



Australian Government

Department of the Environment, Water, Heritage and the Arts

COMMONWEALTH OF AUSTRALIA

as represented by the

DEPARTMENT OF THE ENVIRONMENT WATER HERITAGE AND THE ARTS

*Multi-Use List for the Provision of Expert and Specialised Services related to
Water Resources and their Administration*

REFERENCE NUMBER 0708-021 DEWHA

PART A – APPLICATION INFORMATION

Date: August 2007

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SUMMARY OF REQUIREMENT

1. Overview of Requirement

1.1 The Department of the Environment, Water, Heritage and Arts (DEWHA) delivers the Australian Government's environment and water resources legislation, policies and programmes. The Department undertakes this work by looking for solutions that are efficient, equitable and feasible, based on:

- understanding environmental problems using science
- adopting economic, regulatory or administrative instruments that can be targeted at environmental problems
- carrying out the Australian Government's environmental and water resources policies and programmes in a way that supports the nation's social and economic interests; and
- cooperating across all levels of government, with industry, with international partners, and with the community.

More information on DEWHA can be found on the department's website: www.environment.gov.au.

1.2 This MUL aims to provide the Department with a pool of suppliers able to provide the Services outlined at Attachment A – Statement of Requirement. The MUL is likely to be operational for three years with an end date in 2010.

2. Information for Applicants

2.1 The MUL process aims to identify suppliers who can provide the Services.

2.2 Once the MUL is established DEWHA may seek submissions for specific scopes of work from members of the MUL. A more detailed description of the Services required is at Attachment A – Statement of Requirement.

2.3 This process will establish a supplier with whom DEWHA will then enter a contract with for the provision of the Services.

2.4 DEWHA may distribute a number of scopes of work at the same time.

2.5 DEWHA may approach a select number of Applicants on the MUL where such an approach is commensurate with the value of the contract to be entered into. DEWHA may also approach one member of the MUL for a specific requirement.

2.6 DEWHA may conduct financial checks on the organisation.

2.7 Applicants are required to read the Multi-Use List Rules (Attachment B) and Draft Contract (Attachment C) **before** completing and submitting their Application (Part B).

3. Applications

- 3.1 Applicants should respond to this MUL by completing Part B and providing a response to each of the matters identified.
- 3.2 Applications should be marked **Application for Expert and Specialist Water Resources Services MUL 0708-021DEWHA** and forwarded to DEWHA for receipt.

Applications are to be prepared electronically and delivered to:

Email address for delivery of application: Water.pmo@environment.gov.au .

4. DEWHA Contacts

- 4.1 All enquiries about this MUL should be directed to:

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Overview

The Department of the Environment, Water, Heritage and the Arts (the Department) is responsible for:

- advising the Australian Government on its policies for protecting water resources; and
- implementing key initiatives of the Australian Government relating to water and water resources.

More information on the Department's role in regards to water resources can be found online at: <http://www.environment.gov.au/water/index.html>

Objective

The Department aims to establish a Multi-Use List (MUL) of specialist experts and suppliers in the field of water management. These individuals and organisations may be called upon to compete for and undertake Services for the Department as required.

Applicants should note that the Department has established panels to undertake work in the area of water management. Subsequently this MUL is aimed at identifying experts and specialists in the field to facilitate and support the work of the Department as and when required.

Service Requirements

Types of Services Required

The Department may require the following types of Services from members of the MUL. The Services will be required in the context of water resources and the functions of the Department and related entities:

- a) financial, contract and legal advice;
- b) advice about governance arrangements and management systems;
- c) advice about due diligence related to projects;
- d) advice about tenure arrangements in water management;
- e) advice about legislative arrangements in water management;
- f) economic analysis;
- g) statistical and data analysis;
- h) social analysis;
- i) project feasibility analysis;
- j) financial risk analysis;
- k) market analysis;
- l) advice about stakeholder consultation and engagement;
- m) programme and project evaluation related to financial, contract and legal issues;
- n) scientific, engineering and technical analysis;
- o) environmental and ecological analysis;
- p) project risk assessment and management;
- q) programme and project assessment and evaluation related to scientific, engineering and technical issues;
- r) irrigation practices, including the design, construction, quantity surveying, project management and operation of irrigation systems;

- s) programme and project management;
- t) specialist IT services for project engagement, assessment, management, site and project reporting, irrigation controls, and water management.

Services will be required in a range of forms and timeframes. Applicants need to demonstrate:

- a. an ability to supply personnel for internal placement within the Department; and
- b. an ability to contribute to project teams for programmes or initiatives where such project teams cover the Services required and provide an integrated solution to the Department.

Applicants could be asked to prepare advice, written briefings, consultations, reports and papers, electronic or hard-copy compilations of data and maps etc. Applicants may be asked to participate in, or contribute technical expertise to, committees. Applicants may also be asked to train and develop staff or identified groups as required.

Technical and Management Capabilities

Members of the MUL are expected to have and maintain significant knowledge and experience in one or more of the following areas as they relate to irrigation and water management:

- a) financial risk assessment;
- b) project due diligence including finance, tax, and contracting;
- c) water accounting;
- d) water regulatory frameworks;
- e) water planning and management;
- f) water resources assessment and audit;
- g) water access entitlements;
- h) water pricing;
- i) water trading;
- j) stakeholder consultation and engagement.
- k) water and climate change;
- l) water resources project risk assessment;
- m) management of water dependent eco-systems;
- n) groundwater management, aquifer storage and recovery;
- o) knowledge management and capacity building in water resources and in natural resource management;
- p) waste water treatment and re-use/recycling;
- q) irrigation practices, including the design, construction, quantity surveying, project management and operation of irrigation systems;
- r) programme and project management; and
- s) specialist information technology (including remote sensing), for project and programme management.

Quality and Standards

MUL members must maintain consistency and high quality in the provision of any Services.

For any particular scope of work, the Department may set a level of quality or standards which must be adhered to in performing the Services. These quality levels of standards, where applicable, will be used as performance indicators in assessing the work provided by a member of the MUL.

Timing

Members of the MUL will be asked to provide the Services within timeframes set by the Department or agreed with the Department. Members of the MUL may be asked to provide Services in urgent timeframes or over a planned program of work including milestones or phases.

Location of Services

Members of the MUL may be requested to provide Services at any location. It is expected that delivery of most Services (or initial planning and final outcomes relating to a scope of Services) will occur in Canberra.

Government Legislation and Policies Affecting the Services

Members of the MUL will be required to adhere to all relevant Government legislation as outlined in the draft Contract. This legislation covers areas such as occupational health and safety, privacy, records and record keeping and confidentiality.

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1. Rules

1.1. Interpretation

1.1.1 Throughout this MUL, unless the contrary intention appears:

- a. words in the singular include the plural and the plural include the singular; and
- b. words importing a person include a partnership and a body, whether corporate or otherwise.

1.2. Definitions

1.2.1 The following words have these meanings in this MUL unless the contrary intention appears:

- a. **Applicant** means any person or organisation considering or applying for this MUL.
- b. **Application** means any application submitted in response to this MUL.
- c. **Attachment** means an attachment to the MUL.
- d. **Contract** means the Draft Contract for the provision of the Services annexed to this MUL (Attachment C).
- e. **DEWHA** means the Department of the Environment, Water, Heritage and the Arts;
- f. **Essential Requirements** are those requirements that DEWHA deems as essential in the provision of the Services.
- g. **MUL** means this Application for Specialist Water Management Services Multi-Use List including any schedules and Attachments.
- h. **Project Officer** means the DEWHA Contact Officer detailed at clause 4 of the MUL.

1.2.2 Unless the context indicates otherwise, where words used in this MUL are defined terms under clause 1.1 of the Draft Contract, they have the same meaning in this MUL.

1.3. AusTender - Australian Government Tendering System

1.3.1 AusTender is the Commonwealth's business opportunities website, located at www.tenders.gov.au.

1.3.2 DEWHA accepts no responsibility if an Applicant fails to become aware of any alteration, correction or notice, which would have been apparent from a visit to the AusTender website or from other information available from the Project Officer.

1.3.3 Applicants should direct all communications relating to this MUL to the Project Officer.

1.4. Invitation Documents

1.4.1 This invitation for inclusion on this MUL consists of the following documents:

- a) Part A of this MUL;
- b) Part B of this MUL; and
- c) the Draft Contract issued with this MUL.

1.5 Application Lodgement

1.5.1 Applications must be lodged in accordance with the Summary of Requirement and must include:

- a) a completed Part B; and
- b) copies of any requested documentation.

1.5.2 The MUL remains open for lodgement of applications until DEWHA determines there is no longer a need for the Services. At this time the Department will advise all members of the multi use list and any current applicants for membership of the list that the MUL is to be terminated.

1.6 Errors & Alterations

1.6.1 Applicants should immediately notify the Project Officer in writing at the address detailed in clause 4 of the MUL if an Applicant reasonably believes there is discrepancy, error, ambiguity, inconsistency or omission in this MUL.

1.7 Privacy Legislation

1.7.1 The Draft Contract will require the successful Applicant to comply with the Information Privacy Principles contained in the *Privacy Act 1988* (Cth) and its amendments, in relation to personal information handled by the Applicant.

1.8 Disclosure of Information

1.8.1 Subject to 1.8.2, DEWHA will keep all Applications submitted confidential.

1.8.2 Applicants should note that DEWHA may disclose any information contained in or regarding an Application without written authority of the Applicant to:

- a) Parliamentary Committees;
- b) Employees and advisers engaged by the Commonwealth; and

- c) other Commonwealth departments, agencies, bodies, enterprises, authorities and Ministers,

for the purposes of this Application process, and any legal, policy or other Commonwealth accountability requirements.

1.9 Freedom of Information

- 1.9.1 Applicants should be aware that the *Freedom of Information Act 1982* gives members of the public certain rights of access to documents in the possession of the Commonwealth and its agencies. The Act extends as far as possible the right of the Australian community to access information (generally documents) in the possession of the Commonwealth, which may include the Application, any subsequent contract and related documents.

1.10 Compliance with Commonwealth Policies and Legislation

- 1.10.1 The successful Applicants must, when using the Commonwealth's premises or facilities, comply with all reasonable directions and procedures relating to occupational health (including the Commonwealth's smoke free work place policy), safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.
- 1.10.2 DEWHA is required to publish the award of all contracts valued at \$10,000 or more in accordance with Commonwealth policy. This includes details of whom the contract was awarded to and the contract price and includes details as to confidentiality.
- 1.10.3 Applicants should be in compliance with their obligations under the *Equal Opportunity for Women in the Workplace Act 1999* and not be proposing to enter into any subcontracting arrangements with a subcontractor named by the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the Act. It is also Australian Government policy not to contract with parties engaging illegal workers.
- 1.10.4 The attention of Applicants is drawn to Division 2 of the *Archives Act 1983* (the Archives Act), particularly section 24 dealing with the disposal, destruction or transfer of Commonwealth records (as that term is defined in the Archives Act), which must be effected with the permission of the National Archives of Australia or in accordance with a practice or procedure approved by the National Archives of Australia. Applicants should obtain, and will be deemed to have obtained, their own advice on the impact of this legislation on their participation in this process.

1.11 GST

- 1.11.1 All Applicants should be aware that under the GST Law, the Commonwealth is treated as a taxable enterprise. GST will be applied to goods and services supplied by a successful Applicant in respect of the performance of a contract.

1.12 Australian Business Number

- 1.12.1 Your ABN should be stated in Part B.

1.13 Applicable Law

- 1.13.1 The Law applying in the Australian Capital Territory applies to the MUL, and the Application process. Each Application must comply with all relevant laws in preparing and lodging its Application and taking part in the MUL process.

1.14 Ownership of Application

- 1.14.1 All documents submitted in response to this MUL shall become the property of the Commonwealth. The Commonwealth may use, reproduce or modify any Application for the purposes of assessing the Application, but will keep Applications confidential (subject to clause 1.8).

1.15 Financial Viability

- 1.15.1 Applicants should provide the financial data concerning the Applicant as specified in the MUL. DEWHA may conduct detailed evaluations of an Applicant's financial position. For this purpose, Applicants should be prepared to provide details of relevant financial data concerning the Applicant.
- 1.15.2 In agreeing to supply relevant financial statements, the Applicant also agrees that the information supplied represents a true and fair statement of the affairs of the Applicant.

1.16 Applicants to Meet Own Costs

- 1.16.1 Applicant's participation in any stage of the MUL process is at the Applicant's sole risk, cost and expense. The onus is on the Applicant to inform itself appropriately.

1.17 Right to Terminate

- 1.17.1 DEWHA may terminate this MUL process at any time if it is in the public interest to do so.

1.18 Right to Request Further Information

- 1.18.1 Notwithstanding any other requirement of the MUL, DEWHA may require the Applicant to submit additional information to allow further consideration of its Application.
- 1.18.2 Should the Applicant fail to submit any of the information so required by the date and time stipulated by DEWHA, its Application may be excluded from further consideration.
- 1.18.3 Any request by DEWHA for further information shall not be, nor be deemed to be, a representation by DEWHA that the Application will be, or is likely to be, accepted.

1.19 DEWHA Right to Negotiate

- 1.19.1 DEWHA may negotiate the contents of an Application with any Applicant.
- 1.19.2 Any request by DEWHA to negotiate all or any part of a Application shall not be, nor be deemed to be, a representation by DEWHA that the Application will be, or is likely to be, accepted.

1.20 Addenda

- 1.20.1 If DEWHA amends this MUL, electronic advice will be issued to current suppliers listed on the MUL. Applicants should ensure details provided in their application are correct and up to date.

1.21 No Contract

- 1.21.1 Nothing in this MUL shall be construed so as to give rise to any contract between DEWHA and any Applicant until a Contract is entered into with one of the successful Applicants.

1.22 Removal from the Multi-Use List

- 1.22.1 DEWHA may at any time after the establishment of the multi-use list exercise its discretion to remove an applicant from the multi-use list.

2. Evaluation

2.1 Evaluation Process

- 2.1.1 Applications will be assessed on a pass / fail basis consistent with Commonwealth purchasing policies. The Commonwealth Procurement Guidelines may be found at the Department of Finance & Deregulation Website: www.finance.gov.au.

2.1.2 Applicants should complete Part B and submit the completed document as their Application. Applicants must provide the evidence required at a particular item or indicate compliance with the rules outlined in Part B in order to be successful in applying for membership of the MUL.

2.2 Clarification and Additional Information

2.2.1 DEWHA may seek clarification of Applications or require further information from all or any Applicants.

2.3 Successful Applicants

2.3.1 DEWHA will advise successful applicants that they have been included on the multi-use list in writing at the end of the evaluation process.

2.4 Advice to Unsuccessful Applicants

2.4.1 DEWHA will promptly notify each unsuccessful Applicant in writing that its Application has not been accepted/shortlisted and, where requested, provide unsuccessful Applicants with an explanation of the reasons for its decision.

2.5 Debrief

2.5.1 All unsuccessful Applicants are entitled to a debriefing. This debrief will provide feedback on the relative merits of their Application bid against the requirements outlined in Part B, but will not refer to any other Application and will not disclose the confidential information of any other Applicant.

3. Applications

3.1 Preparing Applications

3.1.1 Applicants should respond to the MUL by completing Part B and addressing the matters identified.

3.2 Subcontracts

3.2.1 The Draft Contract requires that the Applicant not subcontract the whole of its obligations under a Contract but the Applicant may, with the prior consent of DEWHA, subcontract part of its obligations.

3.3 Security Clearance

3.3.1 Vetting and clearance requirements will depend upon the degree and level of physical and information access required to provide the Services.

3.3.2 Copies of documents relevant to any security clearance should be provided. If Applicants have no security clearance they will be required to undergo security clearance processes for themselves, their staff and any subcontractors. The

costs of such clearance processes will be borne by the Applicant under the Contract.

3.4 General Conditions of the Draft Contract

3.4.1 DEWHA expects successful Applicants to provide the Services in accordance with the Contract. Applicants should complete the statement in Part B indicating their acceptance of the terms and conditions of the Draft Contract.

3.4.2 DEWHA reserves the right to negotiate the terms and conditions of the Draft Contract with any or all of the Applicants. If DEWHA and an Applicant cannot agree on the terms and conditions to be applied to the Contracts created under this MUL, DEWHA reserves the right to exclude the Applicant from the final MUL.

3.5 Insurance

3.5.1 The successful Applicant must, at its own expense, take out, provide and maintain during the Term of any Contract entered into with DEWHA, the insurances specified in the Draft Contract.

3.5.2 If requested, the Applicant must provide DEWHA with a copy of a certificate of currency or any other proof of insurance which is acceptable to DEWHA. The Applicant's insurance policy details or compliance with this requirement must be provided in Part B.

ATTACHMENT C DRAFT CONTRACT

(refer to the attached Draft Contract)