

## Department of Industry, Innovation and Science

National Radioactive Waste Management Facility (NRWMF)  
Resources Division

### Request for Tender

NRWMF Site Characterisation – PRI00003830

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Any questions regarding this RFT should be addressed to:

[radioactivewaste@industry.gov.au](mailto:radioactivewaste@industry.gov.au)

#### **Lodgement of tenders**

Closing Time: 3.00pm, local time in Canberra on Tuesday 28 November  
2017

Tenderers may wish to refer to *Selling to the Australian Government: A guide  
for business*, available from

[http://www.finance.gov.au/sites/default/files/A\\_guide\\_for\\_business.pdf?v=1](http://www.finance.gov.au/sites/default/files/A_guide_for_business.pdf?v=1)

# Request for Tender

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# General Information

## 1. Background to this RFT

- (a) The Department is responsible for identifying a site for a purpose-built facility to ensure consistent and centralised management and handling of Australia's radioactive waste (**Facility**). Detailed information can be found at the project's website: <http://www.radioactivewaste.gov.au/>.
- (b) The Department is currently assessing the following land that has been nominated as a potential site for the Facility under s7 of the *National Radioactive Waste Management Act 2012 (NRWM Act)*:

Site Name	Description	Nominated Area (ha)
<b>Wallerberdina Station</b> South Australia	Flinders Ranges Way, Hundred of Cotabena, Pastoral Unincorporated. Coordinates 138.220151, -31.675551. 9 parcels described as: <ul style="list-style-type: none"> <li>Crown Lease Volume 1215 Folio 28</li> </ul> <i>(Deposited Plans 46041 Parcels 30 – 33 and Deposited Plans 46041 Parcels 40 – 43)</i> <ul style="list-style-type: none"> <li>Certificate of Title Volume 5934 Folio 550</li> </ul>	6,357
<b>Lyndhurst</b> South Australia	143 Bindawalla Gate Rd, Hundred of Moseley, County of Buxton, DC of Kimba Coordinates 136.553018, -33.046678 1 Parcel described as: <ul style="list-style-type: none"> <li>Hundred Plan 500700, Parcel 38</li> </ul> <i>(Part of Certificate of Title Volume 5925 Folio 858)</i>	700
<b>Napandee</b> South Australia	Larwood Road, Hundred of Pinkawillinie, County of Buxton, DC of Kimba Coordinates 136.17759, -33.117021 Part of 1 parcel described as: <ul style="list-style-type: none"> <li>Hundred Plan 501000 Parcel 94</li> </ul> <i>(Portion of Certificate of Title Volume 5937 Folio 542)</i>	218

- (c) In order to progress the selection of a site, the Department requires the completion of studies and fieldwork as described at Schedule 1 to characterise each of the nominated sites. In summary this RFT describes Site Characterisation services to be delivered in two Stages (the second being an option available to the Department) covering the subject matter described as 'Themes' (listed in Schedule 1 clause 8.7). The purpose of these services is to achieve the objectives described below at sub-clause (d).
- (d) The purpose of the Site Characterisation is to provide content for:
- Stage 1
- (i) a Site Suitability Assessment to confirm the suitability of sites for further consideration by communities and the Government;
  - (ii) finalising the Detailed Business Case to confirm the financial and other impacts of the nominated sites on the case for funding;
- Stage 2 (option)
- (iii) preparing a submission for the requisite licence process under the *Australian Radiation and Nuclear Safety Act 1998* (**ARPANS Act**);
  - (iv) preparing a submission for the required approvals under *the Nuclear Non-Proliferation Act 1987* (**Safeguards Act**);
  - (v) preparing a submission for the required approvals under *the Environment Protection and Biodiversity Conservation Act 1999* (**EPBC Act**);
  - (vi) undertaking community engagement activities; and
  - (vii) use in any design, safety case and other critical project developments.
- (e) Site Characterisation will be broken into two stages to provide input into:
- (i) Stage 1 – the Site Suitability Assessment, incorporating item 1(d)(i) and the Detailed Business Case, incorporating item 1(d)(ii); and
  - (ii) Stage 2 –the licensing and approvals process, incorporating items 1(d)(iii) to 1(d)(vii).
- (f) The specific requirements for each stage are described at Schedule 1. These Site Characterisation services are required for each of the Themes described at clause 8.7(a) – (s) of Schedule 1. A Tenderer may propose to provide Site Characterisation services in relation to:
- (i) all of the Themes;
  - (ii) all of the Themes except Theme (a) (Flora and Fauna); or
  - (iii) only Theme (a).
- Site Characterisation services must be provided in relation to all three sites identified at clause 1(b).
- (g) The Department may elect to engage a separate service provider to undertake the required work in connection with Theme (a).
- (h) If a Tenderer who tenders for all Themes wishes to allow the Department the option to:

- (i) select only its tender for Theme (a) in the event that it is not selected to provide all of the required services; or
- (ii) select its tender for all Themes except Theme (a) in the event that it is not selected to provide Theme (a)

the Tenderer should ensure that it is clear from the tender what services relate specifically to Theme (a) and that a separate price for Theme (a) is included (refer to Attachment 6). Alternatively, a Tenderer may elect to submit a separate tender only for Theme (a) in addition to a tender that encompasses all of the services.

- (i) A Tenderer may propose subcontracting arrangements to provide Site Characterisation services.
- (j) The Department invites suitably qualified consultants to submit a tender to undertake Site Characterisation.

## 2. Scope of requirement

- (a) The full Scope of Work and time frames for each of the deliverables are set out in Schedule 1.
- (b) The Department is seeking to engage one or more service providers to deliver the Site Characterisation in accordance with this request and the Statement of Requirement set out in Schedule 1. This includes experience in undertaking and managing remote area fieldwork within sensitive community settings (see clause 5.4, Schedule 1).
- (c) The anticipated timeframe for the contract is up to 12 months for completion of Stage 1 Site Characterisation. The Department may exercise an option to extend the contract to include further Site Characterisation related to:
  - (i) Stage 2 requirements, thereby extending the contract for a period to be agreed between the Department and the service provider. At the conclusion of Stage 1, the successful provider(s) will provide a Stage 2 work plan proposal to produce deliverables that will achieve the objectives described above at items 1(d)(iii) to 1(d)(vii). This work plan will be peer reviewed and the successful provider(s) will then respond to any comments of the peer reviewer; and
  - (ii) additional sites or Study Areas for Site Characterisation.
- (d) Clause 8.7 of Schedule 1 lists the Themes of the Site Characterisation requirement at (a) - (s).
- (e) The Department may engage a single service provider for Site Characterisation for all Themes or may engage a separate service provider for Theme (a) (Flora and Fauna) (in accordance with clause 26).
- (f) Any contract entered into as a result of this RFT will be based on the Draft Form of Contract. However, the Department may vary the terms and conditions (see clause 26(a)).

## 3. About this document

- (a) This RFT is made up of:
  - (i) the clauses, which set out the conditions applying to the RFT process;

- (ii) Schedule 1, which sets out the Statement of Requirement; and
  - (iii) the Attachments, which set out the information Tenderers need to include in their tenders.
- (b) A checklist is provided at Attachment 1 to assist Tenderers in preparing and submitting their tenders.
  - (c) The dictionary in clause 30 provides definitions of words and phrases used in this RFT. Acronyms are defined in bold text throughout the RFT.
  - (d) Where this RFT provides that the Department 'may' do a thing, it may do so in its absolute discretion.

#### 4. AusTender, the Australian Government Tender System

- (a) 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 Approach to Market (**ATM**) process, Tenderers must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at <http://www.tenders.gov.au/?event=public.termsOfUse>.
- (b) 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](mailto: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).

#### 5. Further information about this RFT

- (a) Tenderers should direct any questions arising during the preparation of a tender or requests for clarification in writing to [radioactivewaste@industry.gov.au](mailto:radioactivewaste@industry.gov.au).
- (b) The Department may refuse to answer any question received less than five business days before the Closing Time.
- (c) Where appropriate, the Department will circulate questions and answers to all other Tenderers without disclosing the source of the questions or revealing the substance of a proposed tender.
- (d) If a Tenderer finds any discrepancy, error or omission in this RFT, it should notify the Department in writing before the Closing Time.

#### 6. Registered Tenderers and Notices

- (a) In the event that the Department elects to vary or supplement this RFT or change the conditions of tender, it will make reasonable efforts to inform Tenderers in accordance with this clause.
- (b) Tenderers may be informed by notices and other information issued as addenda posted on this RFT page on AusTender.

- (c) Tenderers who have registered and downloaded the tender documentation will be notified by AusTender via email of any addendum issuance. It is in the interests of Tenderers to ensure they have correctly recorded their contact details prior to downloading tender documentation. If Tenderers have not recorded their details correctly, they should amend their details and download the tender documentation again.
- (d) Tenderers are required to log in to AusTender and collect addenda as notified.
- (e) The Commonwealth will accept no responsibility if a Tenderer fails to become aware of any addendum notice which would have been apparent from a visit to the AusTender page for this RFT.
- (f) If a Tenderer has obtained tender documentation other than from AusTender, they must visit AusTender, register as a user and download the tender documentation for this RFT.

## What tenderers need to do

### 7. Tenderer behaviour

- (a) Tenderers must not, and must ensure that their officers, employees, agents and advisors do not, in relation to the preparation, lodgement or assessment of tenders:
  - (i) make false or misleading claims or statements;
  - (ii) improperly obtain confidential information;
  - (iii) receive improper assistance;
  - (iv) engage in collusive tendering, anti-competitive conduct or other similar conduct with any other Tenderer or other person; or
  - (v) attempt to improperly influence an officer of the Department or approach any Commonwealth officer other than in the manner set out in clause 5(a).
- (b) Note that the Department may exclude a tender from consideration if the Tenderer fails to comply with these requirements (clause 16(c)(iii)).

### 8. Industry briefing

An industry briefing will not be held. Tenderers may ask questions in accordance with clause 5. Tenderers should note that the project's website (<http://www.radioactivewaste.gov.au/>) is a useful resource for additional context for the work required by this RFT.

### 9. Seek own advice

This RFT is not business, investment, legal or tax advice. Tenderers should seek their own independent professional advice in respect of all matters in connection with this RFT.

### 10. Bear own costs

- (a) All expenses and costs incurred by a Tenderer in connection with this RFT, including preparing and lodging a tender, providing the Department with further



information, giving presentations, attending interviews and participating in any subsequent negotiations, are the sole responsibility of the Tenderer.

- (b) The Department is not liable for any costs or other compensation in relation to the consideration of this RFT, lodgement of any tender or participation in the RFT process by any Tenderers where the Department takes any action permitted under this RFT, including any exercise of the Department's rights under clause 26.

## 11. Satisfy the Conditions for Participation

- (a) To submit a tender, the Tenderer must satisfy the Conditions for Participation (ie mandatory requirements). If a Tenderer does not satisfy the Conditions for Participation, the tender will be excluded from consideration (see clause 16).
- (b) The Conditions for Participation are set out in the following table:

No.	Condition for Participation
1.	The Tenderer and any subcontractors proposed in the tender must not be named as not complying with the <i>Workplace Gender Equality Act 2012</i> (Cth).
2.	The Tenderer confirms that in dealing with its employees and independent contractors, the Tenderer has due regard to Commonwealth policies on the engagement of workers, comply with Commonwealth policies on the engagement of workers, including the obligations under the <i>Work Health and Safety Act 2011</i> (Cth) and relevant work health and safety laws.
3.	The Tenderer and any subcontractors proposed in the tender are not insolvent, bankrupt, in liquidation, or under administration or receivership.

## 12. What the tender needs to include

### 12.1 Satisfy the Minimum Content and Format Requirements

- (a) Tenders must satisfy the Minimum Content and Format Requirements (ie mandatory requirements). Subject to clause 18.1(c), if a tender does not satisfy the Minimum Content and Format Requirements, it will be excluded from consideration (see clause 16).
- (b) The Minimum Content and Format Requirements are set out in the following table:

No.	Minimum Content and Format Requirement
1.	The Tenderer must complete the Tender Response Form (Attachment 2) in the format provided. Please note, clause 9.4 of the Tender Response Form requests information to allow the Department to confirm the Tenderer complies with obligations under the <i>Work Health and Safety Act 2011</i> (Cth) and <i>Workplace Gender Equality Act 2012</i> (Cth).

## 12.2 Use the Attachments

- (a) A Tenderer should include a completed checklist in the form of Attachment 1.
- (b) A Tenderer must include the following documents:
  - (i) a completed Tenderer Response Form in the form of Attachment 2; and
  - (ii) the information required by each other Attachment to this RFT.
- (c) If the tender does not include a document addressing the information on insurance as required by Attachment 7, the Tenderer is taken to confirm that it and any subcontractors can meet the proposed insurance requirements set out in Attachment 7.
- (d) If the tender does not include a document addressing the information on compliance as required by Attachment 8, the Tenderer is taken to agree with all provisions of the Draft Form of Contract.
- (e) If the tender does not include a document addressing the information on confidentiality as required by Attachment 9, the Tenderer is taken to agree that none of the information in its tender is confidential.

## 12.3 Alternative tenders

A Tenderer must submit a tender that complies with the requirements of this RFT. However, the Tenderer may also submit an alternative tender provided that a compliant tender is also submitted. If a Tenderer submits an alternative tender, the advantages, disadvantages, limitations and capabilities of the alternative tender should be clearly stated.

## 12.4 Consortium tenders

A consortium may submit a tender on the basis that one legal entity will take full responsibility. The tender should provide full details of that legal entity, the consortium members and any proposed subcontractors.

## 13. Tender Closing Time and Date

- (a) Tender responses must be lodged before the Closing Time.
- (b) 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 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.
- (c) Only tender files which have been uploaded in full and lodged with the tender by the Closing Time will be considered.
- (d) Any tender lodged after the Closing Time or received at any location (including any Department location) after the Closing Time (other than through AusTender) will be deemed to be a late tender. The Department will not accept a late tender, unless the tender is late solely because of the Department's own mishandling.

## 14. How to lodge the tender

### 14.1 Electronic lodgement

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

### 14.2 File format, name and size

- (a) **File format:** The Department will accept tender responses lodged in Microsoft Word, Microsoft Excel or PDF format.
- (b) **File names:** The tender response file name/s:
  - (i) should incorporate the Tenderer's company name; and
  - (ii) should reflect the various parts of the bid they represent, where the tender comprises multiple files.
- (c) **Scanned or Imaged Material, including Statutory Declarations:** 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 Department.
- (d) Tender response files should not exceed a combined file size of 50 megabytes per upload.

## 15. After lodging the tender

### 15.1 Correcting tenders or providing additional information

If, after lodgement, a Tenderer becomes aware of any discrepancy, error or omission in its tender, it may submit a correction or provide additional information. The correction or additional information must be provided by the Closing Time by lodging it electronically using AusTender.

### 15.2 Tender validity period

In lodging a tender, the Tenderer acknowledges that its tender remains valid and open for acceptance by the Department for a period of six months from the Closing Time.

### 15.3 Ownership of tender documents

- (a) All tender documents become the property of the Department on lodgement. However, subject to clause 15.3(b), ownership of the intellectual property in the tender documents will remain with the Tenderer.
- (b) The Department may use and copy the tender documents as it requires for the purposes of the RFT process, evaluating tenders, negotiating and preparing an agreement, audit requirements and complying with governmental and parliamentary reporting requirements including requests for information by Parliament or Parliamentary Committees.

### 15.4 Publicity

Tenderers must not furnish any information, make any statement or issue any document or other written or printed material concerning the acceptance of any tender in response to this RFT for publication in any media without the prior written approval of the Department.

## Department's evaluation process

### 16. Step 1 – Screening

- (a) The Department will screen all tenders received for completeness, unintentional errors of form, clarity and compliance with this RFT.
- (b) The Department will exclude a tender from consideration if:
  - (i) subject to clause 13, the tender is lodged after the Closing Time;
  - (ii) the Tenderer does not satisfy the Conditions for Participation;
  - (iii) subject to clause 18.1(c), the tender does not satisfy the Minimum Content and Format Requirements;
  - (iv) the tender includes electronic files that cannot be read or decrypted;
  - (v) the tender is lodged electronically and is found to contain a virus, worm or other disabling feature; or
  - (vi) the Department believes the tender potentially contains any virus, malicious code or anything else that might compromise the integrity or security of AusTender and/or the Department's computing environment.
- (c) The Department may at any time exclude a tender from consideration if:
  - (i) the tender is incomplete;
  - (ii) prices are not clearly and legibly stated;
  - (iii) the Tenderer or tender does not comply with this RFT;
  - (iv) the Tenderer is not fully capable of undertaking a contract in the form of the Draft Form of Contract;
  - (v) the tender is clearly uncompetitive when compared with the other tenders received;
  - (vi) the tender is rated unsuitable or unsatisfactory against one or more of the Evaluation Criteria; or
  - (vii) the Tenderer does not substantially comply with the Draft Form of Contract.

### 17. Step 2 – Evaluating remaining tenders

- (a) Tenders will be assessed on the basis of value for money through the application of the Evaluation Criteria. Value for money is a comprehensive assessment that takes into account both price and the value represented by the assessment of capability and capacity, in the context of the risk profile presented by each tender.

(b) The Evaluation Criteria are set out in the following table:

No.	Evaluation Criteria
1.	<p><b>Capability</b></p> <p>The capability of the Tenderer to provide the services in accordance with the Statement of Requirement. For example:</p> <ul style="list-style-type: none"> <li>• Tenderer's skills, experience and past performance</li> <li>• skills, experience and past performance of the Tenderer's personnel</li> </ul>
2.	<p><b>Capacity</b></p> <p>The capacity of the Tenderer to provide the services in accordance with the Statement of Requirement. For example:</p> <ul style="list-style-type: none"> <li>• availability of Tenderer's personnel and time allocation to the task</li> <li>• ability to meet project deadlines</li> <li>• capacity to provide the goods or services over the required period</li> <li>• make up of the project team including the amount of local consultants and contractors used</li> </ul>
3.	<p><b>Price</b></p> <p>All costs, fees, allowances and charges associated with the implementation and completion of contract obligations</p>
4.	<p><b>Risk</b></p> <p>Any risks inherent in the tender. For example:</p> <ul style="list-style-type: none"> <li>• any actual or perceived conflict of interest</li> <li>• level of compliance with this RFT (including the Draft Form of Contract)</li> <li>• adequacy of insurance proposed by the Tenderer</li> </ul>
5.	<p><b>Social Impact</b></p> <p>Social responsibility initiatives the Tenderer supports directly and indirectly related to the Statement of Requirement. For example:</p> <ul style="list-style-type: none"> <li>• Employment and engagement opportunities and strategies</li> <li>• Environmental and sustainability initiatives</li> </ul>

(c) Tenders will be evaluated using the following approach:

- (i) assessment of the technical worth of tenders using Evaluation Criteria 1 and 2 (Capability and Capacity) described in the above table at clause 17(b);
- (ii) assessment of tendered prices;
- (iii) Social Impact considerations; and

- (iv) assessment of best value for money by a comparison of technical worth as against tendered prices and risks associated with tenders, to determine best value for money.

Tenderers must identify and provide a tender response for the Themes they are tendering for in addition to completing the table in Attachment 2 – Tenderers Response Form. The Department will separately evaluate tenders for Theme (a) (Flora and Fauna).

- (d) The Department is not obliged to accept the lowest priced tender or a tender that is assessed as having the highest technical worth. Value for money involves assessing various factors over the entire procurement cycle, including practical considerations associated with any potential outcome that would involve more than one service provider.

## 18. Additional steps

### 18.1 Clarification, additional information and corrections

- (a) After the Closing Time, the Department may engage in any discussions with, or seek clarification on any matter from, any Tenderer.
- (b) The Department may require a Tenderer to submit additional information to allow further consideration of its tender.
- (c) If the Department considers that there is an unintentional error of form in a tender, the Department may give the Tenderer an opportunity to correct the error. If the Department gives a Tenderer an opportunity to correct an unintentional error of form, it will give the same opportunity to all Tenderers in the same position.

### 18.2 Independent inquiries

- (a) The Department may make independent enquiries about any of the matters that may be relevant to the evaluation of any tender.
- (b) The Department reserves the right to contact Tenderers' referees, or any other person, directly and without notifying Tenderers.

### 18.3 Short listing

The Department may short list tenders at any time.

### 18.4 Presentations, interviews, site visits and samples

- (a) Some or all Tenderers may be required to give a presentation.
- (b) Some or all Tenderers may be required to attend an interview.
- (c) The Department may undertake a visit to some or all Tenderers' sites as part of its evaluation process.
- (d) Some or all Tenderers may be required to provide samples for inspection or testing by the Department.
- (e) The requirements, if any, for Tenderer presentations, interviews, site visits or samples will be notified to the relevant Tenderers by the Department after the Closing Time.

### 18.5 Security, probity and financial checks

- (a) The Department may conduct such security, probity and financial (including credit) checks as it deems necessary on Tenderers, their partners, associates or

related entities (including consortium members) or their officers or employees, for the purpose of evaluating tenders or at any other stage of the RFT process. These checks may require individuals to sign forms verifying information relating to that individual and authorising the provision of confidential or personal information.

- (b) Tenderers must provide, at their own cost, all reasonable assistance required by the Department in undertaking and conducting the security, probity and financial checks.
- (c) The Department reserves the right to request financial statements and other information relevant to determining the financial viability of Tenderers, their partners, associates, or related entities including consortium members.

## 19. Negotiations with Tenderers

- (a) After the Closing Time, the Department may enter into negotiations with and/or seek a best and final offer from any one or more Tenderers.
- (b) Without limiting clause 19(a), during the negotiations the Department may engage in detailed discussions with the goal of maximising the benefits to the Department, as measured using the Evaluation Criteria.
- (c) Without limiting its other rights under this RFT, if in the Department's view during final negotiations or requests for best and final offer a preferred Tenderer retracts, or attempts to retract, agreements under which material business, financial, technical and legal issues were resolved during negotiations, the Department may reject the preferred Tenderer's tender, discontinue negotiations with that Tenderer, re-enter negotiations with other Tenderers (including or excluding the preferred Tenderer), and exercise any other right the Department has under this RFT, at law or otherwise.

## 20. Execution of formal agreement

- (a) Nothing in this RFT, or the submission of any tender in response to it, or any conduct or statement whether before or after the issue of this RFT constitutes a contract, express or implied, with the Department. The Department intends that no contract will be formed unless and until the Department signs a formal contract with a preferred Tenderer.
- (b) The Department will require the execution of a formal contract and a preferred Tenderer must, within seven days after being required in writing by the Department to do so, execute such a contract based on the Draft Form of Contract.
- (c) If the circumstances of the RFT process give rise to a pre-award contract, contrary to clause 20(a), the Department's liability for breaching the pre-award contract is limited to expenditure reasonably incurred by the relevant Tenderer in tendering for this project, and does not include liability for any loss of profits or opportunity, or any other losses of the Tenderer.



## 21. Advice to unsuccessful Tenderers and opportunity for debriefing

After the end of the RFT process, the Department will notify each unsuccessful Tenderer that its tender has not been accepted, and will offer the opportunity for a debriefing (at the time and in the manner the Department reasonably determines).

## General conditions

### 22. Ownership of RFT documents

- (a) All documents comprising this RFT remain the property of the Department. Each Tenderer is permitted to use them for the purpose only of compiling a tender and, where relevant, negotiating the terms of an agreement with the Department.
- (b) All copyright and other intellectual property rights contained in this RFT are and remain vested in the Department and any third party who has given the Department permission to incorporate them in this RFT.

### 23. Return or destruction of Department's information

The Department may, at any stage, require all written or electronically stored information (whether confidential or otherwise and without regard to the type of media on which such information was provided to any Tenderer) provided to Tenderers (and all copies of such information made by Tenderers) to be:

- (a) returned to the Department – in which case the Tenderer must promptly return all such information to the address identified by the Department; or
- (b) destroyed by the Tenderer – in which case the Tenderer must promptly destroy all such information and provide the Department with written certification that the information has been destroyed.

### 24. Important notices about this RFT

- (a) Tenders are made on the basis that each Tenderer acknowledges that:
  - (i) it has examined the RFT, any documents referred to in it, and any other information made available in writing by the Department to Tenderers for the purpose of participating in the RFT process;
  - (ii) this RFT is designed to summarise information concerning the Department's requirement only and is not necessarily a comprehensive description of it;
  - (iii) to the maximum extent permitted by law, neither the Department, nor its employees, advisers or agents will in any way be liable to any person or body for any cost, expense, loss, claim or damage of any nature arising in any way out of or in connection with the statements, opinions, projections, forecasts or other representations, actual or implied, contained in or omitted from this RFT or by reason of any reliance on them by any person or body;
  - (iv) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the Department's requirement including the risks and other circumstances which may affect a tender;



- (v) in lodging its tender, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the Department other than as expressly contained in this RFT or an addendum to this RFT issued by the Department;
  - (vi) it did not use the improper assistance of Departmental employees;
  - (vii) it has satisfied itself as to the correctness and sufficiency of its tender; and
  - (viii) it will comply with the terms and conditions set out in this RFT.
- (b) The Department believes the contents of this RFT to be accurate at the date of this RFT. The accuracy of any statements, opinions, projections, forecasts, representations or other information (**Statements**) contained in this RFT may change. Where any Statement relates to future matters, no steps have been taken to verify that the Statement is based on reasonable grounds, and, to the maximum extent permitted by law, no representation or warranty, expressed or implied, is made by the Department, or any of its officers, employees, advisers or agents that the Statement is accurate.

## 25. Disclosure of tender information

### 25.1 Freedom of information

Tenderers should be aware that the Department is subject to the operation of the *Freedom of Information Act 1982* (Cth), which allows public access to Government documents. If this is of concern, the Act provides avenues for submissions to be made that particular information about the business, commercial or financial affairs of an entity or undertaking should not be disclosed.

### 25.2 Disclosure of contracts

The Department is subject to a number of specific requirements, which support internal and external scrutiny of its tendering and contracting processes. These include:

- (a) the requirement to publish details of its agreements, Commonwealth contracts and standing offers with an estimated liability of \$10,000 or more in AusTender;
- (b) the requirement to report a list of contracts valued at \$100,000 or more and to identify confidentiality requirements in accordance with the Senate Order on Department and Entity Contracts; and
- (c) the requirement to publish information about certain procurements in Annual Reports.

### 25.3 Sub-contractors

- (a) The Department is required under the Commonwealth Procurement Rules 2017 to make available on request by any person the details of any subcontractors engaged by a contractor in the performance of a Commonwealth contract for procurement.
- (b) In submitting a response to this RFT, a Tenderer will be confirming that it consents to the public disclosure of the name, ABN and address of, and work to be performed by, a subcontractor, and that all proposed subcontractors have consented to the disclosure of this information, if the Tenderer is selected to enter into a contract with the Department for the provision of the goods or services described in this RFT.

## 25.4 Confidentiality

- (a) Tenderers may specify information contained in their tender that they consider to be confidential information, and subject to this clause 25.4, the Department will treat such information as confidential, and will only use that information for the purposes of the RFT process.
- (b) The Department may, without the need to notify any Tenderer, disclose or allow the disclosure of, at any time, any information provided by Tenderers, including their tenders:
  - (i) to the Department's advisers or employees solely in order to evaluate or otherwise assess the tender;
  - (ii) to the Department's internal management personnel for purposes related to the RFT process;
  - (iii) to the responsible Minister;
  - (iv) in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
  - (v) within the Department, or with another department or entity, where this serves the Commonwealth's legitimate interests;
  - (vi) where information is authorised or required by law to be disclosed; or
  - (vii) where the information is in the public domain otherwise than by a Commonwealth disclosure.
- (c) Following contract award, clause 25.4(a) will cease to apply to a successful Tenderer. After that time, the Department will only keep information provided by a successful Tenderer confidential where:
  - (i) the Tenderer requested in the tender that specific information be kept confidential;
  - (ii) the specific information is by its nature confidential; and
  - (iii) the Department agrees to that request.
- (d) Tenderers should indicate in their response (see Attachment 9) what information they consider should be protected as confidential information following contract award, if selected as successful, and the reasons why they consider that information is confidential. Tenderers should understand that Commonwealth policy is that information should not be subject to an obligation of confidence unless there is a good reason to do so. In this regard, Tenderers should have regard to the Department of Finance's publication "Additional Reporting on Confidentiality" (available at <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/reporting-requirements/reporting-confidentiality/principles.html>).
- (e) Information that the Department agrees to keep confidential following contract award will be described in the contract entered into with the successful Tenderer.

## 25.5 Australian National Audit Office

- (a) The attention of Tenderers is drawn to the *Auditor-General Act 1997* (Cth), which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.

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

## 26. Department's rights

Without limiting its rights at law or otherwise, the Department may:

- (a) amend this RFT;
- (b) suspend or discontinue the RFT process (including during negotiations), where the Department considers that:
  - (i) it is in the public interest to do so;
  - (ii) no tender meets the Minimum Content and Format Requirements;
  - (iii) no Tenderer meets the Conditions for Participation;
  - (iv) no Tenderer is fully capable of undertaking a contract in the form of the Draft Form of Contract; or
  - (v) no tender represents value for money;
- (c) before final selection (with or without short listing) enter into negotiations with one or more Tenderers (including parallel negotiations with more than one Tenderer or negotiations with all Tenderers without short listing);
- (d) discontinue negotiations with any Tenderer at any time for any reason;
- (e) require additional information or clarification from any Tenderer or anyone else;
- (f) provide additional information or clarification;
- (g) negotiate with any person who is not a Tenderer and enter into a contract with that person on such terms as the Department in its absolute discretion accepts, in circumstances where limited tendering is permitted by the Commonwealth Procurement Rules;
- (h) add to, alter, delete or exclude the Department's technical requirements;
- (i) publish or disclose the names of Tenderers (whether successful or unsuccessful);
- (j) allow or not allow a related body corporate to take over a tender in substitution for the original Tenderer;
- (k) change the structure and timing of the RFT process;
- (l) vary or extend any time or date in this RFT at any time and for such period as the Department in its absolute discretion considers appropriate. The Department will issue an addendum notifying any decision to extend; or
- (m) enter into any contractual arrangements or arrangements which will best meet the Department's needs.

## 27. Relevant laws

- (a) The law applying in the Australian Capital Territory applies to this RFT and to the RFT process.

- (b) Each Tenderer must comply with all relevant laws and Commonwealth policy in preparing and lodging its tender and taking part in the RFT process.

## 28. Workplace Gender Equality Act 2012 (Cth)

- (a) Commonwealth policy prevents the Commonwealth from entering into contracts with suppliers who are non-compliant under the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**). The Draft Form of Contract requires that, in performing any contract, a successful Tenderer must:
  - (i) comply with its obligations, if any, under the WGE Act; and
  - (ii) if the Term of that contract exceeds 18 months, the successful Tenderer must provide a current letter of compliance within 18 months from the commencement date of that contract and following this, annually to the Department or as otherwise specified in the contract.
- (b) Successful Tenderers should note that if during the term of any contract, the supplier becomes non-compliant with the WGE Act, the supplier must notify the Department or as otherwise specified in the contract. For further information about coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.
- (c) Tenderers must indicate as part of the Tenderer's response at Attachment 2 – Tenderer's Response Form, whether or not the Tenderer's organisation is a 'relevant employer' under the WGE Act and, if applicable, provide a current letter of compliance as part of the tender's submission, or prior to entering into contract.

## 29. Supplier Payment On-Time or Pay Interest Policy

- (a) The Government's *Procurement Supplier Pay On-Time or Pay Interest Policy* sets out the Government's policy for on time payment of procurement contracts.
- (b) The Government's policy is that in procurement contracts for payments valued up to and including A\$1 million (GST inclusive), the entity will agree to provide payment no later than 30 days after the date of receipt by the entity of a correctly rendered invoice.

Further, for procurement contracts with a value of up to A\$1 million (GST inclusive), the entity must also provide that, where the entity does not pay a correctly rendered invoice in full after 30 days of receipt, the entity must make a self-generated interest payment to the small business for any outstanding simple interest accrued where the amount of that interest is more than A\$100.
- (c) The policy is available to view in full from the Department of Finance's website at: <http://www.finance.gov.au/publications/rmgs/pay-on-time-policy.html>
- (d) The Draft Form of Contract includes clauses to give effect to the Government's policy.

## 30. Dictionary

In this RFT, unless the contrary intention appears:

<b>Closing Time</b>	means the Closing Time specified on the front page of this RFT, as amended by any addendum in accordance with clause 6.
<b>Detailed Business Case</b>	means the submission that outlines the financial and other impacts of the siting of a facility.
<b>Condition for Participation</b>	means a Condition for Participation set out in clause 11(b).
<b>Critical Timeframes</b>	means the timeframes outlined in clause 3.3 of Schedule 1.
<b>Department</b>	means the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science.
<b>Draft Form of Contract</b>	means the draft contract provided with this RFT.
<b>Evaluation Criteria</b>	means the Evaluation Criteria set out in clause 17(b).
<b>Facility</b>	means the planned National Radioactive Waste Management Facility described at clause 1(a) of this RFT.
<b>Field Assessment Programme</b>	the work plan developed by the successful service provider(s) describing their approach to undertaking the site based activities including consideration of logistics, timing, health and safety, community consultation, emergency procedures, frequency of visits including subsequent monitoring, procedures to minimise disturbance of the site.
<b>Hold Point</b>	means the delineation point between Stages of Site Characterisation whereby a decision, to be made by the Department, to proceed (or not) will be made.
<b>Minimum Content and Format Requirement</b>	means a Minimum Content and Format Requirement set out in clause 12.1(b).
<b>Phase 2</b>	The second technical stage of identifying a Facility
<b>Reference Design</b>	Described at clause 5.3(b)(i) to Schedule 1.
<b>RFT</b>	means this request for tender, including the Draft Form of Contract.
<b>Scope of Work</b>	means the Scope of Work as set out in clause 6 of Schedule 1.

<b>Site Characterisation</b>	means the undertaking of studies and reports (desktop or on site) as described at Schedule 1 to this RFT to provide an accurate account of the specific physical properties of a site that relate to its ability to house the Facility and to contain the release of radionuclides to the biosphere.
<b>Site Suitability Assessment</b>	Described at clause 5.3(a) to Schedule 1.
<b>Stage 1</b>	Site Characterisation services described at clauses 6.6 to 6.17 to Schedule 1.
<b>Stage 2</b>	Site Characterisation services described at clause 6.19 to Schedule 1.
<b>Statement of Requirement</b>	means Schedule 1.
<b>Study Area</b>	means the 100 ha area to be provided to the successful respondent in which the Site Characterisation is to be undertaken, subject to clause 7.4 of Schedule 1.
<b>Theme</b>	Each of items (a) to (s) of clause 8.7 of Schedule 1.

# Schedule 1 – Statement of Requirement

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## 1. Project Background

- 1.1 The Australian Government is committed to identifying a voluntary community to host a national purpose built Facility to dispose of Australia's low level radioactive waste and provide an interim store for Australia's intermediate level radioactive waste.
- 1.2 The Government has stated that it will not impose a repository on an unwilling community, noting no individual or group has a right of veto.
- 1.3 Following a public call for nominations in 2015 under the NRWM Act, three sites have now been shortlisted and progressed to Phase 2 of the project (technical assessment phase and the subject of this RFT). This follows extensive community engagement activities including assessments of community sentiment towards the project.
  - (a) Refer to 1.(b) Background to this RFT for detail on the three nominated sites.
- 1.4 Site Characterisation work is now required on all three sites in this phase. The results of this technical assessment, and community views will be provided to the Minister at the conclusion of phase 2.
- 1.5 The Department may continue to receive nominations for land to host the Facility until a final site is decided upon by the Australian Government.

## 2. General Requirement

- 2.1 The Department requires engineering and scientific services to commence Site Characterisation of the three short-listed sites, as set out in clause 1 (Background to this RFT), for the Facility. The Department may require Site Characterisation services for additional sites.
- 2.2 Site Characterisation is an important activity in the next part of the project; it will confirm the suitability of a selected site to host the facility, is critical to development of accurate cost estimates for the Detailed Business Case through confirming design assumptions, and will go on to form the basis for development of safety case documentation, detailed design and for obtaining future licences and approvals.
- 2.3 The primary focus of all project tasks currently underway is to achieve the submission of a Detailed Business Case by December 2018. It is noted, however, that Site Characterisation tasks (fieldwork etc.) may extend beyond this period and that subsequent usage of the Site Characterisation data will impact on planning and design of the fieldwork programme in the next 12 months. It is important for Tenderers to understand the proposed use for the Site Characterisation data.
- 2.4 For Stage 1 (initial contract period), it is anticipated the data will be used:
  - (a) to inform the Department on any significant issues affecting the suitability of the site and risks associated with any of the sites based on the Site Suitability Assessment undertaken. In the case of significant issues affecting suitability of a site, the service provider must advise the Department of these at the earliest opportunity; and by the design team to modify the Reference Design for a specific site to a point that cost estimates can be produced for the Detailed Business Case.
- 2.5 In Stage 2 (extension option), Site Characterisation may be used for:



- (a) developing the safety case;
  - (b) developing the detailed design of the Facility;
  - (c) preparing a referral to the Minister and subsequent development of an environmental impact statement or public environment report under the EPBC Act; and
  - (d) preparing applications for site, construction and operating licenses under the ARPANS Act and approvals under the Safeguards Act.
- 2.6 The process followed by the Department is generally in accordance with Section 1.4 of the Australian Radiation Protection and Nuclear Safety Agency (**ARPANSA**) publication *Regulatory Guide: Siting of Controlled Facilities*, August 2014.
- (a) The requested works relate to the *Characterisation of Preferred Site/s* and the *Suitability of Preferred Sites* as outlined in the flow chart within the regulatory guide.
  - (b) It is noted that the *Selection of Potential Sites* in this flow chart has been substituted by the voluntary nomination process undertaken to date.
3. **Information for Tenderers**
- 3.1 Tenderers should make themselves familiar with the requirements including, but not limited to those set out in the following documents when preparing their tender:
- (a) ARPANSA
    - (i) *Regulatory Guide: Siting of Controlled Facilities*, August 2014;
    - (ii) *Regulatory Guide: Applying for a licence for a radioactive waste storage or disposal facility 2017*; and
    - (iii) *RHS-35 Code of Practice for the Near-Surface Disposal of Radioactive Waste in Australia*, 1992.
  - (b) International Atomic Energy Agency (**IAEA**)
    - (i) *SSG-35 Site Survey and Site Selection for Nuclear Installations*;
    - (ii) *NS-R-3 Site Evaluation for Nuclear Installations*;
    - (iii) *SSG-29 Near Surface Disposal Facilities for Radioactive Waste*; and
    - (iv) *SSR-5 Disposal of Radioactive Waste*.
- 3.2 Tenderers should be aware of the following regarding stages of the Site Characterisation process:
- (a) The Site Characterisation process is split into two stages:
    - (i) Stage 1 – the requirements and deliverables described at clauses 6.6 to 6.17 of Schedule 1. The purpose of this Site Characterisation is to inform a Site Suitability Assessment and the Detailed Business case (initial contract term of up to 12 months); and
    - (ii) Stage 2 – the requirements and deliverables described at clause 6.19 of Schedule 1 and the approved Stage 2 work plan. The purpose of this Site Characterisation is for Licences and Approvals (Stage 2 is an option that may be exercised by the Department).
  - (b) It is anticipated that underlying the above stages will be ongoing fieldwork.



- (c) These stages serve two purposes:
  - (i) to focus the attention of the successful service provider(s) on the immediate tasks to complete the work; and
  - (ii) to allow the Department, at its discretion, to halt some (or all) Site Characterisation work at any time as work progresses through the stages (e.g. due to a significant issue having been identified, withdrawal of a site or narrowing down to a shorter list of sites).
- (d) Hold Points are used where a decision by the Department will be required to progress with Site Characterisation (although the Department may also halt some or all work at any time if a site is identified as being unsuitable).

3.3 The following should be noted regarding Critical Timeframes:

- (a) The Department has a commitment to key timeframes for the project.
- (b) Site characterisation will feed into other work streams on the project that rely upon the timely provision of advice to meet these timeframes.
- (c) The high-level timeframes are as follows:
  - (i) end June 2018 – Site Suitability Assessment complete;
  - (ii) October 2018 – Input to a Detailed Business Case (through ongoing fieldwork and updating technical reports) ; and
  - (iii) December 2018 (if the option is exercised by the Department), commencement of Stage 2 work in connection with licencing and approvals.
- (d) To enable the Department to meet these timeframes, project deliverables and their corresponding timings for this work stream are outlined in clause 9.1.
- (e) Tenderers are required to review these timeframes and formulate their methodology in accordance with them, including detailing the extent to which the quantum of fieldwork and analysis can be completed within those timeframes.
- (f) It is the Department's expectation that:
  - (i) all three sites will be carried through to completion of the Site Suitability Assessment of the Site Characterisation process;
  - (ii) if any site is found to be unsuitable during the Site Characterisation services Site Characterisation may not continue at that site;
  - (iii) only one site would be carried through to Stage 2 or any subsequent stages of the Site Characterisation process; and
  - (iv) it is possible that Site Characterisation for additional sites will be required.

3.4 The Critical Timeframes should be noted, considered and responded to by Tenderers when preparing their response to this RFT.

#### 4. **Legislative Obligations**

- 4.1 It is expected that Tenderers and the successful service provider(s) will make themselves aware of and comply with the requirements of the NRWM Act as well as other legislation applicable to carrying out the studies, including but not limited to the EPBC Act and the ARPANS Act. This includes obligations under the NRWM Act on a person doing things in relation to selecting the site for a facility to:

- (a) take all reasonable steps to ensure that the doing of the thing causes as little detriment and inconvenience, and does as little damage, as is practicable to the land and to anything on or growing or living on, the land;
  - (b) remain on the land only for such period is reasonably necessary; and
  - (c) leave the land, as nearly as practicable, in the condition in which it was immediately before the thing was done.
- 4.2 The successful service provider(s) will be required to obtain approval, from the Department, to access the sites for Site Characterisation. Access to the sites will be formalised by the Department through the preparation of land access agreements with landowners.
- 4.3 Access to sites surrounding/adjacent to the nominated site will need to be negotiated and the successful service provider(s) should note the sensitivities relating to this process and the potential timeframes that may be required.

## 5. Overview of Requirements

- 5.1 The Department is seeking that Tenderers provide their own methodology to meet the requirements outlined below.
- 5.2 This includes consideration of the requirements outlined in the relevant safety guidance and regulatory documentation applicable for a national facility either through the regulator, ARPANSA or from international guidance such as the IAEA.
- 5.3 The Department's requirements for Stage 1 are based on outcomes – the Department requires Site Characterisation to be undertaken to feed into other work streams to achieve the following outcomes (with specific requirements and deliverables to achieve these outcomes described in this Schedule):
- (a) **A Completed Site Suitability Assessment (by June 2018).** Based on a risk assessment methodology, it is anticipated that the successful service provider(s) will carry out the necessary field and desktop assessment to identify any risks, including recommended mitigations, associated with carrying each of the three sites forward in relation to:
    - (i) the site's characteristics that may influence the costs to build the facility;
    - (ii) the risk to obtaining the relevant licenses under the ARPANS Act; and
    - (iii) the risk to obtaining approvals under EPBC Act and the Safeguards Act.
  - (b) **Input to Completion of a Detailed Business Case (by October 2018).** To allow preparation of site specific design and cost estimates for the Detailed Business Case through ongoing fieldwork and updated technical reports and for the purpose of:
    - (i) modifying the existing Reference Design for a site based on specific site characteristics. The design has been completed based on assumptions about site characteristics that may affect the design such as ground conditions, geotechnical properties for footing design and vehicular access. It is intended that the Reference Design will be made site specific through the collection of Site Characterisation such that it can be accurately costed and included in the Detailed Business Case; and
    - (ii) feeding into the Detailed Business Case generally;

- (iii) producing a Stage 2 work plan and completing a peer review process. Tenderers should note that the Department may require ongoing Site Characterisation work to be undertaken during the peer review period and priced as an additional service.
- (c) **Stage 2 work (commencing December 2018).** If required and in accordance with the approved work plan.

5.4 The following is a prioritisation of the requirements that must be addressed by Tenderers:

- (a) **Most Important** - the successful service provider(s) will:
  - (i) have extensive experience in undertaking site characterisation for infrastructure type projects;
  - (ii) have extensive experience coordinating a multi-disciplinary team in undertaking desktop, field and laboratory characterisation and reporting;
  - (iii) understand the requirements and sensitivities of conducting fieldwork in a community setting and can demonstrate how they have managed a multi-disciplinary team in that type of setting in the past;
  - (iv) have a working knowledge of the EPBC Act requirements and experience in preparing Site Characterisation reports for EPBC approvals;
  - (v) have the capacity to conduct the assessment in accordance with the Scope of Work; and
  - (vi) have the capacity to deliver the outcomes by the stated milestone dates.
- (b) **Highly Desirable** - the successful service provider(s) will:
  - (i) have experience in undertaking site characterisation for the purposes of obtaining complex approvals; and
  - (ii) have a working knowledge of the ARPANS Act requirements;
- (c) **Desirable** - the successful service provider(s) will:
  - (i) have experience in preparing site characterisation reports for ARPANS Act approvals;
  - (ii) have experience in site characterisation for waste management facilities;
  - (iii) have experience in undertaking site characterisation for radioactive waste management facilities; and/or
  - (iv) have experience undertaking site characterisation in remote locations for projects that may be contentious within the community.

5.5 The meaning of the above descriptors are set out in the table below.

Descriptor	Meaning
Most Important	Requirements described as Most Important are integral or critical to the business solution being sought. It is expected that Tenderers will address these requirements to an extremely high standard ensuring that all claims are substantiated. Any failure to address these requirements may result in the tender being non-preferred.

Descriptor	Meaning
Highly Desirable	Requirements described as Highly Desirable are important to the solution and should be highly regarded but they may not be integral or critical to the overall solution. Any failure to address these requirements will greatly diminish the potential scoring ability of the tender overall.
Desirable	Requirements described as Desirable are an expressed wish or request that the Department has a preference for obtaining within the solution but the solution could be acceptable and/or sound without the particular elements. Any failure to address these requirements may diminish the potential scoring ability of the tender overall.

## 6. Scope of Work

- 6.1 Tenderers can assume that initial site selection activities will have already been undertaken; that is to say that voluntarily nominated sites will have been subject to a preliminary desktop review for their suitability and the Department is satisfied that the site has future merit.
- 6.2 Tenderers will be required to undertake Site Characterisation in a staged approach, namely:
- (a) **Stage 1**
- (i) short-listed sites provided to successful service provider(s);
  - (ii) desktop study to confirm provided Study Area of 100 ha is suitable based on initial evidence (see clause 6.7);
  - (iii) workshop on Study Area with subsequent approval to proceed;
  - (iv) design of fieldwork assessment and re-alignment of scope;
  - (v) initial fieldwork and preparation of Site Suitability Assessment;
  - (vi) at any point and at the earliest opportunity, identify any significant issues affecting site suitability to the Department; and
  - (vii) if required by the Department, attendance by the successful provider(s) at community forums;
  - (viii) **Hold Point** - Department decision on sites to be carried forward for ongoing Site Characterisation and inclusion in the Detailed Business Case;
  - (ix) further fieldwork and reporting for input to Detailed Business Case;
  - (x) provision of a Stage 2 work plan proposal and responses to peer review comments on that proposal. The peer reviewer will be selected by the Department. The intent of the peer review is to confirm the work plan proposal will achieve the desired outcomes for Stage 2 and that value for money is obtained through extending the contract for these works. The Stage 2 work plan must propose the deliverables and resources required to support the following objectives:

- (A) preparing a submission for the requisite licence process under the ARPANS Act;
  - (B) preparing a submission for the required approvals under the Safeguards Act;
  - (C) preparing a submission for the required approvals under the EPBC Act;
  - (D) undertaking community engagement activities; and
  - (E) use in any design, safety case and other critical project developments.
- (b) **Hold Point** – Department decision on sites to be carried forward and whether to exercise an option to progress to Stage 2;
- (c) **Stage 2 (if required)**
- (i) further fieldwork and reporting for input to licensing, approvals and design.
- 6.3 The Department requires the provision of detailed site evaluation studies and subsequent laboratory testing (where relevant) and reporting on nominated sites that clearly identifies the natural ability of each site to isolate radioactive materials from the biosphere and any characteristics of the site that may affect the design, construction and operation of a radioactive waste management facility.
- 6.4 Site Characterisation is also to include the establishment of a baseline of information prior to development that can subsequently be continuously recorded throughout planning, construction, operation and post-closure periods.
- 6.5 Details about the deliverables for the different components identified above are described below at clauses 6.6 to 6.18 below.
- 6.6 Short-Listed Sites (Stage 1)
- (a) The successful service provider(s) will be provided the details of short-listed sites ranging in size from 100 ha to 10,000 ha. Details will include:
    - (i) previous desktop analysis results; and
    - (ii) coordinates of the site and legal definition of the land (e.g. title details).
- 6.7 Confirm Study Area (Stage 1)
- (a) The successful service provider(s) will be provided with a 100 ha Study Area by the Department.
  - (b) The successful service provider(s) will complete a desktop review to confirm the Study Area, by providing initial feedback about suitability of the Study Area.
  - (c) Outcomes of this include:
    - (i) a detailed report outlining the review outcomes;
    - (ii) a risk assessment outlining any outstanding risks in the Study Areas, risks relating to the data used etc; and
    - (iii) recommendation to proceed with Study Area or alternative Study Area recommendation.

6.8 Study Area Workshop (Stage 1)

- (a) The successful service provider(s) will present the findings of their initial assessment to the Department in a workshop setting.
- (b) The purpose of this workshop is to review and agree the preferred Study Area.

6.9 Agreement on Study Area (Stage 1)

- (a) The outcome from the workshop will include a decision and direction from the Department on the preferred Study Area that the successful service provider(s) can progress to design the field work programme for.

6.10 Design of Field Assessment Programme (Stage 1)

- (a) Once the Study Area has been agreed, the Field Assessment Programme will be updated by the successful service provider(s) based on their understanding of the site and the requirements outlined in this document.
- (b) The requirements anticipated for fieldwork are included in clause 8.
- (c) Outcomes of this stage include:
  - (i) analysis of the site including where information gaps exist;
  - (ii) development of a Field Assessment Programme to meet the required uses of the characterisation data based on the stated requirements outlined in clauses 6.2 and 8;
  - (iii) summary of the fieldwork to be completed including the nature of the fieldwork; and
  - (iv) a timeframe / programme for the field work including any return trips.
- (d) It is expected that the Field Assessment Programme will include all tasks required to at least reach the end of Stage 1 and potentially may include items that would be part of Stage 2.
- (e) The Field Assessment Programme (and Tenderers' submissions on pricing and methodology) must clearly identify which elements of work will be completed at the end of Stage 1.

6.11 Field Assessment Programme Workshop (Stage 1)

- (a) The proposed Field Assessment Programme will be presented to the Department for endorsement in a workshop setting.
- (b) If more than one service provider is undertaking Site Characterisation against different Themes, it is expected that this workshop will involve sharing of each work programme to coordinate site activities such that any dependencies can be identified and included.

6.12 Endorsement of Field Assessment Programme (Stage 1)

- (a) The outcome from the workshop will include endorsement or recommended changes from the Department on the proposed Field Assessment Programme resulting in an agreed Field Assessment Programme to be completed.
- (b) This detail will form the basis for any scope re-alignment and subsequent activity on the site.

#### 6.13 Approval to Proceed (Stage 1)

- (a) Once agreement and endorsement of the Field Assessment Programme is provided by the Department, a Hold Point will apply until the successful service provider(s) are permitted to access the site.
- (b) Sensitivities within the community may mean that this could delay site characterisation by a period of months. Further, land access agreements will need to be in place (which the Department will arrange).
- (c) Only upon approval from the Department will the successful service provider(s) be permitted access to the site.

#### 6.14 Initial Fieldwork, Site Suitability Assessment and Reporting (Stage 1)

- (a) Once approval is provided by the Department to go to the site, the fieldwork will be carried out on the Study Area by the successful service provider(s).
- (b) To the greatest extent possible (considering the time and budget constraints) as much field work will be conducted as possible at this point for design, EPBC and other licensing requirements.
- (c) In line with the required dates at clause 9 of Schedule 1, the successful service provider(s) will collate desktop and fieldwork results into a Site Suitability Assessment deliverable.
- (d) Based on a risk assessment methodology, it is anticipated that the successful service provider(s) will summarise the pertinent field and desktop assessments to identify any risks associated with carrying any of the sites forward in relation to:
  - (i) the sites' characteristics that may influence the costs to build the facility;
  - (ii) the risk to obtaining the relevant licenses under the ARPANS Act; and
  - (iii) the risk to obtaining approvals under EPBC Act etc.
- (e) The successful service provider(s) will provide recommended mitigations to address any of the identified risks in the Site Suitability Assessment.
- (f) The successful service provider(s) will also coordinate the outcomes of their reports on specific Themes with other service providers to enable the other service providers to achieve the completion of their scope by the required timeframes.
- (g) Any reporting that can be completed at this point will be provided to the Department for use in engagement with the respective communities.
- (h) Pending a community vote and the outcome of the Site Suitability Assessment, the Department may advise the successful service provider(s) to proceed with ongoing characterisation of one or more sites.

#### 6.15 Further Fieldwork and Reporting for Detailed Business Case (Stage 1)

- (a) Once advice is provided by the Department on the sites (if any) to proceed to the next phase of characterisation, the fieldwork will continue in the Study Area by the successful service provider(s).
- (b) All technical reporting and deliverables are to be provided as soon as possible to the other work stream teams so that work can be commenced on updating the Reference Design and completing the cost estimates to a high level of confidence for use in the Detailed Business Case.



- 6.16 Stage 2 work plan proposal (Stage 1)
- (a) The successful service provider(s) will provide a Stage 2 work plan proposal which will be peer reviewed by a reviewer selected by the Department. The intent of the peer review is to confirm the work plan proposal will achieve the desired outcomes for Stage 2 and that value for money is obtained through extending the contract for these works. The Stage 2 work plan must propose the deliverables and resources required to support the following objectives:
    - (i) preparing a submission for the requisite licence process under the ARPANS Act;
    - (ii) preparing a submission for the required approvals under the Safeguards Act;
    - (iii) preparing a submission for the required approvals under the EPBC Act;
    - (iv) undertaking community engagement activities; and
    - (v) use in any design, safety case and other critical project developments.
- 6.17 The successful service provider(s) will provide responses to peer review comments on the Stage 2 work plan proposal.
- 6.18 Hold Point – Decision on sites to be carried forward and decision by Department whether to exercise the option to progress to Stage 2 and approve Stage 2 work plan
- (a) Pending the outcome of the Detailed Business Case, the Department may advise the consultant to proceed with ongoing characterisation of one or more sites.
- 6.19 Further Fieldwork and Reporting for Detailed Business Case (Stage 2)
- (a) Once advice is provided by the Department on the sites (if any) to proceed to the next phase of characterisation, the fieldwork will continue in the Study Area by the successful service provider(s) as outlined in the Stage 2 work plan approved by the Department.
  - (b) All technical reporting and deliverables are to be provided as soon as possible to the other work stream teams so that work can be commenced on licencing, design and approvals.
7. **Notes on the Scope of Work**
- 7.1 As data is discovered on site, decisions may be made to halt progress on, or to proceed with, Site Characterisation depending on alignment with other objectives of the project.
- 7.2 The Study Area will be 100 ha in size and there will be one Study Area per site.
- 7.3 Other Study Areas may be required depending on initial information uncovered during Site Characterisation. The Site Characterisation team need to be flexible and adaptable to these changes.
- 7.4 This means characterisation should be undertaken with the potential to site a facility within the 100 ha Study Area identified as follows:
- (a) investigations or studies may be required outside of the 100 ha Study Area because of the issue being investigated; and
  - (b) Tenderers are required to nominate in their methodology if they believe any investigations are required outside of the nominated site boundary to successfully complete this Scope of Work.



## 8. Anticipated Fieldwork or Studies

- 8.1 The Department requires the provision of detailed site evaluation studies and subsequent laboratory testing (where relevant) and reporting on nominated sites that clearly identifies the natural ability of each site to isolate radioactive materials from the biosphere and any characteristics of the site that may affect the design, construction and operation of a radioactive waste management facility.
- 8.2 The extent of fieldwork and studies to be undertaken during this phase of the project is developed by the Tenderer and advised in their submission to the Department as part of their methodology.
- 8.3 The extent of fieldwork proposed by the Tenderer is to be commensurate with:
- (a) the time available to undertake the studies to meet the Critical Timeframes of the project; and
  - (b) the level of detail recommended to be captured and assessed as outlined in the ARPANSA Regulatory Guide and the referenced IAEA Specific Safety Guide *SSG-35 Site Survey and Site Selection for Nuclear Installations* and NS-R-3 *Site Evaluation for Nuclear Installations*.
- 8.4 SSG-35 deals with site survey and selection – typically at a regional level. It can be noted that:
- (a) for this project, as sites were voluntarily nominated, the process included the assessment of nominated sites, screening of sites and a final decision on suitable sites to be taken forward into subsequent phases of the project;
  - (b) only desktop assessment was undertaken; and
  - (c) there is still opportunity to screen sites, based on contemporary data collected from the field, to determine site suitability.
- 8.5 NS-R-3 deals with characterisation of a site to confirm acceptability and to feed into licencing of the facility. It can be noted that:
- (a) for this scope, the full characterisation of the sites to meet the requirements of NS-R-3 is not required; and
  - (b) however, works should be planned to proceed in a graded approach such that subsequent phases of the project can draw upon information gathered during this phase.
- 8.6 For the purpose of this scope of works, it can be assumed that the Department's expectation is that work will be more involved than outlined in SSG-35 but not to the full extent outlined in NS-R-3.
- 8.7 The Themes to be addressed include the characteristics, quality, quantity and sensitivity, values and use of the following:
- (a) Vegetation and ecological communities (native and invasive), and fauna and habitat (including habitat corridors). Tenderers should note that this Theme will be separately evaluated and is referred to as 'Flora and Fauna';
  - (b) Landscapes and landforms;
  - (c) Geology, geotechnical and geochemical characteristics;
  - (d) Seismic activity;

- (e) Soil and other substrates;
- (f) Water (surface and ground);
- (g) Hydrogeochemistry;
- (h) Conservation and special use areas;
- (i) Capacity to deal with facility wastes and emissions;
- (j) Risks from the surrounding environment eg bushfire;
- (k) Climatic conditions;
- (l) Climate change and long-term environmental scenarios;
- (m) Radiation, background and risks;
- (n) site characteristics which have the potential to impact on site safety;
- (o) risks from the potential impacts of human activities on site suitability;
- (p) Renewable or non renewable natural resources, and the site potential to use renewable resources;
- (q) Transport considerations;
- (r) Utilities, energy and infrastructure;
- (s) Any other information about the site relevant to:
  - (i) assessing the natural ability for the site to isolate radioactive materials from the biosphere including the various release, transport and dispersion methods that a site may present;
  - (ii) assessing any characteristics that may affect the design, construction and operation of the Facility;
  - (iii) establishing a baseline of information prior to development that can subsequently be continuously recorded throughout planning, construction, operation and post-closure periods;
  - (iv) the costs to build and operate the Facility; and
  - (v) achievement of approvals under EPBC Act, the ARPANS Act and the Safeguards Act.

8.8 The above requirements should be investigated in terms of:

- (a) the potential direct impacts of the Facility;
- (b) the potential indirect impacts of the Facility (including outside the Study Area where relevant and material), where the Facility is a substantial cause of those impacts (such as downstream impacts, impacts from upstream materials sourcing and impacts from related developments);
- (c) the cumulative impacts of the Facility with other existing and planned projects in the area;

- (d) the opportunity for offsets to mitigate the potential impacts of the Facility;
- (e) design features that may need to be incorporated into a Facility;
- (f) the safety case for the Facility; and
- (g) the achievement of approvals and licences for the Facility, including under the EPBC Act, the ARPANS Act and the Safeguards Act.

- 8.9 The Department may require Site Characterisation of additional Themes if additional subject matter is identified (including identified in accordance with clause 8.7 (s)) as required to be assessed to achieve the objectives described at clause 1(d) of this RFT. The additional services pricing in Attachment 6 clauses 8 and 9 will be used for this purpose.
- 8.10 All technical reports produced require a non-technical summary for each site in plain English to be used in community consultation.
- 8.11 To the greatest extent possible, all fieldwork will be planned to meet the requirements for subsequent stages including:
- (a) licensing under the *ARPANS Act*;
  - (b) Detailed Design;
  - (c) submission under the *EPBC Act*; or
  - (d) any other licensing and approvals activities.
- 8.12 Tender responses must:
- (a) identify all applicable Australian standards (or in their absence, international standards) for all works proposed to be undertaken in delivering Site Characterisation services; and
  - (b) demonstrate capability to meet the Australian standards (or in their absence, international standards) for all Site Characterisation services.

## 9. Schedule for Requirements and Deliverables

9.1 A proposed schedule of the Requirements and dates for completion for the Scope of Work for the Stages is set out below. Tenderers are required to indicate their compliance or otherwise to the schedule. This includes any supporting information for consideration by the Department where Tenderers propose changes to the completion dates for any requirement listed.

Requirement	Deliverables (if any)	Date for Completion
<b>Stage 1</b>		
Confirmation of Study Area	(A) Summary of Desktop Assessment and Proposed Study Areas	4 Weeks from Contract Signing
Study Area Workshop Held	(B) Presentation for Workshop (B) Minutes of Workshop Outcomes	1 Week from completion of 'A' 1 Week from Workshop
Field Assessment Programme Developed	(C) Detailed Field Assessment Programme (C) Work Health and Safety Plans (C) Logistics Plan (C) Details of Local Content (C) Stakeholder Engagement Plan	4 Weeks from completion of 'B'  4 Weeks from completion of 'B' 4 Weeks from completion of 'B' 4 Weeks from completion of 'B' 5 Weeks from completion of 'B'
Field Assessment Programme Workshop Held	(D) Presentation for Workshop (D) Minutes of Workshop Outcomes	1 Week from completion of 'C' 1 Week from completion of Workshop
Initial Fieldwork Begins	Commence Fieldwork at All Sites	3 Weeks from completion of 'D'
Site Suitability Assessment Completed	Site Suitability Assessment Report Technical Reports	End June 18
Ongoing Fieldwork	Commence Fieldwork at Advised Site(s)	End July 18
Updating of Technical Reports	Updated Technical Reports for input to Detailed Business Case	End October 18

<b>Requirement</b>	<b>Deliverables (if any)</b>	<b>Date for Completion</b>
Provision of a Stage 2 work plan proposal	Stage 2 work plan proposal	End October 18
Response to peer review comments on Stage 2 work plan proposal	Response to peer review comments.	Peer review comments provided four weeks following submission of Stage 2 work plan proposal. Response to peer review comments due December 18
<b>Stage 2 (option available to the Department)</b>		
Ongoing Fieldwork	Commence Fieldwork at Advised Site(s) in accordance with the approved workplan to support the objectives in connection with licences and approvals (clause 6.16 of Schedule 1).	4 weeks from taking the Option
Updating of Technical Reports	Updated Technical Reports	To Be Advised

## 10. Key Issues and Risks

10.1 Tenderers should consider and incorporate a response in their tender on the following risks which will be considered in evaluation of the tender.

- (a) High level of interest: The community has expressed significant interest, which may result in members of the successful service provider(s) team being approached in the field or asked questions;
- (b) Remoteness: The three sites are reasonably remote in terms of access, provision of services etc. Appropriate planning and management will be required for any fieldwork to avoid unnecessary delays due to lack of support;
- (c) Timing: The timings noted in this document are critical. The successful service provider(s) must actively manage their Scope of Work to ensure it is delivered within those timeframes; and
- (d) Land access: Some investigations may be required outside of the nominated site and access may be limited or may take some time to negotiate.

# Attachment 1 – Checklist

The following checklist is provided to assist in preparing and submitting a tender. The checklist is a guide only. Tenderers should satisfy themselves that they have met all conditions in this RFT, and should not rely on the checklist for this purpose. The Tenderer should complete and submit this checklist with its tender.

	Action	Reference	Completed Y/N
	<b>Before submitting a tender</b>		
1.	Read the RFT including the Schedule and Attachments	-	
2.	Confirm the Tenderer satisfies the Conditions for Participation	clause 11	
3.	Note the Closing Time	front page	
4.	Note the permitted method for lodging a tender	clause 14	
5.	Note the Department's evaluation process	clauses 16, 17 and 17(b)	
6.	Attend the industry briefing (if any)	clause 8	
7.	Consider seeking independent professional advice	clause 9	
8.	Check that all addenda have been received	clause 6	
	<b>Submitting a tender</b>		
9.	Complete the Tenderer Response Form	Attachment 2	
10.	Prepare the document on the Tenderer's capability	Attachment 3	
11.	Prepare the document on the Tenderer's capacity	Attachment 4	
12.	Prepare the document on the Tenderer's social impact	Attachment 5	
13.	Prepare the document on price	Attachment 6	
14.	Prepare the document on insurance. If the tender does not include this, the Tenderer is taken to that confirm it and any subcontractors can meet the Department's proposed insurance requirements	Attachment 7, clause 12.2(b)	
15.	Complete the compliance statement. If the tender does not include this, the Tenderer is taken to agree with all provisions of the Draft Form of Contract	Attachment 8, clause 12.2(d)	
16.	Prepare the document on confidentiality. If the tender does not include this, the Tenderer is taken to agree that none of the information in its tender is confidential	Attachment 9, clause 12.2(e)	
17.	Prepare a copy of the tender for your records	-	
18.	Ensure the tender:	clause 14 and clause 16.b	

	Action	Reference	Completed Y/N
	<ul style="list-style-type: none"> <li>• is free from anything that might reasonably affect useability, security or operations of AusTender or the Department's computing environment</li> <li>• does not contain macros, script or executable code</li> <li>• complies with the file type, format, naming conventions and size limitations</li> </ul>		
19.	Submit the tender, including this attachment.	-	

# Attachment 2 – Tenderer Response Form

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The Tenderer must complete and submit this Tenderer Response Form with its tender.

1. **RFT No.** PRI-00003830

2. **Tenderer name**

If a company	Company name	
	ACN	
If a partnership	Trading name (if any)	
	Full name of partners	
If a sole trader	Trading name	
	Full name of sole trader	
If any other type of organisation	Name of organisation	
	Type of organisation	

3. **ABN**

4. **Trust status**

If the Tenderer is a trustee and is tendering as trustee of the trust

Name of trust

Note that the Draft Form of Contract requires a Tenderer who is a trustee to warrant that it enters into the contract personally and in its capacity as trustee.

5. **Contact for liaison and notices**

Name	
Postal Address	
Telephone	
Facsimile	
Email	



**6. Small to medium enterprise**

Is the Tenderer a small to medium enterprise (ie an entity employing fewer than 200 full time equivalents)?

Y/N
-----

Is the Tenderer a Small Business (ie an entity employing fewer than 20 full time equivalents)? Note: If the enterprise is associated with one or more other entities, this test is applied to the group of associated entities as a whole (see clause 29 of the RFT).

Y/N
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**7. Electronic payment**

Is the Tenderer willing and able to accept electronic payment?

Y/N
-----

**8. Conflicts of interest**

The Tenderer confirms that there are no circumstances or relationships which constitute or may constitute a conflict or potential conflict of interest in relation to this RFT or the Tenderer's obligations under any contract resulting from this RFT other than:

--

The Tenderer undertakes to advise the Department in writing of any additional actual or potential conflicts of interest immediately after becoming aware of it.

**9. Themes**

Which of the Themes does the Tenderer propose to provide Site Characterisation services in relation to?

All Themes	Y/N
All Themes except Theme (a) Flora and Fauna	Y/N
Only Theme (a) Flora and Fauna	Y/N

**10. Confirmation**

10.1 The Tenderer:

- (a) offers to supply the Requirement described in the RFT at the prices specified in the tender;
- (b) confirms that the tender remains valid and open for acceptance by the Department for a period of six months from the Closing Time;
- (c) confirms that it and any proposed subcontractors are not currently named as non-compliant with the *Workplace Gender Equality Act 2012* (Cth);

- (d) confirms that in dealing with its employees and independent contractors, the Tenderer has due regard to Commonwealth policies on the engagement of workers and that the Tenderer complies with Commonwealth policies on the engagement of workers, including obligations under the *Work Health and Safety Act 2011* (Cth) and relevant work health and safety laws;
  - (e) confirms that it and any proposed subcontractors are not insolvent, bankrupt, in liquidation, or under administration or receivership;
  - (f) confirms that it and any proposed subcontractors consent to the public disclosure of the name, ABN and address of, and work to be performed by, a subcontractor if the Tenderer is selected to enter into a contract with the Department for the provision of the goods or services described in this RFT;
  - (g) confirms that it and any proposed subcontractors do not have any judicial decision against them (not including decisions under appeal) relating to employee entitlements in respect of which they have not paid the claim;
  - (h) confirms its capacity to tender and enter into a contract in the Draft Form of Contract and that there is no restriction under any relevant law to prevent it from tendering; and
  - (i) consents to the Department undertaking checks in accordance with this RFT.
- 10.2 The Tenderer warrants that neither the Tenderer nor any of its officers, employees, agents, and subcontractors has, in relation to the preparation, lodgement or assessment of the tender:
- (a) improperly obtained confidential information;
  - (b) received improper assistance;
  - (c) engaged in collusive tendering, anti-competitive conduct or other similar conduct with any other Tenderer or other person; or
  - (d) attempted to improperly influence an officer of the Department or approached any Commonwealth officer (other than as permitted by the RFT).
- 10.3 The Tenderer notes that giving false or misleading information is a serious offence, and confirms that all information in its tender is true and correct in every material respect.

10.4 **Compliance with the *Workplace Gender Equality Act 2012* (Cth)**

Under Australian Government procurement policy, Tenderers are obliged to indicate whether or not their organisation is covered by the *Workplace Gender Equality Act 2012* (Cth) (the **WGE Act**). An organisation 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.

Please mark one of the following:

- (a) 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* (Cth).

- (b) Yes, I am a relevant employer. I will be providing a current letter of compliance prior to contract.
- (c) No, I am not a relevant employer.

**11. Signature on behalf of Tenderer**

[Note: To be signed by the Tenderer personally, or if the Tenderer is not an individual, by someone authorised to sign on behalf of the Tenderer, eg managing director]

Signature

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Name

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Position

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## Attachment 3 – Capability

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1. The Tenderer must provide a document including the information on the Tenderer's capability as outlined below.
2. The Tenderer should demonstrate its capability to undertake Site Characterisation in accordance with the Statement of Requirement.
3. The Tenderer should explain how the Tenderer's capability specifically relates to each individual Theme included in the tender response.
4. The Tenderer should provide:
  - (a) information on whether the Tenderer can meet all the requirements in the Statement of Requirement, or if not, which elements it cannot;
  - (b) information demonstrating its understanding of the required assessments and reporting to be undertaken;
  - (c) information on how it proposes to provide Site Characterisation including:
    - (i) a detailed methodology to undertake Site Suitability Assessment including detailing the specific desktop and field based activities, including identification of any invasive or non-invasive testing; and
    - (ii) details of the analysis, modelling, and reporting that will be provided, including the software proposed.
  - (d) information on how the Tenderer will manage and control the provision of the Site Suitability Assessment and input to the Detailed Business case;
  - (e) information on its experience in providing similar services over the past 3 years, including purchaser, period and value;
  - (f) contact details for 3 referees that the Tenderer has provided similar services;
  - (g) information on its personnel who will provide the services, including:
    - (i) skills, qualifications, experience and past performance;
    - (ii) curriculum vitae for key personnel; and
    - (iii) if any personnel are former employees of the Department (or a predecessor), length of employment and positions held.
  - (h) information on any subcontractors it proposes to use, including:
    - (i) name and ABN;
    - (ii) address;
    - (iii) work to be carried out by the subcontractor/s;
    - (iv) details of the length and nature of the relationship the Tenderer has with the proposed subcontractor/s; and
    - (v) details of any previous work the proposed subcontractor has undertaken for the Tenderer.
  - (i) information on how the Tenderer proposes to manage any delays in providing the service;

- (j) a proposed 'quality assurance plan' detailing how quality and performance standards will be maintained and monitored;
- (k) a proposed 'stakeholder engagement plan' detailing the how issues relating to engaging with relevant stakeholders would be managed; and
- (l) a proposed 'occupational health and safety plan' detailing the occupational health and safety measures to be implemented.

## Attachment 4 – Capacity

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1. The Tenderer must provide a document including the information on the Tenderer's capacity as outlined below.
2. The Tenderer should demonstrate its capacity to undertake Site Characterisation in accordance with the Statement of Requirement.
3. The Tenderer should explain how the Tenderer's capacity specifically relates to each individual Theme included in the tender response.
4. The Tenderer should provide:
  - (a) if the Tenderer is lodging the tender for a consortium, details of the consortium arrangement, all members and proposed subcontractors;
  - (b) details of its strategies for resourcing (staff, equipment and facilities) including the local resources the Tenderer proposes to use;
  - (c) information on how it proposes to meet the required deadlines;
  - (d) information on availability and allocation of personnel to undertake Site Characterisation at multiple sites within a set timeframe;
  - (e) names of the Tenderer's senior management;
  - (f) information on corporate and ownership structure, including information on related bodies corporate;
  - (g) if a company, names of all shareholders holding 10% or more of any issued share capital;
  - (h) name of ultimate holding entity (if applicable);
  - (i) details of its enterprise profile, including the size, location of sites and principal locations for the provision of the services;
  - (j) information on how long it has been in business;
  - (k) confirmation that there is no past, current, pending or finalised litigation against the Tenderer, or an explanation of any such litigation; and
  - (l) particulars of any petition, claim, action, judgement or decision which is likely to affect the Tenderer's performance.
5. The Tenderer and any subcontractors proposed, having due regard to the *Work Health and Safety Act 2011* (Cth), has assessed the goods and or services to be provided against the statement of requirement to ensure, so far as is reasonably practicable, the health and safety of workers and workplaces.

# Attachment 5 – Social Impact

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1. In accordance with the [Department's Sustainable Procurement Strategy \(https://industry.gov.au/AboutUs/InformationPublicationScheme/Whatwedo/Pages/default.aspx\)](https://industry.gov.au/AboutUs/InformationPublicationScheme/Whatwedo/Pages/default.aspx), Social Impact considerations will be assessed as part of value for money. The Tenderer should provide a document including the information on social impact initiatives as outlined below.
2. The Tenderer should demonstrate social impact directly and indirectly related to providing the services in accordance with the Statement of Requirement.

## **Employment Opportunities**

3. The Tenderer should provide:
  - (a) information on whether the Tenderer has implemented employment opportunities or strategies for people with a disability, indigenous people or women in the workplace; and
  - (b) information on whether the Tenderer has implemented strategies for engaging indigenous business and/or business that primarily exist to employ people with a disability and/or small business within the supply chain.

## **Local content**

4. The Tenderer should provide information on whether the Tenderer has implemented strategies to use, or proposes to use, local community resources in delivering the Site Characterisation services.

## **Environmental Sustainability**

5. The Tenderer should provide:
  - (a) information on whether the Tenderer has implemented environmental and sustainability initiatives related to providing the goods/services (manufacture, use and disposal), including initiatives within the supply chain; and
  - (b) information on whether the Tenderer has implemented environmental and sustainability initiatives within the organisation (e.g. recycling/carbon offset initiatives, environmental friendly programs).

## **Innovation**

6. The Tenderer should provide:
  - (a) information on whether the Tenderer has implemented innovation through supplier diversity practises, new work practices and capabilities to improve business competitiveness, adaptable and streamlined thinking, new and emerging opportunities and technologies; and
  - (b) information on whether the Tenderer has developed practical training to build long-term employment opportunities, strengthening the economy and ensuring its financial sustainability.

## Attachment 6 – Price

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1. The Department requires a total fixed fee for provision of the required services for Stage 1 and for it to be presented in two views:
  - (a) by scope of tender (ie. the Themes offered) and as provided for in the table in clause 4 below; and
  - (b) by phase and as provided for in the table in clause 5 below.

The Department also requires time and materials rates for additional services that may be required, and also for pricing Stage 2 (if the option is exercised).

2. Fixed fees must include all fees, charges and expenses including travel and accommodation. In addition, the Department proposes to make milestone payments for Stage 1 in accordance with the structure of the table of phases and deliverables in clause 5 below. Tenderers are to indicate their agreement or otherwise with this proposed payment arrangement.
3. Tenderers are to note that the fee breakdown to be provided below should assume the following:
  - (a) all three sites are to be included for each milestone and deliverable;
  - (b) where the scope of work is reduced, including because of a reduction in sites, the successful service provider(s) will be given the opportunity to revise their fee structure in conjunction with the Department, and commensurate with the reduction in the scope of work; and
  - (c) where the scope of work is increased, the price for additional services at clauses 8 and 9 will be used to agree the associated fee, which may be a fixed fee.
4. In the case of Themes, the Tenderer must complete the following table encompassing all of the work to complete Stage 1:

Theme	Fixed Fee (Ex GST)
(a) All Themes	\$
(b) All Themes except Theme (a) (Flora and Fauna)	\$
(c) Only Theme (a) (Flora and Fauna)	\$

5. The Tenderer must also present the total tendered price to align with the phases of Stage 1 as provided in the following table, noting that the total price for Stage 1 must equal the total for the particular price ((a), (b) or (c)) in the above table. If the tender is



for all Themes but allows selection of Theme (a) (Flora and Fauna) only, separate tables must be completed for all Themes, and for Theme (a):

Phase	Deliverables	Fixed Fee (Ex GST)
Confirmation of Study Area Completed	Summary of Desktop Assessment	\$
Study Area Workshop Held	Presentation for Workshop Minutes of Workshop Outcomes	\$
Field Assessment Programme Developed	Detailed Field Assessment Programme Work Health and Safety Plans Logistics Plan Details of Local Content Stakeholder Engagement Plan	\$
Field Assessment Programme Workshop Held	Presentation for Workshop Minutes of Workshop Outcomes	\$
Site Suitability Assessment Completed	Site Suitability Assessment Report Technical Reports for presentation to Communities	\$
Technical Reporting Completed	Technical Reports Non-Technical Summaries	\$
Ongoing Fieldwork	Commence Fieldwork at Advised Sites	\$
Updating of Technical Reports	Updated Technical Reports	\$
Provision of a Stage 2 work plan proposal and response to peer review comments	Stage 2 work plan and response to peer review comments	\$
<b>Add GST</b>		\$
<b>TOTAL FIXED FEE (inclusive of GST)</b>		\$

6. In the event that a site is found to be unsuitable prior to completion of a milestone, the pricing will be adjusted in accordance with clause 3(b) above.
7. Following submission of the Stage 2 work plan proposal and completion of peer review, the Department may approve the Stage 2 work plan and may exercise the option to

extend the contract to Stage 2 Site Characterisation. Stage 2 fixed pricing will be determined by the time and materials identified in the approved Stage 2 work plan at the rates for time and materials tendered in the tables at clauses 8 and 9 in this Attachment 6.

8. The Department may also require additional services as required that fall outside of the Milestones listed in Schedule 1 – Statement of Requirement. Should the Department require any additional services, the Department proposes to obtain a fixed fee for this work from the successful supplier based on a set hourly/daily rate. Tenderers are required to provide their fixed hourly and daily rates for their personnel who would be delivering additional services.

Position or Role Description	Personnel	Hourly rate (inclusive of GST)	Daily rate (inclusive of GST)

9. Further, additional services required may include consultant and contractor costs and as such the Department proposes to obtain a fixed fee for this work from the successful

supplier based on a set rate for these services. Tenderers are required to provide their fixed rates for the following services.

Item	Description or Component	Measure	Rate (inclusive of GST)
Boreholes	Per Borehole, including logging/core sampling	Up to 10m	
		Up to 20m	
		Up to 50m	
		Up to 100m	
		Up to 250m	
	Piezometer installation	Per 10m	
Aerial Surveys	Magnetic / Electromagnetic	Cost per Hectare	
	Gravity	Cost per Hectare	
	LiDAR	Cost per Hectare	
	Other		
Background Radiation	Ongoing monitoring	Cost per Year	
Piezometric Monitoring	Ongoing monitoring	Cost per Year	
Laboratory Testing	Hydrochemical	Cost per test	
	Soil	Cost per test	
	Other	Cost per test	
Test Pits	Digging and sampling	Cost per pit	
Other	Detail as required		

10. All tendered prices, fees, rates and charges are to be inclusive of:
- (a) all taxes; and
  - (b) all things necessary and incidental to the provision of the required service and the due and proper performance of a contract with the Department substantially in the form of the Draft Form of Contract.

## Attachment 7 – Insurance

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1. If the tender does not include a document including the information on insurance as outlined below, the Tenderer is taken to confirm that it and any subcontractors can meet the Department's proposed insurance requirements.
2. The Department proposes that the following insurance requirements apply under the contract with the successful Tenderer:
  - (a) workers compensation insurance as required by law;
  - (b) public liability insurance for an insured amount of **\$1,000,000** per claim; and
  - (c) professional indemnity or errors and omissions insurance for an insured amount of **\$10,000,000** per claim.
3. Note that any subcontractor engaged by the Tenderer will be subject to the same insurance requirements.
4. The Tenderer should:
  - (a) confirm that it and any subcontractors can meet the Department's proposed insurance requirements; or
  - (b) propose alternative insurance requirements.

## Attachment 8 – Compliance statement

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1. If the tender does not include a document addressing the information on compliance as outlined below, the Tenderer is taken to agree with all provisions of the Draft Form of Contract.
2. Using the compliance table in this Attachment 8, the tender should state any provisions of the Draft Form of Contract with which the Tenderer partially agrees or does not agree or considers are not applicable (ie the compliance table is to be completed on an exceptions basis).
3. If the Tenderer partially agrees or does not agree with a provision, it should provide the reason why, the relevant qualification, any proposed change to the Draft Form of Contract and any differences in costs or pricing associated with those changes.
4. If the tender states that a particular provision is not applicable, it should also state the reason why.
5. In this Attachment:
  - (a) “**agrees**” means that the contractual condition, obligation, characteristic or performance requirement imposed by the provision in the Draft Form of Contract *can be met by the Tenderer with no qualifications*;
  - (b) “**partially agrees**” means that the contractual condition, obligation, characteristic or performance requirement imposed by the provision in the Draft Form of Contract *can be substantially met by the Tenderer, subject to certain qualifications*;
  - (c) “**does not agree**” means that the complete contractual condition, obligation, characteristic or performance requirement imposed by the provision in the Draft Form of Contract *could not be met by the Tenderer or the Tenderer does not agree to meet it*, and
  - (d) “**not applicable**” means that, due to the nature of the offer, or of the Tenderer, the question of adherence to the provision in the Draft Form of Contract does not arise.

**Compliance table:**

The Tenderer agrees with all provisions of the Draft Form of Contract other than as follows:

Provision (eg clause, paragraph...)	Partially agrees/does not agree/not applicable	Reasons/qualification	Proposed alternative wording	Differences in costs or pricing

# Attachment 9 – Confidential information

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1. The Tenderer should specify any information contained in the tender that it considers should be protected as confidential information.
2. The Tenderer should provide reasons why this information should be protected as confidential information and the period for which the Tenderer proposes it be protected.
3. Note that the Department will consider each request to keep information confidential on its merits. Whether or not the Department will agree to a request to keep information confidential will depend on the circumstances and negotiations with the successful Tenderer.
4. The Department reserves the right, in its discretion, to accept or refuse a request to treat information as confidential.
5. See clause 25.4 for further information.
6. If the tender does not include a document addressing the information on confidential information as required by this Attachment 9, the Tenderer is taken to agree that none of the information in its tender is confidential.

Item	Reason	Period

## EVALUATION REPORT

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**Australian Government**  
**Department of Industry,  
Innovation and Science**

## EVALUATION REPORT

The Evaluation report provides procurement process and audit trail documentation, and is intended for any procurement over \$80,000 in value (inclusive of all fees, charges and expenses including GST). A copy of the report (including the Tender Assessment Panel (TAP) Chair's endorsement) is to be suitably filed for audit purposes.

This evaluation report is to be used in conjunction with the Department's Procurement Plan.

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### EVALUATION REPORT SUMMARY

**Procurement Title:** Site Characterisation

**Project Officer:** s22 **Ph:** s22

**Division:** Resources



## EVALUATION REPORT

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## EVALUATION REPORT

## 1 EVALUATION SUMMARY

Item	Response
<b>Contract Title:</b>	National Radioactive Waste Management Facility Site Characterisation
<b>Division:</b>	Resources
<b>Procurement Scope:</b>	<p>Scientific studies of the three South Australian sites nominated for consideration for locating the National Radioactive Waste Management Facility and reporting on site suitability for the purposes of developing a Detailed Business Case containing recommendations to government.</p> <p>See '<b>Scope of Contract</b>' at <b>Section 2</b> for further information</p>
<b>Contract Term:</b>	<ul style="list-style-type: none"> <li>• Initial:</li> </ul> <p>In accordance with the proposed contract (clause 3) as follows:</p> <p><i>'... until the earliest of:</i></p> <ul style="list-style-type: none"> <li>(a) <i>where a Stage 2 Work Plan Proposal referred to in clause 3.11 of Schedule 2s not Approved, on the Approval of all remaining Deliverables listed in clause 3.1 of Schedule 2;</i></li> <li>(b) <i>where the Department Approves the Stage 2 Work Plan Proposal referred to in clause 3.11 of Schedule 2, on satisfactory completion of all activities included in the Stage 2 Work Plan Proposal including, where required, Approval of Deliverables;</i></li> <li>(c) <i>where a Work Order has been issued in accordance with clause 5.7 and that Work Order provides for activities to be performed after the completion of any Services referred to in (a) or (b) above (as applicable), the date on which the activities have been performed in accordance with the relevant Work Order;</i></li> <li>(d) <i>the fifth anniversary of the Commencement Date; and</i></li> <li>(e) <i>termination of the Contract in accordance with clause 25.3 or clause 28.'</i></li> </ul> <ul style="list-style-type: none"> <li>• Anticipated Contract Commencement: 29 January 2018</li> <li>• Anticipated Contract Completion: 30 June 2019</li> </ul>
<b>Recommended or Preferred Tenderer:</b>	<p>AECOM Australia Pty Ltd</p> <p>See '<b>Basis of Decision</b>' at <b>Section 5</b></p>
<b>Total Contract Value:</b>	<p>\$2,256,716 (incl GST).</p> <p>Note that this allows for a range of options to be accepted if needed but that are not included in the tendered Fixed Fees that were used for evaluation purposes.</p>

## EVALUATION REPORT

<p><b>Pre-Tender Estimate:</b></p>	<p>A review of all tenders for inclusions and options was undertaken to determine if any of the options offered by the preferred tenderer should be taken into account for the purpose of 'normalising' tenders for price comparison purposes. Nothing was identified from this review to suggest that consideration of the selection of options from the preferred tenderer would invalidate the price and value for money comparison.</p> <p>s47C</p>								
<p><b>Price Basis:</b></p>	<p>Fixed charges</p> <p>Hourly rates</p> <p>Daily rates</p> <p>Milestone payments</p> <p>If the contract continues beyond 30 June 2019 the following contract clause will apply to hourly and daily rates:</p> <p><i>'10.Price escalation</i></p> <p><i>The Service Charges referred to clauses 2 (Personnel rates) and 3 (Additional Services) of this schedule are subject to price escalation on 1 July 2019 and for each anniversary thereafter by adding 'PA' to the relevant Service Charge, where PA is calculated in accordance with the following formula:</i></p> $PA = P \times \frac{V}{Vo} - P$ <p><i>will apply where:</i></p> <ul style="list-style-type: none"> <li>(i) 'PA' means price adjustment;</li> <li>(ii) 'P' is the price subject to the adjustment;</li> <li>(iii) 'V' is the index number for the quarter containing the due date for payment;</li> <li>(iv) 'Vo' is the index number at the Commencement Date; and</li> <li>(v) the index number is taken from the index listed in the table below, provided that, if the formula results in a negative adjustment, the PA is zero.</li> </ul> <table border="1" data-bbox="464 1675 1469 1827"> <thead> <tr> <th>Line No.</th> <th>Description of Index</th> <th>Table no.</th> <th>Group/Item</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>ABS Catalogue 6345.0 Labour Price Index</td> <td>3b*</td> <td>All industries private sector NSW</td> </tr> </tbody> </table> <p><i>*Accessible at:</i>  <a href="http://www.abs.gov.au/AUSSTATS/abs@.nsf/DetailsPage/6345.0Jun%202017?OpenDocument">http://www.abs.gov.au/AUSSTATS/abs@.nsf/DetailsPage/6345.0Jun%202017?OpenDocument'</a></p>	Line No.	Description of Index	Table no.	Group/Item	A	ABS Catalogue 6345.0 Labour Price Index	3b*	All industries private sector NSW
Line No.	Description of Index	Table no.	Group/Item						
A	ABS Catalogue 6345.0 Labour Price Index	3b*	All industries private sector NSW						

## 2 SCOPE OF CONTRACT

The Department of Industry, Innovation and Science (DIIS) is responsible for identifying a site for a purpose-built facility to ensure consistent and centralised management and handling of Australia's radioactive waste. Three sites have been nominated for this purpose and are now under further consideration.

In order to progress the selection of a site, DIIS will issue this contract to undertake the work required to technically characterise each site across the themes:

- (a) Vegetation and ecological communities (native and invasive), and fauna and habitat (including habitat corridors);
- (b) Landscapes and landforms;
- (c) Geology, geotechnical and geochemical characteristics;
- (d) Seismic activity;
- (e) Soil and other substrates;
- (f) Water (surface and ground);
- (g) Hydrogeochemistry;
- (h) Conservation and special use areas;
- (i) Capacity to deal with facility wastes and emissions;
- (j) Risks from the surrounding environment eg bushfire;
- (k) Climatic conditions;
- (l) Climate change and long-term environmental scenarios;
- (m) Radiation, background and risks;
- (n) Site characteristics which have the potential to impact on site safety;
- (o) Risks from the potential impacts of human activities on site suitability;
- (p) Renewable or non renewable natural resources, and the site potential to use renewable resources;
- (q) Transport considerations;
- (r) Utilities, energy and infrastructure;
- (s) Any other information about the site relevant to:
  - (i) assessing the natural ability for the site to isolate radioactive materials from the biosphere including the various release, transport and dispersion methods that a site may present;
  - (ii) assessing any characteristics that may affect the design, construction and operation of the Facility;

## EVALUATION REPORT

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- (iii) establishing a baseline of information prior to development that can subsequently be continuously recorded throughout planning, construction, operation and post-closure periods;
- (iv) costs to build and operate the Facility; and
- (v) achievement of approvals under EPBC Act, the ARPANS Act and the Safeguards Act.

The work completed in this contract will provide the necessary site characterisation information required for:

- (a) a Site Suitability Assessment to confirm the suitability of sites for further consideration by communities and the Government; and
- (b) finalisation of the Detailed Business Case to confirm the financial and other impacts of the nominated sites on the case for funding.

## EVALUATION REPORT

## 3 PROCUREMENT DEVELOPMENT

Item	Response
<b>Procurement Plan Prepared?</b>	Date endorsed by TAP Chair: 21 November 2017
<b>Risk Rating:</b>	Low
<b>Selection Criteria</b>	<p><b>1. Capability</b> The capability of the tenderer to provide the goods or services in accordance with the Statement of Requirement.</p> <ul style="list-style-type: none"> <li>• tenderer's skills, experience and past performance</li> <li>• skills, experience and past performance of the tenderer's personnel</li> </ul> <p><b>2. Capacity</b> The capacity of the tenderer to provide the goods or services in accordance with the Statement of Requirement.</p> <ul style="list-style-type: none"> <li>• availability of tenderer's personnel and time allocation to the task</li> <li>• ability to meet project deadlines</li> <li>• capacity to provide the goods or services over the required period</li> </ul> <p><b>3. Price</b> All costs, fees, allowances and charges associated with the implementation and completion of contract obligations</p> <p><b>4. Risk</b> Any risks inherent in the tender.</p> <ul style="list-style-type: none"> <li>• any actual or perceived conflict of interest</li> <li>• level of compliance with this RFT (including the Draft Form of Contract)</li> <li>• adequacy of insurance proposed by the tenderer</li> </ul> <p><b>5. Social Impact</b> (Please see the <a href="#">Sustainable Procurement Strategy</a>) Social responsibility initiatives the tenderer supports directly and indirectly related to the Statement of Requirement.</p> <ul style="list-style-type: none"> <li>• Employment and engagement opportunities and strategies</li> <li>• Environmental and sustainability initiatives</li> <li>• Innovation</li> </ul> <p><b>Weighting of criteria:</b></p> <ul style="list-style-type: none"> <li>• Capability – 50%</li> <li>• Capacity – 50%</li> <li>• Price – not weighted</li> <li>• Risk – not weighted</li> <li>• Social Impact – not weighted (out of 10)</li> </ul>
<b>RFT Closing Date</b>	Tuesday, 28 November 2017
<b>Offer Validity Expiry Date:</b>	6 months from the Closing Date.

## EVALUATION REPORT

## 4 THE EVALUATION

### 4.1 TENDER ASSESMENT PANEL (TAP) PARTICIPANTS

Name	Division/Agency	Job Title
s22	Resources Division	A/g Manager, Community Consultation Team
	Resources Division	Project Officer
	s22	Project Manager
	Geoscience Australia	Project Manager

The TAP chairperson is s22 a/g Manager Community Consultation Team, s22

### 4.2 RESPONSES RECEIVED

Responses were received from the following organisations:

- (a) AECOM Australia Pty Ltd, 20 093 846 925, Adelaide, SA;
- (b) s45
- (c)
- (d)
- (e)

### 4.3 DESK TOP ASSESSMENT

All Tenderers satisfied the:

- (a) Conditions for Participation; and
- (b) Minimum Content and Format Requirements.

## EVALUATION REPORT

## 4.4 QUALITATIVE SCORE SUMMARY TABLE

Tenderer	Capability Score (out of 50)	Capacity Score (out of 50)	Total Technical Score (out of 100)	Total Tendered Price	Risk (low, medium or high)	Social Impact Score (out of 10)
AECOM	45	40	85	\$1,647,536	Low	10

s45 &amp; s47C

NOTE: Individual Assessments for each Tenderer are included in Appendix A



## EVALUATION REPORT

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### 5 RECOMMENDATION

#### 5.1 BASIS

In the case of s45 & s47C which is clearly the only tender that stands to be competitive with the preferred tender because the scores and tendered price are roughly comparable, more detailed consideration was given to the relative merits of this tender and the preferred tender.

While s45 & s47C demonstrated a strong understanding of the tasks to be completed they lacked the depth of understanding that AECOM demonstrated.

s45 & s47C understanding appears based on a typical infrastructure project site investigation study whereas AECOM have included not only reference to international and local radioactive waste management standards (ARPANSA and IAEA) but have gone on to demonstrate that they understand the impact of these standards on the scope of their investigations (e.g. a higher level of critical review is likely for certain themes based on risk).

AECOM also brings to their proposal a significant depth of experience in international facilities for radioactive waste, second only to ANDRA's experience as the national agency for radioactive waste management for France. s45 & s47C brings no international experience which adds to the risk attached to its tender.

The methodology presented s45 & s47C consequently is detailed and would meet the requirements of a typical remote infrastructure project but lacks the additional effort required to demonstrate the site's capability to host the facility. For example, AECOM have included LiDAR capture in their proposal as a way to enhance the desktop assessment for all themes and to assist with assessment of one of the critical themes for Barndioota; seismicity.

The experience of AECOM in undertaking hazard assessments in South Australia, and in particular in the region surrounding the Barndioota site, is unsurpassed in terms of the tender responses and Geoscience Australia are complimentary of this experience in comparison to industry. As this is a community concern that the Department is aware of it is important that the successful provider is sufficiently experienced to undertake this work.

Finally, AECOM demonstrated to a high level of confidence that they understand the need for each of the themes. As an example, one of the themes is "Climate Change". Where s45 & s47C most other tenderers) have highlighted that they will undertake research on potential climate change scenarios (i.e. more intense storms, higher temperatures etc), AECOM identified not only the change but an assessment of the impact these changes might have on the facility in the long-term. This simple example demonstrates AECOM's understanding of these themes and the purpose for which they have been included in the request for tender.

## EVALUATION REPORT

The TAP determined that the tenders from <sup>s45 & s47C</sup> did not need to be closely assessed against the preferred tender for the following reasons:

- (a) in the case of <sup>s45 & s47C</sup> the scores are markedly and decisively lower;
- (b) in the case of <sup>s45 & s47C</sup> the scores are materially lower plus the tendered price is materially higher; and
- (c) in the case of <sup>s45 & s47C</sup> the scores are markedly lower and the tendered price is significantly higher.

AECOM Australia Pty Ltd is the TAP's preferred Tenderer. The basis for this decision is as follows:

(a) Capability

Tenderer demonstrated an excellent understanding of the tasks and detailed a methodology that was sufficiently detailed to support this, including reference to Australian and International Standards.

(b) Capacity

The proposed personnel have demonstrated experience in similar projects and the inclusion of international experience is excellent. Tenderer clearly outlines organisational structure for project and commitment to resourcing.

Overview of schedule provided but no detail.

(c) Price

Company is sufficiently sized to undertake works of this size. Tenderer offers a commercial price addressing the requirements of the Statement of Requirement.

The tendered price is less than the pre-tender budget allowance.

(d) Risk

Tenderer has provided a sound understanding of the relevant approvals needed for the project.

The tenderer offers a number of additional items that could be added to the project to improve the technical outcomes

Tenderer has demonstrated cognisance of the delicate community settings of the project and a strong history of positive Indigenous engagement.

Tenderer's project timeframe indicates a start date that is likely too early, impacting contingency timeframes.

## EVALUATION REPORT

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(e) Social Impact

Tenderer has clear policies in place to address employment opportunities and environmental sustainability.

Tenderer's planning shows a strong commitment to meeting the deadlines of the project.

Tenderer is listed as an Employer of Choice for Gender Equality by the Workplace Gender Equality Agency.

Tenderer makes a commitment to local content and the submission has been made by its SA office.

Tenderer proposes an innovative partnership.

In summary, AECOM is best suited to meet the Request requirements at a competitive price and therefore, represents Value for Money.

### 5.2 REFEREE REPORTS

The evaluation process provides that referees may be contacted.

The TAP did not consider this to be necessary given:

- (a) the preferred tenderer's market position and general reputation;
- (b) evidence of the preferred tenderer's client base and information provided on previous and current assignments;
- (c) the high quality of its tender and subsequent additional information and clarifications provided, and its presentation to the TAP and participation in negotiation meetings, all of which demonstrated a very sound understanding of, and deep experience in, the services required;
- (d) the experience and qualifications of its personnel, and the clear organisational depth and capacity; and
- (e) the low risk rating. In this context, relevant content from the tender was provided to subject matter experts in Geoscience Australia who were able to draw on either experience in working with the tenderer and/or knowledge of the tenderer's work. Their assessment based on this knowledge together with the content reviewed was that the overall risk of engaging the tenderer to provide the required services would be low.

The participation of Geoscience Australia, which has had experience in working with the preferred tenderer, in the evaluation process has allowed knowledge of the performance of the preferred tenderer to be taken into account in the overall assessment, and presented an opportunity for any concerns to be aired. In the event, no concerns or risks in relation to past or current performance have emerged.

s47C

**5.3 ISSUES TO BE RESOLVED**

No issues to be resolved.

**5.4 NEGOTIATION ISSUES TO BE RAISED WITH THE PREFERRED TENDERER**

As provided in the Procurement Plan, negotiations with AECOM commenced shortly after completion of the desktop assessment phase. The negotiations were supported by the legal firm appointed to the project, King & Wood Mallesons (KWM).

Draft contract documents were prepared by KWM and KWM managed these documents through the negotiations.

In addition to the exchange of documents and correspondence relating to clarifications and negotiations issues, a negotiations 'workshop' was held.

There were no significant negotiations issues – generally the negotiations addressed points of detail in the tender.

Negotiations are complete and there are no outstanding issues.

## APPENDIX A – TENDER EVALUATION INDIVIDUAL ASSESSMENT

### Ratings Scale

Judgement against criteria	Unsatisfactory	Poor	Satisfactory	Good	Very Good	Excellent
Ratings against criteria	0	10	20	30	40	50

AECOM

Summary	Capability (out of 50)	Capacity (out of 50)	Total Technical score (out of 100)	Price	Risk	Social Impact (out of 10)						
<p>Tenderer demonstrated an excellent understanding of the tasks and detailed a methodology that was sufficiently detailed to support this, including reference to Australian and International Standards.</p> <p>The proposed personnel have demonstrated experience in similar projects and the inclusion of international experience is excellent.</p>	<p>Tenderer clearly outlines organisational structure for project and commitment to resourcing.</p> <p>Overview of schedule provided but no detail.</p> <p>Company is sufficiently sized to undertake works of this size.</p>	<p>Excellent understanding of the scope of works and detailed methodology outlines a deep understanding of the task.</p> <p>Inclusion of LiDAR capture and use in a variety of work streams is a plus.</p> <p>Personnel proposed have relevant experience (including international experience).</p> <p>Lack of detailed project schedule is offset by detail on managing project schedule issues.</p>	<p>Tenderer offers a commercial price addressing the requirements of the Statement of Requirement.</p> <p>The tendered price is less than the pre-tender budget allowance.</p> <p>The tenderer offers a number of additional items that could be added to the project to improve the technical outcomes.</p>	<p>Tenderer has provided a sound understanding of the relevant approvals needed for the project.</p> <p>Tenderer has demonstrated cognisance of the delicate community settings of the project and a strong history of positive Indigenous engagement.</p> <p>Tenderer's planning shows a strong commitment to meeting the deadlines of the project.</p>	<p>Tenderer has clear policies in place to address employment opportunities and environmental sustainability.</p> <p>Tenderer is listed as an Employer of Choice for Gender Equality by the Workplace Gender Equality Agency.</p> <p>Tenderer makes a commitment to local content and the submission has been made by the SA branch.</p> <p>Tenderer proposes an innovative partnership.</p>	<p><b>Judgement against criteria</b></p> <p>Excellent methodology</p> <p>Excellent personnel proposed</p>	<p>Very good demonstration of resourcing.</p> <p>Good demonstration of</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>

s45 & s47C

	Very good draft plans (minus stakeholder engagement plan)	schedule and how it will meet deadlines.					
<b>Score</b>	45	40	85	\$1,647,536	Low	10	





s45 & s47C

s45 & s47C

s45 & s47C

## EVALUATION REPORT

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### Endorsement by Tender Assessment Panel

Should a Panel Member have reason to believe the assessment process has been compromised, including a potential conflict of interest, they should not endorse this process.

Panel Members acknowledge by signing below, no conflict has been identified that will affect their endorsement of the decision before them.

s22

TAP Chairperson

*[insert name]*

Panel Member

*[insert name]*

Panel Member

*[insert name]*

Panel Member

*[insert name]*