specify an *end date* it **must** allow for periodic review and subsequent termination of the *contract* by the *relevant entity*, if the *relevant entity* determines that it does not continue to represent value for money.

Third-party procurement

- 4.17 *Procurement* by third parties on behalf of a *relevant entity* can be a valid way to procure *goods* and services, provided it achieves value for money.
- 4.18 *Relevant entities must* not use third-party arrangements to avoid the rules in the CPRs when procuring *goods* and services.

5. Encouraging competition

- 5.1 Competition is a key element of the Australian Government's procurement framework. Effective competition requires non-discrimination and the use of competitive procurement processes.
- 5.2 Participation in *procurement* imposes costs on *relevant entities* and *potential suppliers*. Those costs should be considered when designing a process that is commensurate with the scale, scope and risk of the proposed *procurement*.

⁴ Or when the coordinated procurement specifies an alternative approach for obtaining exemptions.

Non-discrimination

- 5.3 The Australian Government's procurement framework is non-discriminatory.
- 5.4 All *potential suppliers* to government **must**, subject to these CPRs, be treated equitably based on their commercial, legal, technical and financial abilities and not be discriminated against due to their size, degree of foreign affiliation or ownership, location, or the origin of their *goods* and services.

Small and Medium Enterprises

- 5.5 To ensure that *Small and Medium Enterprises (SMEs)* can engage in fair competition for Australian Government business, *officials* should apply procurement practices that do not unfairly discriminate against *SMEs* and provide appropriate opportunities for *SMEs* to compete. *Officials* should consider, in the context of value for money:
- the benefits of doing business with competitive *SMEs* when specifying requirements and evaluating value for money;
 - barriers to entry, such as costly preparation of *submissions*, that may prevent *SMEs* from competing;
 - SMEs'* capabilities and their commitment to local or regional markets; and
 - the potential benefits of having a larger, more competitive supplier base.
- 5.6 The Australian Government is committed to *non-corporate Commonwealth entities* sourcing at least 10 per cent of *procurement* by value from *SMEs*.
- 5.7 In addition, the Government has a target of *non-corporate Commonwealth entities* procuring 35 per cent of *contracts* by volume, with a value of up to \$20 million, from *SMEs*.

6. Efficient, effective, economical and ethical procurement

- 6.1 The Australian Government promotes the proper use and management of *public resources*. Proper means efficient, effective, economical and ethical. For *non-corporate Commonwealth entities*, this would also include being not inconsistent with the policies of the Commonwealth⁵.
- 6.2 Efficient relates to the achievement of the maximum value for the resources used. In *procurement*, it includes the selection of a procurement method that is the most appropriate for the procurement activity, given the scale, scope and risk of the procurement.
- 6.3 Effective relates to the extent to which intended outcomes or results are achieved. It concerns the immediate characteristics, especially price, quality and quantity, and the degree to which these contribute to specified outcomes.

⁵ See sections 15 and 21 of the PGPA Act.

- 6.4 Economical relates to minimising cost. It emphasises the requirement to avoid waste and sharpens the focus on the level of resources that the Commonwealth applies to achieve outcomes.
- 6.5 Ethical relates to honesty, integrity, probity, diligence, fairness and consistency. Ethical behaviour identifies and manages conflicts of interests, and does not make improper use of an individual's position.

Ethical behaviour

- 6.6 In particular, *officials* undertaking *procurement* **must** act ethically throughout the *procurement*. Ethical behaviour includes:
- a. recognising and dealing with actual, potential and perceived conflicts of interest;
 - b. dealing with *potential suppliers*, *tenderers* and *suppliers* equitably, including by
 - i. seeking appropriate internal or external advice when probity issues arise, and
 - ii. not accepting inappropriate gifts or hospitality;
 - c. carefully considering the use of *public resources*; and
 - d. complying with all directions, including *relevant entity* requirements, in relation to gifts or hospitality, the Australian Privacy Principles of the *Privacy Act 1988* and the security provisions of the *Crimes Act 1914*.
- 6.7 *Relevant entities* **must** not seek to benefit from supplier practices that may be dishonest, unethical or unsafe. This includes not entering into *contracts* with *tenderers* who have had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and who have not satisfied any resulting order. *Officials* should seek declarations from all *tenderers* confirming that they have no such unsettled orders against them.
- 6.8 If a complaint about *procurement* is received, *relevant entities* **must** apply timely, equitable and non-discriminatory complaint-handling procedures, including providing acknowledgement soon after the complaint has been received. *Relevant entities* should aim to manage the complaint process internally, when possible, through communication and conciliation.

Judicial Review

- 6.9 For the purposes of paragraph (a) of the definition of relevant Commonwealth Procurement Rules in section 4 of the *Government Procurement (Judicial Review) Act 2018*, the following paragraphs of Division 1 of these CPRs are declared to be relevant provisions: paragraphs 4.18, 5.4, 7.2, 7.10, 7.13 – 7.18, 7.20, and 9.3 – 9.6.

7. Accountability and transparency

- 7.1 The Australian Government is committed to ensuring accountability and transparency in its procurement activities. Accountability means that *officials* are responsible for the actions and decisions that they take in relation to *procurement* and for the resulting outcomes. Transparency involves *relevant entities* taking steps to enable appropriate

scrutiny of their procurement activity. The fundamental elements of accountability and transparency in *procurement* are outlined in this section.

Records

- 7.2 *Officials must* maintain for each *procurement* a level of documentation commensurate with the scale, scope and risk of the *procurement*.
- 7.3 Documentation should provide accurate and concise information on:
- a. the requirement for the *procurement*;
 - b. the process that was followed;
 - c. how value for money was considered and achieved;
 - d. relevant approvals; and
 - e. relevant decisions and the basis of those decisions.
- 7.4 *Relevant entities must* have access to evidence of agreements with *suppliers*, in the form of one or a combination of the following documents: a written *contract*, a purchase order, an invoice or a receipt.
- 7.5 Documentation **must** be retained in accordance with the *Archives Act 1983*.

AusTender

- 7.6 *AusTender*⁶, the Australian Government's *procurement* information system, is a centralised web-based facility that publishes a range of information, including *relevant entities'* planned *procurements*, *open tenders* and key details of *contracts* awarded. It also supports secure electronic tendering to deliver integrity and efficiency for *relevant entities* and *potential suppliers*.
- 7.7 *AusTender* is the system used to enable *relevant entities* to meet their publishing obligations under the CPRs. It also enables *relevant entities* to monitor and review their *AusTender*-based *procurements*, including *approaches to market*, publication of *contracts*, and amendments to *contracts*.

Annual procurement plans

- 7.8 In order to draw the market's early attention to potential procurement opportunities, each *relevant entity must* maintain on *AusTender* a current procurement plan containing a short strategic procurement outlook.
- 7.9 The *annual procurement plan* should include the subject matter of any significant planned *procurement* and the estimated publication date of the *approach to market*. *Relevant entities* should update their plans regularly throughout the year.

⁶ *AusTender* is available at www.tenders.gov.au.

Notifications to the market

- 7.10 *Relevant entities must* use *AusTender* to publish *open tenders* and, to the extent practicable, to make relevant *request documentation* available.
- 7.11 *Relevant entities* may use *AusTender* to publish *limited tender approaches to market* and make relevant *request documentation* available.
- 7.12 *Relevant entities* should include relevant *evaluation criteria* in *request documentation* to enable the proper identification, assessment and comparison of *submissions* on a fair, common and appropriately transparent basis.
- 7.13 In any additional notification through other avenues, such as printed media, the details selected for inclusion in the notification **must** be the same as those published on *AusTender*.
- 7.14 When a *relevant entity* provides *request documentation* or any other document, already published on *AusTender* in any other form (for example, a printed version) that documentation **must** be the same as that published on *AusTender*.
- 7.15 The initial *approach to market* for a *multi-stage procurement* **must** include, for every stage, the criteria that will be used to select *potential suppliers*, and if applicable, any limitation on the number of *potential suppliers* that will be invited to make *submissions*.

Providing information

- 7.16 *Officials must*, on request, promptly provide, to eligible *potential suppliers*, *request documentation* that includes all information necessary to permit the *potential supplier* to prepare and lodge *submissions*.
- 7.17 Following the rejection of a *submission* or the award of a *contract*, *officials must* promptly inform affected *tenderers* of the decision. Debriefings **must** be made available, on request, to unsuccessful *tenderers* outlining the reasons the *submission* was unsuccessful. Debriefings **must** also be made available, on request, to the successful *supplier(s)*.

Reporting arrangements

- 7.18 *Relevant entities must* report *contracts* and amendments on *AusTender* within 42 days of entering into (or amending) a *contract* if they are valued at or above the *reporting threshold*.
- 7.19 The *reporting thresholds* (including *GST*) are:
- a. \$10,000 for *non-corporate Commonwealth entities*; and
 - b. for prescribed *corporate Commonwealth entities*,
 - i. \$400,000 for *procurements* other than *procurement of construction services*, or
 - ii. \$7.5 million for *procurement of construction services*.

7.20 Regardless of value, *standing offers* **must** be reported on *AusTender* within 42 days of the *relevant entity* entering into or amending such arrangements. Relevant details in the *standing offer* notice, such as *supplier* details and the names of other *relevant entities* participating in the arrangement, **must** be reported and kept current.

Subcontractors

- 7.21 *Relevant entities* **must** make available on request, the names of any subcontractor(s) engaged by a contractor in respect of a *contract*.
- a. *Relevant entities* **must** require contractors to agree to the public disclosure of the names of any subcontractors engaged to perform services in relation to a *contract*.
 - b. Contractors **must** be required to inform relevant subcontractors that the subcontractor's participation in fulfilling a *contract* may be publicly disclosed.

Treatment of confidential information

- 7.22 When conducting a *procurement* and awarding a *contract*, *relevant entities* should take appropriate steps to protect the Commonwealth's confidential information. This includes observing legal obligations, such as those under the *Privacy Act 1988*, and statutory secrecy provisions.
- 7.23 *Submissions* **must** be treated as confidential before and after the award of a *contract*. Once a *contract* has been awarded, the terms of the *contract*, including parts of the *contract* drawn from the *supplier's submission*, are not confidential unless the *relevant entity* has determined and identified in the *contract* that specific information is to be kept confidential in accordance with the 'confidentiality test' set out in the guidance on *Confidentiality Throughout the Procurement Cycle* at <http://www.finance.gov.au/procurement>.
- 7.24 The need to maintain the confidentiality of information should always be balanced against the public accountability and transparency requirements of the Australian Government. It is therefore important for *officials* to plan for, and facilitate, appropriate disclosure of procurement information. In particular, *officials* should:
- a. include provisions in *request documentation* and *contracts* that alert *potential suppliers* to the public accountability requirements of the Australian Government, including disclosure to the Parliament and its committees;
 - b. when relevant, include a provision in *contracts* to enable the Australian National Audit Office to access contractors' records and premises to carry out appropriate audits; and
 - c. consider, on a case-by-case basis, any request by a *supplier* for material to be treated confidentially after the award of a *contract*, and enter into commitments to maintain confidentiality only when such commitments are appropriate.
- 7.25 When confidential information is required to be disclosed, for example following a request from a parliamentary committee, reasonable notice in writing **must** be given to the party from whom the information originated.

Contract management/Standard verification

- 7.26 For *procurements* valued at or above the relevant *procurement threshold*, where applying a *standard* for goods or services, *relevant entities* **must** make reasonable enquiries to determine compliance with that *standard*, including:
- a. gathering evidence of relevant certifications; and
 - b. periodic auditing of compliance by an independent assessor.

Other obligations

- 7.27 Other reporting and disclosure obligations apply to *officials* undertaking *procurement*, including:
- a. disclosure of procurement information for *relevant entity* annual reporting purposes;
 - b. disclosure of non-compliance with the CPRs through the Commonwealth's compliance reporting process;
 - c. disclosure to the Parliament and its committees, as appropriate, in line with the Government Guidelines for *Official Witnesses before Parliamentary Committees and Related Matters*;
 - d. disclosure of information consistent with the *Freedom of Information Act 1982*; and
 - e. disclosure of discoverable information that is relevant to a case before a court.

8. Procurement risk

- 8.1 Risk management comprises the activities and actions taken by a *relevant entity* to ensure that it is mindful of the risks it faces, that it makes informed decisions in managing these risks, and identifies and harnesses potential opportunities⁷.
- 8.2 *Relevant entities* **must** establish processes to identify, analyse, allocate and treat risk when conducting a *procurement*. The effort directed to risk assessment and management should be commensurate with the scale, scope and risk of the *procurement*. *Relevant entities* should consider risks and their potential impact when making decisions relating to value for money assessments, approvals of proposals to spend *relevant money* and the terms of the *contract*.
- 8.3 *Relevant entities* should consider and manage their procurement security risk in accordance with the *Australian Government's Protective Security Policy Framework*.
- 8.4 As a general principle, risks should be borne by the party best placed to manage them; that is, *relevant entities* should generally not accept risk which another party is better placed to manage. Similarly, when a *relevant entity* is best placed to manage a particular risk, it should not seek to inappropriately transfer that risk to the *supplier*.

⁷ Department of Finance, Comcover *Commonwealth Risk Management Policy*.

9. Procurement method

- 9.1 Australian Government *procurement* is conducted by *open tender* or *limited tender*. These methods are detailed in this section.

Requirement to estimate value of procurement

- 9.2 The expected value of a *procurement* **must** be estimated before a decision on the procurement method is made. The expected value is the maximum value (including GST) of the proposed *contract*, including options, extensions, renewals or other mechanisms that may be executed over the life of the *contract*.
- 9.3 The maximum value of the *goods* and services being procured **must** include:
- all forms of remuneration, including any premiums, fees, commissions, interest, allowances and other revenue streams that may be provided for in the proposed *contract*;
 - the value of the *goods* and services being procured, including the value of any options in the proposed *contract*; and
 - any taxes or charges.
- 9.4 When a *procurement* is to be conducted in multiple parts with *contracts* awarded either at the same time or over a period of time, with one or more *suppliers*, the expected value of the *goods* and services being procured **must** include the maximum value of all of the *contracts*.
- 9.5 A *procurement* **must** not be divided into separate parts solely for the purpose of avoiding a relevant *procurement threshold*.
- 9.6 When the maximum value of a *procurement* over its entire duration cannot be estimated the *procurement* **must** be treated as being valued above the relevant *procurement threshold*.

Procurement thresholds

- 9.7 When the expected value of a *procurement* is at or above the relevant *procurement threshold* and an exemption in Appendix A is not applied, the rules in Division 2 **must** also be followed. The *procurement thresholds* (including GST) are:
- for *non-corporate Commonwealth entities*, other than for *procurements of construction services*, the *procurement threshold* is \$80,000;
 - for prescribed *corporate Commonwealth entities*, other than for *procurements of construction services*, the *procurement threshold* is \$400,000; or
 - for *procurements of construction services by relevant entities*, the *procurement threshold* is \$7.5 million.

Procurement methods

Method 1 – Open tender

- 9.8 *Open tender* involves publishing an *open approach to market* and inviting *submissions*. This includes *multi-stage procurements*, provided the first stage is an *open approach to market*.

Method 2 – Limited tender

- 9.9 *Limited tender* involves a *relevant entity* approaching one or more *potential suppliers* to make *submissions*, when the process does not meet the rules for *open tender*.
- 9.10 For *procurements* at or above the relevant *procurement threshold*, *limited tender* can only be conducted in accordance with paragraph 10.3, or when a *procurement* is exempt as detailed in Appendix A.
- 9.11 When conducting a limited tender in accordance with paragraph 9.10, the relevant exemption or limited tender condition **must** be reported on AusTender.

Procurement from existing arrangements

Procurements from standing offers

- 9.12 *Procurements* from an existing *standing offer* are not subject to the rules in Division 2 of these CPRs. However, these procurements **must** comply with the rules in Division 1.
- 9.13 *Officials* should report the original *procurement* method used to establish the *standing offer* when they report procurements from *standing offers*.

Division 2: Additional rules for procurements at or above the relevant procurement threshold

10. Additional rules

- 10.1 The rules set out in Division 2 are additional to those in Division 1 and **must** not be interpreted or applied in a manner that diminishes or negates Division 1.
- 10.2 A *procurement*, except a *procurement* that is specifically exempt in accordance with Appendix A, is subject to the rules contained in Division 2 if the expected value of the *procurement* is at, or above, the relevant *procurement threshold*.

Conditions for limited tender

- 10.3 A *relevant entity* **must** only conduct a *procurement* at or above the relevant *procurement threshold* through *limited tender* in the following circumstances:
- a. when, in response to an *open approach to market*
 - i. no *submissions*, or no *submissions* that represented value for money, were received,
 - ii. no *submissions* that met the *minimum content and format requirements* for *submission* as stated in the *request documentation* were received, or
 - iii. no *tenderers* satisfied the *conditions for participation*,
and the *relevant entity* does not substantially modify the essential requirements of the *procurement*; or
 - b. when, for reasons of extreme urgency brought about by events unforeseen by the *relevant entity*, the *goods* and *services* could not be obtained in time under *open tender*; or
 - c. for *procurements* made under exceptionally advantageous conditions that arise only in the very short term, such as from unusual disposals, unsolicited innovative proposals, liquidation, bankruptcy, or receivership, and which are not routine *procurement* from regular *suppliers*; or
 - d. when the *goods* and *services* can be supplied only by a particular business and there is no reasonable alternative or substitute for one of the following reasons
 - i. the requirement is for works of art,
 - ii. to protect patents, copyrights, or other exclusive rights, or proprietary information, or
 - iii. due to an absence of competition for technical reasons; or

- e. for additional deliveries of *goods* and services by the original *supplier* or authorised representative that are intended either as replacement parts, extensions, or continuing services for existing equipment, software, services, or installations, when a change of *supplier* would compel the *relevant entity* to procure *goods* and services that do not meet requirements for compatibility with existing equipment or services; or
 - f. for *procurements* in a *commodity market*; or
 - g. when a *relevant entity* procures a prototype or a first good or service that is intended for limited trial or that is developed at the *relevant entity's* request in the course of, and for, a particular *contract* for research, experiment, study, or original development; or
 - h. in the case of a *contract* awarded to the winner of a design contest, provided that
 - i. the contest has been organised in a manner that is consistent with these CPRs, and
 - ii. the contest is judged by an independent jury with a view to a design *contract* being awarded to the winner.
- 10.4 A *procurement* at or above the relevant *procurement threshold* conducted by *limited tender* is not required to meet the rules in paragraphs 10.6 - 10.8 (*Request documentation*), 10.20 - 10.31 (Minimum time limits), or 10.35 (*Awarding contracts*).
- 10.5 In accordance with the general rules for accountability set out in these CPRs, for each *contract* awarded through *limited tender*, an **official must** prepare and appropriately file within the *relevant entity's* records management system a written report that includes:
- a. the value and type of *goods* and services procured;
 - b. a statement indicating the circumstances and conditions that justified the use of *limited tender*; and
 - c. a record demonstrating how the *procurement* represented value for money in the circumstances.

Request documentation

- 10.6 **Request documentation must** include a complete description of:
- a. the *procurement*, including the nature, scope and the quantity of the *goods* and services to be procured or, where the quantity is not known, the estimated quantity, and any requirements to be fulfilled, including any technical *specifications*, conformity certification, plans, drawings, or instructional materials;
 - b. any *conditions for participation*, including any financial guarantees, information and documents that *potential suppliers* are required to submit;
 - c. any *minimum content and format requirements*;
 - d. *evaluation criteria* to be considered in assessing *submissions* and, if applicable to the evaluation, the relative importance of those criteria;
 - e. any dates for the delivery of *goods* or supply of services, taking into account the complexity of the *procurement*; and

- f. any other terms or conditions relevant to the evaluation of *submissions*.
- 10.7 However, *relevant entities* are not obligated to release confidential information, information sensitive to essential security or information that may impede competition.
- 10.8 *Relevant entities must* ensure that *potential suppliers* and *tenderers* are dealt with fairly and in a non-discriminatory manner when providing information leading to, or following, an *approach to market*. *Relevant entities must* promptly reply to any reasonable request from a *potential supplier* for relevant information about a *procurement*, and when responding to such enquiries *must* avoid a *potential supplier*, or group of *potential suppliers*, gaining an unfair advantage in a competitive procurement process.

Specifications

- 10.9 A *relevant entity must* not use *specifications* or prescribe any conformity assessment procedure in order to create an unnecessary obstacle to trade.
- 10.10 In prescribing specifications for *goods* and services, a *relevant entity must*, where appropriate:
- set out the *specifications* in terms of performance and functional requirements; and
 - base technical *specifications* on international *standards*, when they exist and apply to the relevant *procurement*, except when the use of international *standards* would fail to meet the *relevant entity's* requirements.
- 10.11 Where an Australian *standard* is applicable for *goods* or services being procured, tender responses *must* demonstrate the capability to meet the Australian *standard*, and *contracts must* contain evidence of the applicable *standards* (see paragraph 7.26).
- 10.12 A *specification must* not require or refer to a particular trademark or trade name, patent, copyright, design or type, specific origin, producer, or *supplier*, unless there is no other sufficiently precise or intelligible way of describing the requirement. In an exceptional circumstance when this type of *specification* is used, words such as 'or equivalent' *must* be included in the *specification*.
- 10.13 A *relevant entity* may conduct market research and other activities in developing *specifications* for a particular *procurement* and allow a *supplier* that has been engaged to provide those services to participate in *procurements* related to those services. *Relevant entities must* ensure that such a *supplier* will not have an unfair advantage over other *potential suppliers*.

Modification of evaluation criteria or specifications

- 10.14 When, during the course of a *procurement*, a *relevant entity* modifies the *evaluation criteria* or *specifications* set out in an *approach to market* or in *request documentation*, or amends or reissues an *approach to market* or *request documentation*, it *must* transmit all modifications or amended or reissued documents:

- a. to all the *potential suppliers* that are participating at the time the information is amended, if known, and, in all other cases, in the same manner as the original information; and
- b. in adequate time to allow *potential suppliers* to modify and re-lodge their *submissions*, if required.

Conditions for participation

- 10.15 *Relevant entities* may specify *conditions for participation* that *potential suppliers* **must** be able to demonstrate compliance with in order to participate in a *procurement* or, if applicable, class of *procurement*. *Conditions for participation* **must** be limited to those that will ensure that a *potential supplier* has the legal, commercial, technical and financial abilities to fulfil the requirements of the *procurement*.
- 10.16 *Conditions for participation* may require relevant prior experience when that experience is essential to meet the requirements of the *procurement* but **must** not specify, as a requirement, that *potential suppliers* have previous experience with the *relevant entity* or with the Australian Government or in a particular location.
- 10.17 In assessing whether a *tenderer* satisfies the *conditions for participation*, a *relevant entity* **must**:
- a. evaluate financial, commercial, and technical abilities on the basis of the *tenderer's* business activities, wherever they have occurred; and
 - b. base its determination solely on the *conditions for participation* that the *relevant entity* has specified in either the *approach to market* or the *request documentation*.
- 10.18 A *relevant entity* may exclude a *tenderer* on grounds such as bankruptcy, insolvency, false declarations, or significant deficiencies in performance of any substantive requirement or obligation under a prior *contract*.
- 10.19 *Officials* **must** make reasonable enquiries that the *procurement* is carried out considering relevant regulations and/or regulatory frameworks, including but not limited to *tenderers'* practices regarding:
- a. labour regulations, including ethical employment practices;
 - b. workplace health and safety; and
 - c. environmental impacts.

Minimum time limits

- 10.20 *Potential suppliers* **must** be required to lodge *submissions* in accordance with a common deadline.
- 10.21 *Relevant entities* **must** provide sufficient time for *potential suppliers* to prepare and lodge *submissions* in response to an *approach to market*. Time limits discussed in this section represent minimum time limits to lodge *submissions* and should not be treated as default time limits.

- 10.22 The time limit for *potential suppliers* to lodge a *submission* **must** be at least 25 *days* from the date and time that a *relevant entity* publishes an *approach to market* for an *open tender*.
- 10.23 The 25 *day* period referred to in paragraph 10.22 **must** be extended by five *days* for each of the following circumstances:
- a. when a *relevant entity* does not make *request documentation* available electronically from the date that a *relevant entity* publishes an *approach to market*; and/or
 - b. when a *relevant entity* does not accept *submissions* electronically.
- 10.24 A *relevant entity* may establish a time limit that is less than 25 *days* but no less than 10 *days* under the following circumstances:
- a. when the *relevant entity* has published details of the *procurement* in an *annual procurement plan* on *AusTender*, at least 40 *days* and not more than 12 months in advance, and those details include a description of the *procurement*, the timing of the *approach to market* and the procedure to obtain *request documentation*;
 - b. when the *relevant entity* procures *commercial goods and services* (unless the *relevant entity* does not accept the *submissions* electronically, in which case the minimum time limit must be no less than 13 *days*); or
 - c. when a genuine state of urgency renders the normal time limit impracticable.
- 10.25 In the case of a *multi-stage procurement*, each *approach to market* **must** comply with the time limits stated in paragraph 10.22 - 10.24.
- 10.26 When a *relevant entity* intends to specify *conditions for participation* that require *potential suppliers* to undertake a separate registration procedure, the *relevant entity* **must** state the time limit for responding to the registration in the *approach to market*. Any such *conditions for participation* **must** be published in sufficient time to enable all *potential suppliers* to complete the registration procedures within the time limit for the *procurement*.
- 10.27 When a *relevant entity* extends the time limit for registration or *submission*, or when negotiations are terminated and *potential suppliers* are permitted to lodge new *submissions*, the new time limit **must** apply equitably.

Late submissions

- 10.28 Late *submissions* **must** not be accepted unless the *submission* is late as a consequence of mishandling by the *relevant entity*. A *relevant entity* **must** not penalise any *potential supplier* whose *submission* is received after the specified deadline if the delay is due solely to mishandling by the *relevant entity*.
- 10.29 *Relevant entity* mishandling does not include mishandling by a courier or mail service provider engaged by a *potential supplier* to deliver a *submission*. It is the responsibility of the *potential supplier* to ensure that the *submission* is dispatched in sufficient time for it to be received by the *relevant entity* by the deadline.
- 10.30 Late *submissions* should be returned unopened to the *potential supplier* who submitted them, to:

- a. ensure that they are not evaluated or compared with *submissions* which were submitted by the due time and date;
- b. demonstrate to other *tenderers* that the process for receiving submissions is fair and impartial; and
- c. eliminate scope for any suggestion that the *submission* was rejected for any reason other than because it was late.

10.31 It may be necessary to open a late *submission* if there is no return address or any indication of which *approach to market* the *submission* relates. When a *submission* has been opened under such circumstances the *potential supplier* should be advised that the *submission* was rejected due to lateness and advised of the reason it was opened.

Receipt and opening of submissions

- 10.32 Procedures to receive and open *submissions* **must** guarantee fairness and impartiality and **must** ensure that *submissions* are treated in confidence.
- 10.33 When a *relevant entity* provides *tenderers* with opportunities to correct unintentional errors of form between the opening of *submissions* and any decision, the *relevant entity* **must** provide the opportunity equitably to all *tenderers*.
- 10.34 Further consideration **must** be given only to *submissions* that meet *minimum content and format requirements*.

Awarding contracts

- 10.35 Unless a *relevant entity* determines that it is not in the public interest to award a *contract*⁸, it **must** award a *contract* to the *tenderer* that the *relevant entity* has determined:
- a. satisfies the *conditions for participation*;
 - b. is fully capable of undertaking the *contract*; and
 - c. will provide the best value for money, in accordance with the essential requirements and *evaluation criteria* specified in the *approach to market* and *request documentation*.
- 10.36 A *relevant entity* **must** not use options, cancel a *procurement*, or terminate or modify an awarded *contract*, so as to avoid the rules of Division 2 of these CPRs.

⁸ Public interest grounds generally arise in response to unforeseen events or new information that materially affects the objectives or reasons underlying the original procurement requirement as specified in the request document.

Appendix A: Exemptions

Procurements of the following kinds of *goods* and services are exempt from the rules of Division 2 of the CPRs, and from paragraphs 4.7, 4.8 and 7.26 of Division 1:

1. *procurement* (including leasing) of land, existing buildings or other immovable property or any associated rights (note: the *procurement* of *construction services* is not exempt);
2. *procurement* of *goods* and services from another *Commonwealth entity*, or a state, territory or local government entity;
3. *procurements* funded by international grants, loans or other assistance, when the provision of such assistance is subject to conditions inconsistent with this document;
4. *procurements* funded by grants and sponsorship payments from non-Commonwealth entities;
5. *procurement* for the direct purpose of providing foreign assistance;
6. *procurement* of *research and development* services, but not the *procurement* of inputs to *research and development*;
7. the engagement of an expert or neutral person, including engaging counsel or barristers, for any current or anticipated litigation or dispute;
8. *procurement* of *goods* and services (including construction) outside Australian territory, for consumption outside Australian territory;
9. acquisition of fiscal agency or depository services, liquidation and management services for regulated financial institutions, and sale and distribution services for government debt;
10. *procurement* by the Future Fund Management Agency of investment management, investment advisory, or master custody and safekeeping services for the purposes of managing and investing the assets of the Future Fund;
11. *procurement* of blood plasma products or plasma fractionation services;
12. *procurement* of government advertising services⁹;
13. *procurement* of *goods* and services by, or on behalf of, the Defence Intelligence Organisation, the Australian Signals Directorate, or the Australian Geospatial-Intelligence Organisation;
14. *contracts for labour hire*;
15. *procurement* of *goods* and services from a business that primarily exists to provide the services of persons with a disability; and
16. *procurement* of *goods* and services from an *SME* with at least 50 per cent Indigenous ownership.

⁹ This includes information and advertising services for the development and implementation of information and advertising campaigns.

Appendix B: Definitions

The following definitions apply for the purposes of these CPRs:

Accountable Authority – as defined in section 8 of the PGPA Act.

Annual procurement plan – a document published on *AusTender* through which *relevant entities* provide a short summary of their strategic *procurement* outlook for the coming year and information on significant *procurements* they plan to undertake.

Approach to market – any notice inviting *potential suppliers* to participate in a *procurement* which may include a request for tender, request for quote, request for expression of interest, request for information or request for proposal.

Note: the acronym ‘ATM’ is used on *AusTender* and other *procurement* documents to reference an *approach to market*.

AusTender – the central web-based facility for the publication of Australian Government procurement information, including business opportunities, *annual procurement plans* and *contracts* awarded.

Commercial goods and services – commercial *goods* and services are of a type that are offered for sale to, and routinely purchased by, non-government buyers for non-government purposes, including any modifications common in the commercial marketplace and any minor modifications not common in the commercial marketplace.

Commodity market – a recognised exchange dealing in generic, largely unprocessed, *goods* that can be processed and resold.

Commonwealth entity – as defined in section 8 of the PGPA Act.

Conditions for participation – minimum conditions that *potential suppliers must* demonstrate compliance with, in order to participate in a *procurement* process or for *submissions* to be considered. This may include a requirement to undertake an accreditation or validation procedure.

Construction services – *procurements* related to the construction of buildings and *procurements* of works as defined by the *Public Works Committee Act 1969*.

Contract – an arrangement, as defined by section 23(2) of the PGPA Act, for the *procurement* of *goods* and/or services under which *relevant money* is payable or may become payable. Note: this includes *standing offers* and panels.

Contracts for labour hire – a *contract* under which a *relevant entity* engages an individual to provide labour, when the individual is engaged either directly or through a firm which primarily exists to provide the services of only that individual. This includes the appointment of an eminent individual to a special role by an *Accountable Authority*, or the appointment of a person or persons by an *Accountable Authority* to a governance committee (for example, an audit committee, ethics committee or steering committee), but does not include the engagement of consultants.

Corporate Commonwealth entities – as defined in section 8 of the PGPA Act.

Days – means calendar *days*.

End date (in a contract) – can be defined by reference to a specific date or by reference to a specific event.

Evaluation criteria – the criteria that are used to evaluate the compliance and/or relative ranking of *submissions*. *Evaluation criteria* **must** be clearly stated in the *request documentation*.

Goods – every type of right, interest or thing which is legally capable of being owned. This includes, but is not restricted to, physical *goods* and real property as well as intangibles such as intellectual property, *contract* options and goodwill.

GST – The Goods and Services Tax, as defined by the *A New Tax System (Goods and Services Tax) Act 1999*.

Limited tender – involves a *relevant entity* approaching one or more *potential suppliers* to make *submissions*, when the process does not meet the rules for *open tender*.

Minimum content and format requirements – criteria that a *tenderer's submission* is required to meet, when responding to an *approach to market*, to be eligible for further consideration in a *procurement* process.

Multi-stage procurement – involves an initial *approach to market* followed by one or more subsequent *approaches to market* (for example, inviting expressions of interest followed by a request for tender).

Non-corporate Commonwealth entities – as defined in section 8 of the PGPA Act.

Officials – as defined in section 8 of the PGPA Act.

Open approach to market – any notice inviting all *potential suppliers* to participate in a *procurement* which may include a request for tender, request for quote, request for expression of interest, request for information and request for proposal.

Open tender – involves publishing an *open approach to market* and inviting *submissions*. This includes *multi-stage procurements*, provided the first stage is an *open approach to market*.

Potential supplier – an entity or person who may respond to an *approach to market*.

Procurement – refer to paragraphs 2.7 to 2.9.

Procurement thresholds – refer to paragraph 9.7.

Public resources – as defined in section 8 of the PGPA Act.

Relevant money – as defined in section 8 of the PGPA Act.

Relevant entity – *non-corporate Commonwealth entities* and prescribed *corporate Commonwealth entities* (listed in section 30 of the PGPA Rule) that **must** comply with the CPRs when performing duties related to *procurement*.

Reporting thresholds – refer to paragraph 7.19.

Request documentation – documentation provided to *potential suppliers* to enable them to understand and assess the requirements of the procuring *relevant entity* and to prepare

appropriate and responsive *submissions*. This general term includes documentation for expressions of interest, *open tender* and *limited tender*.

Research and development – research is described as systematic enquiry or investigation into a subject in order to discover facts or principles. Research includes surveys, market research, scientific research and educational research. Development applies to the function of creating/producing new and improved products, devices, processes or services. Development also extends to design, proof of concept and the production of prototypes.

Small and Medium Enterprises (SMEs) – an Australian or New Zealand firm with fewer than 200 full-time equivalent employees.

Specification – a description of the features of the *goods* and services to be procured.

Standards – means a document approved by a recognised body such as Standards Australia, the International Organization for Standardization, the International Electrotechnical Commission or the International Telecommunication Union that provides for common and repeated use, rules, guidelines or characteristics for *goods* or services, or related processes and production methods, with which compliance is not mandatory, unless the *goods* or services are subject to regulation by government.

Standing offer – an arrangement setting out the terms and conditions, including a basis for pricing, under which a *supplier* agrees to supply specified *goods* and services to a *relevant entity* for a specified period.

Submission – any formally submitted response from a *potential supplier* to an *approach to market*. *Submissions* may include tenders, responses to expressions of interest or responses to request for quote.

Supplier – an entity or person who has entered into a *contract* with the Commonwealth.

Tenderer – an entity or person who has responded with a *submission* to an *approach to market*.

myWorkplace Procurement Solution Delegates Guide

Version 1

This user guide is to assist delegates in approving procurements in the system.

Introduction

The myWorkplace Procurement Solution facilitates an online method of approval for procurements. Procurements valued at or above \$10,000 must be approved via the system. This incorporates necessary approvals under section 23(3) of the Public Governance, Performance and Accountability Act and limited tender approval. The sections below outline the key considerations that delegates must make under each of these approvals, and a step by step guide to approving or rejecting in the myWorkplace Procurement Solution.

Section 15 of the Public Governance, Performance and Accountability Act

15 Duty to govern the Commonwealth entity

- 1) The accountable authority of a Commonwealth entity must govern the entity in a way that:
 - a. promotes the proper use and management of public resources for which the authority is responsible; and
 - b. promotes the achievement of the purposes of the entity; and
 - c. promotes the financial sustainability of the entity.
- 2) In making decisions for the purposes of subsection (1), the accountable authority must take into account the effect of those decisions on public resources generally.

Section 23 of the Public Governance, Performance and Accountability Act

23 Power in relation to arrangements and commitments

- 1) The accountable authority of a non-corporate Commonwealth entity may, on behalf of the Commonwealth:
 - a. enter into arrangements relating to the affairs of the entity; and
 - b. vary and administer those arrangements.
- 2) An arrangement includes a contract, agreement, deed or understanding.
- 3) The accountable authority of a non-corporate Commonwealth entity may, on behalf of the Commonwealth, approve a commitment of relevant money for which the accountable authority is responsible.

Section 110 of the Public Governance, Performance and Accountability (PGPA) Act allows the Accountable Authority of an entity (our Secretary) to delegate certain powers, functions or duties under the Act to officials within their entity.

The Secretary has delegated his powers under section 23 of the PGPA Act to various officials within the Department in accordance with the [Accountable Authority Delegations](#).

Limited Tender

Limited tendering for procurements valued at or above the relevant threshold (\$80,000 for goods or services or \$7.5 million for construction services) is permitted only in a limited set of circumstances. In accordance with the Commonwealth Procurement Rules (CPRs) limited tendering for procurements above the threshold is only permitted if:

- the procurement meets one of the exemptions from Division 2 specified in Appendix A of the CPRs; or
- the procurement meets one of the conditions for limited tendering as outlined in section 10.3 of the CPR's.

When seeking approval for a limited tender at or above the threshold, the procurement officer must document in the Approval Form how the procurement meets the relevant condition or exemption. This

explanation should be thorough, and should outline in detail how the relevant condition or exemption applies.

Even if a procurement may be legitimately exempt from Division 2 of the CPRs or meet one of the conditions for limited tendering, it must still comply with the principles in Division 1 of the CPRs. This means that it must still achieve value for money. Value for money is enhanced by competition, and in a limited tender process this is typically achieved through seeking multiple quotes.

Approving or Rejecting an Approval Form in myWorkplace

When a user sends an Approval Form to you as a delegate you will receive an automatic system generated workflow email notifying you that there is an Approval Form in the system awaiting your action.

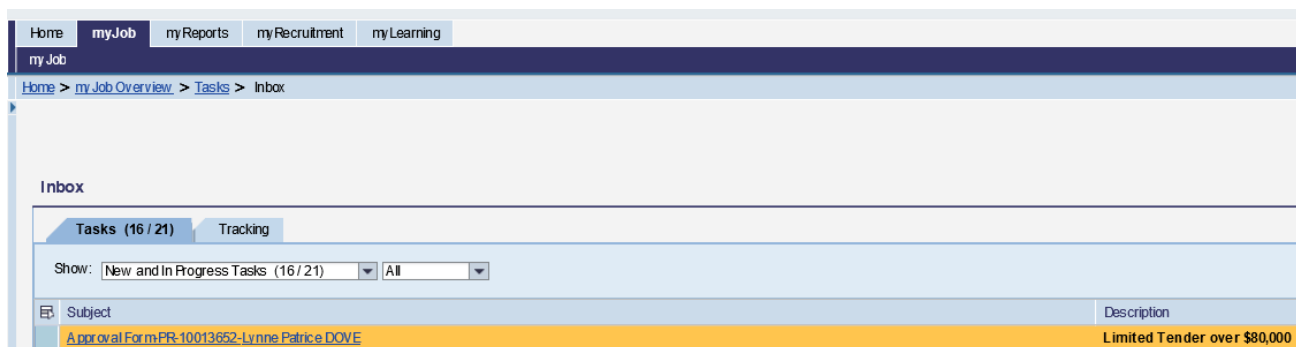
To access the Approval form click the link in your email, or:

1. Open the **myWorkplace** System.
2. Click on the **myJob** Tab



3. Click on the **Tasks** link.
4. Click on the **Inbox** link.

The Approval Form should show up in your list of tasks in the inbox. Click on the link to open the form.



When you approve an Approval Form in the myWorkplace Procurement Solution you are giving your approval under section 23(3) of the PGPA Act. The onus is on you as the delegate to perform reasonable enquiries commensurate with the scale, scope and risk profile of the procurement.

Some of the enquiries and considerations that the delegate must make prior to approving a procurement under section 23(3) include:

- **Ensuring that the most appropriate procurement process is being undertaken:**
 - Is there a mandatory whole of government arrangement that exists for the goods and/or services required? Have we considered the use of Indigenous suppliers? Is there a panel

that exists within this Department that could be utilised? Is there a panel in place by another agency that allows for multi-agency access or piggybacking that could be utilised? If the procurement is a limited tender valued at or above the threshold has the process been appropriately justified in accordance with the CPRs?

- **Ensuring that the procurement need is justified:**
 - Based on the justification information provided in the Approval Form the delegate should have a clear understanding of why the goods and/or services are required and how they support the core outcomes of the Department. If the procurement is high value or high risk, it is sound practice to complete a formal procurement plan.
- **Ensuring that risk and probity have been adequately considered:**
 - Should a formal risk management plan be developed for the procurement given the value, scale, and risk profile of the procurement? For high value or high risk procurements a formal risk assessment is highly recommended, and for open tender procurements valued at or above \$500,000 a probity plan is mandatory.
- **Ensuring that the procurement process represents value for money:**
 - In determining value for money you should be considering any relevant financial and non-financial information including, but not limited to:
 - fitness for purpose;
 - the quality of the services on offer;
 - the supplier's expertise, experience and performance history (if known);
 - the flexibility of the proposal (if required);
 - delivery timeframes;
 - an analysis of whole of life costs; and
 - any relevant pre-existing knowledge or expertise the supplier may have in relation to your specific requirement that may save them time in getting up to speed (resulting in cost savings for us).
- **Ensuring that you have sufficient funds available in your budget to cover the whole of life cost of the arrangement:**
 - If sufficient funds are not available you may only approve a commitment of relevant money if you have sought prior approval of the arrangement from either your Executive Director, the Chief Financial Officer, the Chief Operating Officer or the Deputy Secretary (refer to the Accountable Authority Delegations on ENTR for further information).

To approve the Approval Form:

Once you are satisfied that the relevant requirements have been met click on the **Approve Commitment of Relevant Money** button.

Approver details

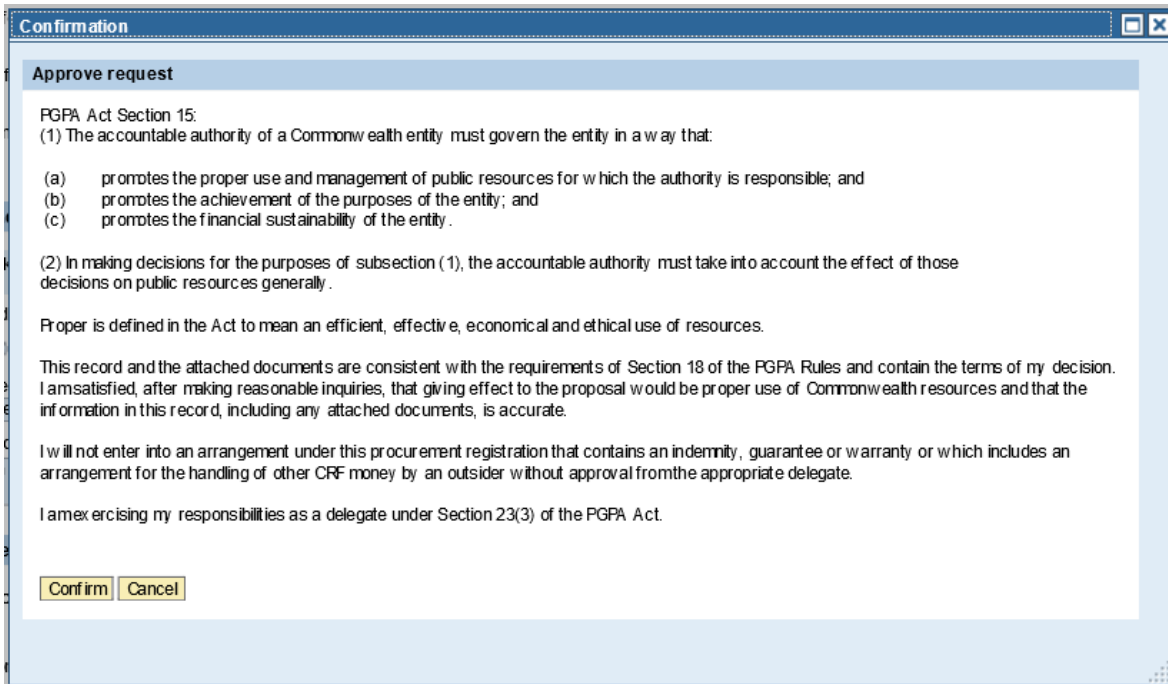
Contact Officer:

Approver: Approval Date:

Approval Comments:

Form actions

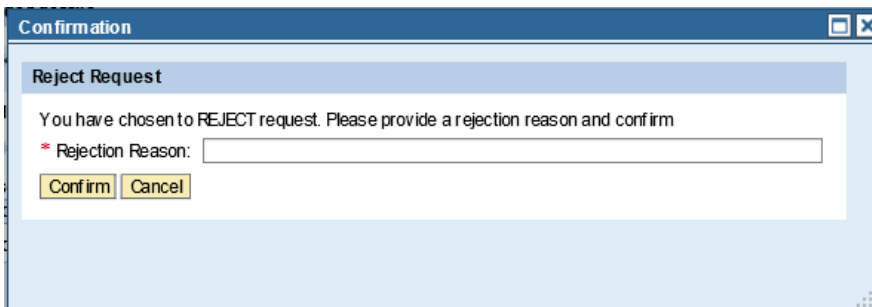
The system will present you with a message confirming that you are giving your approval under section 23(3) and have considered all of the relevant requirements. Click on the **Confirm** button.



To reject the Approval Form:

If you are not satisfied that the relevant requirements have been met then click on the **Reject** button.

A comments box will appear where you can enter in rejection comments which will be sent to the Project Officer to action.



Frequently Asked Questions

1. Do I need to seek additional approval if there are not sufficient funds available in the budget to cover the whole of life cost of the arrangement?

Yes. In accordance with the Accountable Authority Delegations if sufficient funds are not available you may only approve a commitment of relevant money if you have sought prior approval of the arrangement from either your Executive Director, the Chief Financial Officer, the Chief Operating Officer or the Deputy Secretary.

2. When providing delegate approval for a variation do I need to have delegation for the entire new value of the arrangement, or only the variation amount?

When providing delegate approval for a variation you must have appropriate delegation to cover the entire new value of the arrangement. For example, if the original contract value was \$450,000 and the Department is proposing to vary the arrangement to add an additional \$60,000 then you must have the appropriate delegation to approve an arrangement worth \$510,000.

3. Do I have to be a financial delegate to enter into or vary a contract?

A financial delegate may authorise another official to enter into or vary a contract on their behalf, providing that the delegate has approved the commitment of relevant money. Any such authorisation should be recorded in writing on a case by case basis.

4. Where do I find further information on my delegations?

Delegates should refer to the Accountable Authority Delegations, issued by the Secretary. These are available on ENTR under [The Department > Responsibilities and Decision Making > Delegations and Authorisations](#).

More information

For further information or enquiries, please refer to the contacts below:

Procurement Enquiries

Email: Help.Procurement@infrastructure.gov.au

Phone: 02 6274 7144 or x7144

Invoice Enquiries

Email: Help.FinancialOperations@infrastructure.gov.au

Phone: 02 6274 7555 or x7555

System Issues or Enquiries

Email: Help.myWorkplace@infrastructure.gov.au

Phone: 02 6274 6888 or x6888

Cost Center / General Ledger Accounts Enquiries

Email: Help.CorporateAccounting@infrastructure.gov.au

Phone: 02 6274 7017 or x7017

myWorkplace Procurement Solution Cue Card

The myWorkplace Procurement Solution is used to obtain and record financial approvals¹, record and report on agreements between the Department and its suppliers, and raise Purchase Orders. All procurements² valued at or above \$5,000 are required to be processed through this system. This quick reference card summarises the key rules and processes and should be read in conjunction with the myWorkplace Procurement Solution User Guide.

myWorkplace Procurement Solution Registration Process:

The required steps in the myWorkplace Procurement Solution can be separated into the following main components:

Procurement Registration

- Where you record the details of the procurement process and estimated details of the procurement.

Approval Form

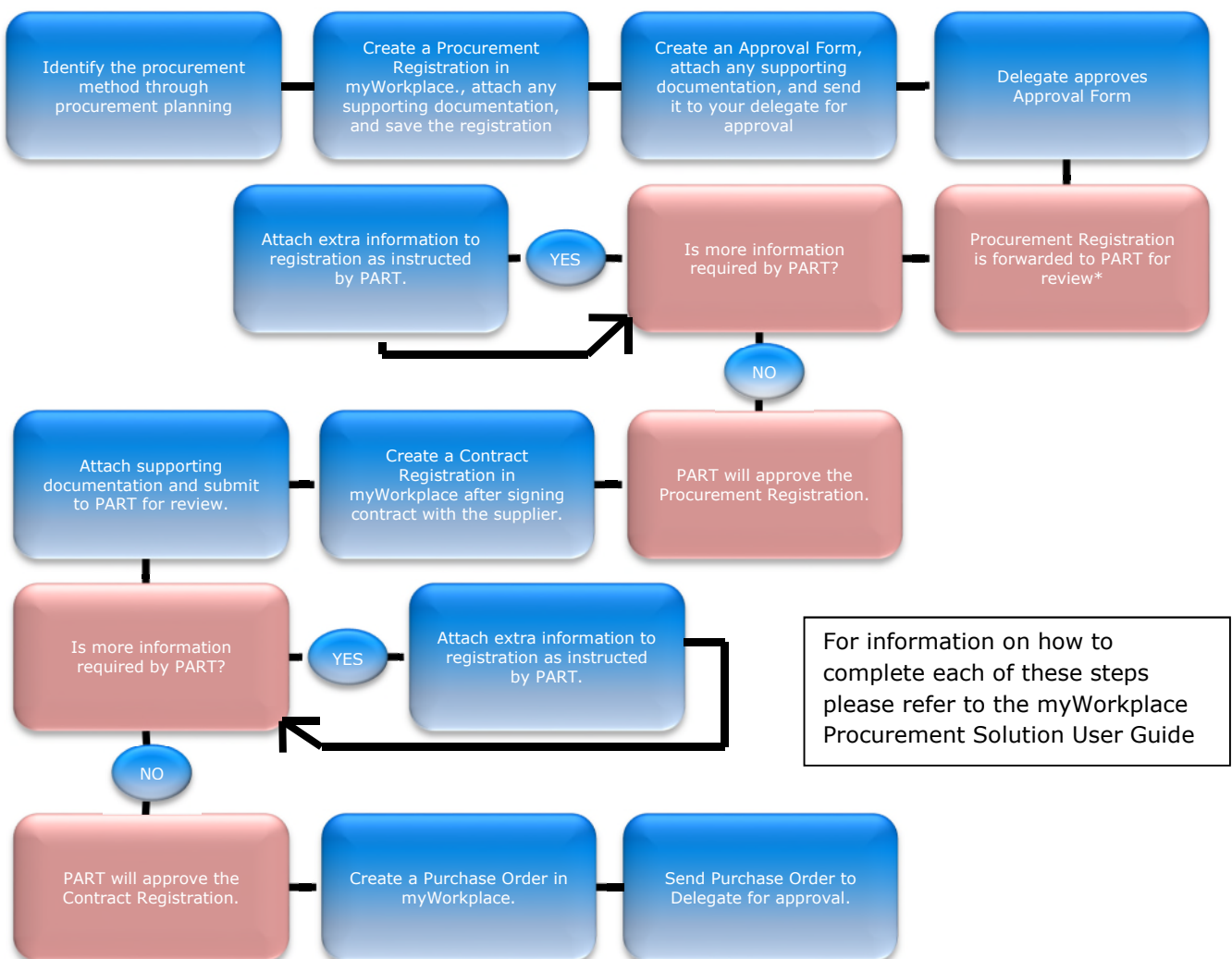
- This form is pre-populated with details that were entered into your procurement registration and, once approved by the delegate, constitutes your financial approval and (if applicable) future year commitment approval.

Contract Registration

- Where you record the details of the agreement that was entered into with the supplier.

Purchase Order

- Where you record the payment details for the supplier.



For information on how to complete each of these steps please refer to the myWorkplace Procurement Solution User Guide

*Procurement Registrations are only forwarded to PART in certain instances. These instances are outlined in the following section 'When are registrations sent to PART for review?'

¹ Financial approval is obtained in accordance with the Public Governance, Performance and Accountability (PGPA) Act. Please refer to the Procurement Manual for more information.

² Procurement relates to the whole process of acquiring goods and services. Please refer to the Procurement Manual for more information.

myWorkplace Procurement Solution Cue Card

When are registrations sent to PART for review?

Procurement Registrations are sent to PART for review if:

- The system has identified the procurement as a potential breach of the Public Governance, Performance and Accountability (PGPA) Act;
- An exception to future year commitment approval was chosen in the Approval Form; or
- The procurement is an open tender valued at or above \$80,000.

Contract/Work Order Registrations are sent to PART for review if:

- The total value entered into the registration is at or above \$10,000, or
- Any of the details in the contract/work order registration (providing the value of the contract registration is at or above \$10,000 in total) have been amended.

All contract registrations with a value of \$10,000 and over are sent to PART for review. They can be blocked by PART if the registration contains any incomplete or inaccurate information:

- If a procurement is from a panel, then it should be registered from the panel in myWorkplace
- Procurement method must be correct
- If consultancy is chosen then it must meet the requirements of the Department of Finance Consultancy Test
- Contract value must match the maximum capped value as stated in the contract; a contingency amount is not acceptable.
- The start date must be the start date of the services as stated in the contract.
- The end date should be the end date of the services as stated in the contract.
- A contract signed by both parties must be attached.
- The description in the gazettal details must be free of personal names, confidential information, acronyms and abbreviations.
- The confidentiality questions in the gazettal details must only be chosen as yes if there are specific confidentiality provisions in the contract.

Searching for registrations in the myWorkplace Procurement System:

To search for a procurement registration, contract/work order registration or purchase order:

- Click on the **myJob** tab
- Click on **Procurements**
- Click on **Maintain/Display Procurement**
- Click on the **Search** button
- Click on the relevant tab at the top (i.e. click on the 'Registrations' tab to search for a Procurement Registration, the 'Contracts' tab to search for a Contract/Work Order Registration, or the 'Purchase Orders' tab to search for a Purchase Order)
- Remove the pre-populated search criteria (i.e. Created From, Created To and Created By details)
- Enter in any relevant search criteria that you think is necessary to narrow down the results and then click on the **Search** button
- The system will now display a list of all registrations/purchase orders that match your criteria
- Select the relevant registration/purchase order from the list and click on **Select** to open it, OR click on the **Previous** button to return to the search screen

Resubmitting a contract/work order registration that has been blocked by PART:

When a contract/work order registration is blocked by PART it will need to be resubmitted for review after the requested changes have been made.

To resubmit a blocked contract/work order registration:

- Search for the contract/work order registration via the **Maintain/Display Procurement** option
- Click on the contract/work order line in the hierarchy on the left hand side and ensure that it is highlighted in orange
- Click on the **Change** button
- Make any necessary changes to the Contract/Work Order Information page or attach any additional documentation (if required)
- Click on the **Review** button
- Make any necessary changes to the Gazettal Details page (if required)
- Click on the **Review** button
- Click on the **Resubmit** button

If a procurement registration is blocked by PART then changes will need to be made to the procurement registration and a new Approval Form will need to be created and approved before the registration will workflow through to PART for review. If you have any questions or require any further information about the procurement process please contact PART on x7144 or at help.procurement@infrastructure.gov.au.

myWorkplace Procurement Solution User Guide

Version 3.2

This user guide is to assist officers in entering procurements into the system

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1. Introduction

Does this document apply?

If the value of your procurement is estimated at \$10,000 or over (GST inclusive), then you will need to use this User Guide to register the procurement through the [myWorkplace Procurement Solution](#). For procurements valued at below \$10,000, a corporate credit may be used or an invoice can be processed through the Paperless Accounts Payable System – for assistance with this please call the Financial Operations Team on 02 6274 7555.

Legislative background

The Department’s procurement activities are governed by the Finance Law Framework, which consists of:

- the *Public Governance, Performance and Accountability (PGPA) Act 2013*
- the *Public Governance, Performance and Accountability (PGPA) Rule 2014*
- the Commonwealth Procurement Rules
- Accountable Authority Instructions and internal policies.

The Accountable Authority Instructions state that officers undertaking a procurement must follow the Procurement Manual, the overarching internal policy document available on the Procurement homepage on ENTR. The Manual outlines the key internal requirements and advises the various templates and guidance documents needed for procurement processes, including:



One of the key requirements outlined in the Manual is to register all purchases valued at \$10,000 or more in the [MyWorkplace Procurement Solution](#). This guide has been created to assist users in the processing of procurements through the SAP system. It is in line with the requirements of the PGPA Act and PGPA Rule and takes into account the Commonwealth Procurement Rules (CPRs).

The Procurement module is a component of the myWorkplace System and is used to obtain and record Procurement approvals, record and report on agreements between the Department and its suppliers, and to raise Purchase Orders.

This user guide should be read in conjunction with the Department’s Accountable Authority Instructions and the information provided on the [Procurement Intranet page](#).

For assistance with:	Contact:
Policy and Process (i.e. procurement and contract management advice, creating a procurement in myWorkplace)	Grants and Procurement (GAP) Team Phone: x7144 Help.Procurement@infrastructure.gov.au
Technical Issues or Queries (i.e. access issues and system errors)	myWorkplace Helpdesk Phone: x6888 (option 1) Help.myWorkplace@infrastructure.gov.au
Paperless Accounts Payable (PAP) or Vendor Maintenance/Creation	Accounts Payable Team Phone: x7555 (option 2) Help.FinancialOperations@infrastructure.gov.au

Procurement Methods:

Open Tender

Open tender involves publishing an open approach to market (on AusTender) and inviting submissions.

Limited Tender

Limited tender involves a relevant entity approaching one or more potential suppliers to make submissions, where the process does not meet the rules for open tender.

For procurements at or above the relevant procurement threshold, limited tender can only be conducted in accordance with paragraph 10.3, or where a procurement is exempt from Division 2 of CPR’s as detailed in Appendix A.

Grants and Procurement Team (GAP) Reviews:

One of GAPs key functions is the management of procurement and contract registrations in the [myWorkplace procurement system](#). This involves ensuring the Department’s procurement processes are compliant with legislation and that the information in the procurement system - which is subsequently reported on AusTender - is accurate.

The below section outlines when procurement registrations are sent to GAP for review and what details GAP checks to ensure appropriate approvals have been provided.

Procurement Registrations will go to GAP for review if:

- The system has identified the procurement as a potential breach of the CPRs (see note below); or
- The procurement is an open tender valued at or above \$80,000.

Contract Registrations will go to GAP for review if:

- The total value entered into the registration is at or above \$10,000, or
- An existing contract registration value is increased by \$10,000 or more.

Please note:

Internal policy requires that procurement approval be sought prior to an arrangement with a supplier being entered into.

Therefore, if the estimated start date in a procurement registration is earlier than the approval date, the system will recognise this as a potential breach and will workflow the procurement registration to GAP for review.

In this instance, GAP may ask if written offline approval was given by the delegate prior to the estimated start date. For an offline approval to be considered sufficient, it must meet the following criteria:



- The approval has been made in writing (can be an email or a minute)
- The delegate has confirmed their approval in writing, before the arrangement was entered into, using words such as "I approve"
- The approval contains a description of the goods and/or services
- The approval contains an estimated total value of all relevant costs of the procurement over its whole life
- The approval contains estimated timeframes
- The approval contains a description of any risks associated with the procurement.

If such an offline approval record exists then it should be attached to the procurement registration. If no offline approval exists, or the documentation provided is insufficient according to the criteria above, then the procurement registration can still be approved by GAP; however, it will be marked as a potential breach and may need to be included in the Department's Compliance Register.

2. Limited Tender under \$80,000

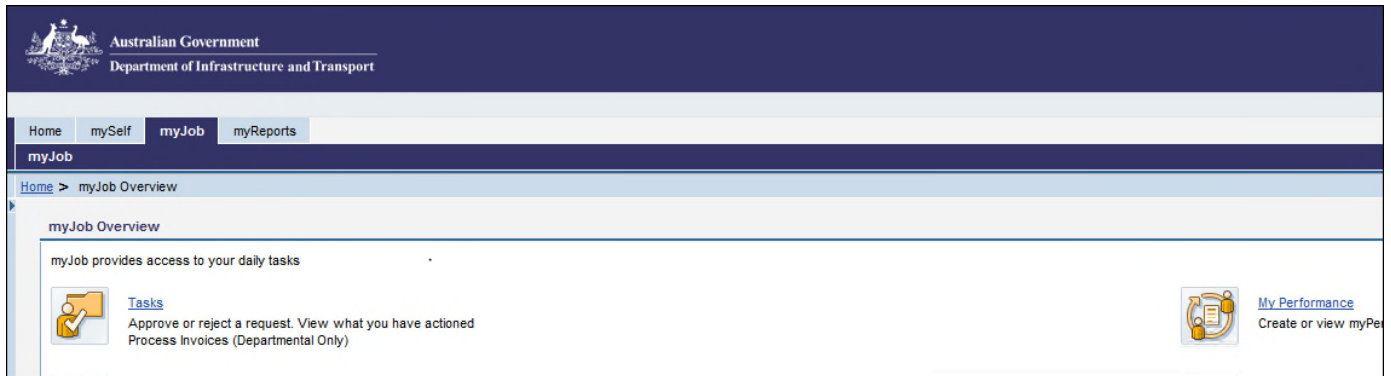
2.1. General notes on Limited Tender under \$80,000

- For documents relating to the Limited Tender process under \$80,000, please refer to the [Simple Procurement – under \\$80,000](#) page on Entr.

2.2. Procurement registration – Limited Tender under \$80,000

2.2.1. How to create the procurement registration

- Open up the **myWorkplace** System.
- Click on the **myJob** Tab



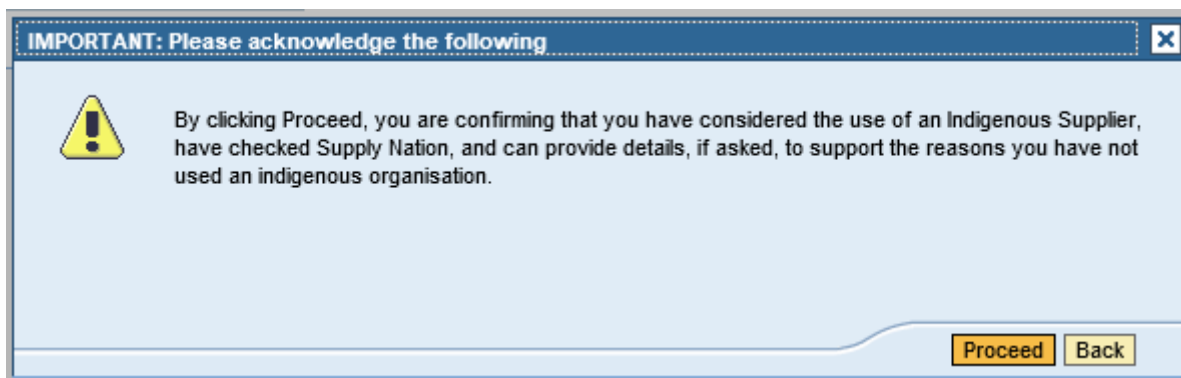
- Click on the **Procurements** link
- Click on the **Raise Procurement** link
- Consider the notes under details and if satisfied click on the **Create** button

[Help](#) [Close](#)

Procurement Hierarchy		Details
Procurement Type	Status	<p>Please consider the following points:</p> <ul style="list-style-type: none">If the procurement you are about to register relates to a Research Project, check the Research Register prior to sourcing a new supplier. There may already have been research undertaken that is available for you to use. For information please click here.The use of Indigenous Businesses must be considered under the Indigenous Procurement Policy. This means Officials are required to check the existence of any indigenous suppliers who may be able to provide the goods or services prior to a general approach to the market. More information can be found at IPP Guidance.
▼ Registrations		
▼ Approval Forms		
▼ Contracts / Work Orders		
▶ Purchase Orders		

[Create](#)

[Exit](#)

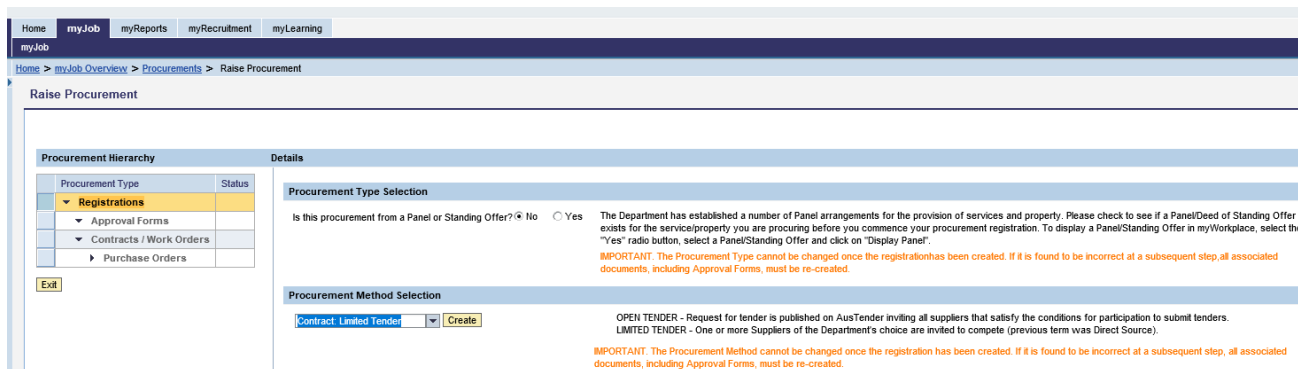


- Confirm that you have considered the use of an Indigenous Supplier, have searched the [Supply Nation](#) website and have documented the outcome of the search.

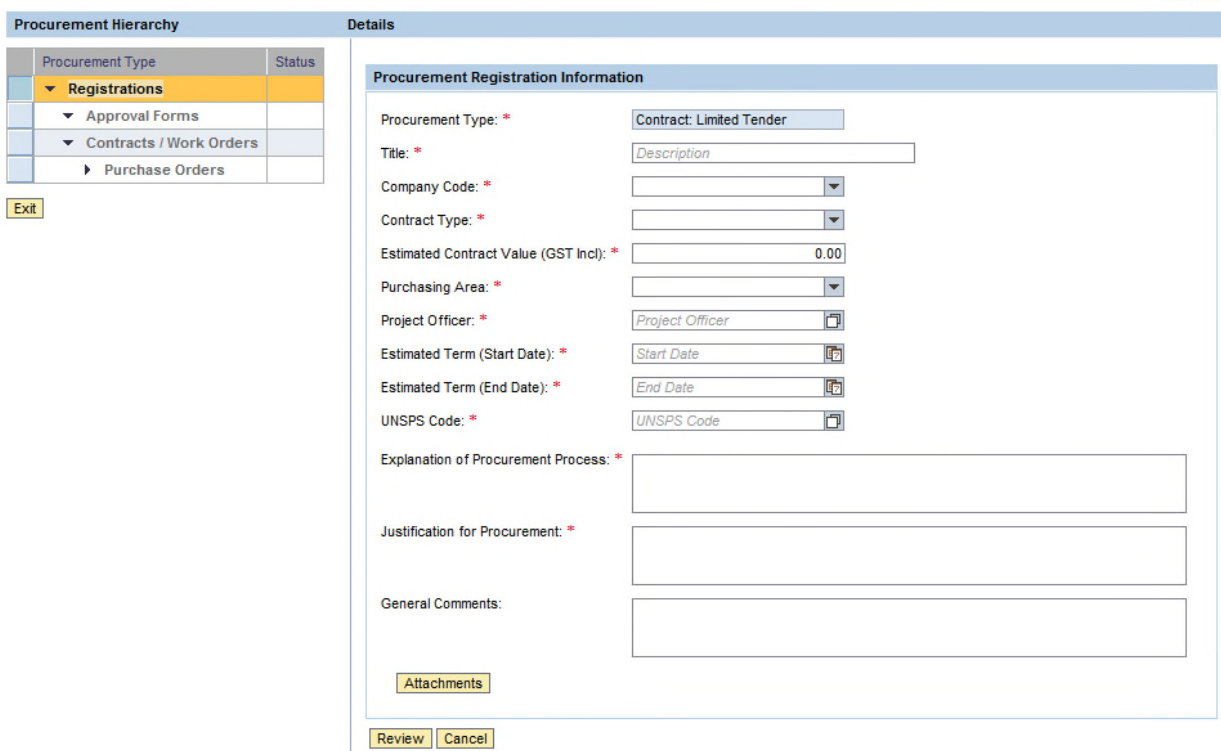
7. Choose the procurement type and method that is to be used for the registration.

To create a limited tender under \$80,000 select '**No**' for the Panel/Standing Offer question, and then select '**Contract: Limited Tender**' from the drop down box.

Click the '**Create**' button and then click '**Confirm**' in the confirmation box to continue.



8. Enter the procurement registration details into the fields provided:

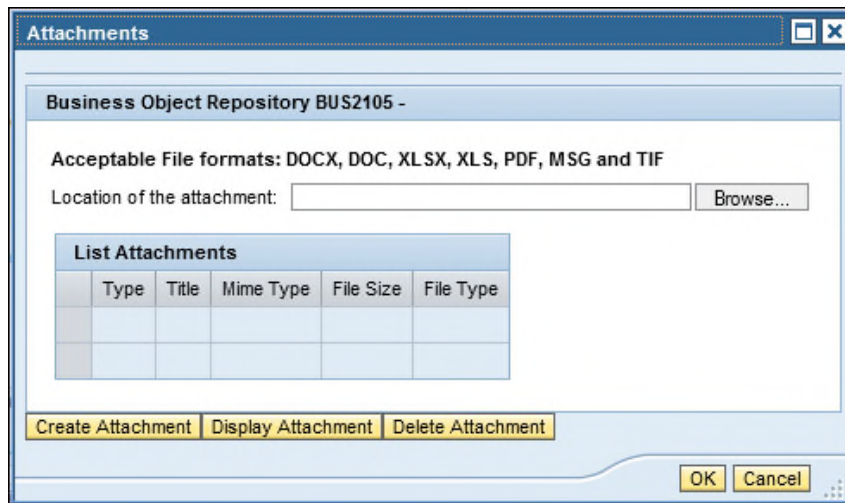


Field	Description
Procurement Type	This field cannot be changed by the user . The information contained here has been pre-populated using the details entered into the previous screen. In this case, it shows that you are creating a registration for a Limited Tender Contract.
Title	Enter a description of the procurement. The description should be short, clear and meaningful.
Company Code	Use the drop down list to select whether the procurement is to be paid from Departmental or Administered funds.

Field	Description
Contract Type	<p>Use the drop down list to select whether the procurement is for Consultancy Services, Contractors, General Goods & Services, or a Memorandum of Understanding.</p> <p><i>Note: This field is critical for reporting purposes; if incorrect then the registration will be blocked by GAP. For help on identifying consultancies please refer to the Guidelines for Identifying Consultancies on the Procurement intranet page, or contact GAP on x7144.</i></p>
Estimated Contract Value	<p>Enter the estimated value of the procurement (GST inclusive). Make sure that the estimated value entered covers the maximum amount that may become payable over the life of the agreement. Include the value of all forms of remuneration, any possible reimbursements, and any taxes and charges that may arise.</p>
Purchasing Area	<p>Use the drop down list to select the area that is responsible for the procurement.</p>
Project Officer	<p>Search for or enter the system user name of the staff member that will be responsible for the procurement process. To search for a name click on the selection icon in the right of the field.</p>
Estimated Start Date	<p>Enter in the estimated start date of the agreement. This is not the start date of the procurement process, but the date that the contract/work order is set to commence.</p> <p>This should be the earlier of either the date the contract will be signed/agreement will be entered into, or the date that the services will commence.</p>
Estimated End Date	<p>Enter in the estimated end date of the agreement.</p>
UNSPS Code	<p>Select the United Nations Standard Products and Services Code (UNSPSC) that best describes the nature of the procurement. This code is a goods and services category code for the contract. Please note that the code you select will categorize your contract on AusTender.</p> <p>There is a list of available UNSPS codes on the Procurement Intranet page.</p>
Explanation of Procurement Process	<p>Provide details of the planned procurement process.</p> <p>For a Limited Tender you should include an explanation outlining why this procurement method was selected. As competition is the best way to achieve value for money according to the CPRs, specify how many quotes are being sought and the justification behind this decision. An approach to only one supplier would require a strong justification outlining why more quotes were not sought.</p> <p>If a panel could have been utilised but wasn't, this field should also contain an explanation as to why the panel wasn't used.</p> <p>The level of detail you consider and how you document this should reflect the size, risk and complexity of the procurement.</p>
Justification for Procurement	<p>This should include a justification outlining the need for the property or services, any related costs, consultation with stakeholders, and details of any risks identified.</p> <p>The level of detail you consider and how you document this should reflect the size, risk and complexity of the procurement.</p>
General Comments	<p>Use this field to provide any additional information about the procurement. If an offline approval was completed and attached to the registration, make a note of that here.</p>

9. Attach any relevant supporting documentation:

- Click on the '**Attachments**' button at the bottom of the screen
- Click the '**Browse**' button, locate the relevant file and click on '**Open**'
- Click on the '**Create Attachment**' button, and the file will be added to your list of attachments.



Documents that may need to be attached for a Limited Tender under \$80,000 include (but are not limited to):

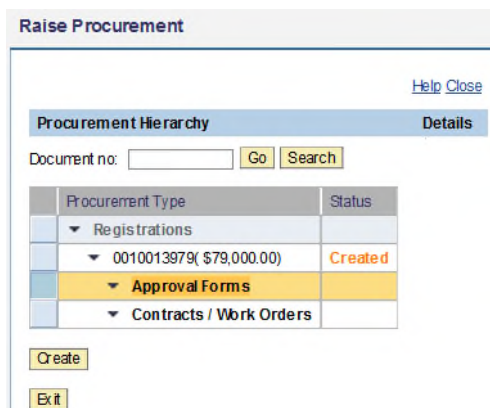
- Any offline procurement approval (if applicable)
- Simple Procurement Plan
- Risk Assessment
- Draft Request for Quote (RFQ)
- Draft Evaluation Plan

To check that the attachment has been uploaded correctly, select the attachment from the list and click on the '**Display Attachment**' button.

Once the attachments are added and all the relevant fields have been filled in, click the '**Review**' button at the bottom of the screen. At this point, the system will notify you if there are any errors in the registration (i.e. fields not filled in). If there are no errors that require correction then click on the '**Save**' button and make a note of the procurement registration number for your records.

2.2.2. Creating a Procurement Approval Form

Click on the '**Approval Forms**' line in the hierarchy on the left hand side and then click on the '**Create**' button. Your approval screen should look similar to this:





Procurement Approval

Background Information

Do you want to provide further background information in addition to below? No Yes

Procurement details

Procurement Registration Number: Description:
 Proposed Contract Start Date: End Date:
 Procurement Method: Company code:
 Estimated Total or Maximum Value (GST Incl): Purchasing Area:

Explanation for Procurement:

Justification for Procurement:

General Comments for Procurement:

Limited Tender details

Please check the [Commonwealth Procurement Rules](#) prior to completing these details.

Is the Limited Tender Exempt from Division 2 of the Commonwealth Procurement Rules?

Yes No

If NO, please provide the limited tender condition

Please provide a statement indicating the circumstances that justifies the use of limited tender and how this represents value for money

Approver details

Contact Officer:

Approver: Approval Date:

[Print](#)

Approval Comments:

[Previous Step](#) [Check](#) [Cancel](#)

Business Object Repository BUS7051 -

Acceptable File formats: DOCX, DOC, XLSX, XLS, PDF, MSG, JPG and TIF

Location of the attachment: [Browse...](#)

List Attachments					
Type	Title	Mime Type	File Size	File Type	

[Create Attachment](#) [Display Attachment](#) [Delete Attachment](#)

If you select 'Yes' to provide further background information, then additional fields will appear under the Background Information section:

Procurement Approval

Background Information

Do you want to provide further background information in addition to below? No Yes

* Subject:

Key Issues:

Sensitivities (if any):

* Background:

Below is a list of fields that may appear in your Approval Form. Enter the relevant details into the fields provided:

Subject	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Provide a subject description here.
Key Issues	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Outline any key issues that may have an impact on the procurement.
Sensitivities (if any)	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Detail any sensitivities relating to the procurement that the delegate needs to be aware of.
Background	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Provide details of any background information that the delegate needs to be aware of.
Procurement Registration Number	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen. If the information contained in this field is incorrect then it must be corrected via the procurement registration screen, and then a new Procurement Approval form needs to be created.

Description	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Proposed Contract Start Date	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
End Date	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Procurement Method	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Company Code	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Estimated Total or Maximum Value (GST Incl)	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Purchasing Area	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Explanation for Procurement	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Justification for Procurement	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
General Comments for Procurement	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Limited Tender Details	The fields here are prefilled and cannot be changed as they apply to limited tender procurements valued \$80,000 or more.
Contact Officer	Enter the name of the staff member that will be responsible for the procurement process.
Approver	Use the drop down list to select an appropriate approver for the Procurement Approval form. This list will only display staff members in the system that have sufficient delegation to approve the Procurement Approval form.
Approval Date	This field cannot be changed by the user; this information will be pre-populated by the system once the delegate has approved the Procurement Approval form.

Attach any relevant supporting documentation for the delegate in the attachments section:

- Click the '**Browse**' button
- Locate the relevant file and click on '**Open**'
- Click on the '**Create Attachment**' button, and the file will be added to your list of attachments.

Once the attachments are added and all the relevant fields have been filled in, click the '**Check**' button. At this point, the system will notify you if there are any errors in the Procurement Approval form (i.e. fields not filled in). If there are no errors that require correction then click on the '**Send**' button and this will send the Procurement Approval form to the delegate's myWorkplace inbox for action. An automated email will also be sent through Outlook to the delegate informing them that there is a Procurement Approval form awaiting their approval in the system.



PLEASE NOTE: Once the Procurement has been approved by the delegate any additional changes to your Procurement Registration will require a new Procurement Approval form to be created and approved before the Procurement Registration is finalised in the system.

2.3. Contract registration – Limited Tender under \$80,000

2.3.1. How to create the contract registration



PLEASE NOTE: Relevant Entities must report contracts and amendments on AusTender within 42-days of entering into (or amending) an agreement if they are valued at or above the \$10,000 reporting threshold. Any breaches of this requirement will be registered in the Departments Compliance Register. In order to ensure that we meet this requirement it is recommended that a contract registration be created in the myWorkplace Procurement System within two-days of an agreement being signed.

To create the contract registration:

1. Open up the **'myWorkplace'** System
2. Click on the **'myJob'** Tab
3. Click on the **Procurements** link
4. Click on the **'Maintain/Display Procurement'** link
5. Enter the Procurement Registration number (1001....) into the **Document no:** field and click on the **'Go'** button
6. Click on the **Contracts/Work Orders** line in the hierarchy on the left hand side, and then click on the **'Create'** button

Procurement Type	Status
▼ Registrations	
▼ 0010016527(\$79,000.00)	Finalised
▼ Approval Forms	
▪ Approval(000400037540)	Approved
▼ Contracts / Work Orders	

7. Enter the contract registration details into the fields provided:

Details

Contract / Work Order No:

Contract / Work Order Information

Procurement Registration No: * Company Code:

* Contract Type: * Contract Category:

* Purchasing Area:

* Project Officer: Janine SIROLA

* Supplier:

* Title:

* Contract Value (GST Incl):

* Start Date:

* End Date:

* Is this procurement for provision of Consultancy Services?:

* Consultancy Engagement Reason:

* Supplier Selection Reason:

General comments:

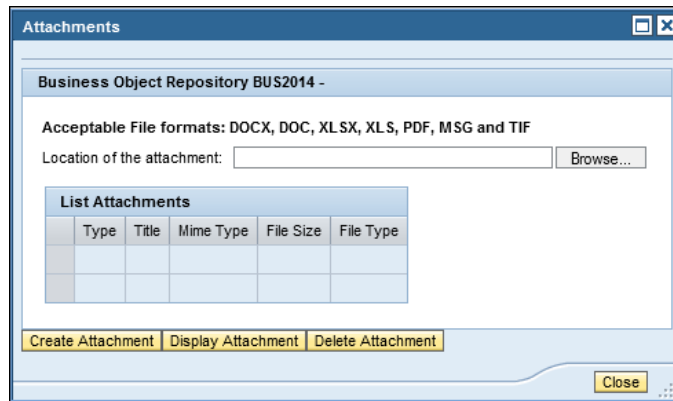
SON Id (PART use only): Date of Agreement (PART):

Field	Description
Contract/Work Order No	This field cannot be changed by the user; the information contained here will be populated by the system once the contract registration has been finalised.
Procurement Registration No	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Company Code	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Contract Type	The information contained here has been pre-populated using the details entered into the procurement registration screen; however, the user in the contract registration can change it. If selecting a consultancy, then the services must meet the definition outlined in <i>Guidelines for Identifying Consultancies</i> , which is available on the Procurement homepage on ENTR.
Contract Category	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Purchasing Area	The information contained here has been pre-populated using the details entered into the procurement registration screen. Unless this information is incorrect, leave it as it appears.
Project Officer	The information contained here has been pre-populated using the details entered into the procurement registration screen. Unless this information is incorrect, leave it as it appears.

Field	Description
Supplier	Enter in or search for the vendor number of the supplier. To search for a vendor click on the selection icon in the right of the field. When selecting the vendor you will need to ensure that the ABN on the contract/work order matches the ABN of the vendor you choose in the system. <i>Note: If the vendor that you need is not listed please contact the Accounts Payable area on x7555 for advice on how to create a new vendor in the system.</i>
Title	The information contained here has been pre-populated using the details entered into the procurement registration screen. Unless this information is incorrect, leave it as it appears.
Contract Value (GST Incl.)	Enter in the total contract value as specified in the signed agreement. This figure should match the figure in the signed agreement exactly and should NOT include any contingencies, buffers or estimated travel expenses (unless a total value for travel expenses has been specified in the agreement).
Start Date	If the contract or work order has a specified start or commencement date, use this date. If there is no specified start date in the contract or work order then you should take the date of signature by the second party to be the start date. If the contract or work order has no specified start date and no date of signature, or there is no written contract, then the date on which goods or services were first delivered would be taken to be the start date.
End Date	If the contract or work order has a specified end date, use this date. If the contract or work order has no specified end date then the date on which goods or services will cease to be delivered would be taken to be the end date
Is this procurement for provision of Consultancy Services?	Use the drop down list to select either Yes or No . <i>Note: This field is critical for reporting purposes, if it's incorrect then the registration will be blocked by GAP. For help on identifying consultancies refer to the Guidelines for Identifying Consultancies located on the Procurement Intranet page, or contact GAP on x7144.</i>
Consultancy Engagement Reason	If No was selected for the previous field then leave this field blank. If Yes was selected for the previous field then use the drop down list to select a relevant reason.
Supplier Selection Reason	Include information on the recommended supplier and how their offer/quote represents value for money. You should specifically include an explanation of the relevant financial and non-financial costs and benefits of the chosen supplier.
General Comments	Include any additional information in this field. This could include things such as contract variation information or contract value calculations.
SON id (GAP Use only)	This field cannot be changed by the user; it is for GAP use only.
Date of Agreement (GAP)	This field cannot be changed by the user; it is for GAP use only.

8. Attach a copy of the fully signed contract/work order/agreement along with any other relevant supporting documentation by doing the following:

- Click on the **Attachments** button at the bottom of the screen
- Click the **Browse** button, locate the relevant file and click on **Open**
- Click on the **Create Attachment** button, and the file will be added to your list of attachments
- Click on the **Ok** button to close out of the Attachments box



9. Click on the **Review** button

10. Review any error messages (if applicable) and make any necessary corrections to the contract registration.

For Contract Registrations with a total value under \$10,000:

The Contract Information screen will now appear in a read only state with four buttons appearing underneath it.

- The **Previous** button will open the fields back up for changes;
- The **Hold** button will save the contract registration, but it will not finalise it;
- The **Cancel** button will cancel the contract registration that has just been created; and
- The **Finalise** button will save the contract registration and finalise it.

For Contract Registrations with a total value at or above \$10,000:

11. If there are no errors, the system will take you to the Gazettal Details page. Update the Contract Gazettal details as required :

Details

Gazettal Details

Guidelines

Commonwealth Procurement Rules require that all procurement agreements (including Standing Offer Arrangements) valued at \$10,000 or more must be published on AusTender (www.tenders.gov.au). Please check to ensure the information is accurate as it will become available for the public to view. The user will be responsible for the accuracy of the information. If you require assistance, contact the Grants and Procurement (GAP) on 6274 7144 or Help.Procurement@infrastructure.gov.au

Blocking Reason

If you believe this Contract should not be published on AusTender, please provide a reason. Note blocked Contracts will be reviewed by the PART.

NOT BLOCKED

Is this procurement for provision of Consultancy Services?

If yes, please provide a reason for engagement:

SON Id:

UNSPS Code: Explosive materials

Planned End Date:

Austender Details

Contact Details:

Contact Description:

Description (remove individual names & politically sensitive details):

Description continued:

Procurement method:

Is the Limited Tender Exempt from Division 2 of the Commonwealth Procurement Rules? Yes No

If NO, please provide the limited tender condition

Does the Contract contain specific confidentiality provision/s protecting information in the contract? No Yes

If yes, please provide a reason for confidentiality:

If reason for confidentiality is "Other" please provide an explanation:

Is the information obtained or generated in performing the contract protected by specific confidentiality provisions No Yes

If yes, please provide a reason for confidentiality:

If reason for confidentiality is "Other" please provide an explanation:

Field	Description
Blocking Reason	If the contract should not be published on AusTender, use the drop down box to select a reason. Please note that a contract can only be blocked from reporting in very limited circumstances and may require the Secretary's approval. Blocked contracts will still be reviewed by GAP.
Is this procurement for the provision of Consultancy Services?	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
If yes, please provide a reason for engagement	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
SON id	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
UNSPS Code	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
Planned end date	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
Contact Details	This field cannot be changed by the user; it is automatically populated by the system.
Contact Description	This field cannot be changed by the user; it is automatically populated by the system.
Description	Enter a description of the Procurement. The description should be short, clear and meaningful to a neutral reader. It should NOT include acronyms, abbreviations, individual's names, or sensitive information. Users should be aware that this information will be publicly released.
Description Continued	If the description is too long to fit in the previous field then continue the description here.
Procurement Method	This field cannot be changed by the user; it is automatically populated by the system.
Is the Limited Tender Exempt from Division 2 of the Commonwealth Procurement Rules?	This field cannot be changed by the user; it is automatically populated by the system.
Does the contract contain specific confidentiality provision/s protecting information in the contract?	If the contract contains a specific confidentiality provision protecting information contained in the contract, select ' Yes '. If it does not contain a specific confidentiality provision protecting information contained in the contract, select ' No '. <i>For help on identifying if your contract contains a specific confidentiality clause please contact GAP on x7144.</i>
If yes, please provide a reason for confidentiality	Use the drop down list to select a reason for confidentiality. If none of the reasons are adequate select ' Other '.
If reason for confidentiality is 'Other' please provide an explanation	If you selected Other in the previous field then provide a reason for confidentiality in this field.

Field	Description
Is the information obtained or generated in performing the contract protected by specific confidentiality provisions?	If the contract contains a specific confidentiality provision protecting information generated in the performance of the contract, select ' Yes '. If it does not contain a specific confidentiality provision protecting information generated in the performance of the contract select ' No '. <i>For help on identifying if your contract contains a specific confidentiality clause please contact GAP on x7144.</i>
If yes, please provide a reason for confidentiality	Use the drop down list to select a reason for confidentiality. If none of the reasons are adequate select ' Other '.
If reason for confidentiality is 'Other' please provide an explanation	If you selected ' Other ' in the previous field then provide a reason for confidentiality in this field.



PLEASE NOTE: The details entered into the contract registration and gazettal information screens must match the details outlined in your signed agreement. If any of the information entered into these fields is incorrect your contract registration will be blocked by GAP.

12. Once all of the fields have been completed click on the '**Review**' button

13. Review any error messages (if applicable) and make any necessary corrections to the contract registration

The Contract Information screen will now appear in a read only state with four buttons appearing underneath it.

- The **Previous** button will take you back to the AusTender details screen;
- The **Hold** button will save the contract registration, but it will hold the registration and it will not submit it to GAP for checking;
- The **Cancel** button will cancel the contract registration that has just been created; and
- The **Finalise** button will save the contract registration and submit it to GAP for review.

3. Limited Tender at or above \$80,000

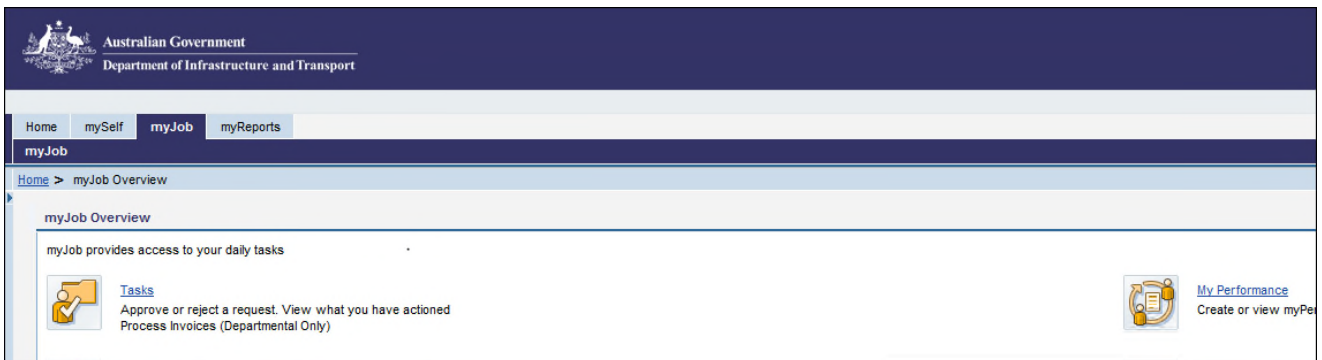
3.1. General notes on Limited Tender at or above \$80,000

- The use of Limited Tendering for procurements at or above the relevant threshold (e.g. procurements at or above \$80,000) is only permitted in the following circumstances:
 - If the procurement is exempt from Division 2 as outlined in Appendix A of the CPRs.
 - If the procurement meets one of the Conditions for Limited Tendering as outlined in section 10.3 of Division 2 of the CPRs.
- For documents relating to the Limited Tender process at or above \$80,000 refer to the [Procurement Entr](#) site.

3.2. Procurement registration – Limited Tender at or above \$80,000

3.2.1. How to create the procurement registration

1. Open up the **myWorkplace** System.
2. Click on the **myJob** Tab



3. Click on the '**Procurements**' link
4. Click on the '**Raise Procurement**' link
5. Consider the notes under details and if satisfied click on the '**Create**' button

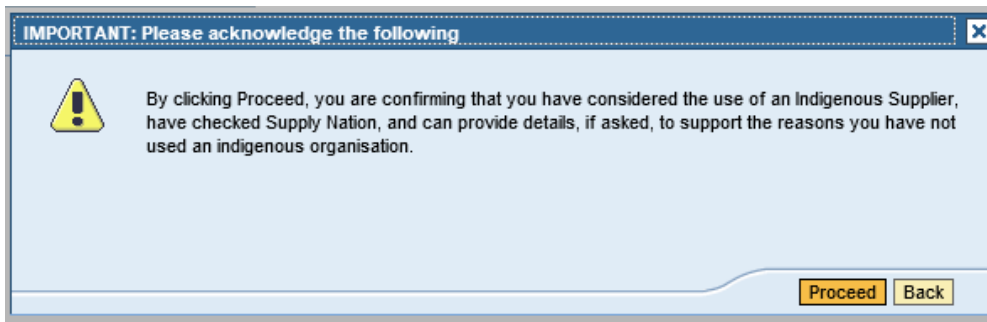
[Help](#) [Close](#)

Procurement Hierarchy		Details
Procurement Type	Status	<p>Please consider the following points:</p> <ul style="list-style-type: none"> ▪ If the procurement you are about to register relates to a Research Project, check the Research Register prior to sourcing a new supplier. There may already have been research undertaken that is available for you to use. For information please click here. ▪ The use of Indigenous Businesses must be considered under the Indigenous Procurement Policy. This means Officials are required to check the existence of any indigenous suppliers who may be able to provide the goods or services prior to a general approach to the market. More information can be found at IPP Guidance.
▼ Registrations		
▼ Approval Forms		
▼ Contracts / Work Orders		
▶ Purchase Orders		

[Create](#)

[Exit](#)

6. Confirm that you have considered the use of an Indigenous Supplier, have searched the [Supply Nation](#) website and have documented the outcome of the search.



7. Choose the procurement type and method that is to be used for the registration.

To create a limited tender at or above \$80,000 select '**No**' for the Panel/Standing Offer question, and then select '**Contract: Limited Tender**' from the drop down box. Click the '**Create**' button and then click '**Confirm**' in the confirmation box to continue.



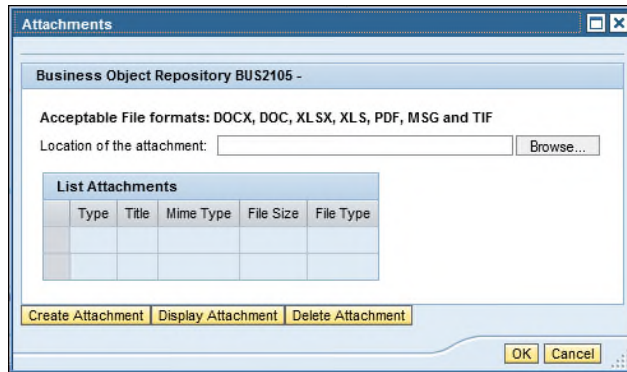
8. Enter the procurement registration details into the fields provided:

Procurement Registration Information	
Procurement Type: *	Contract: Limited Tender
Title: *	<input type="text"/>
Company Code: *	<input type="text"/>
Contract Type: *	<input type="text"/>
Estimated Contract Value (GST Incl): *	<input type="text" value="0.00"/>
Purchasing Area: *	<input type="text"/>
Project Officer: *	<input type="text" value="Project Officer"/> <input type="button" value="📄"/>
Estimated Term (Start Date): *	<input type="text" value="Start Date"/> <input type="button" value="📅"/>
Estimated Term (End Date): *	<input type="text" value="End Date"/> <input type="button" value="📅"/>
UNSPS Code: *	<input type="text" value="UNSPS Code"/> <input type="button" value="📄"/>
Explanation of Procurement Process: *	<input type="text"/>
Justification for Procurement: *	<input type="text"/>
General Comments:	<input type="text"/>
<input type="button" value="Attachments"/>	
<input type="button" value="Review"/> <input type="button" value="Cancel"/>	

Field	Description
Procurement Type	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the previous screen. In this case it shows that you are creating a registration for a Limited Tender Contract.
Title	Enter a description of the procurement. The description should be short, clear and meaningful.
Company Code	Use the drop down list to select whether the procurement is to be paid from Departmental or Administered funds.
Contract Type	Use the drop down list to select whether the procurement is for Consultancy Services, Contractors, General Goods & Services, or a Memorandum of Understanding. <i>Note: This field is critical for reporting purposes; if incorrect then the registration will be blocked by GAP. For help on identifying consultancies please refer to the Guidelines for Identifying Consultancies on the Procurement intranet page, or contact GAP on x7144.</i>
Estimated Contract Value	Enter the estimated value of the procurement (GST inclusive). Make sure that the estimated value entered covers the maximum amount that may become payable over the life of the agreement. Include the value of all forms of remuneration, any possible reimbursements, and any taxes and charges that may arise.
Purchasing Area	Use the drop down list to select the area that is responsible for the procurement.
Project Officer	Search for or enter the system user name of the staff member that will be responsible for the procurement process. To search for a name click on the selection icon in the right of the field.
Estimated Start Date	Enter in the estimated start date of the <u>agreement</u> . This is <u>not</u> the date that you start the procurement process, but the earliest of either the date the contract will be signed/agreement, or the date that the services will commence.
Estimated End Date	Enter in the estimated end date of the agreement.
UNSPS Code	Select the United Nations Standard Products and Services Code (UNSPSC) that best describes the nature of the procurement. This code is a goods and services category code for the contract. Please note that the code you select will categorize your contract on AusTender. There is a list of available UNSPS codes on the Procurement Intranet page.
Explanation of Procurement Process	Provide details of the planned procurement process. For a Limited Tender you should include an explanation outlining why this procurement method was selected. As competition is the best way to achieve value for money according to the CPRs, specify how many quotes are being sought and the justification behind this decision. An approach to only one supplier would require a strong justification outlining why more quotes were not sought. If a panel could have been utilised but wasn't, this field should also contain an explanation as to why the panel wasn't used. The level of detail you consider and how you document this should reflect the size, risk and complexity of the procurement.
Justification for Procurement	This should include a justification outlining the need for the property or services, any related costs, consultation with stakeholders, and details of any risks identified. The level of detail you consider and how you document this should reflect the size, risk and complexity of the procurement.

Field	Description
General Comments	Use this field to provide any additional information about the procurement. If an offline Procurement approval was completed and attached to the registration, make a note of that here.

1. Attach any relevant supporting documentation:
 - Click on the **Attachments** button at the bottom of the screen
 - Click the **Browse** button
 - Locate the relevant file and click on **Open**
 - Click on the **Create Attachment** button, and the file will be added to your list of attachments
 - Click on the **Ok** button to close out of the Attachments box



Documents that may need to be attached for a Limited Tender at or above \$80,000 include (but are not limited to):

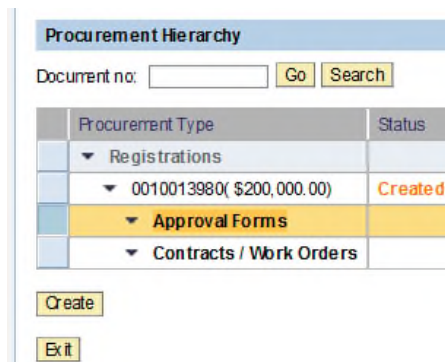
- Any offline procurement approval (if applicable)
- Procurement Plan
- Risk Assessment
- Draft Request for Offer (RFO)
- Draft Evaluation Plan

To check that an attachment has been uploaded correctly select the attachment from the list and click on the **'Display Attachment'** button.

Once the attachments are added and all the relevant fields have been filled in, click the **'Review'** button at the bottom of the screen. At this point the system will notify you if there are any errors in the registration (i.e. fields not filled in). If there are no errors that require correction then click on the **'Save'** button and make note of the procurement registration number for your records.

3.2.2. Creating a Procurement Approval Form

Click on the **'Approval Forms'** line in the hierarchy on the left hand side and then click on the **'Create'** button.



The approval screen should look similar to this:

Procurement Approval

Background Information

Do you want to provide further background information in addition to below? No Yes

Procurement details

Procurement Registration Number: Description:

Proposed Contract Start Date: End Date:

Procurement Method: Company code:

Estimated Total or Maximum Value (GST Incl): Purchasing Area:

Explanation for Procurement:

Justification for Procurement:

General Comments for Procurement:

Limited Tender details

Please check the [Commonwealth Procurement Rules](#) prior to completing these details.

Is the Limited Tender Exempt from Division 2 of the Commonwealth Procurement Rules?
 Yes No

Please provide a statement indicating the circumstances that justifies the use of limited tender and how this represents value for money

Approver details

Contact Officer:

Approver: Approval Date:

Approval Comments:

Business Object Repository BUS7051 -

Acceptable File formats: DOCX, DOC, XLSX, XLS, PDF, MSG, JPG and TIF

Location of the attachment:

List Attachments				
Type	Title	Mime Type	File Size	File Type

If you select 'Yes' to provide further background information then additional fields will appear under the Background Information section:

Procurement Approval

Background Information

Do you want to provide further background information in addition to below? No Yes

* Subject

Key Issues:

Sensitivities (if any):

* Background:

Field	Description
Subject	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Provide a subject description here.
Key Issues	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Outline any key issues that may have an impact on the procurement.
Sensitivities (if any)	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Detail any sensitivities relating to the procurement that the delegate needs to be aware of.
Background	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Provide details of any background information that the delegate needs to be aware of.
Procurement Registration Number	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.

Field	Description
Description	The user cannot change this field; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Proposed Contract Start Date	The user cannot change this field; the information contained here has been pre-populated using the details entered into the procurement registration screen.
End Date	The user cannot change this field; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Procurement Method	The user cannot change this field; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Company Code	The user cannot change this field; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Estimated Total or Maximum Value (GST Incl.)	The user cannot change this field; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Purchasing Area	The user cannot change this field; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Explanation for Procurement	The user cannot change this field; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Justification for Procurement	The user cannot change this field; the information contained here has been pre-populated using the details entered into the procurement registration screen.
General Comments for Procurement	The user cannot change this field; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Is the Limited Tender Exempt from Division 2 of the Commonwealth Procurement Rules?	Please check the Commonwealth Procurement Rules prior to completing these details. If YES, please provide the exemption from the drop down list. If paragraph 2.6 of the CPRs applies, select Yes and select reason from drop down list. If NO, please provide the limited tender condition from the drop down list. If the procurement relates to construction and is valued below the construction threshold, select the reason from the drop down list here.
Please provide a statement indicating the circumstances that justifies the use of limited tender and how this represents value for money	Provide a detailed justification of how your procurement meets the applicable grounds for limited tendering as selected above.
Contact Officer	Enter the name of the staff member that will be responsible for the procurement process.
Approver	Use the drop down list to select an appropriate approver for the Procurement Approval form. This list will only display staff members in the system that have sufficient delegation to approve the Procurement Approval form.
Approval Date	This field cannot be changed by the user; this information will be pre-populated by the system once the delegate has approved the Procurement Approval form.

Attach any relevant supporting documentation for the delegate in the attachments section:

- Click the '**Browse**' button
- Locate the relevant file and click on '**Open**'
- Click on the '**Create Attachment**' button, and the file will be added to your list of attachments

Documents that may need to be attached here may include (but are not limited to):

- Minute outlining the conditions/exemptions that apply to the limited tender procurement

Once the attachments are added and all the relevant fields have been filled in, click the '**Check**' button. At this point, the system will notify you if there are any errors in the Procurement Approval form (i.e. fields not filled in). If there are no errors that require correction then click on the '**Send**' button and this will send the Procurement Approval form to the delegate's myWorkplace inbox for action. An automated email will also be sent through Outlook to the delegate informing them that there is a Procurement Approval form awaiting their approval in the system.



PLEASE NOTE: Once the Procurement Approval form has been approved by the delegate, any additional changes to your Procurement Registration will require a new Procurement Approval form to be created and approved before the Procurement Registration is finalised in the system.

3.3. Contract registration – Limited Tender at or above \$80,000

3.3.1. How to create the contract registration



PLEASE NOTE: Relevant entities must report contracts and amendments on AusTender within 42 days of entering into (or amending) an agreement if they are valued at or above the \$10,000 reporting threshold. Any breaches of this requirement will be reported in the Department's Compliance Register. In order to ensure that we meet this requirement, GAP recommends that a contract registration be created in the myWorkplace Procurement System within two-days of an agreement being signed.

To create the contract registration:

1. Open up the '**myWorkplace**' System
2. Click on the '**myJob**' Tab
3. Click on the **Procurements** link
4. Click on the '**Maintain/Display Procurement**' link
5. Enter the Procurement Registration number (1000....) into the **Document no:** field and click on the '**Go**' button
6. Click on the '**Contracts/Work Orders**' line in the hierarchy on the left hand side, and then click on the **Create** button

Procurement Hierarchy

Document no:

Procurement Type	Status
▼ Registrations	
▼ 0010016532(\$100,000.00)	Finalised
▼ Approval Forms	
▪ Approval(000400037543)	Approved
▼ Contracts / Work Orders	

7. Enter the contract registration details into the fields provided:

Details

Contract / Work Order No:

Contract / Work Order Information

Procurement Registration No: * Company Code:

* Contract Type: * Contract Category:

* Purchasing Area:

* Project Officer: Janine SIROLA

* Supplier:

* Title:

* Contract Value (GST Incl):

* Start Date:

* End Date:

* Is this procurement for provision of Consultancy Services?:

* Consultancy Engagement Reason:

* Supplier Selection Reason:

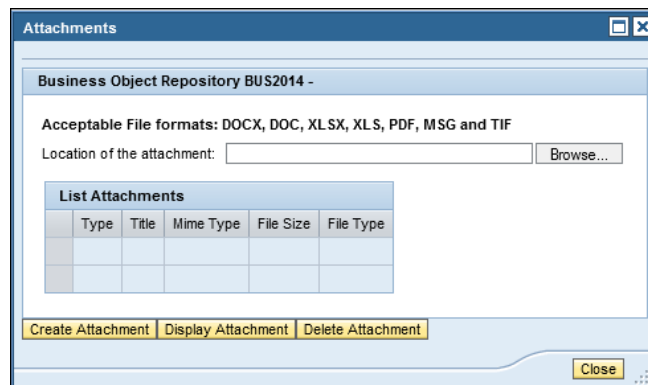
General comments:

SON Id (PART use only): Date of Agreement (PART):

Field	Description
Contract/Work Order No	This field cannot be changed by the user; the information contained here will be populated by the system once the contract registration has been finalised.
Procurement Registration No	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Company Code	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Contract Type	The information contained here has been pre-populated using the details entered into the procurement registration screen; however, the user in the contract registration can change it. If selecting a consultancy, then the services must meet the definition outlined in <i>Guidelines for Identifying Consultancies</i> , which is available on the Procurement homepage on ENTR.
Contract Category	The user cannot change this field; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Purchasing Area	The information contained here has been pre-populated using the details entered into the procurement registration screen. Unless this information is incorrect, leave it as it appears.
Project Officer	The information contained here has been pre-populated using the details entered into the procurement registration screen. Unless this information is incorrect, leave it as it appears.
Supplier	Enter in or search for the vendor number of the supplier. To search for a vendor click on the selection icon in the right of the field. When selecting the vendor you will need to ensure that the ABN on the contract/work order matches the ABN of the vendor you choose in the system. <i>Note - if the vendor that you need is not listed please contact the Accounts Payable area on x7555 for advice on how to create a new vendor in the system.</i>
Title	The information contained here has been pre-populated using the details entered into the procurement registration screen. Unless this information is incorrect, leave it as it appears.
Contract Value (GST Incl)	Enter in the total contract value as specified in the signed agreement. This figure should match the figure in the signed agreement exactly and should NOT include any contingencies, buffers or estimated travel expenses (unless a total value for travel expenses has been specified in the agreement).
Start Date	If the contract or work order has a specified start or commencement date, use this date. If there is no specified start date in the contract or work order then you should take the date of signature by the second party to be the start date. If the contract or work order has no specified start date and no date of signature, or there is no written contract, then the date on which goods or services were first delivered would be taken to be the start date.
End Date	If the contract or work order has a specified end date, use this date. If the contract or work order has no specified end date then the date on which goods or services will cease to be delivered would be taken to be the end date
Is this procurement for provision of Consultancy Services?	Use the drop down list to select either ' Yes ' or ' No '. <i>Note: This field is critical for reporting purposes; if it's incorrect then the registration will be blocked by GAP. For help on identifying consultancies refer to the Guidelines for Identifying Consultancies located on the Procurement Intranet page, or contact GAP on x7144.</i>

Field	Description
Consultancy Engagement Reason	If ' No ' was selected for the previous field then leave this field blank. If ' Yes ' was selected for the previous field then use the drop down list to select a relevant reason.
Supplier Selection Reason	Include information on the recommended supplier and how their offer/quote represents value for money. You should specifically include an explanation of the relevant financial and non-financial costs and benefits of the chosen supplier.
General Comments	Include any additional information in this field. This could include things such as contract variation information or contract value calculations.
SON id (GAP Use only)	The user cannot change this field; it is for GAP use only.
Date of Agreement (GAP)	The user cannot change this field; it is for GAP use only.

8. Attach a copy of the fully signed contract/work order/agreement along with any other relevant supporting documentation by doing the following:
 - Click on the '**Attachments**' button at the bottom of the screen
 - Click the '**Browse**' button, locate the relevant file and click on '**Open**'
 - Click on the '**Create Attachment**' button, and the file will be added to your list of attachments
 - Click on the '**Ok**' button to close out of the Attachments box



9. Click on the '**Review**' button
10. Review any error messages (if applicable) and make any necessary corrections to the contract registration. If there are no errors the system will take you to the Gazettal Details page
11. Enter the Contract Gazettal details into the fields provided:

Details

Gazettal Details

Guidelines

Commonwealth Procurement Rules require that all procurement agreements (including Standing Offer Arrangements) valued at \$10,000 or more must be published on AusTender (www.tenders.gov.au). Please check to ensure the information is accurate as it will become available for the public to view. The user will be responsible for the accuracy of the information. If you require assistance, contact the Grants and Procurement (GAP) on 6274 7144 or Help.Procurement@infrastructure.gov.au

Blocking Reason

If you believe this Contract should not be published on AusTender, please provide a reason. Note blocked Contracts will be reviewed by the PART.

NOT BLOCKED

Is this procurement for provision of Consultancy Services?: No

If yes, please provide a reason for engagement:

SON id:

UNSPS Code: 12130000

Explosive materials

Planned End Date: 08.09.2018

Austender Details

Contact Details: 4110

Contact Description: CONTACT OFFICER

Description (remove individual names & politically sensitive details): Limited Tender Over \$80,000 example

Description continued:

Procurement method: LIMITED TENDER

Is the Limited Tender Exempt from Division 2 of the Commonwealth Procurement Rules? Yes No

If NO, please provide the limited tender condition: 10.3d Absence of competition for technical reasons

Does the Contract contain specific confidentiality provision/s protecting information in the contract? No Yes

If yes, please provide a reason for confidentiality:

If reason for confidentiality is "Other" please provide an explanation:

Is the information obtained or generated in performing the contract protected by specific confidentiality provisions? No Yes

If yes, please provide a reason for confidentiality:

If reason for confidentiality is "Other" please provide an explanation:

Previous Review Cancel

Field	Description
Blocking Reason	If the contract should not be published on AusTender use the drop down box to select a reason. Please note that a contract can only be blocked from reporting in very limited circumstances and may require the Secretary's approval. Blocked contracts will still be reviewed by GAP.
Is this procurement for the provision of Consultancy Services?	The user cannot change this field. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
If yes, please provide a reason for engagement	The user cannot change this field. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
SON id	The user cannot change this field. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
UNSPS Code	The user cannot change this field. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
Planned end date	The user cannot change this field. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
Contact Details	The user cannot change this field; it is automatically populated by the system.

Field	Description
Contact Description	The user cannot change this field; it is automatically populated by the system.
Description	Enter a description of the Procurement. The description should be short, clear and meaningful to a neutral reader. It should NOT include acronyms, abbreviations, individual's names, or sensitive information. Users should be aware that this information will be publicly released.
Description Continued	If the description is too long to fit in the previous field then continue the description here.
Procurement Method	The user cannot change this field; it is automatically populated by the system.
Is the Limited Tender Exempt from Division 2 of the Commonwealth Procurement Rules?	The user cannot change this field; it is automatically populated by the system from the information entered into the Approval Form.
If NO, please provide the limited tender condition Or If YES, please provide the exemption	The user cannot change this field; it is automatically populated by the system from the information entered into the Approval Form.
Does the contract contain specific confidentiality provision/s protecting information in the contract?	If the contract contains a specific confidentiality provision protecting information contained in the contract, select Yes . If it does not contain a specific confidentiality provision protecting information contained in the contract select No . <i>Note: For help on identifying if your contract contains a specific confidentiality clause please contact GAP on x7144.</i>
If yes, please provide a reason for confidentiality	Use the drop down list to select a reason for confidentiality. If none of the reasons are adequate select Other.
If reason for confidentiality is 'Other' please provide an explanation	If you selected Other in the previous field then provide a reason for confidentiality in this field.
Is the information obtained or generated in performing the contract protected by specific confidentiality provisions?	If the contract contains a specific confidentiality provision protecting information generated in the performance of the contract, select 'Yes' . If it does not contain a specific confidentiality provision protecting information generated in the performance of the contract select 'No' . <i>Note: For help on identifying if your contract contains a specific confidentiality clause please contact GAP on x7144.</i>
If yes, please provide a reason for confidentiality	Use the drop down list to select a reason for confidentiality. If none of the reasons are adequate, select 'Other' .
If reason for confidentiality is 'Other' please provide an explanation	If you selected Other in the previous field then provide a reason for confidentiality in this field.



PLEASE NOTE: The details entered into the contract registration and gazettal information screens must match the details outlined in your signed agreement. If any of the information entered into these fields is incorrect your contract registration will be blocked by GAP.

12. Once all of the fields have been completed click on the **'Review'** button
13. Review any error messages (if applicable) and make any necessary corrections to the contract registration

The Contract Information screen will now appear in a read only state with four buttons appearing underneath it.

- The **Previous** button will take you back to the AusTender details screen;
- The **Hold** button will save the contract registration, but it will hold the registration and it will not submit it to GAP for checking;
- The **Cancel** button will cancel the contract registration that has just been created; and
- The **Finalise** button will save the contract registration and submit it to GAP for review.

4. Open Tender at or above \$80,000

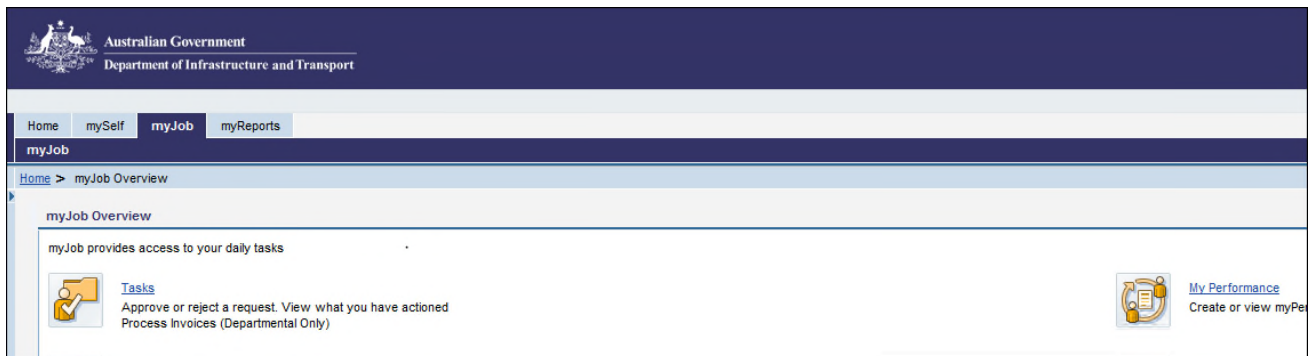
4.1. General notes on Open Tender at or above \$80,000

- For documents and information relating to open tender procurements at or above \$80,000 please refer to the [Large or Complex Procurement \(\\$80,000 and over\)](#) page on Entr.
- All open tender procurement registrations valued at or above \$80,000 will be automatically workflowed to the Grants and Procurement Team (GAP) for checking after the Procurement Approval form for the procurement registration has been approved. The following information will also need to be provided to GAP once we have received the procurement registration via workflow:
 - When the expected publication date on AusTender is;
 - The progression of drafting of request and contractual documents;
 - Whether legal review has been sought; and
 - Whether a probity plan has been developed (if over \$500,000).

4.2. Procurement registration – Open Tender at or above \$80,000

4.2.1. How to create the procurement registration

1. Open up the **myWorkplace** System.
2. Click on the **myJob** Tab



3. Click on the **Procurements** link
4. Click on the **Raise Procurement** link
5. Consider the notes under details and if satisfied click the **Create** button

[Help Close](#)

Procurement Hierarchy		Details
Procurement Type	Status	<p>Please consider the following points:</p> <ul style="list-style-type: none">• If the procurement you are about to register relates to a Research Project, check the Research Register prior to sourcing a new supplier. There may already have been research undertaken that is available for you to use. For information please click here.• The use of Indigenous Businesses must be considered under the Indigenous Procurement Policy. This means Officials are required to check the existence of any indigenous suppliers who may be able to provide the goods or services prior to a general approach to the market. More information can be found at IPP Guidance.
▼ Registrations		
▼ Approval Forms		
▼ Contracts / Work Orders		

► Purchase Orders

[Create](#)

[Exit](#)

IMPORTANT: Please acknowledge the following

 By clicking Proceed, you are confirming that you have considered the use of an Indigenous Supplier, have checked Supply Nation, and can provide details, if asked, to support the reasons you have not used an indigenous organisation.

[Proceed](#) [Back](#)

6. Confirm that you have considered the use of an Indigenous Supplier, have searched the [Supply Nation](#) website and have documented the outcome of the search.
7. Choose the procurement type and method that is to be used for the registration.

To create an open tender at or above \$80,000 select **No** for the Panel/Standing Offer question, and then select **Contract: Open Tender** from the drop down box. Click the **Create** button and then click **Confirm** in the confirmation box to continue.

Home > myJob Overview > Procurements > Raise Procurement

Raise Procurement

Procurement Hierarchy		Details
Procurement Type	Status	Procurement Type Selection Is this procurement from a Panel or Standing Offer? <input checked="" type="radio"/> No <input type="radio"/> Yes The Department has established a number of Panel arrangements for the provision of services and property. Please check to see if a Panel/Deed of Standing Offer exists for the service/property you are procuring before you commence your procurement registration. To display a Panel/Standing Offer in myWorkplace, select the "Yes" radio button, select a Panel/Standing Offer and click on "Display Panel". IMPORTANT: The Procurement Type cannot be changed once the registration has been created. If it is found to be incorrect at a subsequent step, all associated documents, including Approval Forms, must be re-created.
▼ Registrations		
▼ Approval Forms		
▼ Contracts / Work Orders		
▶ Purchase Orders		Procurement Method Selection <input type="text" value="Contract: Open Tender"/> <input type="button" value="Create"/> OPEN TENDER - Request for tender is published on AusTender inviting all suppliers that satisfy the conditions for participation to submit tenders. LIMITED TENDER - One or more Suppliers of the Department's choice are invited to compete (previous term was Direct Source). IMPORTANT: The Procurement Method cannot be changed once the registration has been created. If it is found to be incorrect at a subsequent step, all associated documents, including Approval Forms, must be re-created.

8. Enter the procurement registration details into the fields provided:

Procurement Registration Information

Procurement Type: *

Title: *

Company Code: *

Contract Type: *

Estimated Contract Value (GST Incl): *

Purchasing Area: *

Project Officer: *

Estimated Term (Start Date): *

Estimated Term (End Date): *

UNSPS Code: *

Explanation of Procurement Process: *

Justification for Procurement: *

General Comments:

Field	Description
Procurement Type	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the previous screen. In this case it shows that you are creating a registration for an Open Tender Contract.
Title	Enter a description of the procurement. The description should be short, clear and meaningful.
Company Code	Use the drop down list to select whether the procurement is to be paid from Departmental or Administered funds.
Contract Type	Use the drop down list to select whether the procurement is for Consultancy Services, Contractors, General Goods & Services, or a Memorandum of Understanding. <i>Note: This field is critical for reporting purposes, if incorrect then the registration will be blocked by GAP. For help on identifying consultancies please refer to the Guidelines for Identifying Consultancies on the Procurement intranet page, or contact GAP on x7144.</i>
Estimated Contract Value	Enter the estimated value of the procurement (GST inclusive). Make sure that the estimated value entered covers the maximum amount that may become payable over the life of the agreement. Include the value of all forms of remuneration, any possible reimbursements, and any taxes and charges that may arise.
Purchasing Area	Use the drop down list to select the area that is responsible for the procurement.
Project Officer	Search for or enter the system user name of the staff member that will be responsible for the procurement process. To search for a name click on the selection icon in the right of the field.
Estimated Start Date	Enter in the estimated start date of the agreement. This should be the earlier of either the date the contract will be signed/agreement will be entered into, or the date that the services will commence.
Estimated End Date	Enter in the estimated end date of the agreement.
UNSPS Code	Select the United Nations Standard Products and Services Code (UNSPSC) that best describes the nature of the procurement. This code is a goods and services category code for the contract. Please note that the code you select will categorize your contract on AusTender. There is a list of available UNSPS codes on the Procurement Intranet page.
Explanation of Procurement Process	Provide details of the planned procurement process. For an Open Tender you should include a description of the property or services and details of how the Request For Tender (RFT) will be used to source a suitable supplier that provides value for money as per the requirements of the Commonwealth Procurement Rules (CPR's). The level of detail you consider and how you document this should reflect the size, risk and complexity of the procurement.
Justification for Procurement	This should include a justification outlining the need for the property or services, any related costs, consultation with stakeholders, and details of any risks identified. The level of detail you consider and how you document this should reflect the size, risk and complexity of the procurement.
General Comments	Use this field to provide any additional information about the procurement. If an offline Procurement Approval was completed and attached to the registration, make a note of that here.

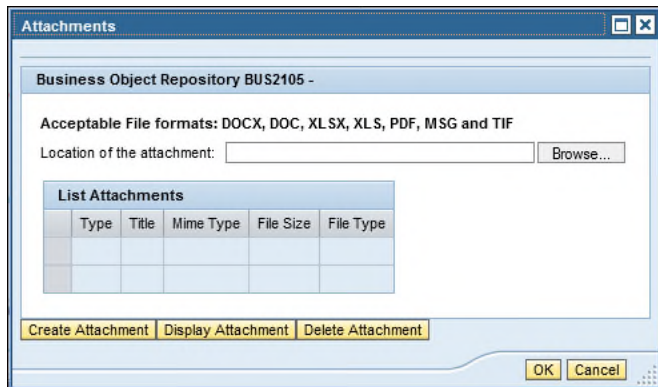
9. Attach any relevant supporting documentation:

- Click on the **Attachments** button at the bottom of the screen
- Click the **Browse** button

- Locate the relevant file and click on **Open**
- Click on the **Create Attachment** button, and the file will be added to your list of attachments
- Click on the **Ok** button to close out of the Attachments box

Documents that may need to be attached for an Open Tender include (but are not limited to):

- Complex Procurement Plan
- Request for Tender Part A
- Request for Tender Part B
- Request for Tender Part C
- RFT Evaluation Plan

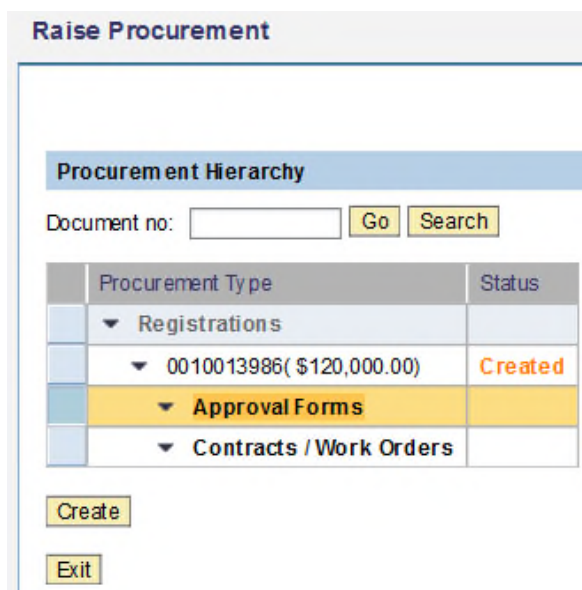


To check that the attachment has been uploaded correctly select the attachment from the list and click on the **Display Attachment** button.

Once the attachments are added and all the relevant fields have been filled in, click the **Review** button at the bottom of the screen. At this point the system will notify you if there are any errors in the registration (i.e. fields not filled in). If there are no errors that require correction then click on the **Save** button and make note of the procurement registration number for your records.

4.2.2. Creating a Procurement Approval form

Click on the **Approval Forms** line in the hierarchy on the left hand side and then click on the **Create** button.



The approval screen should look similar to this:



Procurement Approval

Background Information

Do you want to provide further background information in addition to below? No Yes

Procurement details

Procurement Registration Number:	10013988	Description:	Open Tender example
Proposed Contract Start Date:	01.12.2016	End Date:	30.06.2017
Procurement Method:	Open Tender (ZOS)	Company code:	Infrastructure Departmental
Estimated Total or Maximum Value (GST Incl):	120,000.00	Purchasing Area:	CORR-Finance Servs

Explanation for Procurement: Provide details of the planned procurement process.
 For an Open Tender you should include a description of the property or services and details of how the Request For Tender (RFT) will be used to source a suitable supplier that provides value for money as per the requirements of the Commonwealth Procurement Rules (CPR's).

Justification for Procurement: This should include a justification outlining the need for the property or services, any related costs, consultation with stakeholders, and details of any risks identified.
 The level of detail you consider and how you document this should reflect the size, risk and complexity of the procurement.

General Comments for Procurement: Use this field to provide any additional information about the procurement. If an offline Procurement Approval was completed and attached to the registration, make a note of that here.

Approver details

Contact Officer:

Approver: Approval Date: Print

Approval Comments:

Previous Step

Business Object Repository BUS7051 -

Acceptable File formats: DOCX, DOC, XL SX, XLS, PDF, MSG and TIF
 Location of the attachment:

List Attachments				
Type	Title	Mime Type	File Size	File Type

If you select 'Yes' to provide further background information then additional fields will appear under the Background Information section:

Procurement Approval

Background Information

Do you want to provide further background information in addition to below? No Yes

* Subject

Key Issues:

Sensitivities (if any):

* Background:

Below is a list of fields that may appear in your Procurement Approval form. Enter the relevant details into the fields provided:

Field	Description
Subject	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Provide a subject description here.
Key Issues	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Outline any key issues that may have an impact on the procurement.
Sensitivities (if any)	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Detail any sensitivities relating to the procurement that the delegate needs to be aware of.
Background	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Provide details of any background information that the delegate needs to be aware of.
Procurement Registration Number	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.

Field	Description
Description	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Proposed Contract Start Date	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
End Date	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Procurement Method	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Company Code	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Estimated Total or Maximum Value (GST Incl)	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Purchasing Area	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Explanation for Procurement	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Justification for Procurement	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Contact Officer	Enter the name of the staff member that will be responsible for the procurement process.
Approver	Use the drop down list to select an appropriate approver for the Procurement Approval form. This list will only display staff members in the system that have sufficient delegation to approve the Procurement Approval form.
Approval Date	This field cannot be changed by the user; this information will be pre-populated by the system once the delegate has approved the Procurement Approval form.

Attach any relevant supporting documentation for the delegate in the attachments section:

- Click the **Browse** button
- Locate the relevant file and click on **Open**
- Click on the **Create Attachment** button, and the file will be added to your list of attachments

Once the attachments are added and all the relevant fields have been filled in, click the **Check** button. At this point the system will notify you if there are any errors in the Procurement Approval form (i.e. fields not filled in). If there are no errors that require correction then click on the **Send** button and this will send the Procurement Approval form to the delegate's myWorkplace inbox for action. An automated email will also be sent through Outlook to the delegate informing them that there is a Procurement Approval form awaiting their approval in the system.



PLEASE NOTE: Once the Procurement Approval Form has been approved by the delegate any additional changes to your Procurement Registration will require a new Procurement Approval Form to be created and approved before the Procurement Registration is finalised in the system.

4.3. Contract registration – Open Tender at or above \$80,000

4.3.1. How to create the contract registration



PLEASE NOTE: Relevant entities must report contracts and amendments on AusTender within 42 days of entering into (or amending) an agreement if they are valued at or above the \$10,000 reporting threshold. Any breaches of this requirement will be reported in the Department's Compliance Register. In order to ensure that we meet this requirement GAP recommends that a contract registration be created in the myWorkplace Procurement System within two days of an agreement being signed.

To create the contract registration:

1. Open up the **myWorkplace** System
2. Click on the **myJob** Tab
3. Click on the **Procurements** link
4. Click on the **Maintain/Display Procurement** link
5. Enter the Procurement Registration number (1001....) into the **Document no:** field and click on the **Go** button
6. Click on the **Contracts/Work Orders** line in the hierarchy on the left hand side, and then click on the **Create** button
7. Enter the contract registration details into the fields provided:

Details

Contract / Work Order No:

Contract / Work Order Information

Procurement Registration No: Company Code: *

Contract Type: * Contract Category: *

Purchasing Area: *

Project Officer: * Janine SIROLA

Supplier: *

Title: *

Contract Value (GST Incl): *

Start Date: *

End Date: *

Is this procurement for provision of Consultancy Services?: *

Consultancy Engagement Reason: *

Supplier Selection Reason: *

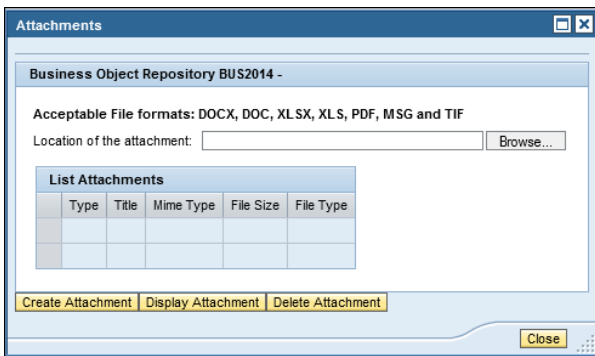
General comments:

SON Id (PART use only): Date of Agreement (PART):

Field	Description
Contract/Work Order No	This field cannot be changed by the user; the information contained here will be populated by the system once the contract registration has been finalised.
Procurement Registration No	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Company Code	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Contract Type	The information contained here has been pre-populated using the details entered into the procurement registration screen, however it can be changed by the user in the contract registration. If selecting a consultancy, then the services must meet the definition outlined in <i>Guidelines for Identifying Consultancies</i> which is available on the Procurement homepage on ENTR.
Contract Category	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Purchasing Area	The information contained here has been pre-populated using the details entered into the procurement registration screen. Unless this information is incorrect, leave it as it appears.
Project Officer	The information contained here has been pre-populated using the details entered into the procurement registration screen. Unless this information is incorrect, leave it as it appears.
Supplier	Enter in or search for the vendor number of the supplier. To search for a vendor click on the selection icon in the right of the field. When selecting the vendor you will need to ensure that the ABN on the contract/work order matches the ABN of the vendor you choose in the system. <i>Note: If the vendor that you need is not listed please contact the Accounts Payable area on x7555 for advice on how to create a new vendor in the system.</i>
Title	The information contained here has been pre-populated using the details entered into the procurement registration screen. Unless this information is incorrect, leave it as it appears.
Contract Value (GST Incl)	Enter in the total contract value as specified in the signed agreement. This figure should match the figure in the signed agreement exactly and should NOT include any contingencies, buffers or estimated travel expenses (unless a total value for travel expenses has been specified in the agreement).
Start Date	If the contract or work order has a specified start or commencement date, use this date. If there is no specified start date in the contract or work order then you should take the date of signature by the second party to be the start date. If the contract or work order has no specified start date and no date of signature, or there is no written contract, then the date on which goods or services were first delivered would be taken to be the start date.
End Date	If the contract or work order has a specified end date, use this date. If the contract or work order has no specified end date then the date on which goods or services will cease to be delivered would be taken to be the end date
Is this procurement for provision of Consultancy Services?	Use the drop down list to select either Yes or No . <i>Note: This field is critical for reporting purposes, if it's incorrect then the registration will be blocked by GAP. For help on identifying consultancies refer to the Guidelines for Identifying Consultancies located on the Procurement Intranet page, or contact GAP on x7144.</i>

Field	Description
Consultancy Engagement Reason	If No was selected for the previous field then leave this field blank. If Yes was selected for the previous field then use the drop down list to select a relevant reason.
Supplier Selection Reason	Include information on the recommended supplier and how their offer/quote represents value for money. You should specifically include an explanation of the relevant financial and non-financial costs and benefits of the chosen supplier.
General Comments	Include any additional information in this field. This could include things such as contract variation information or contract value calculations.
SON id (GAP Use only)	This field cannot be changed by the user; it is for GAP use only.
Date of Agreement (GAP)	This field cannot be changed by the user; it is for GAP use only.

8. Attach a copy of the fully signed contract/work order/agreement along with any other relevant supporting documentation by doing the following:
 - Click on the **Attachments** button at the bottom of the screen
 - Click the **Browse** button, locate the relevant file and click on **Open**
 - Click on the **Create Attachment** button, and the file will be added to your list of attachments
 - Click on the **Ok** button to close out of the Attachments box



9. Click on the **Review** button
10. Review any error messages (if applicable) and make any necessary corrections to the contract registration. If there are no errors the system will take you to the Gazettal Details page
11. Enter the Contract Gazettal details into the fields provided:

Gazettal Details

Guidelines

Commonwealth Procurement Rules require that all procurement agreements (including Standing Offer Arrangements) valued at \$10,000 or more must be published on AusTender (www.tenders.gov.au). Please check to ensure the information is accurate as it will become available for the public to view. The user will be responsible for the accuracy of the information. If you require assistance, contact the Procurement Advice and Reporting Team (PART) on 6274 7144 or Help.Procurement@infrastructure.gov.au

Blocking Reason

If you believe this Contract should not be published on AusTender, please provide a reason. Note blocked Contracts will be reviewed by the PART.

NOT BLOCKED

Is this procurement for provision of Consultancy Services?

If yes, please provide a reason for engagement:

SON id:

UNSPS Code:

Planned End Date:

Austender Details

Contact Details:

Contact Description:

Description (remove individual names & politically sensitive details):

Description continued:

Procurement method:

Does the Contract contain specific confidentiality provision/s protecting information in the contract? No Yes

If yes, please provide a reason for confidentiality:

If reason for confidentiality is "Other" please provide an explanation:

Is the information obtained or generated in performing the contract protected by specific confidentiality provisions? No Yes

If yes, please provide a reason for confidentiality:

If reason for confidentiality is "Other" please provide an explanation:

Field	Description
Blocking Reason	If the contract should not be published on AusTender use the drop down box to select a reason. Please note that a contract can only be blocked from reporting in very limited circumstances and may require the Secretary's approval. Blocked contracts will still be reviewed by GAP.
Is this procurement for the provision of Consultancy Services?	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
If yes, please provide a reason for engagement	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
SON id	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
UNSPS Code	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
Planned end date	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
Contact Details	This field cannot be changed by the user; it is automatically populated by the system.
Contact Description	This field cannot be changed by the user; it is automatically populated by the system.

Field	Description
Description	Enter a description of the Procurement. The description should be short, clear and meaningful to a neutral reader. It should NOT include acronyms, abbreviations, individual's names, or sensitive information. Users should be aware that this information will be publicly released.
Description Continued	If the description is too long to fit in the previous field then continue the description here.
Procurement Method	This field cannot be changed by the user; it is automatically populated by the system.
Does the contract contain specific confidentiality provision/s protecting information in the contract?	If the contract contains a specific confidentiality provision protecting information contained in the contract select Yes . If it does not contain a specific confidentiality provision protecting information contained in the contract select No . <i>Note: For help on identifying if your contract contains a specific confidentiality clause please contact GAP on x7144.</i>
If yes, please provide a reason for confidentiality	Use the drop down list to select a reason for confidentiality. If none of the reasons are adequate select Other.
If reason for confidentiality is 'Other' please provide an explanation	If you selected Other in the previous field then provide a reason for confidentiality in this field.
Is the information obtained or generated in performing the contract protected by specific confidentiality provisions?	If the contract contains a specific confidentiality provision protecting information generated in the performance of the contract select Yes . If it does not contain a specific confidentiality provision protecting information generated in the performance of the contract select No . <i>Note: For help on identifying if your contract contains a specific confidentiality clause please contact GAP on x7144.</i>
If yes, please provide a reason for confidentiality	Use the drop down list to select a reason for confidentiality. If none of the reasons are adequate select Other.
If reason for confidentiality is 'Other' please provide an explanation	If you selected Other in the previous field then provide a reason for confidentiality in this field.



PLEASE NOTE: The details entered into the contract registration and gazettal information screens must match the details outlined in your signed agreement. If any of the information entered into these fields is incorrect your contract registration will be blocked by GAP.

12. Once all of the fields have been completed click on the **Review** button
13. Review any error messages (if applicable) and make any necessary corrections to the contract registration

The Contract Information screen will now appear in a read only state with four buttons appearing underneath it.

- The **Previous** button will take you back to the AusTender details screen;
- The **Hold** button will save the contract registration, but it will hold the registration and it will not submit it to GAP for checking;
- The **Cancel** button will cancel the contract registration that has just been created; and
- The **Finalise** button will save the contract registration and submit it to GAP for review.

5. Procuring from a Panel Arrangement

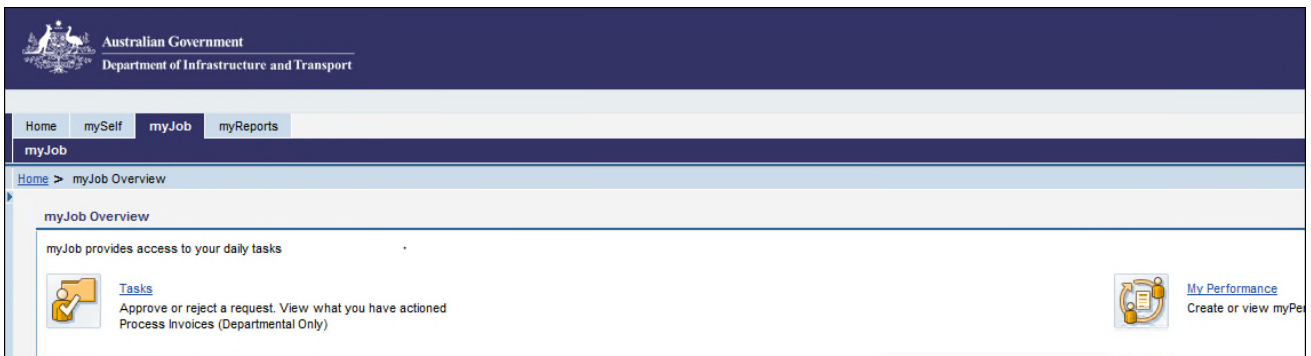
5.1. General notes on Procuring from a Panel Arrangement

- There are various panel arrangements in place in the Commonwealth, these include:
 - mandatory whole of government arrangements;
 - panel arrangements created within the Department; and
 - panel arrangements created by other Commonwealth agencies.
- Purchases made from a panel must be within the terms of the Deed of Standing Offer and within the scope of goods or services. The goods or services that may be procured under the relevant panel arrangements may vary between panel members. Only the goods or services identified in the initial approach to the open market may be included in the subsequent deed of standing offer or work order with the panel member.
- Please ensure that the correct panel is selected in the initial creation of the procurement registration. Failure to do this will result in having to start a new registration.
- Procurements from a panel must be made through the use of a Work Order. This is specified in the original deed of standing offer. A work order is a legal document and represents a contract for the procurement of goods or services.
- For documents relating to Panels and Work Orders refer to the [Procuring from a Panel Arrangement](#) page on Entr.

5.2. Procurement registration – Procuring from a Panel Arrangement

5.2.1. How to create the procurement registration

1. Open up the **myWorkplace** System.
2. Click on the **myJob** Tab



3. Click on the **Procurements** link
4. Click on the **Raise Procurement** link
5. Consider the notes under details and if satisfied click on the **create** button


[Help](#) [Close](#)

Procurement Hierarchy		Details
Procurement Type	Status	<p>Please consider the following points:</p> <ul style="list-style-type: none">▪ If the procurement you are about to register relates to a Research Project, check the Research Register prior to sourcing a new supplier. There may already have been research undertaken that is available for you to use. For information please click here.▪ The use of Indigenous Businesses must be considered under the Indigenous Procurement Policy. This means Officials are required to check the existence of any indigenous suppliers who may be able to provide the goods or services prior to a general approach to the market. More information can be found at IPP Guidance.
▼ Registrations		
▼ Approval Forms		
▼ Contracts / Work Orders		
▶ Purchase Orders		

[Create](#)

[Exit](#)

IMPORTANT: Please acknowledge the following



By clicking Proceed, you are confirming that you have considered the use of an Indigenous Supplier, have checked Supply Nation, and can provide details, if asked, to support the reasons you have not used an indigenous organisation.

Proceed **Back**

6. Confirm that you have considered the use of an Indigenous Supplier, have searched the [Supply Nation](#) website and have documented the outcome of the search.
7. Choose the procurement type and method that is to be used for the registration.

To create a procurement from a panel registration select **Yes** for the Panel/Standing Offer question, and then either select panel that you are procuring from the list provided, or if you know the number of the panel registration type it into the Panel Registration No field. Click the **Create** button and then click **Confirm** in the confirmation box to continue.

Home > myJob Overview > Procurements > Raise Procurement

Raise Procurement Help Close

Procurement Hierarchy

Procurement Type	Status
Registrations	
Approval Forms	
Contracts / Work Orders	
Purchase Orders	

Exit

Details

Procurement Type Selection

Is this procurement from a Panel or Standing Offer? No Yes The Department has established a number of Panel arrangements for the provision of services and property. Please check to see if a Panel/Deed of Standing Offer exists for the service/property you are procuring before you commence your procurement registration. To display a Panel/Standing Offer in myWorkplace, select the "Yes" radio button, select a Panel/Standing Offer and click on "Display Panel".

IMPORTANT: The Procurement Type cannot be changed once the registration has been created. If it is found to be incorrect at a subsequent step, all associated documents, including Approval Forms, must be re-created.

Panel Selection

Panel Registration No: **Create**

OR

Search and Select

Panel Registration History

Panel Registration No	Status	Title	Price	Procurement Type	Contract Type	Purchasing Area	Project Officer	Start Date	End Date	SON Id
20000110	06_FINALISED	DoSO: ITRDLG & UTS for services by ACELG	1,000,000.00	Panel: LimitedTender	Consultancy Services	212	TROBERTSON	16.08.2010	31.12.2014	SON329974
20000122	06_FINALISED	Community Engagement Services	11,000,000.00	Panel: Open Tender	Gen Goods & Services	CORP-Communication	NROBERTSON	01.12.2010	30.03.2016	SON355951
20000131	06_FINALISED	Services for ACELG	1,000,000.00	Panel: LimitedTender	Consultancy Services	003	BROBINSON	16.08.2010	31.12.2014	SON329974
20000139	06_FINALISED	Engineering Project Management Envio IOT	10,000,000.00	Panel: Open Tender	Gen Goods & Services	053	GBELL	20.09.2007	31.01.2015	SON26913
20000145	06_FINALISED	Recruitment Service Providers Panel	9,000,000.00	Panel: Open Tender	Gen Goods & Services	CORP-People&Perf	KJONES	18.04.2011	30.06.2015	SON354049
20000152	06_FINALISED	FWO - Recruitment Services	1.00	Panel: Open Tender	Gen Goods & Services	009	CHAUGREY	13.04.2011	30.06.2015	SON354049

[Display Panel](#)

8. Enter the procurement registration details into the fields provided:

Details

Procurement Registration No:

Procurement Registration Information

Panel No: * Procurement Type: *

Title: *

Company Code: *

Contract Type: *

Estimated Contract Value (GST Incl): *

Purchasing Area: *

Project Officer: *

Estimated Term (Start Date): *

Estimated Term (End Date): *

UNSPS Code: *

Explanation of Procurement Process: *

Justification for Procurement: *

SON ID (PART use only):

General Comments:

Field	Description
Procurement Registration No	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the previous screen.
Panel No	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the previous screen.
Procurement Type	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the previous screen. In this case it shows that you are creating a registration for an Open Tender Contract.
Title	Enter a description of the procurement. The description should be short, clear and meaningful.
Company Code	This field cannot be changed by the user; the information contained here has been pre-populated by the system based on the Company Code of the Panel that was chosen.
Contract Type	Use the drop down list to select whether the procurement is for Consultancy Services, Contractors, General Goods & Services, or a Memorandum of Understanding.
Estimated Contract Value	Enter the estimated value of the procurement (GST inclusive). Make sure that the estimated value entered covers the maximum amount that may become payable over the life of the agreement. Include the value of all forms of remuneration, any possible reimbursements, and any taxes and charges that may arise.
Purchasing Area	Use the drop down list to select the area that is responsible for the procurement.
Project Officer	Search for or enter the system user name of the staff member that will be responsible for the procurement process. To search for a name click on the selection icon in the right of the field.
Estimated Start Date	Enter in the estimated start date of the agreement. This should be the earlier of either the date the contract will be signed/agreement will be entered into, or the date that the services will commence.

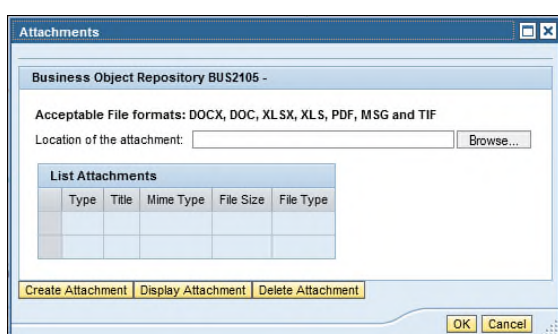
Field	Description
Estimated End Date	Enter in the estimated end date of the agreement.
UNSPS Code	This field cannot be changed by the user; the information contained here has been pre-populated by the system based on the UNSPS Code of the Panel that was chosen.
Explanation of Procurement Process	Provide details of the planned procurement process. For a procurement from a panel arrangement you should include a description of the panel that is being utilised and a reason why that particular panel was selected. You should also include a justification for the number of quotes being sought and how this represents value for money. If only one quote is sought then you will need a strong justification as to why, and how value for money will be achieved. The level of detail you consider and how you document this should reflect the size, risk and complexity of the procurement.
Justification for Procurement	This should include a justification outlining the need for the property or services, any related costs, consultation with stakeholders, and details of any risks identified. The level of detail you consider and how you document this should reflect the size, risk and complexity of the procurement.
General Comments	Use this field to provide any additional information about the procurement. If an offline Procurement Approval was completed and attached to the registration, make a note of that here.
SON ID (GAP use only)	This field cannot be changed by the user; the information contained here has been pre-populated by the system with the SON ID of the Panel that was chosen.

9. Attach any relevant supporting documentation:

- Click on the **Attachments** button at the bottom of the screen
- Click the **Browse** button
- Locate the relevant file and click on **Open**
- Click on the **Create Attachment** button, and the file will be added to your list of attachments
- Click on the **Ok** button to close out of the Attachments box

Documents that may need to be attached for a procurement off a panel arrangement include (but are not limited to):

- Any offline Procurement Approval (if applicable)
- Panel Procurement Plan
- Risk Assessment
- Draft Request for Offer (RFO) – Panel Related
- Draft Evaluation Plan



To check that the attachment has been uploaded correctly select the attachment from the list and click on the **Display Attachment** button.

Once the attachments are added and all the relevant fields have been filled in, click the **Review** button at the bottom of the screen. At this point the system will notify you if there are any errors in the registration

(i.e. fields not filled in). If there are no errors that require correction then click on the **Save** button and make note of the procurement registration number for your records.

5.2.2. Creating a Procurement Approval form

Click on the **Approval Forms** line in the hierarchy on the left hand side and then click on the **Create** button.

Raise Procurement

Procurement Hierarchy

Document no:

Procurement Type	Status
▼ Registrations	
▼ 0010013987(\$50,000.00)	Created
▼ Approval Forms	
▼ Contracts / Work Orders	

The approval screen should look similar to this:

Procurement Approval

Background Information

Do you want to provide further background information in addition to below? No Yes

Procurement details

Procurement Registration Number: Description:
 Proposed Contract Start Date: End Date:
 Procurement Method: Company code:
 Estimated Total or Maximum Value (GST Incl): Purchasing Area:

Explanation for Procurement:
 For a procurement from a panel arrangement you should include a description of the panel that is being utilised and a reason why that particular panel was selected. You should also include a justification for the number of quotes being sought and how this represents value for money. If only one quote is sought then you will need a strong justification as to why, and how value for money will be achieved.

Justification for Procurement:
 The level of detail you consider and how you document this should reflect the size, risk and complexity of the procurement.

General Comments for Procurement:
 Use this field to provide any additional information about the procurement. If an offline Procurement Approval was completed and attached to the registration, make a note of that here.

Approver details

Contact Officer:
 Approver: Approval Date:
 Approval Comments:

Business Object Repository BUS7051 -

Acceptable File formats: DOCX, DOC, XL SX, XL S, PDF, MSG and TIF
 Location of the attachment:

List Attachments				
Type	Title	Mime Type	File Size	File Type

If you select 'Yes' to provide further background information then additional fields will appear under the Background Information section:

Procurement Approval

Background Information

Do you want to provide further background information in addition to below? No Yes

* Subject

Key Issues:

Sensitivities (if any):

* Background:

Below is a list of fields that may appear in your Procurement Approval form. Enter the relevant details into the fields provided:

Field	Description
Subject	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Provide a subject description here.
Key Issues	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Outline any key issues that may have an impact on the procurement.
Sensitivities (if any)	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Detail any sensitivities relating to the procurement that the delegate needs to be aware of.
Background	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Provide details of any background information that the delegate needs to be aware of.
Procurement Registration Number	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.

Field	Description
Description	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Proposed Contract Start Date	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
End Date	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Procurement Method	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Company Code	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Estimated Total or Maximum Value (GST Incl)	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Purchasing Area	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Explanation for Procurement	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Justification for Procurement	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Contact Officer	Enter the name of the staff member that will be responsible for the procurement process.
Approver	Use the drop down list to select an appropriate approver for the Procurement Approval form. This list will only display staff members in the system that have sufficient delegation to approve the Procurement Approval form.
Approval Date	This field cannot be changed by the user; this information will be pre-populated by the system once the delegate has approved the Procurement Approval form.

Attach any relevant supporting documentation for the delegate in the attachments section:

- Click the **Browse** button
- Locate the relevant file and click on **Open**
- Click on the **Create Attachment** button, and the file will be added to your list of attachments

Once the attachments are added and all the relevant fields have been filled in, click the **Check** button. At this point the system will notify you if there are any errors in the Procurement Approval form (i.e. fields not filled in). If there are no errors that require correction then click on the **Send** button and this will send the Procurement Approval form to the delegate's myWorkplace inbox for action. An automated email will also be sent through Outlook to the delegate informing them that there is an Procurement Approval form awaiting their approval in the system.



PLEASE NOTE: Once the Procurement Approval form has been approved by the delegate any additional changes to your Procurement Registration will require a new Procurement Approval form to be created and approved before the Procurement Registration is finalised in the system.

5.3. Work Order registration – Procuring from a Panel Arrangement

5.3.1. How to create the work order registration



PLEASE NOTE: Relevant entities must report contracts and amendments on AusTender within 42 days of entering into (or amending) an agreement if they are valued at or above the \$10,000 reporting threshold. Any breaches of this requirement must be reported in the Department's Compliance Register. In order to ensure that we meet this requirement GAP recommends that a contract registration be created in the myWorkplace Procurement System within two days of an agreement being signed.

To create the contract registration:

1. Open up the **myWorkplace** System
2. Click on the **myJob** Tab
3. Click on the **Procurements** link
4. Click on the **Maintain/Display Procurement** link
5. Enter the Procurement Registration number (1001....) into the **Document no:** field and click on the **Go** button
6. Click on the **Contracts/Work Orders** line in the hierarchy on the left hand side, and then click on the **Create** button

Maintain Procurement

[Help](#) [Close](#)

Procurement Hierarchy **Details**

Document no:

Procurement Type	Status
▼ Registrations	
▼ 0010010975(\$100,000.00)	Finalised
▼ Approval Forms	
▪ Approval(000400022328)	Approved
▼ Contracts / Work Orders	

7. Enter the contract registration details into the fields provided

Details

Contract / Work Order No:

Contract / Work Order Information

Procurement Registration No: Company Code: *

Contract Type: * Contract Category: *

Purchasing Area: *

Project Officer: * Janine SIROLA

Supplier: * **New Millenium Print Pty Ltd**

Title: *

Contract Value (GST Incl): *

Start Date: *

End Date: *

Is this procurement for provision of Consultancy Services?: *

Consultancy Engagement Reason: *

Supplier Selection Reason: *

General comments:

SON Id (PART use only): Date of Agreement (PART):

[Attachments](#)

Suppliers Info

Supplier Id	Supplier Name	Supplier Selection Reason	Estimated Term (Start Date)	Estimated Term (End Date)	Price
405999	New Millenium Print Pty Ltd		16.12.2010	15.12.2015	126,437.00
415758	GEORGE P JOHNSON (AUSTRALIA) PTY LI		16.12.2010	15.12.2015	126,437.00
406260	Media Monitors Australia P/L The Accountant		16.12.2010	15.12.2015	126,437.00
407973	PARTECH PTY LIMITED T/A BYTES 'N COLOURS		16.12.2010	15.12.2015	126,437.00
402202	UNION OFFSET CO. PTY LTD		16.12.2010	15.12.2015	126,437.00
414491	ADDCOLOUR DIGITAL PTY LTD		16.12.2010	15.12.2015	126,437.00

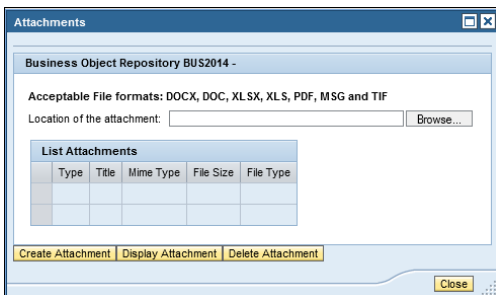
[Review](#) [Cancel](#)

Field	Description
Contract/Work Order No	This field cannot be changed by the user; the information contained here will be populated by the system once the contract registration has been finalised.
Procurement Registration No	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Company Code	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Contract Type	The information contained here has been pre-populated using the details entered into the procurement registration screen, however it can be changed by the user in the contract registration. If selecting a consultancy, then the services must meet the definition outlined in <i>Guidelines for Identifying Consultancies</i> which is available on the Procurement homepage on ENTR.
Contract Category	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.

Field	Description
Purchasing Area	The information contained here has been pre-populated using the details entered into the procurement registration screen. Unless this information is incorrect, leave it as it appears.
Project Officer	The information contained here has been pre-populated using the details entered into the procurement registration screen. Unless this information is incorrect, leave it as it appears.
Supplier	Enter in or search for the vendor number of the supplier. For a procurement from a panel arrangement, the list of available suppliers on the panel is displayed at the bottom of the screen. Scroll through the available list and select the appropriate supplier. <i>Note: If the vendor that you need is not displayed on the list then contact GAP on x7144. Suppliers are added to this list as they are needed.</i> <i>The list of available suppliers is NOT shown in alphabetical order. Please ensure that you scroll through the entire list before contacting GAP.</i>
Title	The information contained here has been pre-populated using the details entered into the procurement registration screen. Unless this information is incorrect, leave it as it appears.
Contract Value (GST Incl)	Enter in the total contract value as specified in the signed agreement. This figure should match the figure in the signed agreement exactly and should NOT include any contingencies, buffers or estimated travel expenses (unless a total value for travel expenses has been specified in the agreement).
Start Date	If the contract or work order has a specified start or commencement date, use this date. If there is no specified start date in the contract or work order then you should take the date of signature by the second party to be the start date. If the contract or work order has no specified start date and no date of signature, or there is no written contract, then the date on which goods or services were first delivered would be taken to be the start date.
End Date	If the contract or work order has a specified end date, use this date. If the contract or work order has no specified end date then the date on which goods or services will cease to be delivered would be taken to be the end date
Is this procurement for provision of Consultancy Services?	Use the drop down list to select either Yes or No . <i>Note: This field is critical for reporting purposes, if it's incorrect then the registration will be blocked by GAP. For help on identifying consultancies refer to the Guidelines for Identifying Consultancies located on the Procurement Intranet page, or contact GAP on x7144.</i>
Consultancy Engagement Reason	If No was selected for the previous field then leave this field blank. If Yes was selected for the previous field then use the drop down list to select a relevant reason.
Supplier Selection Reason	Include information on the recommended supplier and how their offer/quote represents value for money. You should specifically include an explanation of the relevant financial and non-financial costs and benefits of the chosen supplier.
General Comments	Include any additional information in this field. This could include things such as contract variation information or contract value calculations.
SON id (GAP Use only)	This field cannot be changed by the user; the information contained here has been pre-populated by the system with the SON ID of the Panel that was chosen.
Date of Agreement (GAP)	This field cannot be changed by the user; it is for GAP use only.

8. Attach a copy of the fully signed contract/work order/agreement along with any other relevant supporting documentation by doing the following:

- Click on the **Attachments** button at the bottom of the screen
- Click the **Browse** button, locate the relevant file and click on **Open**
- Click on the **Create Attachment** button, and the file will be added to your list of attachments
- Click on the **Ok** button to close out of the Attachments box



9. Click on the **Review** button
10. Review any error messages (if applicable) and make any necessary corrections to the contract registration. If there are no errors the system will take you to the Gazettal Details page
11. Enter the Contract Gazettal details into the fields provided:

Details

Gazettal Details

Guidelines

Commonwealth Procurement Rules require that all procurement agreements (including Standing Offer Arrangements) valued at \$10,000 or more must be published on AusTender (www.tenders.gov.au). Please check to ensure the information is accurate as it will become available for the public to view. The user will be responsible for the accuracy of the information. If you require assistance, contact the Procurement Advice and Reporting Team (PART) on 6274 7144 or Help.Procurement@infrastructure.gov.au

Blocking Reason

If you believe this Contract should not be published on AusTender, please provide a reason. Note blocked Contracts will be reviewed by the PART.

NOT BLOCKED

Is this procurement for provision of Consultancy Services?: No

If yes, please provide a reason for engagement: _____

SON id:

UNSPS Code:

Planned End Date:

Austender Details

Contact Details:

Contact Description:

Description (remove individual names & politically sensitive details):

Description continued: _____

Procurement method:

Does the Contract contain specific confidentiality provision/s protecting information in the contract? No Yes

If yes, please provide a reason for confidentiality: _____

If reason for confidentiality is "Other" please provide an explanation: _____

Is the information obtained or generated in performing the contract protected by specific confidentiality provisions? No Yes

If yes, please provide a reason for confidentiality: _____

If reason for confidentiality is "Other" please provide an explanation: _____

Field	Description
Blocking Reason	If the contract should not be published on AusTender use the drop down box to select a reason. Please note that a contract can only be blocked from reporting in very limited circumstances and may require the Secretary's approval. Blocked contracts will still be reviewed by GAP.
Is this procurement for the provision of Consultancy Services?	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.

Field	Description
If yes, please provide a reason for engagement	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
SON id	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
UNSPS Code	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
Planned end date	This field cannot be changed by the user. This field is automatically populated by the system based on the information that was entered earlier into your Procurement Registration.
Contact Details	This field cannot be changed by the user; it is automatically populated by the system.
Contact Description	This field cannot be changed by the user; it is automatically populated by the system.
Description	Enter a description of the Procurement. The description should be short, clear and meaningful to a neutral reader. It should NOT include acronyms, abbreviations, individual's names, or sensitive information. Users should be aware that this information will be publicly released.
Description Continued	If the description is too long to fit in the previous field then continue the description here.
Procurement Method	This field cannot be changed by the user; it is automatically populated by the system.
Does the contract contain specific confidentiality provision/s protecting information in the contract?	If the contract contains a specific confidentiality provision protecting information contained in the contract select Yes . If it does not contain a specific confidentiality provision protecting information contained in the contract select No . <i>Note: For help on identifying if your contract contains a specific confidentiality clause please contact GAP on x7144.</i>
If yes, please provide a reason for confidentiality	Use the drop down list to select a reason for confidentiality. If none of the reasons are adequate select Other.
If reason for confidentiality is 'Other' please provide an explanation	If you selected Other in the previous field then provide a reason for confidentiality in this field.
Is the information obtained or generated in performing the contract protected by specific confidentiality provisions?	If the contract contains a specific confidentiality provision protecting information generated in the performance of the contract select Yes . If it does not contain a specific confidentiality provision protecting information generated in the performance of the contract select No . <i>Note: For help on identifying if your contract contains a specific confidentiality clause please contact GAP on x7144.</i>
If yes, please provide a reason for confidentiality	Use the drop down list to select a reason for confidentiality. If none of the reasons are adequate select Other.
If reason for confidentiality is 'Other' please provide an explanation	If you selected Other in the previous field then provide a reason for confidentiality in this field.



PLEASE NOTE: The details entered into the contract registration and gazettal information screens must match the details outlined in your signed agreement. If any of the information entered into these fields is incorrect your contract registration will be blocked by GAP.

12. Once all of the fields have been completed click on the **Review** button

13. Review any error messages (if applicable) and make any necessary corrections to the contract registration

The Contract Information screen will now appear in a read only state with four buttons appearing underneath it.

- The **Previous** button will take you back to the AusTender details screen;
- The **Hold** button will save the contract registration, but it will hold the registration and it will not submit it to GAP for checking;
- The **Cancel** button will cancel the contract registration that has just been created; and
- The **Finalise** button will save the contract registration and submit it to GAP for review.

6. Creating a Panel Arrangement

6.1. General notes on Panel Arrangements

- A panel arrangement is a tool for the procurement of goods and/or services regularly acquired by agencies. In a panel arrangement an initial open approach to market must be conducted. From that approach a number of suppliers are selected, each of which are able to supply identified goods and/or services to an entity.
- For documents relating to Panel arrangements refer to the [Procuring from a Panel Arrangement](#) page on Entr. There is also a [Panel Arrangements](#) page on the Department of Finance's website that provides further information.

6.2. Creating a Panel Registration – Stage 1

6.2.1. How to create the panel registration

1. Open up the **myWorkplace** System.
2. Click on the **myJob** Tab
3. Click on the **Standing Offers and Panels** link
4. Click on the **Register a Standing Offer or Panel** link
5. Select the procurement method from the drop down list and then click on the **Create** button

The screenshot shows the 'Register Standing Offer or Panel' form at the 'Overview' stage (Step 2). A progress bar at the top indicates the steps: 1 Search, 2 Overview (current), 3 Detail, and 4 Review and Save. Below the progress bar is the 'Procurement Method Selection' section, which includes a dropdown menu and a 'Create' button. To the right of the dropdown, there is explanatory text for 'OPEN TENDER' and 'LIMITED TENDER'. Below this text is an important note: 'IMPORTANT The Procurement Method cannot be changed once the registration has been created. If it is found to be incorrect at a subsequent step, all associated documents, including Approval Forms, must be re-created.' At the bottom left of the form is an 'Exit' button.

6. Enter the panel registration details into the fields provided:

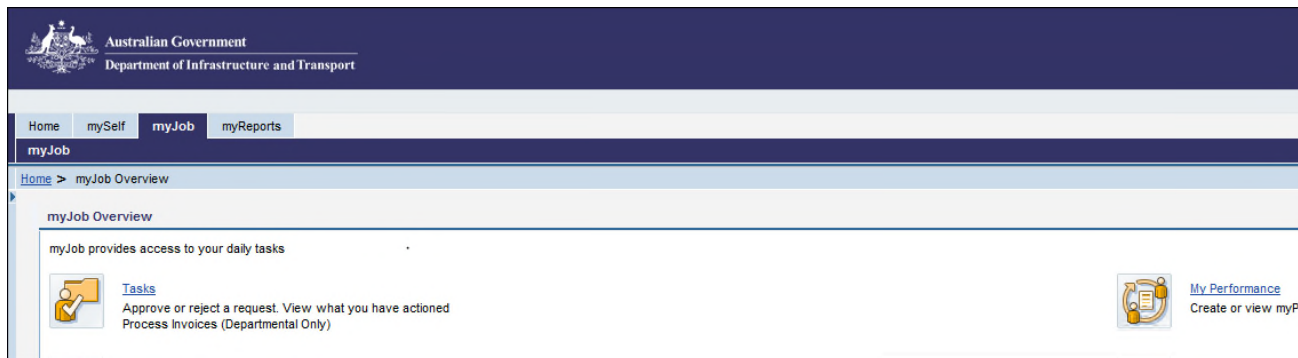
The screenshot shows the 'Register Standing Offer or Panel' form at the 'Detail' stage (Step 3). The progress bar at the top shows: 1 Search, 2 Overview, 3 Detail (current), and 4 Review and Save. The main section is titled 'Procurement Registration Information' and contains various fields for data entry. The 'Procurement Type' is set to 'Panel: Open Tender'. Other fields include Title, Company Code, Contract Type, Estimated Contract Value (GST Incl) (0.00), Purchasing Area, Project Officer, Estimated Term (Start Date), Estimated Term (End Date), UNSPS Code, Is this procurement for provision of Consultancy Services?, Consultancy Engagement Reason, Explanation of Procurement Process, Justification for Procurement, and General Comments. At the bottom of the form are buttons for 'Previous', 'Review', 'Cancel', and 'Exit'.

Field	Description
Procurement Type	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the previous screen.
Title	Enter the title of the panel registration. The description should be short, clear and meaningful.
Company Code	Use the drop down list to choose whether the panel is to be paid from Departmental or Administered funds.
Contract Type	Use the drop down list to select whether the panel is for Consultancy Services, Contractors, General Goods & Services, or a Memorandum of Understanding. <i>Note: This field is critical for reporting purposes, if incorrect then the registration will be blocked by GAP. For help on identifying consultancies please refer to the Guidelines for Identifying Consultancies on the Procurement intranet page, or contact GAP on x7144.</i>
Estimated Contract Value (GST Incl)	Enter the estimated total value of all procurements that may be entered into under the panel (GST inclusive). Make sure that the estimated value entered covers the maximum amount that may become payable over the life of the agreement.
Purchasing Area	Use the drop down list to select the area that is responsible for managing the panel.
Project Officer	Search for or enter the system user name of the staff member that will be responsible for the panel procurement process. To search for a name click on the selection icon in the right of the field.
Estimated Term (Start Date)	Enter the expected start date of the panel. This should either be the services start date, or the date that the first deed will be signed.
Estimated Term (End Date)	Enter the expected end date of the panel.
UNSPS Code	Select the United Nations Standard Products and Services Code (UNSPSC) that best describes the nature of the panel. This code is a goods and services category code. Please note that the code you select will categorize your panel on AusTender. There is a list of available UNSPS codes on the Procurement Intranet page.
Is the procurement for provision of Consultancy Services?	Use the drop down list to select either Yes or No . <i>Note: This field is critical for reporting purposes, if incorrect then the panel registration will be blocked by GAP. For help on identifying consultancies please refer to the Guidelines for Identifying Consultancies on the Procurement intranet page, or contact GAP on x7144.</i>
Consultancy Engagement Reason	If No was selected for the previous field then leave this field blank. If Yes was selected for the previous field then use the drop down list to select a relevant reason.
Explanation of Procurement Process	Provide details of the panel procurement process. You should include a description of the property or services and details of how the Request For Tender (RFT) will be used to source suitable suppliers that provide value for money as per the requirements of the Commonwealth Procurement Rules (CPR's). The level of detail you consider and how you document this should reflect the size, risk and complexity of the procurement.
Justification of Procurement	This should include a justification for the establishment of a panel for the desired property or services, any related costs, consultation with stakeholders, and details of any risks identified. The level of detail you consider and how you document this should reflect the size, risk and complexity of the procurement.
General Comments	Use this field to provide any additional information about the panel.

Once all the relevant fields have been filled in, click the **Review** button at the bottom of the screen. At this point the system will notify you if there are any errors in the registration (i.e. fields not filled in). If there are no errors that require correction then click on the **Save** button and make note of the panel registration number for your records.

6.2.2. Creating a Panel Approval form

1. Open up the **myWorkplace** System.
2. Click on the **myJob** Tab



3. Click on the **Standing Offers and Panels** link
4. Click on the **Panel Approvals** link
5. Search for the Panel, or enter the registration number into the **Procurement Registration No:** field and click on the **Search** button (make sure to remove any of the pre-populated criteria first)



Search Criterion

All Purchase Reqs

Search Filter

Procurement Registration No:

Created From: Created To:

Start Date From: Start Date To:

End Date From: End Date To:

Procurement Type:

Company Code:

Contract Type:

Created by:

Purchasing Area:

Project Officer:

Title:

SON Id:

6. Select the Panel from the list displayed and then click on the **Change Approval Forms** button



Procurement Method Selection

Panel Registration History

Panel Registration No	Status	Title	Price	Procurement Type	Contract Type	Purchasing Area	Project Officer	Start Date	End Date	SON Id
20000341	01_CREATED	Creating a panel arrangement example	1,000,000.00	Panel: Open Tender	Gen Goods & Services	CORP-Finance Servs	JCAMERON	01.10.2014	30.09.2016	

7. Click on the Change Approval Forms button

Procurement Registration No:

Procurement Registration Information

Procurement Type: *

Title: *

Company Code: *

Contract Type: *

Estimated Contract Value (GST Incl): *

Purchasing Area: *

Project Officer: * **Janine SIROLA**

Estimated Term (Start Date): *

Estimated Term (End Date): *

UNSPS Code: * **Printing and writing paper**

Explanation of Procurement Process: *

Justification for Procurement: *

General Comments:

SON ID (PART use only):

PART Comment:

- Click on the Show Commitment of Relevant Money Forms button, then click Create under the Form History section

Procurement Registration No:

Procurement Registration Information

Procurement Type: *

Title: *

Company Code: *

Contract Type: *

Estimated Contract Value (GST Incl): *

Purchasing Area: *

Project Officer: * Janine SIROLA

Estimated Term (Start Date): *

Estimated Term (End Date): *

UNSPS Code: * Printing and writing paper

Explanation of Procurement Process: *

Justification for Procurement: *

General Comments:

SON ID (PART use only):

PART Comment:

Form History

Form No	Status	Description	Actioned By	Actioned On
		Creating a panel arrangement example		

A Form will now open up in a new window titled Proposal to Spend Relevant Money

Proposal to Spend Relevant Money

Approval header

Panel Registration Number: Company Code:
Procurement Title:

Approval details

Proposed Contract Start Date: End Date:
Estimated Total or Maximum Value:

Justification for Procurement:

The Department requires the provision of invoice telecommunication expense management services to provide effective monitoring of and reporting on mobile device related expenditure.

If a limited tender procurement method is being used to establish the panel and the total value of the panel is \$80,000 (GST inclusive) or more, please provide a justification regarding how this meets the requirements of the Commonwealth Procurement Rules.

Cost Center:

Is proposed spending beyond current appropriations? No Yes

Approver details

Contact Officer:
Approver: Date:



Business Object Repository BUS7051 -

Acceptable File formats: DOCX, DOC, XLSX, XLS, PDF, MSG, JPG and TIF

Location of the attachment:

List Attachments

Type	Title	Mime Type	File Size	File Type

If you select **Yes** against the question 'Is proposed spending beyond current appropriations?' extra fields will appear under that section.

Is proposed spending beyond current appropriations?

No Yes

If YES, provide details of the written approval given by the Minister/Delegate.
For example, approver's name and date of approval.



PLEASE NOTE: If a proposed Deed of Standing Offer contains spending commitments, such as minimum spend clauses, certain contingent liabilities or other guarantees, financial approval is required. Otherwise, it is not required to establish a Panel Arrangement.

Below is a list of fields that may appear in your Procurement Approval form. Enter the relevant details into the fields provided:

Field	Description
Panel Registration Number	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Company Code	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Procurement Title	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Proposed Contract Start Date	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
End Date	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Estimated Total or Maximum Value	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Justification for Procurement	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
If a limited tender procurement method is being used to establish the panel and the total value of the panel is \$80,000 (GST inclusive) or more, please provide a justification regarding how this meets the requirements of the Commonwealth Procurement Rules.	If you are creating a panel arrangement valued \$80,000 (GST inclusive) or more and using a limited tender method please provide a justification how this meets the requirements of the Commonwealth Procurement Rules.,
Cost Centre	Enter in the cost centre number of the area responsible for the procurement.
Is proposed spending beyond current appropriations?	If the deed of standing offer commits the department to spending beyond the current appropriations then select Yes . If the deed of standing offer does not commit the department to spending beyond current appropriations then select No . <i>Note: the majority of deeds will not commit the department to any kind of spending.</i>

Field	Description
If YES, provide details of the written approval given by the Minister/Delegate under Section 15 of the PGPA Act. For example, approver's name and date of approval.	If you selected Yes in the previous field then provide details of the approval that was given. If you selected No in the previous field then this field will not be displayed and will not require completion.
Contact Officer	Enter the name of the staff member that will be responsible for the panel procurement process.
Procurement Approver	Use the drop down list to select an appropriate approver for the Procurement Approval Form. This list will only display staff members in the system that have sufficient delegation to approve the Procurement Approval form.
Date	This field cannot be changed by the user; this information will be populated by the system once the delegate has approved the Procurement Approval form.

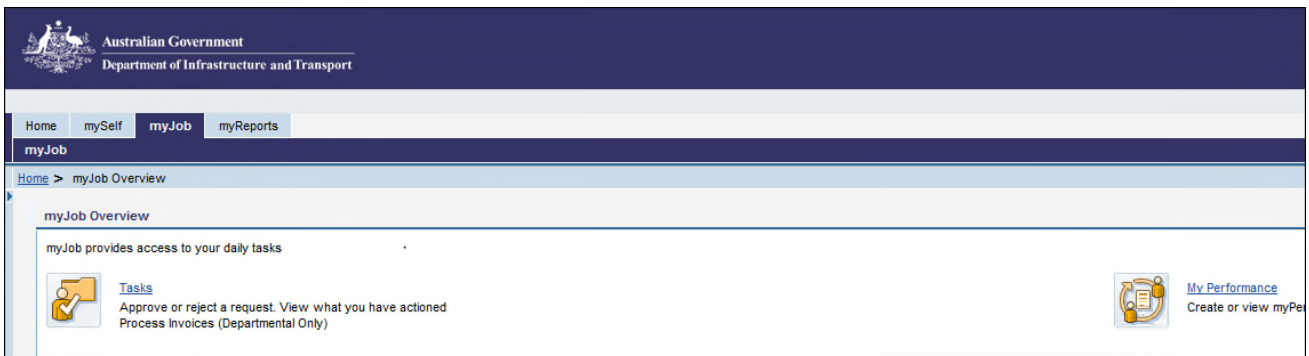
Once all the relevant fields have been filled in, click the **Check** button. At this point the system will notify you if there are any errors in the Procurement Approval form (i.e. fields not filled in). If there are no errors that require correction then click on the **Send** button and this will send the Procurement Approval form to the delegate's myWorkplace inbox for action. An automated email will also be sent through Outlook to the delegate informing them that there is a Procurement Approval form awaiting their approval in the system.

7.3.3 Submitting the panel registration to GAP

After the Procurement Approval form has been approved by the delegate you will then need to locate the panel registration in the system and submit it to GAP for review.

To submit a panel registration to GAP:

1. Open up the **myWorkplace** System.
2. Click on the **myJob** Tab



3. Click on the **Standing Offers and Panels** link
4. Click on the **Change/Submit a Standing Offer or Panel** link
5. Search for the Panel, or enter the registration number into the **Procurement Registration No:** field and click on the **Search** button



Search Criterion

All Purchase Reqs

Search Filter

Procurement Registration No:

Created From: Created To:

Start Date From: Start Date To:

End Date From: End Date To:

Procurement Type:

Company Code:

Contract Type:

Created by:

Purchasing Area:

Project Officer:

Title:

SON Id:

6. Select the Panel from the list displayed and then click on the **Change** button



Procurement Method Selection

Panel Registration History

Panel Registration No	Status	Title	Price	Procurement Type	Contract Type	Purchasing Area	Project Officer	Start Date	End Date	SON Id
20000341	01_CREATED	Creating a panel arrangement example	1,000,000.00	Panel: Open Tender	Gen Goods & Services	CORP-Finance Servs	JCAMERON	01.10.2014	30.09.2016	

The panel will now display on the screen with all of the fields opened up for entry. At this stage, please ensure that you do not change any of the fields that have already been completed as this may require a new Procurement Approval form to be approved.

1 Search 2 Overview 3 Detail 4 Review and Save

Procurement Registration No: 20000341

Procurement Registration Information

Procurement Type: * Panel: Open Tender

Title: * Creating a panel arrangement example

Company Code: * Infrastructure Departmental

Contract Type: * Gen Goods & Services

Estimated Contract Value (GST Incl): * 1,000,000.00

Purchasing Area: * CORP-Finance Servs

Project Officer: * JCAMERON Janine SIROLA

Estimated Term (Start Date): * 01.10.2014

Estimated Term (End Date): * 30.09.2016

UNSPS Code: * 14111500 Printing and writing paper

Explanation of Procurement Process: * Provide details of the panel procurement process. You should include a description of the property or services and details of how the Request for Tender (RFT) will be used to source suitable suppliers that provide the requirement.

Justification for Procurement: * This should include a justification for the establishment of a panel for the desired property or services, any related costs, consultation with stakeholders and details of any risks identified.

General Comments: Use this field to provide any additional information about the panel.

SON ID (PART use only):

PART Comment:

Show Commitment of Relevant Money Forms

Previous Review Cancel Exit

- Click on the **Review** button at the bottom of the screen
- Click on the **Submit** button, and the panel will then be submitted to GAP for review. If any corrections need to be made to the registration then GAP will contact you to arrange this.

Procurement Method Selection

Panel Registration History

Panel Registration No	Status	Title	Price	Procurement Type	Contract Type	Purchasing Area	Project Officer	Start Date	End Date	SON Id
20000341	02_SUBMITTED	Creating a panel arrangement example	1,000,000.00	Panel: Open Tender	Gen Goods & Services	CORP-Finance Servs	JCAMERON	01.10.2014	30.09.2016	

Previous Exit

7.4 Creating a Panel Registration – Stage 2

7.4.1 Adding suppliers to the Panel Registration

To add suppliers to a panel registration:

- Open up the **myWorkplace** System.
- Click on the **myJob** Tab
- Click on the **Standing Offers and Panels** link
- Click on the **Change/Submit a Standing Offer or Panel** link
- Search for the Panel, or enter the registration number into the **Procurement Registration No:** field and click on the **Search** button



Search Criterion

All Purchase Reqs

Search Filter

Procurement Registration No:

Created From: Created To:

Start Date From: Start Date To:

End Date From: End Date To:

Procurement Type:

Company Code:

Contract Type:

Created by:

Purchasing Area:

Project Officer:

Title:

SON Id:

6. Select the Panel from the list displayed and then click on the **Change** button

Procurement Method Selection

Panel Registration History

Panel Registration No	Status	Title	Price	Procurement Type	Contract Type	Purchasing Area	Project Officer	Start Date	End Date	SON Id
20000341	03_APPROVED	Creating a panel arrangement example	1,000,000.00	Panel: Open Tender	Gen Goods & Services	CORP-Finance Servs	JCAMERON	01.10.2014	30.09.2016	

The panel will now display on the screen with all of the fields opened up for entry. At this stage, please ensure that you do not change any of the fields that have already been completed as this may require a new Procurement Approval form to be approved.

Procurement Registration No: 20000341

Procurement Registration Information

Procurement Type: * Panel: Open Tender


Title: * Creating a panel arrangement example


Company Code: * Infrastructure Departmental


Contract Type: * Gen Goods & Services


Estimated Contract Value (GST Incl): * 1,000,000.00

Purchasing Area: * CORP-Finance Servs

Project Officer: * JCAMERON  Janine SIROLA

Estimated Term (Start Date): * 01.10.2014 

Estimated Term (End Date): * 30.09.2016 

UNSPS Code: * 14111500  Printing and writing paper

Explanation of Procurement Process: * Provide details of the panel procurement process. You should include a description of the property or services and details of how the Request for Tender (RFT) will be used to source suitable suppliers that provide the requirement.

Justification for Procurement: * This should include a justification for the establishment of a panel for the desired property or services, any related costs, consultation with stakeholders and details of any risks identified.


General Comments: Use this field to provide any additional information about the panel.

SON ID (PART use only):

PART Comment: Andrej approval testing

Show Commitment of Relevant Money Forms

Suppliers Info


*Supplier Id	Supplier Name	*Supplier Selection Reason	Estimated Term (Start Date)	Estimated Term (End Date)	Price	 Deleted	Deletion date
			01.10.2014	30.09.2016	1,000,000.00		

Add Supplier

Previous Review Cancel Exit

- Click on the **Add Supplier** button to add more supplier lines
- For each supplier that needs to be added to the panel registration fill in the following fields:

Suppliers Info

*Supplier Id	Supplier Name	*Supplier Selection Reason	Estimated Term (Start Date)	Estimated Term (End Date)	Price	 Deleted	Deletion date
			01.10.2014	30.09.2016	1,000,000.00		
			01.10.2014	30.09.2016	1,000,000.00		

Add Supplier

Field	Description
Supplier ID	Enter in or search for the vendor number of the supplier. To search for a vendor click on the selection icon in the right of the field. When selecting the vendor you will need to ensure that the ABN of the vendor you choose in the system exactly matches the ABN that the supplier signed the deed of standing offer with. <i>Note: If the vendor that you need is not listed please contact the Accounts Payable area on x7555 for advice on how to create a new vendor in the system.</i>
Supplier Name	This field cannot be changed by the user; the information contained here will be populated by the system using the vendor number entered into the previous field.
Supplier Selection Reason	Include information on the recommended supplier and how their offer/quote represented value for money. You should specifically include an explanation of the relevant financial and non-financial costs and benefits of the chosen supplier.
Estimated Term (Start Date)	Enter in the estimated start date. This will be stated in the deed of standing offer and is generally the same as the panel start date.
Estimated Term (End Date)	Enter in the estimated end date. This will be stated in the deed of standing offer and is generally the same as the panel end date.

Field	Description
Price	Enter in the estimated price. This is the total value that is likely to be procured against the supplier over the life of the panel.
Deleted	This field cannot be changed by the user; the information contained here will be populated by the system if a supplier is deleted from the panel.
Deletion Date	This field cannot be changed by the user; the information contained here will be populated by the system if a supplier is deleted from the panel.

Once you've added all of the suppliers to the panel registration click the **Review** button at the bottom of the screen. At this point the system will notify you if there are any errors in the panel registration (i.e. fields not filled in). If there are no errors that require correction then the system will give you two options:

- If you click on the **Save** button the panel registration will save but will NOT be submitted to GAP for review
- If you click on the **Complete** button the panel registration will save and will be forward through to GAP for checking

Once you have clicked the **Complete** button you should also email through copies of all of the signed deeds (if you haven't already done so) to help.procurement@infrastructure.gov.au so that GAP can review the suppliers added in the system, and publish the panel notice on AusTender.

If a signed deed of standing offer is not provided for a particular supplier then GAP may delete that supplier from the panel registration in order to prevent users from selecting the supplier when creating their contract registrations against the panel.

7. Variations

8.1 General notes on Variations

- The decision to exercise a contract extension option and its justification on a value for money basis should be documented, signed off by the delegate and filed appropriately.
- Procurement Approvals and limited tender approval need to be sought prior to a variation with the supplier being agreed upon.
- Variations require the original contract registration to be varied and online approvals to be made under the original procurement registration. Varying contracts in this manner ensures that contracts are reported correctly on AusTender.



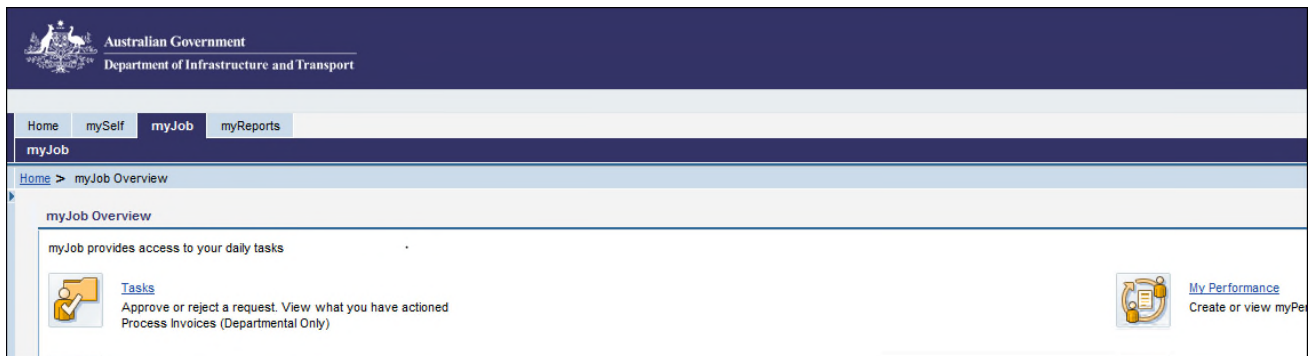
PLEASE NOTE: You can only vary the details of a contract registration providing that they fit within the scope of your procurement registration (i.e. date range, value etc.). If a variation to the details of a contract registration does not fit within the scope of your procurement registration then you will first need to vary your procurement registration in the system before you can proceed to vary your contract registration.

8.2 Procurement Registration – Variations

8.2.1 How to vary the procurement registration

To vary a procurement registration:

1. Open up the **myWorkplace** System.
2. Click on the **myJob** Tab



3. Click on the **Procurements** link
4. Click on the **Maintain/Display Procurement** link
5. Enter the Procurement Registration number (1000....) into the **Document no:** field and click on the **Go** button

Procurement Hierarchy		Details															
Document no:	<input type="text" value="10010950"/>	<input type="button" value="Go"/>	<input type="button" value="Search"/>														
<table border="1"><thead><tr><th>Procurement Type</th><th>Status</th></tr></thead><tbody><tr><td>▼ Registrations</td><td></td></tr><tr><td>▼ 0010010950(\$79,000.00)</td><td>Finalised</td></tr><tr><td>▼ Approval Forms</td><td></td></tr><tr><td>▪ Approval(000400022316)</td><td>Approved</td></tr><tr><td>▼ Contracts / Work Orders</td><td></td></tr><tr><td>▶ 0041006691(\$79,000.00)</td><td>Finalised</td></tr></tbody></table>	Procurement Type	Status	▼ Registrations		▼ 0010010950(\$79,000.00)	Finalised	▼ Approval Forms		▪ Approval(000400022316)	Approved	▼ Contracts / Work Orders		▶ 0041006691(\$79,000.00)	Finalised			
Procurement Type	Status																
▼ Registrations																	
▼ 0010010950(\$79,000.00)	Finalised																
▼ Approval Forms																	
▪ Approval(000400022316)	Approved																
▼ Contracts / Work Orders																	
▶ 0041006691(\$79,000.00)	Finalised																
<input type="button" value="Change"/>	<input type="button" value="Delete"/>																
<input type="button" value="Exit"/>																	
Procurement Registration No:		<input type="text" value="10010950"/>															
Procurement Registration Information																	
Procurement Type: *	<input type="text" value="Contract: Limited Tender"/>																
Title: *	<input type="text" value="Variation example"/>																
Company Code: *	<input type="text" value="Infrastructure Departmental"/>																
Contract Type: *	<input type="text" value="Gen Goods & Services"/>																
Estimated Contract Value (GST Incl): *	<input type="text" value="79,000.00"/>																
Purchasing Area: *	<input type="text" value="CORP-Finance Servs"/>																
Project Officer: *	<input type="text" value="JCAMERON"/>	<input type="text" value="Janine SIROLA"/>															

- Make sure that the line in the hierarchy which contains the procurement registration number (1000....) is highlighted in orange and then click on the **Change** button.

Details

Procurement Registration No:

Procurement Registration Information

Procurement Type: *

Title: *

Company Code: *

Contract Type: *

Estimated Contract Value (GST Incl): *

Purchasing Area: *

Project Officer: * **Janine SIROLA**

Estimated Term (Start Date): *

Estimated Term (End Date): *

UNSPS Code: * **Stationery**

Explanation of Procurement Process: *

Justification for Procurement: *

General Comments: PART Comment:

- Make any necessary changes to the procurement registration in order to cover the variation e.g. extend the end date and/or increase the value if necessary
- After you have amended the necessary fields click on the **Review** button, then click on the **Save** button.

The status of the procurement registration will now change from 'Finalised' to 'Created'. Once the procurement registration is in a 'Created' state you will need to create a new Procurement Approval form and have it approved by your delegate before the procurement registration will finalise.

8.2.3 Creating a Procurement Approval Form

Click on the **Approval Forms** line in the hierarchy on the left hand side and then click on the **Create** button.

Maintain Procurement

Procurement Hierarchy

Document no:

Procurement Type	Status
▼ Registrations	
▼ 0010013975(\$250,000.00)	Created
▼ Approval Forms	
▪ Approval(000400028365)	Approved
▶ Contracts / Work Orders	

Your approval screen should look similar to this:

Procurement Approval

Background Information

Do you want to provide further background information in addition to below? No Yes

Procurement details

Procurement Registration Number: Description:
 Proposed Contract Start Date: End Date:
 Procurement Method: Company code:
 Estimated Total or Maximum Value (GST Inc): Purchasing Area:

Explanation for Procurement:

Justification for Procurement:

General Comments for Procurement:

Approver details

Contact Officer:
 Approver: Approval Date:
 Approval Comments:

Business Object Repository BUS7051 -

Acceptable File formats: DOCX, DOC, XLSX, XLS, PDF, MSG and TIF

Location of the attachment:

List Attachments					
Type	Title	Mime Type	File Size	File Type	

If you select 'Yes' to provide further background information then additional fields will appear under the Background Information section:

Procurement Approval

Background Information

Do you want to provide further background information in addition to below? No Yes

* Subject

Key Issues:

Sensitivities (if any):

* Background:

Below is a list of fields that may appear in your Procurement Approval form. Enter the relevant details into the fields provided:

Field	Description
Subject	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Provide a subject description here.
Key Issues	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Outline any key issues that may have an impact on the procurement.
Sensitivities (if any)	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Detail any sensitivities relating to the procurement that the delegate needs to be aware of.
Background	This field will only be revealed if you select 'Yes' to provide further background information in addition to the below. Provide details of any background information that the delegate needs to be aware of.
Procurement Registration Number	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.

Field	Description
Description	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Proposed Contract Start Date	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
End Date	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Procurement Method	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Company Code	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Estimated Total or Maximum Value (GST Incl)	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Purchasing Area	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Explanation for Procurement	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Justification for Procurement	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
General Comments for Procurement	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
If procurement is a Limited Tender and under \$80,000: Limited Tender Details	The fields here are prefilled and cannot be changed as they apply to limited tender procurements valued \$80,000 or more.
If the procurement is a Limited Tender and \$80,000 and over: Is the Limited Tender Exempt from Division 2 of the Commonwealth Procurement Rules?	Please check the Commonwealth Procurement Rules prior to completing these details. If YES, please provide the exemption from the drop down list. If paragraph 2.6 of the CPRs applies, select Yes and select reason from drop down list. If NO, please provide the limited tender condition from the drop down list. If the procurement relates to construction and is valued below the construction threshold select the reason from the drop down list here.
If the procurement is a Limited Tender: Please provide a statement indicating the circumstances that justifies the use of limited tender and how this represents value for money	If procurement is valued under \$80,000 the field cannot be changed by user. If procurement is valued \$80,000 or more provide a detailed justification of how your procurement meets the applicable grounds for limited tendering as selected above.
Contact Officer	Enter the name of the staff member that will be responsible for the procurement process.

Field	Description
Approver	Use the drop down list to select an appropriate approver for the Procurement Approval form. This list will only display staff members in the system that have sufficient delegation to approve the Procurement Approval form.
Approval Date	This field cannot be changed by the user; this information will be pre-populated by the system once the delegate has approved the Procurement Approval form.

Attach any relevant supporting documentation for the delegate in the attachments section:

- Click the **Browse** button
- Locate the relevant file and click on **Open**
- Click on the **Create Attachment** button, and the file will be added to your list of attachments

Once the attachments are added and all the relevant fields have been filled in, click the **Check** button. At this point the system will notify you if there are any errors in the Procurement Approval form (i.e. fields not filled in). If there are no errors that require correction then click on the **Send** button and this will send the Procurement Approval form to the delegate's myWorkplace inbox for action. An automated email will also be sent through Outlook to the delegate informing them that there is an Procurement Approval form awaiting their approval in the system.

8.3 Contract Registration – Variations

9.3.1 How to vary the contract registration



PLEASE NOTE: If you are attempting to vary the supplier in your contract registration please contact GAP for advice in the first instance.

The method for varying a contract registration will differ slightly depending on whether or not the original contract registration has been published on AusTender yet. In order to tell if the original contract registration has been published on AusTender you can look at the buttons that are available to you after you've looked up a contract registration. If you are presented with a **Change** button then the contract has not yet been published on AusTender, or is under the threshold for publishing on AusTender. If you are presented with a **Vary Registration** button then the original contract notice has already been published on AusTender.

To vary a contract registration that has not yet been published on AusTender:

1. Open up the **myWorkplace** System
2. Click on the **myJob** Tab
3. Click on the **Procurements** link
4. Click on the **Maintain/Display Procurement** link
5. Enter the Contract Registration number into the **Document no:** field and click on the **Go** button
6. Make sure that the line in the hierarchy which contains the contract registration number is highlighted in orange and then click on the **Change** button

Maintain Procurement

Procurement Hierarchy

Document no:

Procurement Type	Status
▼ Registrations	
▼ 0010010950(\$79,000.00)	Finalised
▼ Approval Forms	
▪ Approval(000400022330)	Approved
▪ Approval(000400022316)	Approved
▼ Contracts / Work Orders	
▶ 0041006691(\$79,000.00)	Finalised

7. Make any necessary changes to the contract registration e.g. extend the end date and/or increase the value if necessary
8. Enter a comment into the **General Comments** field outlining the changes that you are making to the contract registration (e.g. "Extending end date from 30/06/2014 to 31/12/2014 in accordance with signed variation")
9. Attach a copy of the fully signed deed of variation, or any other supporting documentation (between us and the supplier) relating to the variation by doing the following:
 - Click on the **Attachments** button at the bottom of the screen
 - Click the **Browse** button, locate the relevant file and click on **Open**
 - Click on the **Create Attachment** button, and the file will be added to your list of attachments
 - Click on the **Ok** button to close out of the Attachments box (*skip to point 10 for the next steps*)

To vary a contract registration that has been published on AusTender:

1. Open up the **myWorkplace** System
2. Click on the **myJob** Tab
3. Click on the **Procurements** link
4. Click on the **Maintain/Display Procurement** link
5. Enter the Contract Registration number into the **Document no:** field and click on the **Go** button
6. Make sure that the line in the hierarchy which contains the contract registration number is highlighted in orange and then click on the **Vary Registration** button

Procurement Hierarchy

Document no:

Procurement Type	Status
▼ Registrations	
▼ 0010010950(\$79,000.00)	Finalised
▶ Approval Forms	
▼ Contracts / Work Orders	
▶ 0041006691(\$79,000.00)	Finalised

7. Enter a date into the **Variation Start Date** field. Please note: this date should be the date that the variation or extension of the contract is to take effect. If there is no official variation or extension and you are merely correcting the details of the contract registration then put in today's date.

Details

Contract / Work Order No:

Variation Info

Variation Start Date:

- Make any necessary changes to the contract registration e.g. extend the end date and/or increase the value if necessary
- Enter a comment into the **General Comments** field outlining the changes that you are making to the contract registration (e.g. "Extending end date from 30/06/2014 to 31/12/2014 in accordance with signed variation")
- Attach a copy of the fully signed deed of variation, or any other supporting documentation relating to the variation by doing the following:
 - Click on the **Attachments** button at the bottom of the screen
 - Click the **Browse** button, locate the relevant file and click on **Open**
 - Click on the **Create Attachment** button, and the file will be added to your list of attachments
 - Click on the **Ok** button to close out of the Attachments box

Attachments

Business Object Repository BUS2014 -

Acceptable File formats: DOCX, DOC, XL SX, XLS, PDF, MSG and TIF

Location of the attachment:

Type	Title	Mime Type	File Size	File Type

11. Click on the **Review** button

For Contract Registrations where the value of the variation is under \$10,000:

The Contract Information screen will now appear in a read only state with four buttons appearing underneath it.

- The **Previous** button will open the fields back up for changes;
- The **Hold** button will save the contract registration, but it will not finalise it;

- The **Cancel** button will cancel the contract registration that has just been created; and
- The **Finalise** button will save the contract registration and finalise it.

For Contract Registrations where the value of the variation is at or above \$10,000:

12. If there are no errors the system will take you to the Gazettal Details page. Amend the Contract Gazettal details if required.
13. Once all of the relevant fields have been amended click on the **Review** button
14. Review any error messages (if applicable) and make any necessary corrections to the contract registration

The Contract Information screen will now appear in a read only state with four buttons appearing underneath it.

- The **Previous** button will take you back to the AusTender details screen;
- The **Hold** button will save the contract registration, but it will hold the registration and it will not submit it to GAP for checking;
- The **Cancel** button will cancel the contract registration that has just been created; and
- The **Finalise** button will save the contract registration and may (depending on the value of the variation) submit it to GAP for review.

8. Creating a Purchase Order (PO)

1. Open up the **myWorkplace** System
2. Click on the **myJob** Tab
3. Click on the **Procurements** link
4. Click on the **Maintain/Display Procurement** link
5. Enter the Contract Registration number into the **Document no:** field and click on the **Go** button
6. Click on the **Purchase Orders** line in the hierarchy on the left hand side, and then click on the **Create** button

Maintain Procurement

[Help](#) [Close](#)

Procurement Hierarchy
Details

Document no:

Procurement Type	Status
▼ Registrations	
▼ 0010010974(\$120,000.00)	Finalised
▼ Approval Forms	
▪ Approval(000400022327)	Approved
▼ Contracts / Work Orders	
▼ 0041006692(\$120,000.00)	Finalised
▼ Purchase Orders	

7. Enter the purchase order details into the fields provided:

Details

Purchase Order No:

Purchase Order Information

Contract / Work Order No: Company Code:
 Contract Type:
 Supplier: * THE TRUSTEE FOR ESSENCE COMMUNICATI T/A ESSENCE COMMUNICATIONS
 Supplier's Reference: *
 Purchasing Area: * ▼
 Invoice Officer: *
 Project Officer: * **Janine SIROLA**
 Project Officer's Telephone: *
 Payment terms: ▼
 Special Instructions for the PO:

Items Information

Field	Description
Purchase Order No	This field cannot be changed by the user; the information contained here will be populated by the system once the purchase order has been finalised.
Contract/Work Order No	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the contract/work order registration screen.
Company Code	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the procurement registration screen.
Contract Type	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the contract registration screen.
Supplier	This field cannot be changed by the user; the information contained here has been pre-populated using the details entered into the contract/work order registration screen.
Supplier's Reference	Enter in a reference that will be relevant to the supplier. e.g. customer number, job number, quote number, or title of procurement
Purchasing Area	The information contained here has been pre-populated using the details entered into the contract/work order registration screen. Unless this information is incorrect, leave it as it appears.
Invoice Officer	Search for or enter the system user name of the staff member that will be responsible for processing the supplier invoices. To search for a name click on the selection icon in the right of the field.
Project Officer	The information contained here has been pre-populated using the details entered into the contract/work order registration screen. Unless this information is incorrect, leave it as it appears.
Project Officer Telephone	Enter in the contact number for the project officer listed.
Payment terms	This is not a mandatory field. If no selection is made (left blank) the payment terms will default from the vendor record. If different payment terms have been specified in the contract, use the drop down list to select the payment terms. The Department's standard payment terms are 28 days.
Special Instructions for the PO	Enter in any special instructions for the purchase order. e.g. invoice is not to be processed unless it is accompanied by an approved timesheet

8. Once all of the above fields have been completed click on the **Add Item** button towards the bottom of the screen.
9. Enter the purchase order item information into the fields provided:


Details


Purchase Order Item Information


Nature of Procurement Asset Expense/Capital Order

Description: *

Additional Description:

Tax Code: * 

Delivery Date: * 

 If Multiple Delivery Dates are expected, click on the button "Multiple Delivery Dates" to enter them.

If you select **Asset** against the Nature of Procurement field then the following fields will appear on your purchase order:

Field	Description
Description	Provide a description of the goods or services that the line item relates to.
Additional Description	Provide additional information here if required.
Asset	Click the box icon to bring up a main asset number search box.
Sub Asset	Click the box icon to bring up a sub asset number search box.
Quantity	Enter the number of assets being procured.
Unit Price (GST Incl)	Enter the cost for each individual asset.
Total Price (GST Incl)	This field cannot be changed by the user; the information contained here will be populated by the system based on the information entered into the previous two fields.
Tax Code	Click the selection icon on the right to bring up a list of codes. Choose the appropriate tax code. Please note that you must first select the nature of the procurement before selecting a tax code.
Delivery Date	This is the date that the services or goods are expected to be received by. Enter the expected/actual date of delivery for the goods or services.

If you select **Expense/Capital Order** against the Nature of Procurement field then the following fields will appear on your purchase order:

Field	Description
Description	Provide a description of the goods or services that the line item relates to.
Additional Description	Provide additional information here if required.
GL Account	Either enter in or search for a general ledger (GL) code. To search for a GL code click on the selection icon in the right of the field. A list of GL Codes is available on the Finance Intranet page. Please note that if you have selected the consultancies contract type in the contract registration and it is Departmental, then you can only select the consultancy GL code - 45400.
Cost Centre	Either enter in or search for your cost centre code. To search for a cost centre code click on the selection icon in the right of the field.

Field	Description
Internal Order	If your cost centre has an associated internal order number then either enter in the number or search for it using the selection icon in the right of the field.
Amount (Including GST)	Enter in the total value for the line item
Tax Code	Click the selection icon on the right to bring up a list of codes. Choose the appropriate tax code. Please note that you must first select the nature of the procurement before selecting a tax code.
Delivery Date	This is the date that the services or goods are expected to be received by. Enter the expected/actual date of delivery for the goods or services.

If there are multiple delivery dates for the services then click on the **Show Multiple Delivery Dates** button at the bottom of the screen and enter your delivery dates under the Delivery Lines Info section.

Once all the relevant fields have been filled in, click the **Complete Item** button. At this point the system will notify you if there are any errors (i.e. fields not filled in).

If you need to add multiple line items then simply click on the **Add Item** button and follow the steps above until all of the line items have been successfully added.

If you need to change an existing line item then highlight the line item and click on the **Change Item** button.

At this point, if you don't want to send the PO to your approver yet you can select the **Hold PO** button, which will save the purchase order so that you can come back to it later.

Once you're satisfied that you have completed all of your line items click on the **Select Approver** button. A reviewer can be anyone in the Department at an EL1 or above level. Search for the reviewer by typing in part of their name and clicking on the **Search** button. A list of reviewers will now be displayed. Select an appropriate reviewer from the list and then click on the **Confirm Selection** button.

To send the purchase order to your reviewer click on the **Review** button, then click on the **Save and Submit** button. This will send the purchase order to the reviewer's myWorkplace inbox for action. An automated email will also be sent through Outlook to the delegate informing them that there is a purchase order awaiting their review in the system.



PLEASE NOTE: For information on how to create a Goods Receipt please refer to the Paperless Accounts Payable (PAP) Manual.

Appendix A: myWorkplace Procurement Solution Tips

General tips on the procurement process and using myWorkplace

Resubmitting a contract/work order registration that has been blocked by GAP:

When a contract/work order registration is blocked by GAP it will need to be resubmitted for review after the requested changes have been made.

To resubmit a blocked contract/work order registration:

- Search for the contract/work order registration via the **Maintain/Display Procurement** option
- Highlight the contract/work order line in the hierarchy on the left hand side
- Click on the **Change** button
- Make any necessary changes to the Contract/Work Order Information page or attach any additional documentation (if required)
- Click on the **Review** button
- Make any necessary changes to the Gazettal Details page (if required)
- Click on the **Review** button
- Click on the **Resubmit** button

If a procurement registration is blocked by GAP then changes will need to be made to the procurement registration and a new Procurement Approval form will need to be created and approved before the registration will workflow through to GAP for review.

Searching in the myWorkplace Procurement System:

- When performing a search the system will only search for the term in the beginning of the text field. E.g. If you are looking for 'John Smith' and you enter 'Smith' as the search term, the system will not find it, because 'Smith' is the second word. Yet if you had searched for 'John' it would find 'John Smith' because 'John' is the first word of the text. To get the system to search throughout the entire text field for 'Smith' place a '*' either side of the search word. This means that by searching for '*Smith*', you would find 'John Smith'.

Deleting a Purchase Order:

A Purchase Order cannot be deleted if a Goods Receipt (GR) has been created and a payment has already been made against it. If a Goods Receipt has been created, but nothing has been paid yet, then you must first reverse the Goods Receipt before the Purchase Order can be deleted.

To delete a Purchase Order:

1. Open up the **myWorkplace** System
2. Click on the **myJob** Tab
3. Click on the **Procurements** link
4. Click on the **Maintain/Display Procurement** link
5. Enter the Purchase Order number into the **Document no:** field and click on the **Go** button
6. Make sure that the **Purchase Order** number line in the hierarchy on the left hand side is highlighted in orange and click on the **Change** button

This will open all of the fields in the Purchase Order back up for amendment.



PLEASE NOTE: If your Purchase Order has multiple delivery dates you may first need to remove them before the Purchase Order can be deleted. To remove multiple delivery dates click on the Change Item button then click on the Show Multiple Delivery Dates button. Remove the delivery dates and then click on Complete Item.

7. Click on the **Delete Item** button under the Items Information section

Items Information				
Item No	Proc Type	Description	Quantity	Amount Excl
00001	Expense/Capital Order	Purchase Order Example	1.00	45,45

Approver Information

Approver: * DBANHAM

You will notice now that the **Deleted** column under the Line Items information has now changed from 'No' to 'Yes'

Items Information													
Item No	Proc Type	Description	Quantity	Amount Excl GST	Total Incl GST	Total GST	Tax Code	Delivery date	Deleted	Goods Receipt	Invoice Receipt	Final Invoice	Delivery Complete
00001	Expense/Capital Order	Purchase Order Example	1.00	45,454.54	50,000.00	4,545.46	P1	01.11.2012	Yes	0.00	0.00	No	No

Approver Information

Approver: * DBANHAM

8. Click on the **Review** button at the bottom of the screen
9. Click on the **Save and Submit** button at the bottom of the screen and the Purchase Order will now disappear

Closing a Purchase Order:

A Purchase Order cannot be closed if there are any outstanding un-invoiced Goods Receipts (GR's). If a Goods Receipt has been created, but nothing has been paid yet, then you must first reverse the outstanding Goods Receipt before the Purchase Order can be closed.

To close a Purchase Order:

10. Open up the **myWorkplace** System
11. Click on the **myJob** Tab
12. Click on the **Procurements** link
13. Click on the **Maintain/Display Procurement** link
14. Enter the Purchase Order number into the **Document no:** field and click on the **Go** button
15. Make sure that the **Purchase Order** number line in the hierarchy on the left hand side is highlighted in orange and click on the **Change** button

This will open all of the fields in the Purchase Order back up for amendment.

16. Click on the **Change Item** button under the Items Information section

Items Information				
Item No	Proc Type	Description	Quantity	Amount Excl
00001	Expense/Capital Order	Purchase Order Example	1.00	45,45

Approver Information

Approver: * DBANHAM

17. Under the Order Statuses section change both the **Finalise PO** and **Delivery Complete** drop down boxes to **Yes**
18. Click on the **Complete Item** button at the bottom of the screen
19. Click on the **Review** button at the bottom of the screen
20. Click on the **Save and Submit** button at the bottom of the screen and the Purchase Order will be closed

Deleting a Contract Registration:

A Contract Registration cannot be deleted if it has already been reported on AusTender (the Australian Government's Procurement Information System). If the myWorkplace system does not give you the option to delete your Contract Registration this means that it has already been reported on AusTender and you will need to contact GAP if you need to have it removed.

To delete a Contract Registration:

1. Open up the **myWorkplace** System
2. Click on the **myJob** Tab
3. Click on the **Procurements** link
4. Click on the **Maintain/Display Procurement** link
5. Enter the Contract Registration number into the **Document no:** field and click on the **Go** button
6. Make sure that the **Contract Registration** number line in the hierarchy on the left hand side is highlighted in orange and click on the **Delete** button under the Procurement Hierarchy Section

Maintain Procurement

Procurement Hierarchy

Document no:

Procurement Type	Status
▼ Registrations	
▼ 0010010950(\$79,000.00)	Finalised
▼ Approval Forms	
▪ Approval(000400022330)	Approved
▪ Approval(000400022316)	Approved
▼ Contracts / Work Orders	
▼ 0041006691(\$79,000.00)	Finalised
▼ Purchase Orders	

7. Now click on the **Delete** button under the Details Section and the Contract Registration will disappear

Details

Contract / Work Order No:

Contract / Work Order Information

Procurement Registration No: Company Code: *
Contract Type: * Contract Category: *
Purchasing Area: *
Project Officer: * **Janine SIROLA**
Supplier: * **THE TRUSTEE FOR ESSENCE COMMUNICATI T/A ESSENCE COMMUNICATIONS**
Title: *
Contract Value (GST Incl): *
Start Date: *
End Date: *

Is this procurement for provision of Consultancy Services?: *

Supplier Selection Reason: *

General comments:

PART Comments:

SON Id (PART use only): Date of Agreement (PART):

Consultancy Contracts

If proposing to select Consultancy Services as the contract type during registration, officers must determine whether the services meet the definition of a consultancy. For information on what services constitute a consultancy, please refer to 'Guidelines on Identifying Consultants' which is available on the procurement home page on ENTR. The Procurement Advice and Reporting Team reviews whether a contract is for the provision of consultancy service and if found incorrect can block contract registrations and request that details be amended. It is critical in the contract registration stage to identify correctly whether a contract is a consultancy as this is then used for AusTender and the Annual Report.

Please note that when selecting a contract type in the contract/work order registration stage, you are able to select a contract type which is different to the one selected in the procurement registration. The contract type in the purchase order is defaulted from the contract registration and cannot be changed. If you have selected Consultancy Services in the contract registration stage and you are using Departmental funding, then the system will force you to code the expenses to the consultancy G/L 45400 in the purchase order. If you have not selected the consultancy services contract type then the system will not let you code the expenses to the consultancy G/L. To amend the contract type, the purchase order will need to be deleted and the contract registration changed. Once the contract registration has been changed, the purchase order will need to be created again.

Appendix B: Glossary of Definitions

Approach to market – any notice inviting potential suppliers to participate in a procurement which may include a request for tender, request for quote, request for expression of interest, request for application for inclusion on a multi-use list, request for information or request for proposal.

Note: the acronym 'ATM' is used on AusTender and other procurement documents to reference an approach to market.

Approver – is:

A Minister

An Accountable Authority; or

An official who has delegation under the Accountable Authority Delegations.

AusTender – the central web-based facility for the publication of Australian Government procurement information, including business opportunities, annual procurement plans and contracts awarded.

Accountable Authority Instructions (AAIs) – instructions issued by the Accountable Authority under section 20A of the PGPA Act.

Commercial goods and services – commercial goods and services are of a type that are offered for sale to, and routinely purchased by, non-government buyers for non-government purposes, including any modifications common in the commercial marketplace and any minor modifications not common in the commercial marketplace.

Conditions for participation – minimum conditions that potential suppliers **must** demonstrate compliance with, in order to participate in a procurement process or for submissions to be considered. This may include a requirement to undertake an accreditation or validation procedure.

Construction services – procurements related to the construction of buildings and all procurements covered by the Public Works Committee Act 1969.

Contract – an arrangement, as defined by the s23(2) of the PGPA Act, for the procurement of goods and services under which relevant money is payable or may become payable.

Note: this includes standing offers and panels.

Contractors – contract staff positions filled within the department. For example, staff engaged via a labour hire arrangement with a recruitment company or an IT contractor engaged via an IT company.

Corporate Commonwealth entity – a Commonwealth entity which is a body corporate.

Days – means calendar days.

End date (in a contract) – can be defined by reference to a specific date or by reference to a specific event.

Goods – every type of right, interest or thing which is legally capable of being owned. This includes, but is not restricted to, physical goods and real property as well as intangibles such as intellectual property, contract options and goodwill.

Limited tender – involves a relevant entity approaching one or more potential suppliers to make submissions, where the process does not meet the rules for open tender.

Memorandum of Understanding (MOU) – A written agreement between two or more parties that defines the working relationship, expectations and responsibilities. MoUs are usually not legally binding on the parties. They are commonly used to clarify arrangements between non-corporate Commonwealth entities.

Multi-use list – a list, intended for use in more than one procurement process, of pre-registered suppliers who have satisfied the conditions for participation on the list. Each approach to a multi-use list is considered a new procurement.

Open approach to market – any notice inviting all potential suppliers to participate in a procurement which may include a request for tender, request for quote, request for expression of interest, request for application for inclusion on a multi-use list, request for information and request for proposal.

Open tender – involves publishing an open approach to market and inviting submissions.

Non-corporate Commonwealth entity – a Commonwealth entity that is not a body corporate.

Potential supplier – an entity or person who may respond to an approach to market.

Procurement – encompasses the whole process of procuring goods and services. It begins when a need has been identified and a decision has been made on the procurement requirement. Procurement continues through the processes of risk assessment, seeking and evaluating alternative solutions, the awarding of a contract, delivery of and payment for the goods and services and, where relevant, ongoing contract management and consideration of disposal of goods. Procurement does not include:

- a. grants (whether in the form of a contract, conditional gift or deed);

- b. investment (or divestments);
- c. sales by tender;
- d. loans;
- e. procurements of goods and services for resale or procurement of goods and services used in the production of goods for resale;
- f. any property right not acquired through the expenditure of relevant money (for example, a right to pursue a legal claim for negligence);
- g. statutory appointments;
- h. appointments made by a Minister using the executive power (for example, the appointment of a person to an advisory board); or
- i. the engagement of employees – such as under the Public Service Act 1999, the Parliamentary Services Act 1999, a relevant entity’s enabling legislation, or the common law concept of employment.

Procurement thresholds – the procurement thresholds (including GST) are:

- a. for non-corporate Commonwealth entities, other than for procurements of construction services, the procurement threshold is \$80,000;
- b. for prescribed corporate Commonwealth entities, other than for procurements of construction services, the procurement threshold is \$400,000; or
- c. for procurements of construction services the procurement threshold is \$7.5 million.

Reporting thresholds – the reporting thresholds (including GST) are:

- a. \$10,000 for non-corporate Commonwealth entities; and
- b. for relevant corporate Commonwealth entities
 - i. \$400,000 for procurements other than procurement of construction services,

or

- ii. \$7.5 million for procurements of construction services.

Request documentation – documentation provided to potential suppliers to enable them to understand and assess the requirements of the procuring entity and to prepare appropriate and responsive submissions. This general term includes documentation for expressions of interest, open tender and limited tender. In this Department either a Request for Offer or a Request for Tender is used as the Request documentation.

Standing offer – an arrangement setting out the terms and conditions, including a basis for pricing, under which a supplier agrees to supply specified goods and services to an entity for a specified period.

Submission – any formally submitted response from a potential supplier to an approach to market. Submissions may include tenders, responses to expressions of interest, applications for inclusion on a multi-use list or responses to request for quote.

Supplier – an entity or person who has entered into a contract with the Commonwealth.

Appendix C: Useful links

Panels Arrangements

<https://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/procurement-practice/panel-and-mul/principles.html>

Whole-of-Government Procurement Contracts, Arrangements and Initiatives

[Whole-of-Government Procurement Contracts, Arrangements and Initiatives | Department of Finance](#)

Commonwealth Procurement Rules

<https://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/>

AusTender Home Page

<https://www.tenders.gov.au/?event=public.home>

Version Control

Version Number	Purpose/Changes	Author	Approver	Date
1	Original	Andrej Ruckschloss	W.Orlandi	31/05/2013
2	To incorporate changes relating to the PGPA Act effective 1 July 2014	Janine Sirola	Steven McEwan	10/11/2014
3	To incorporate changes made in the myWorkplace System	Nicole Peterson	Andrej Ruckschloss	31/10/2016

Document Location – G:/Corporate/Finance/Procurement/myWorkplace User Guides