

Approach to Market

To establish Contract for Water Governance Advisor

Reference ID: KM23/27

UNSPSC: 80101504 Strategic planning consultation services

This Approach to Market (ATM) is to procure consultancy service of Water Governance Advisor who will work with the Post for strategic guidance on initiatives related to water resource management.

The Commonwealth of Australia as represented by Department of Foreign Affairs and Trade (the Customer) is seeking submissions for the provision of the consultancy services (the Requirement) as described in this ATM comprising:

* this CCS ATM, including the Statement of Requirement
* the CCS ATM Response Form
* the CCS ATM Annexes (if any)
* the Commonwealth ATM Terms
* the Additional Contract Terms (if any)
* the Commonwealth Contract Terms
* the Commonwealth Contracting Suite Glossary and Interpretation.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in the Commonwealth Approach to Market Terms (a copy of which is included in this document), and if successful, agree to enter into a contract which incorporates the Commonwealth Contract Terms available at [https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs#ccs-terms](https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs).

Statement of Requirement

A.A.1 Key Information and Dates

Approach to Market

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| Event | Details | | |
| ATM Closing Date | 15 September 2024 | | |
| ATM Closing Time | 5:00 pm | | |
| Industry Briefing | Unless otherwise notified by an addendum, there are no industry briefing sessions for this ATM. | | |
| Site Inspection | Unless otherwise notified by an addendum, there are no site inspections for this ATM. | | |
| Minimum Content and Format Requirements | For a Potential Supplier’s Response to be eligible for consideration the Potential Supplier’s Response must comply with the matters addressed in A.B.4.2 of the Commonwealth ATM Terms. | | |
| Conditions for Participation | No conditions for participation are specified. | | |

Proposed Contract

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| Event | Details |
| Proposed Start Date: | 1 November 2024 |
| Proposed End Date: | The Contract will terminate on Tuesday, 30 June 2027. |
| Contract Extension Option | The Contract will include the following extension option(s): up to six months. |

A.A.2 The Requirement

**Background**

Australia has had a long-standing partnership in Nepal’s water and energy sector spanning over more than a decade. Our engagement, which started with the Sustainable Development Investment Portfolio (SDIP), a regional investment ($92.6m, 2013-2020) that focused on climate resilient, livelihoods and inclusive economic growth has grown to a strategic arrangement under a Memorandum of Understanding with the Water and Energy Commission Secretariat (WECS) on Water Resource Management between the DFAT and the WECS. The MoU was refreshed in August 2022 at Senior Officials Talks held in Canberra for a further five years.

A key pillar of Australia’s development cooperation efforts in Nepal is building resilience to climate change and natural disasters. Key priorities under this pillar include local adaptation, green livelihoods and strengthening water governance through a range of bilateral, regional and global funded initiatives. To support Australia effectively implement its water portfolio, a Water Governance Advisor is required to provide strategic advice on various Australian government funded initiatives, contribute to analysis and reporting, and represent Australia in key meetings.

**Objective**

DFAT is seeking an expert with deep knowledge of Nepal’s water and energy sector to assist with the following:

* To provide policy advice and guidance to the Australian Embassy’s development team to support the design, monitoring and implementation of investments under Australia’s water (and related) portfolios;
* Lead and support Australian Embassy engagement with relevant stakeholders including ICIMOD, Government of Nepal counterparts and development partners in the water and energy sectors, including as guided by the MoU on Water Resource Management;
* Contribute to analytical work and sector reporting, as and when required; and
* Represent and participate in relevant meetings.

**Scope of work**

The Consultant will provide inputs over three financial years (July – June) as outlined below.

| **Indicative Input 2024/25** | **Indicative Input 2025/26** | **Indicative Input 2026/27** |
| --- | --- | --- |
| Up to 45 days | Up to 45 days | Up to 45 days |

**Methodology**

The services will be delivered from the Consultant’s location. Based on availability, the Consultant will also be required to participate in technical meetings and meetings with relevant partners/stakeholders either in-person or virtually. The consultant may be required to travel outside the country and to take part in monitoring visits outside Kathmandu.

**Outputs**

* The Consultant will provide inputs as requested by DFAT. Inputs can be both in writing, oral and/or participation in technical meetings and field visits.
* The Consultant will submit monthly timesheets detailing amount of time spent on assigned tasks and description of deliverables as agreed with DFAT.

**Selection criteria for the consultant**

* Degree in climate change/science, water resources management, disaster risk management, economics, governance, international development, or other closely related field relevant to the role; master’s/advanced degree preferred.
* At least 10 years’ experience of relevant professional experience in water governance and energy sectors in Nepal and the region.
* Work independently in own field of specialisation, equipped with knowledge and experience of multiple disciplines.
* Evidence of strong analytical skills, sound judgement, capacity to think strategically, and ability to produce high quality policy materials.
* Excellent verbal and written communication in English is required, along with high quality representation and liaison skills.
* Demonstrated knowledge of Australian investments in the water sector in South Asia is preferred.

A.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability.

If awarded a Contract, the Supplier must agree to comply with the Commonwealth Code of Conduct (Code) in accordance with the Commonwealth Contract Terms [Clause C.C.23].

Clause C.C.23 requires the Supplier to comply with the Code when performing its obligations under the Contract, and to ensure its personnel and Subcontractors comply with the Code. The clause also requires the Supplier to proactively monitor and assess compliance with the Code, and to notify the Customer immediately of any breach of the Code.

In accordance with the Commonwealth ATM Terms [Clause A.B.10], where requested by the Customer, Potential Suppliers should provide information demonstrating that they have appropriate policies, frameworks, or similar, in place to comply with the Code.

Further information on the Code can be found at: <https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>

A.A.2(b) Standards

Potential Suppliers must ensure that any goods and services proposed are capable of complying with all applicable Australian standards and any Australian and international standards specified in this Statement of Requirement. Potential Suppliers should note that they may be required to enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

Web Content Accessibility

The Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the *Web Content Accessibility Guidelines* available at: <https://www.w3.org/WAI/intro/wcag>.

A.A.2(c) Security Requirements

None Specified

A.A.2(d) Work Health and Safety

Prior to commencement of the Contract, the Customer’s Contract Manager and the Supplier’s Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of the contract and assign management of each issue identified to the party best able to manage it. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any WHS issues that arise.

A.A.2(e) Delivery and Acceptance

The Customer must accept or reject any deliverables under the Contract in accordance with the Commonwealth Contract Terms [Clause C.C.11].

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| Milestone Description | Delivery Location | Due Date |
| The Consultant will provide inputs as requested by DFAT. Inputs can be written, oral and or participation in technical meetings with stakeholders and field visits at the request of DFAT. | Inputs by email, in-person or virtually | As agreed with DFAT |
|  |  |  |

Reports

During the term of the Contract the Supplier must provide the Customer with reports as set out in the table below:

|  |  |  |
| --- | --- | --- |
|  | | |
| Report Type | Detailed Description | Due Date |
| Monthly timesheets | Monthly Timesheets detailing amount of time spent on assigned tasks and deliverables as agreed with DFAT. | End of each quarter |
|  | | |

A.A.2(f) Meetings

The Supplier will be required to attend meetings as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | |  | | |  |
| Meeting Type | Position Required | | Frequency | Mode | Location |
| Technical meetings | Water Governance Advisor | | As required | Virtual/On-site | Nepal |
|  | |  | | |  |

A.A.2(g) Facilities and Assistance Offered by the Customer

N/A

A.A.2(h) Customer Material

Relevant documentation will be provided to the Supplier based on the task assigned by DFAT.

A.A.3 ATM Distribution

Email Distribution

Updates to this ATM will be distributed via email.

A.A.4 Lodgement of Responses

Email

Responses must be lodged via email to austembassy.kathmandu@dfat.gov.au quoting reference number KM23/27 by the closing time specified in A.A.1 [Key Information and Dates]. The application should clearly indicate the position i.e. Water Governance Advisor in the subject line of the email.

**Response File Format, Naming Convention and Size**

The Customer will accept Responses lodged in the following formats:

* Microsoft Word (.docx) or PDF (.pdf)

The Response file name/s should:

1. incorporate the potential Supplier’s full legal name or organisation; and
2. reflect the various parts of the bid they represent (where the Response comprises multiple files).

Response files must not exceed a combined file size of 5 megabytes per email.

Responses must be completely self-contained. No embedded files can be included. No hyperlinked or other material may be incorporated by reference.

A.A.5 Customer’s Contact Officers

A.A.5(a) ATM Contact Officer

For all matters relating to this ATM, the Contact Officer is:

Name/Position: Sofila Vaidya/Strategic Communication Officer

Email Address: [sofila.vaidya@dfat.gov.au](mailto:sofila.vaidya@dfat.gov.au)

Telephone: 977 1 437 1678

Note: Question Closing Date and Time is set out at item A.A.1 [Key Information and Dates].

A.A.5(b) Complaints Handling

Complaints relating to this ATM should be directed to:

|  |  |
| --- | --- |
| Name/Position: | Kavitha Kasynathan, Head of Development |
| Email Address: | kavitha.kasynathan@dfat.gov.au |
| Telephone: | 977 1 437 1678 |

If your issue is not resolved refer <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to complaints.

Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

A.C.1 Intellectual Property

The Supplier owns the Intellectual Property Rights in the Material created under the Contract.

The Supplier grants to the Customer:

1. a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence to exercise the Intellectual Property Rights in the Material provided under the Contract for any purpose; and
2. a right to sub-licence the rights in (a) above to third parties, including to the public under an open access or Creative Commons ‘BY’ licence.

The licence excludes the right of commercial exploitation by the Customer.

The Supplier warrants that it is entitled to grant this licence to the Customer; and that the provision of the Goods and/or Services and any Material by the Supplier under the Contract, and its use by the Customer, in accordance with the Contract, will not infringe any third party’s Intellectual Property Rights and Moral Rights.

Intellectual Property Rights in Goods provided under the Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of the Contract.

A.C.2 Payment Terms

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within thirty (30) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

A.C.3 Fraud

A.C.3.1 This clause replaces clause C.C.22.F *[Fraud]* of the Commonwealth Contract Terms. For the purposes of this clause, ‘Fraud’ means, in delivering the Goods and/or Services under the Contract, dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes suspected, alleged or attempted fraud.

A.C.3.2 The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract.

A.C.3.3 Subject to A.C.3.4, if the Supplier becomes aware of any Fraud, it must report the matter to the Customer in writing within five (5) business days.

A.C.3.4 If the Supplier is under a legal obligation not to report a Fraud to the Customer, but local police or other law enforcement agencies provide an exception to permit reporting, the Supplier must report a Fraud to the Customer within five (5) business days of the exception being granted.

A.C.3.5 The Supplier must investigate all Fraud at the Supplier’s expense and in accordance with any reasonable directions or standards required by the Customer. After the investigation is finished, the Supplier must promptly report full details of any Fraud to:

1. the Customer (unless the Supplier is under a legal obligation not to report a Fraud to the Customer); and
2. the local police and any other appropriate law enforcement agency in the country where the incident occurred, unless the Customer agrees otherwise in writing.

A.C.3.6 If the investigation finds Fraud by the Supplier or its officers, employees or agents, or the Supplier has failed to take reasonable steps to prevent Fraud by a subcontractor, the Supplier must, if directed by the Customer, promptly reimburse or compensate the Customer in full.

A.C.3.7 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

A.C.4 Prohibited dealings

A.C.4.1 The Supplier must ensure that it and its officers, employees, agents and subcontractors involved in delivering Goods and or Services under this Contract are not:

1. directly or indirectly engaged in preparing, planning, assisting or fostering a terrorist act;
2. listed terrorist organisations for the purposes of the Criminal Code Act 1995 (Cth) (details of listed terrorist organisations are available at:  
   <https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>);
3. subject to sanctions or similar measures under the Charter of the United Nations Act 1945 (Cth) or the Autonomous Sanctions Act 2011 (Cth) (details of individuals and entities are available at:  
   <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>;
4. listed on the ‘World Bank’s Listing of Ineligible Firms and Individuals’ posted at: <http://www.worldbank.org/en/projects-operations/procurement/debarred-firms>;
5. owned, controlled by, acting on behalf of, or at the direction of persons, or entities referred to in clauses A.C.4.1(a) to A.C.4.1(d) above; or
6. providing direct or indirect support, resources or assets (including any grant monies) to persons or entities referred to in clauses A.C.4.1(a) to A.C.4.1(e) above.

A.C.4.2 Where the Supplier becomes aware that there are reasonable grounds to suspect it or any of its officers, employees, agents and subcontractors has or may have contravened any part of clause A.C.4, the Supplier must:

1. notify the Customer and confirm that information in writing as soon as possible, which must be no later than within 24 hours;
2. immediately take all reasonable action to mitigate the risks; and
3. take any other action reasonably required by the Customer.

A.C.4.3 The Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling its obligations under this Contract imposes on the Subcontractor the same obligations that the Supplier has under this clause A.C.4.

A.C.4.4 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

A.C.5 Anti-corruption

A.C.5.1 The Supplier warrants that the Supplier, its officers, employees, agents and subcontractors have not made or caused to be made, or received or sought to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution or performance of the Contract.

A.C.5.2 The Supplier must not, and must ensure that its officers, employees, agents and subcontractors, do not:

1. make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the performance of the Contract; and/or
2. engage in any practice that could constitute the Australian offence of bribing a foreign public official in relation to the performance of the Contract.

A.C.5.3 If the Supplier becomes aware of any practice, as described in A.C.5.2 (a) or (b), then it must report the matter to the Customer within five (5) business days.

A.C.5.4 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

A.C.6 Child Protection

A.C.6.1 The Supplier must comply, and must ensure that its officers, employees, agents and subcontractors comply with the Department of Foreign Affairs and Trade’s Child Protection Policy, accessible at [http://www.dfat.gov.au/childprotection/](http://www.dfat.gov.au/).

A.C.6.2 The Customer may conduct a review of the Supplier’s compliance with the Child Protection Policy. The Customer will give reasonable notice to the Supplier and the Supplier must participate co-operatively in any such review.

A.C.6.3 If the Customer finds that the Supplier has failed to comply with the Child Protection Policy, the Supplier must promptly, and at the cost of the Supplier, take such actions as are required to ensure compliance with the Child Protection Policy.

A.C.6.4 If an individual, the Supplier must sign and return to the Customer the Child Protection Professional Behaviours at Attachment B to the Child Protection Policy.

A.C.6.5 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

A.C.7 Preventing Sexual Exploitation Abuse and Harassment

A.C.7.1 The Supplier must comply, and must ensure that its officers, employees, agents and subcontractors comply with the Department of Foreign Affairs and Trade’s Preventing Sexual Exploitation Abuse and Harassment Policy, accessible at <https://dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment/Pages/default.aspx>

A.C.7.2 The Customer may conduct a review of the Supplier’s compliance with the Preventing Sexual Exploitation, Abuse and Harassment Policy. The Customer will give reasonable notice to the Supplier and the Supplier must participate co-operatively in any such review.

A.C.7.3 If the Customer finds that the Supplier has failed to comply with the Preventing Sexual Exploitation, Abuse and Harassment Policy, the Supplier must promptly, and at the cost of the Supplier, take such actions as are required to ensure compliance with the Preventing Sexual Exploitation Abuse and Harassment Policy.

A.C.7.4 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

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INSTRUCTIONS FOR POTENTIAL SUPPLIER

1. Before you start
2. This Response is not an offer for work.
3. Read the all documentation provided by the Customer and distributed with this Response form and decide whether your organisation has the **necessary skills and experience** to meet the Customer’s requirement.
4. Do not proceed further if:
   1. your organisation cannot agree to the Commonwealth Contract Terms, available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>. These terms are non-negotiable and will form part of the Contract if you are successful in this ATM process.
   2. your organisation does not meet and/or agree to the Minimum Content and Format Requirements and the Conditions for Participation (if any), set out at item A.A.1 [Key Information and Dates], as failure to do so will mean your response cannot be considered.
   3. your organisation is a **trust** where the Trustee is not empowered to sign contracts on behalf of the Trust. Before proceeding, contact the Customer’s ATM Contact Officer at item A.A.5(a) [ATM Contact Officer].
   4. you are an **Individual** without an ABN and you do not meet the Australian Taxation Office’s (ATO) definition of an independent contractor available at: <https://www.ato.gov.au/business/employee-or-contractor/how-to-work-it-out--employee-or-contractor>. Before proceeding, contact the ATM Contact Officer set out at item A.A.5(a) [ATM Contact Officer] to seek advice.
5. The Customer will evaluate all valid Responses received by the ATM Closing Time [Item A.A.1] that meet the Minimum Content and Format Requirements and the Conditions for Participation (if any), to determine which Potential Supplier has proposed the best value for money outcome for the Customer. Responses will be evaluated as per the criteria set out at Clause A.B.5 [Evaluation].
6. Participation in this ATM is at your organisation’s risk and cost. **Please note** this is a competitive process and your organisation may incur costs in responding. If you are unsuccessful, you will be unable to recoup these costs.
7. Format Requirements
8. You **MUST** use this form (CCS ATM Response Form) to submit your Response, which **MUST** comply with the Commonwealth ATM Terms, available at: <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>.
9. As this form is set out to facilitate the evaluation of responses, Potential Suppliers are to use the form as provided and are **not permitted to make any changes to the structure or formatting of the document.**
10. Guidance for completing your Response
11. **Specific questions** about this ATM **must** be directed to the ATM Contact Officer set out at Item A.A.5(a) [ATM Contact Officer] before Question Closing Date and Time set out at item A.A.1 [Key Information and Dates].
12. In preparation of this Response, **please note** the Commonwealth Indigenous Procurement Policy (IPP) available at: <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp> may apply to the Customer in respect of this procurement. During evaluation of responses, the Customer may consider the Supplier’s ability to assist the Customer to meet its IPP obligations.
13. Ensure your Response is as concise as possible while including all information that your organisation wants the evaluation team to consider. Do not include general marketing material or assume that the evaluation team has any knowledge of your organisation’s capabilities or personnel.
14. Do not include pricing in any other part of your response except in the relevant Pricing Schedule.
15. The successful Supplier will have demonstrated its ability to provide the best value for the Customer. This will not necessarily be the lowest price.
16. **Submit** the form as required by Item A.A.4 [Lodgement of Responses].
17. If your organisation is **unsuccessful** with this Response, you may request a debrief to assist with future responses. The ATM Contact Officer set out at Item A.A.5(a) [ATM Contact Officer] can arrange this for you.

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| **Drafting Note:**  **Before** you finalise and submit your Response, please **delete** all Drafting Notes, including this entire section [Instructions for Potential Suppliers].  Do not type any information within the drafting note guidance tables as any drafting notes remaining in your Response may be removed by the Customer prior to evaluation. |

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| --- | --- |
| Response to Approach to Market  to establish  Contract for To establish Contract for Water Governance Advisor  ATM Reference ID: KM23/27 | |
| This Response will be prepared and lodged in accordance with the Minimum Content and Format requirements as set out in A.A.1 [Key Information and Dates]. | **Yes  No:** Do not proceed as your Response will not be eligible for further consideration |
| This Response will demonstrate our ability to meet the Conditions for Participation as set out in A.A.1 [Key Information and Dates]. | **Yes  No:** Do not proceed as your organisation will not have the ability to fulfil the requirements of the procurement. |

Potential Supplier’s Contact Officer

For all matters relating to this Response, the Potential Supplier’s Contact Officer is:

|  |  |
| --- | --- |
| Potential Supplier Name: |  |
| Contact Name: |  |
| Position: |  |
| Telephone: |  |
| Email Address: |  |
| Postal Address: |  |

Part 1 – Potential Supplier’s Details

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| Drafting Note:  The following details will appear in the Contract should your Response be successful. The details you provide should be for the legal organisation that would be the Supplier under the Contract. |

1.1 Potential Supplier’s Details

|  |  |
| --- | --- |
| Organisation’s Full Legal Name: | **Drafting Note**:  Insert your organisation’s full legal name. If your organisation is successful in this ATM process, this will be the name of the Supplier for the Contract. |
| Legal Entity Type: | Individual/Sole Trader  Partnership  Company  Sole Director Company  Trust **(see note below)**  Educational Institution **(see note below)**  Other (please state): |
| **NOTE FOR TRUSTS**: If the Potential Supplier is **trading as a trust**, please provide details of the relevant trust (and trustee) including a copy of the relevant trust deed (including any variations to that deed) as an attachment to this Response. | |
| **NOTE FOR EDUCATIONAL INSTITUTIONS**: If your Response is successful, prior to entering a Contract you will be required to provide details of any enabling legislation as well as details of any delegations or other authorisations that are relevant to the execution of a contract. | |
| Australian Business Number (ABN): | **Drafting Note**:  If the Potential Supplier is an entity registered on the Australian Business Register, then the ABN used by the business must be given. |
| Australian Company Number (ACN): | **Drafting Note**:  If the Potential Supplier is an Australian company, then the ACN must be given. |
| Australian Registered Body Number (ARBN): | **Drafting Note**:  If the Potential Supplier’s business is an entity registered on the business names register kept under the law of a State or Territory of Australia, then each ARBN used by the business must be given in respect of each State or Territory of registration. |
| Registered Address: | **Drafting Note**:  Insert the supplier’s main business address as registered with the Australian Business Register. |

1.2 Previous Judicial Decisions

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| --- | --- |
| Has your organisation, or where relevant any of its directors, ever had a judicial decision against them (not including decisions under appeal) relating to employee entitlements or engaged in practices that have been found to be dishonest, unethical or unsafe? | Yes, **see below.**  No |
| **If yes**, what was the date of discharge?  *The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth).* | (DD/MM/YYYY)  *Note: The Customer cannot enter a contract with a supplier who has an undischarged judicial decision relating to employee entitlements.* |

1.3 Workplace Gender Equality

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| --- | --- |
| Is your organisation classified as a ‘relevant employer’ under the [*Workplace Gender Equality Act 2012*](https://www.wgea.gov.au/about-legislation/workplace-gender-equality-act-2012) (the WGE Act)? See <https://www.wgea.gov.au/about> | Yes, I am a relevant employer  No, I am not a relevant employer |
| **If yes**, you are required to provide a current letter of compliance with the WGE Act prior to entering into a contract. Have you provided a letter of compliance with this Response? | Yes  No, I will provide a current letter of compliance prior to contract |
| **NOTE:** If the Potential Supplier is successful in this ATM process and where the Supplier is a relevant employer under the WGE Act, the Supplier **must** provide evidence that it complies with its obligations under the WGE Act **before** commencement of any Contract and, if the term is more than 18 months, within 18 months of commencement and annually thereafter for the duration of the Contract.  If the Supplier becomes non-compliant with the WGE Act during the course of the Contract, the Supplier must notify the Customer’s Contact Manager in writing within 10 Business Days. Compliance with the WGE Act does not relieve the Supplier from its responsibilities to comply with its obligations under the Contract. | |

1.4 Indigenous Businesses

|  |  |
| --- | --- |
| Is your organisation:   * 50% or more Indigenous owned? * a joint venture that is 50% or more indigenous owned which can demonstrate equal indigenous representation and involvement in the management of the joint venture? | Yes – **see question below**.  No – proceed to section 1.5. |
| Is your organisation registered on Supply Nation? | Yes  No – see note below  Not Applicable |
| **NOTE**: Please provide a certificate or letter from a recognised Indigenous organisation such as Land Council, Indigenous Chamber of Commerce or Office of the Registrar of Indigenous Corporations verifying Indigenous ownership. | |

1.5 Potential Supplier’s Contract Manager

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| --- |
| Drafting Note:  Provide details for the person you propose will be the Contact Manager if your Response is successful and your organisation is awarded a contract. |

For matters relating to the proposed Contract, the Potential Supplier’s Contract Manager will be:

|  |  |
| --- | --- |
| Name: |  |
| Position Title: |  |
| Telephone: |  |
| Mobile: |  |
| Email Address: |  |
| Postal Address: |  |

1.6 Potential Supplier’s Address for Notices (if different from the Contract Manager)

|  |
| --- |
| Drafting Note:  Complete with “AS ABOVE” if same as Contact Manager. |

|  |  |
| --- | --- |
| Name: |  |
| Position Title: |  |
| Email Address: |  |
| Postal Address: |  |

Part 2 – Executive Summary

2.1 Executive Summary of Potential Supplier’s Proposal

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| Drafting Note:  You may find it useful to complete this section after you have completed your response.  Provide a brief (less than one page) summary of your Response highlighting its key features. The Executive Summary should not merely replicate information provided elsewhere in your Response. This section brings together all aspects of your proposal and is your opportunity to “sell” its unique features. |

2.2 Conditions for Participation

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| --- |
| Drafting Note:  Respond to the Conditions for Participation here. **Do not** proceed further if you cannot meet the Conditions for Participation as your Response cannot be considered. The Customer will exclude from consideration any Response that does not meet the Conditions for Participation.  Include a statement about how your organisation meets the Conditions for Participation (if any) detailed at A.A.1 [Key Information and Dates].  If no Conditions for Participation specified, include the words: No Conditions for Participation specified. |

Part 3 – Ability to Meet the Requirement

3.1 Detailed Proposal to Meet the Customer’s Requirement

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| --- |
| Drafting Note:  Your response should address each aspect of the Statement of Requirement and explain/demonstrate how your response/solution meets the Requirement.  Provide a detailed description of your proposal to supply the Customer’s Requirement, including any delivery methodology. This is your opportunity to convince the evaluation team that your organisation understands the Requirement and can deliver it to a high standard. Do not provide general marketing material.  Highlight your competitive advantage as well as special or unique features of your proposal. Depending on the Requirement, your response may propose a detailed project plan including project milestones and completion dates, timeframes, quality standards or performance indicators. It may also detail critical issues or key delivery risks of which the Customer should be aware.  If meeting the Customer’s Requirement involves reporting, travel or attendance at meetings, you should clearly identify how you will meet these requirements, including details of personnel involved. Do not include any pricing or pricing information in Part 3. You should ensure that you clearly address any costs in your response to Part 5.  Do not rely on your organisation’s reputation. The evaluation team can only consider information you provide in this submission. |

1. Commonwealth Supplier Code of Conduct

|  |  |
| --- | --- |
| Has the Potential Supplier ever been investigated for a potential breach, or has been found to have actually breached, the Commonwealth Supplier Code of Conduct in connection with a Commonwealth contract? | Yes, see below.  No |
| **If yes**, provide further details: |  |

|  |
| --- |
| Drafting Note:  Where requested by the Customer at A.A.2(a), provide information demonstrating that you have appropriate policies, frameworks, or similar, in place to comply with the Commonwealth Supplier Code of Conduct. While you may include general information, try and focus your response to any specific aspects of the Code identified and any specific information requested above.  If A.A.2(a) does not specify compliance information, type “Not Applicable” below. |

1. Standards

|  |
| --- |
| Drafting Note:  Provide full details and evidence of compliance with all applicable Australian standards, and any Australian and international standards and requirements specified in The Requirement. Potential Suppliers are encouraged to demonstrate how any standard(s) are proposed to be specifically used in the delivery of the goods/services (i.e. provide evidence that demonstrates how your organisation complies with applicable standards in the context of the requested goods/services and attach supporting evidence as necessary).  Where you do not propose to comply with a standard which has been included in The Requirement, propose an alternative standard and justify your reasons. Where no standard has been specified, list any applicable standards with which you propose to comply.  Type “Not Applicable” below if no standards apply. |

Part 4 – Potential Supplier’s Demonstrated Capability and Capacity

4.1 Statement of Skills and Experience

|  |
| --- |
| Drafting Note:  This section should be used to demonstrate to the evaluation team your organisation’s proven capability and capacity to meet the Customer’s Requirement to a high standard and consistent quality. You should highlight your organisation’s capacity and any unique capabilities that provide it with a competitive advantage.  Provide clear, concise description of your organisation’s relevant skills and experience to deliver the Requirement.  Depending on the Requirement, this could include a detailed description of recent relevant experience in successfully supplying a similar requirement. It could also include your organisation’s expertise in this field, brief information on relevant personnel (highlighting relevant expertise and experience), details of relevant intellectual property or unique products used.  Do not include any pricing or pricing information in this Part. All pricing information should be included in Part 5. |

4.2 Specified Personnel

|  |
| --- |
| Drafting Note:  Only propose Specified Personnel where your proposal has referenced the skills of specific personnel and you reasonably expect them to perform the roles nominated. Include their role, the percentage of the project they will complete, and if relevant, their current Commonwealth Government security clearance. Add extra lines to the table as required.  You may also attach brief supporting information specific to the requirement including tailored CVs for Specified Personnel.  Where there are a number of staff who could perform a particular role, include details of the position/role and the percentage of project time which this role will perform. In these circumstances it would not be necessary to name the person.  Include details for subcontractor personnel if applicable. You will need to give additional details for subcontractors in the next section.  If no Specified Personnel are proposed, insert “Not Applicable”. |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| Name | Position/Role | Current Security Clearance Level# | Percentage of  Total Project Time |
|  |  |  |  |
|  |  |  |  |
| Total personnel time | | | 100% |
|  |  |  |  |

*# if requested at A.A.2(b)*

4.3 Subcontractors

|  |
| --- |
| Drafting Note:  The Customer may be required to publicly disclose information about subcontractors. Provide details for each subcontractor organisation you will use below.  In support of the Indigenous Procurement Policy (<https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>), also highlight any Indigenous subcontractors you are proposing to use, or any Indigenous staff who will work on the project.  If no subcontractors are proposed insert “Not Applicable” |

|  |  |
| --- | --- |
|  |  |
| Full Legal Name: |  |
| Postal Address: |  |
| ABN/ACN/ARBN: |  |
| Is this subcontractor registered on Supply Nation or 50% or more Indigenous owned? |  |
|  |  |

* 1. Scope of Works to be Subcontracted

|  |
| --- |
| Drafting Note:  If no subcontractors are proposed insert “Not Applicable”.  Provide details of the roles (or specific parts of the contract) each subcontractor will perform.  The Supplier is solely responsible for all obligations under the Contract, including subcontractor performance and management. The Supplier must ensure that any subcontract arrangement that is entered into imposes necessary obligations on the subcontractor.  If you are intending to include subcontractors, read and understand your obligations under the Commonwealth Contract Terms, Subcontracting [Clause C.C.10], Relationship of the Parties [Clause C.C.2], Compliance with the Laws and Policy [Clause C.C.21] specifically relate to subcontractors. |

4.4 Conflicts of Interest

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| --- |
| Drafting Note:  Commonwealth officials have an obligation to disclose Conflicts of Interest under section 29 of the [*Public Governance, Performance and Accountability Act 2013*](https://www.legislation.gov.au/Series/C2013A00123) (Cth). Suppliers to Commonwealth entities need to assist the Commonwealth to meet its obligations by complying with the same standard of conduct.  Conflicts can be real or apparent. The perception of a conflict can be just as damaging to the public’s confidence in public administration as an actual conflict based on objective facts.  Provide full details of any Conflicts of Interest (if any) that could arise as a result of entering into the Contract with a Customer and propose a strategy to manage the conflict. For complex issues, you may choose to attach a Conflict of Interest Management Plan detailing your proposed approach.  After this response is submitted, Potential Suppliers must report any Conflicts of Interest that may have arisen or been identified during the evaluation period to the Customer without delay.  If no Conflicts of Interest were identified, type “Nil”. |

The Potential Supplier has identified the following potential Conflicts of Interest and management strategies:

|  |  |
| --- | --- |
| Details | Management Strategy |
|  |  |
|  |  |

4.5 Referees

|  |
| --- |
| Drafting Note:  Provide daytime contact details for three (3) referees who can attest to your capacity to meet the Requirement. You may prefer to include details of referees for Specified Personnel. A reference is stronger if your organisation and/or Specified Personnel has recently provided the referee with similar goods/services. It is good practice to ensure that nominated referees are aware they may be contacted.  Note clause A.B.5 [Evaluation]: The Customer reserves the right to contact any referees, or any other person, directly and without notifying the Potential Supplier. |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | |  |  | |
|  |  |  |  | |  |
| Referee Name | Position | Organisation | Phone Number | | Email Address |
|  |  |  |  | |  |
|  |  |  |  | |  |
|  |  |  |  | |  |
|  |  |  |  | |  |

4.6 Pre-existing Intellectual Property of Potential Supplier

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| --- |
| Drafting Note:  List your pre-existing Intellectual Property (if any) noting that:  *The Supplier grants to, or in the case of Third-Party Material, must obtain for, the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third- Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.*  If no pre-existing Intellectual Property is proposed insert “Not Applicable”. |

4.7 Confidentiality of Potential Supplier’s Information

|  |
| --- |
| Drafting Note:  Identify any information in your Response, or the proposed Contract, which you consider should be kept confidential, with reason(s).  The Customer will only agree to treat information as confidential in cases that meet the Commonwealth’s guidelines and which the Customer considers appropriate. If the Customer does not agree that the information meets the guidelines to be treated as confidential, the Customer has the right to disclose any information contained in the Contract.  Information to assist you to assess whether the Customer is able to treat particular information as confidential is available at: <https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-confidentiality>.  If none, type “Not Applicable”.  Add extra lines to the table as required. |

The Potential Supplier has assessed that the commercial information in the table below meets the requirements available at <https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-confidentiality> and is seeking that information be kept confidential.

|  |  |
| --- | --- |
|  | |
| Information to be kept Confidential | Reasons for Confidentiality Request |
|  |  |
|  |  |
|  | |

4.8 Proven Ability to Meet Regulatory Considerations

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| --- |
| Drafting Note:  Suppliers are expected to comply with all laws applicable to the performance of the Contract and any Commonwealth policies relevant to the Requirement.  Provide a brief statement of how you propose to comply with all relevant regulations, including but not limited to any Work Health and Safety requirements. |

4.9 Sustainability Considerations

|  |
| --- |
| Drafting Note:  The Australian Government has a commitment to sustainable procurement practices. Sustainable procurement aims to reduce adverse social, environmental and economic impacts of purchased goods and services throughout their life.  Provide a brief statement of how your organisation intends to provide sustainable procurement benefits. You may also wish to include information about how your organisation implements the principles of sustainable procurement within your organisation’s supply chain.  Potential Suppliers are encouraged to refer to the [Sustainable Procurement Guide](https://www.awe.gov.au/environment/protection/waste/publications/sustainable-procurement-guide) in forming their Response. |

4.10 Additional Information

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| --- |
| Drafting Note:  Any information included here should be relevant to this proposal and should be as concise as possible.  To facilitate the Customer’s reporting responsibilities under the Indigenous Procurement Policy, if you are an Indigenous business, have Indigenous employees, or are proposing Indigenous subcontractors you should highlight that information here and explain how you will report the ongoing participation of Indigenous people in fulfilling the proposed Contract.  To facilitate the Customer’s reporting responsibilities, if you are a business that primarily exists to provide the services of persons with a disability highlight that information here and explain how you will report ongoing participation of disabled people in fulfilling the proposed Contract.  The Commonwealth’s Fraud Control Framework requires the Customer to manage risk of fraud and corruption as part of contracting and procurement activities. You should include details of controls (if any) you will have in place to prevent fraud and corruption against the Commonwealth.  This section should **NOT** be used to include generic marketing information that is not specific to the Requirement. |

Part 5 – Total Costs to be incurred by the Customer

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| --- |
| Drafting Note:  The information you provide in this section will be used to assess the total costs the Customer will incur under your proposal. |

5.1 Pricing

Fee Rates

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| --- |
| Drafting Note:  Make sure you include fee rates for all personnel you expect to be engaged on the project.  If you have more than one person in a role or at a particular level, include the total days of all personnel in the estimated days column. The number of days multiplied by the daily fee should be the amount entered in the Total Fee column.  **Note:** Fee rates are based on an eight-hour day; travel time is not paid. The Customer will pay the Supplier for project fees monthly in arrears on receipt of a Correctly Rendered Invoice. |

|  |  |  |  |
| --- | --- | --- | --- |
|  | | | |
| Position Role/Level | Estimated Days | Daily Fee (GST Inclusive) | Total Fee  (GST Inclusive) |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Estimated Total Fees | | |  |
|  | | | |

Adjustment to Fixed Pricing for Contract Variation/Extension

|  |
| --- |
| Drafting Note:  Explain how the above pricing would be adjusted, if a contract variation (for either an increase or decrease in the Requirement) was requested.  For example, if the contract is for a one-year period, what would the rates be in the second year? If the quantity of goods increased or decreased what would be the effect on price? |

Expenses not included in Fixed Price

|  |
| --- |
| Drafting Note:  Estimate any other costs that will be incurred but cannot be accurately calculated in advance, and are NOT included in the Fixed Price above. Make sure you include any and all possible expense items as failure to include an item means the Customer will assume it has been included in the Fixed Price.  Add additional lines to the table as required, or insert appropriate text below the table.  **Note:** The Customer will not reimburse the Supplier for any nominated project expenses, travel, accommodation or associated expenses incurred for the purposes of the Contract unless:   1. the Supplier obtains the Customer's specific written approval prior to the relevant expense being incurred, 2. all domestic air travel is economy class, 3. amounts claimed for accommodation and other expenses do not exceed the total amount specified in **Table 2** of Tax Determination [**TD 2022/10**](https://www.ato.gov.au/law/view/view.htm?docid=%22TXD%2FTD202210%2FNAT%2FATO%2F00001%22) or the applicable financial year’s Taxation Determination issued by the Australian Taxation Office, and 4. a claim for reimbursement is submitted supported by a copy of the paid Tax Invoice.   If all costs are included in the Fixed Price table above, type “Not Applicable” in the table below. |

|  |  |  |  |
| --- | --- | --- | --- |
|  | | | |
| Description/Comments | Cost (GST Exclusive) | GST Component | Total Cost  (GST Inclusive) |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | | | |

5.2 Proposed Payment Schedule

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| Drafting Note:  Complete the table below if you propose that progress payments be made.  Do not propose a payment schedule that reflects more than the value of the milestones or deliverables you have delivered at any stage.  This payment schedule is for the Fixed Fees and Charges portion of the arrangement only. Variable costs will only be reimbursed after they have been incurred and invoiced.  **Note**: The Customer may propose alternative payment arrangements.  If you are not proposing any progress payments type “Not Applicable”. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | | | |
| Due Date | Milestone Description | Total Price (GST Exclusive) | GST Component | Total Price  (GST Inclusive) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Total Milestone Payments | | | |  |
|  | | | | |

5.3 Additional Facilities and Assistance

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| --- |
| Drafting Note:  Should you require the Customer to provide facilities and assistance, in addition to that stated at Clause A.A.2(f) [Facilities and Assistance Offered by the Customer], provide details here. If no additional facilities or assistance required insert “Not Applicable”.  If the pricing provided above is based on the provision of Additional Facilities and Assistance this should be stated below. |

5.4 Non-Compliance

|  |
| --- |
| Drafting Note:  If your response is successful, you will be offered a Contract which incorporates the *Commonwealth Contract Terms* available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>. The Terms have been designed to enable Commonwealth officials to comply with their legislated responsibilities and are therefore **NOT** negotiable.  If you have reasons why any of the Additional Contract Terms should be changed, complete the following table, as these additional terms may be negotiable.  Any costs the Customer would incur in obtaining legal advice (including in-house legal advice) or negotiating the Customer’s Additional Contract Terms will be included in the Customer’s total costs assessment. |

|  |  |  |
| --- | --- | --- |
|  | | |
| Clause | Reason for Non-Compliance | Proposed New Wording |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | | |