



**Australian Government**

**Department of Sustainability, Environment, Water, Population and Communities**

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**COMMONWEALTH OF AUSTRALIA**

as represented by the

**DEPARTMENT OF SUSTAINABILITY, ENVIRONMENT, WATER, POPULATION AND  
COMMUNITIES**

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

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**REFERENCE NUMBER 1011-0580 DSEWPAC**

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## **PART A – APPLICATION INFORMATION**

**MUL commencement date:** 1 January 2011\*

\*This is a continuous MUL and there is no specified end date.

**FROM:** Water Governance Section, Project Management and Governance  
Branch, Water Group.

**CONTACT:** The Procurement Advisor

**EMAIL:** [WaterProcurement@environment.gov.au](mailto:WaterProcurement@environment.gov.au)

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## SUMMARY OF REQUIREMENT

### 1. Overview of Requirement

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- 1.1. The Australian Government Department of Sustainability, Environment, Water, Population and Communities ('the Department') develops and implements national policy, programs and legislation to protect and conserve Australia's environment and water for a sustainable future.
- The National Water Initiative (NWI), agreed in 2004 by the Council of Australian Governments, is the national blueprint for water reform. Implementation of the NWI is assisted by the national water framework, *Water for the Future*, which includes programs with a total funding of over \$12.billion over 10 years.
  - *Water for the Future* provides national leadership in water reform for all Australians. It is built on four key priorities: taking action on climate change, using water wisely, securing water supplies and supporting healthy rivers. Under *Water for the Future* the Water Group advises on, develops and secures the integrated implementation of policies, programs and legislation for the conservation and sustainable use of water resources. These policies and programs are designed to ensure water use is ecologically sustainable and provides the best economic and social outcomes for the Australian community.

More information can be found on the Department's website:  
[www.environment.gov.au](http://www.environment.gov.au).

- 1.2 This MUL aims to provide the Department with a pool of suppliers able to provide the Services ('the Services') outlined at Attachment A – Statement of Requirement.

### 2. Information for Applicants

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- 2.1 The MUL process aims to identify suppliers who can provide the Services.
- 2.2 Once the MUL is established the Department 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 The Department may distribute a number of scopes of work at the same time.
- 2.4 The Department 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. The Department may also approach one member of the MUL for a specific requirement.
- 2.5 The Department may conduct financial checks on organisations that apply to this MUL.
- 2.6 As the MUL will run continuously with no set end date organisations will be asked to confirm their certificates of currency for insurance and GST inclusive prices every 12 months by the Department should organisations wish to be included on the MUL .

- 2.7 Organisations should be aware that inclusion on the MUL is no guarantee that their services will be utilised.
- 2.8 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

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- 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 1011-0580 DSEWPAC** and forwarded to the Department for receipt.

**Applications are to be prepared electronically and delivered to:**

Email address for delivery of application: [WaterProcurement@environment.gov.au](mailto:WaterProcurement@environment.gov.au) .

### 4. Department Contacts

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

The Procurement Advisor  
Water Governance Section  
Project Management and Governance Branch  
The Water Group

Email: [WaterProcurement@environment.gov.au](mailto:WaterProcurement@environment.gov.au)

### Overview

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The Department of Sustainability, Environment, Water, Population and Communities ('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

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The Department aims to establish a Multi-Use List (MUL) of specialist experts and suppliers in the field of water resources and their administration. These individuals and organisations may be invited to compete for, and/or undertake, Services for the Department as required. Inclusion on the MUL does not imply a guarantee that the participant will be included in tender processes or be approached to provide services.

### Service Requirements

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#### *Types of Services Required*

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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 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 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) program and project evaluation and assessment
- n) scientific, engineering and technical analysis;
- o) environmental and ecological analysis;
- p) risk assessment and management;
- q) irrigation practices, including the design, construction, quantity surveying, project management and operation of irrigation systems;
- r) program and project management;
- s) specialist IT services for project engagement, assessment, management, site and project reporting, irrigation controls, and water management,
- t) production and editing of guidelines, procedures and policy documents.

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

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

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*

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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 water resource 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) risk analysis and 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) program and project management;
- s) specialist information technology (including remote sensing), for project and program management; and
- t) technical and governance writing

### *Quality and Standards*

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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 or standards, where applicable, will be used as performance indicators in assessing the work provided by a member of the MUL.

### *Timing*

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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. This will be negotiated as part of the contract when a provider is engaged.

#### *Location of Services*

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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*

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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

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### 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. **DSEWPAC** means the Department of Sustainability, Environment, Water, Populations and Communities;
- f. **MUL** means this Application for the Provision of Expert and Specialised Services related to Water Resources and their Administration Multi-Use List including any schedules and Attachments.
- g. **Project Officer** means the DSEWPAC 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](http://www.tenders.gov.au). AusTender allows Applicants to download documentation electronically.

1.3.2 The Department 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 the Department 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. Applicants should be aware that all organisations accepted to the MUL will subject to an annual review.

#### **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, the Department will keep all Applications submitted confidential.

1.8.2 Applicants should note that the Department 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.

## **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 The Department is required to publish the award of all contracts valued at \$10,000 or more in accordance with Commonwealth policy. This includes details of to whom the contract was awarded 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. The Department 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 The Department 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, the Department 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 the Department, its Application may be excluded from further consideration.
- 1.18.3 Any request by the Department for further information shall not be, nor be deemed to be, a representation by the Department that the Application will be, or is likely to be, accepted.

## **1.19 DSEWPAC Right to Negotiate**

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

## **1.20 Addenda**

- 1.20.1 If the Department 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. All applicants will be subject to an annual review to ensure that their certificates of currency are up to date, and also to ensure that the organisation is as stated in their application and the services to be provided are the same as stated.

## **1.21 No Contract**

- 1.21.1 Nothing in this MUL shall be construed so as to give rise to any contract between the Department 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 The Department 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**

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### **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](http://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 The Department may seek clarification of Applications or require further information from all or any Applicants.

## **2.3 Successful Applicants**

2.3.1 The Department 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 The Department will promptly notify each unsuccessful Applicant in writing that its Application has not been accepted / short-listed 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**

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### **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 the Department, 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 The Department 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 The Department reserves the right to negotiate the terms and conditions of the Draft Contract with any or all of the Applicants. If the Department and an Applicant cannot agree on the terms and conditions to be applied to the Contracts created under this MUL, the Department 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 the Department, the insurances specified in the Draft Contract.

3.5.2 If requested, the Applicant must provide the Department with a copy of a certificate of currency or any other proof of insurance which is acceptable to the Department. *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).