



Request for Tender A19/623

Southern Positioning Augmentation Network

Any questions regarding this RFT must be addressed in writing and otherwise in accordance with clause 5 of this RFT to:

tenders@ga.gov.au

Geoscience Australia may exclude a Tender from consideration if the Tenderer fails to comply with this requirement.

Lodgement of Tenders

Closing Time: 3.00 pm, Canberra local time on 10 June 2020

Tenderers may wish to refer to *Selling to the Australian Government: Guide to Selling*, available at <https://sellingtogov.finance.gov.au/guide>

Table of Contents

General Information	4
1. Background to this RFT	4
2. Scope of Requirement	5
3. About this Document	6
4. AusTender, the Australian Government Tender System	6
5. Further Information about this RFT	6
6. Variation of the RFT	7
What Tenderers Need to Do	7
7. Tenderer Behaviour	7
8. Industry Briefing	8
9. Due Diligence	8
10. Responsibility for Tendering Costs	9
11. Condition for Participation	9
12. What the Tender Needs to Include	10
13. Tender Closing Time and Date	12
14. Late Tenders	12
15. Lodging the Tender	12
16. After Lodging the Tender	13
Geoscience Australia's Evaluation Process	13
17. Step 1 – Screening	13
18. Step 2 – Detailed Evaluation against Evaluation Criteria	14
19. Additional Steps	16
20. Negotiations with Tenderers	17
21. Execution of Formal Agreement	18
22. Advice to Unsuccessful Tenderers and Opportunity for Debriefing	18
General Conditions	18
23. Ownership of RFT Documents	18
24. Return or Destruction of Geoscience Australia's Information	19
25. Important Notices about this RFT	19
26. Disclosure of Tender Information	20
27. Government Procurement (Judicial Review) Act 2018 (Cth)	22
28. Geoscience Australia's Rights	22

29.	Relevant Laws	23
30.	Workplace Gender Equality Act 2012 (Cth)	23
31.	Compliance with the Building Code	24
32.	Australian Government Building and Construction WHS Accreditation Scheme	25
33.	Indigenous Procurement Policy	25
34.	Modern Slavery	25
35.	Employee Entitlements	25
36.	Lobbying Code of Conduct	26
37.	Small to Medium Enterprises	26
38.	Competitive Neutrality	26
39.	Prohibition of Illegal Workers	26
40.	Anti-Terrorism Measures	26
41.	Trade Sanctions	27
42.	Australian Industry Participation	28
43.	Public Interest Disclosure	28
44.	Complaints Handling	29
45.	Dictionary and Interpretation	29
	Schedule 1 – Statement of Requirement	34
	Schedule 2 – Draft Contract	35
	Schedule 3 – Tender Response Forms	36

General Information

1. Background to this RFT

- (a) Geoscience Australia invites interested parties to submit Tenders to provide the required products and services subject to the terms and conditions set out, or referred to, in this RFT.
- (b) This RFT is a single stage procurement activity (i.e. this is not a multi-stage procurement process) undertaken in accordance with the *Commonwealth Procurement Rules*.
- (c) Australia and New Zealand have committed to implementing an operational satellite based augmentation system. This will be called the Southern Positioning Augmentation Network (SPAN). The SPAN will augment standard positioning capability provided by GPS and Galileo across all of Australia and New Zealand, with expected user applications in agriculture, construction, resources, utilities and other industries; with decimetre accuracy. It will also support aviation and road transport sectors, which have requirements for high-integrity positioning data with sub-metre level accuracy.
- (d) This procurement process is administered by Geoscience Australia and is undertaken for the benefit of Geoscience Australia and its New Zealand counterpart, Land Information New Zealand (LINZ).
- (e) Geoscience Australia is required to deliver the following broad outcomes in respect of the SPAN:
- (i) enable Safety of Life operations in the aviation sector in Australia and New Zealand, using L1 SBAS;
 - (ii) high integrity positioning-guaranteed performance (sub-metre horizontal accuracy in real time) for use in non-aviation industries in Australia and New Zealand, using Dual Frequency Multi Constellation (DFMC) SBAS; and
 - (iii) high integrity precise positioning (decimetre horizontal accuracy over a convergence time of about 40 minutes) for use in non-aviation industries in Australia and New Zealand, using Precise Point Positioning (PPP).
- (f) In respect of any works and services undertaken in New Zealand (for example, the establishment of GRSs and potentially uplink facilities as well as their ongoing maintenance), the SPAN will endeavour to deliver environmental, social, economic and cultural benefits to New Zealand (called 'broader outcomes'), including:
- (i) creating opportunities for New Zealand Businesses including Māori, Pasifika and regional businesses, as well as social enterprises which may include offering New Zealand businesses the opportunity to bid to offer services, in particular services related to infrastructure or service delivery in New Zealand;
 - (ii) increasing access for New Zealand businesses to ICT contract opportunities;
 - (iii) supporting the development of the size and skills of New Zealand's construction workforce when engaging New Zealand construction providers by:
 - (A) asking suppliers and their subcontractors what they can do over the life of the contract to train new construction workers and develop the skills of existing ones;

- (B) considering the information Tenderers provide about construction skills and training in their Tenders;
 - (C) monitoring contracts to make sure suppliers and their subcontractors deliver the training and skills development they agree to; and
 - (D) considering the health and safety practices of suppliers and the training they provide to workers to ensure their health and safety; and
- (iv) supporting positive environmental outcomes through sustainable procurement.

2. Scope of Requirement

- (a) The SPAN is required to provide the following services, each of which must meet its applicable specified performance criteria:
- (i) L1 SBAS Open Service;
 - (ii) L1 SBAS Internet Service;
 - (iii) Safety of Life L1 SBAS service;
 - (iv) Dual Frequency Multi Constellation (DFMC) Open service;
 - (v) DFMC Internet Service;
 - (vi) PPP Open Service; and
 - (vii) PPP Internet Service.
- (b) Geoscience Australia is seeking:
- (i) a technical solution capable of generating a satellite-broadcast signal-in-space, with the scalability and extensibility to accommodate Australian and New Zealand's specific requirements;
 - (ii) implementation services to establish a Satellite Based Augmentation System (SBAS) for Australia and New Zealand (with the exception of securing land access for Global Navigation Satellite System (**GNSS**) Reference Stations);
 - (iii) operational services to sustain the SBAS for Australia and New Zealand aligned with Australian and New Zealand service levels and key performance indicators, including enhancements and upgrades; and
 - (iv) the provision of both products and services by a single entity (a Prime Contractor) with a proven track record of having provided a comparable system under similar circumstances, and the ability to provide in-country (Australia and New Zealand) implementation and operational services, even if the Prime Contractor is fully owned by a foreign entity with no or limited in-country (Australia) presence at the time it submits its Tender.
- (c) Geoscience Australia requires services to be implemented in accordance with the following timeline:
- (i) First signal-in-space provided no later than one (1) year after Contract award;
 - (ii) Services progressively improved between one (1) and four (4) years after Contract award;
 - (iii) Safety-of-life services provided no later than four (4) years after Contract award; and

- (iv) Safety-of-life and open services provided for 15 years thereafter.
- (d) Geoscience Australia's requirements are set out in more detail in the Statement of Requirement set out in **Schedule 1**.
- (e) Any contract entered into as a result of this RFT will be based on the Draft Contract set out in **Schedule 2**.

3. About this Document

- (a) This RFT comprises:
 - (i) the clauses in this document, which set out the conditions of tendering;
 - (ii) **Schedule 1** – Statement of Requirement;
 - (iii) **Schedule 2** – Draft Contract; and
 - (iv) **Schedule 3** – Tender Response Forms.
- (b) A checklist is provided at Attachment 1 to **Schedule 3** to assist Tenderers in preparing and submitting their Tenders. Tenderers are not required to upload this checklist as part of their Tenders.
- (c) In this RFT, unless the contrary intention appears, words, abbreviations and acronyms have the meaning given to them in the dictionary at clause 45.
- (d) Where this RFT provides that Geoscience Australia 'may' do a thing, it may do so in its sole and 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 RFT process, Tenderers must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations, as advised on AusTender at <https://www.tenders.gov.au/infolinks/termsfuse>.
- (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

The AusTender Help Desk is available between 9 am and 5 pm Canberra local time, Monday to Friday (excluding ACT and national public holidays).

5. Further Information about this RFT

- (a) Tenderers must direct any questions arising during the preparation of a Tender or requests for clarification in writing to tenders@ga.gov.au.

- (b) Geoscience Australia may refuse to answer any question received less than five business days before the Closing Time.
- (c) Geoscience Australia will determine what, if any, response should be given in respect of a Tenderer's questions. Geoscience Australia may circulate Tenderers' questions and Geoscience Australia's response to those questions to all other Tenderers without disclosing the source or the questions or revealing any confidential information of a Tenderer. Tenderers should identify in their questions what, if any, information in the question the Tenderer considers is confidential. Inappropriate identification of information as confidential will be considered by Geoscience Australia in determining what, if any, response will be given.
- (d) If a Tenderer believes it has found any ambiguity, discrepancy, inconsistency, error or omission in this RFT, or in any other information given or made available by Geoscience Australia, it should notify Geoscience Australia in writing as soon as reasonably practicable after finding that ambiguity, discrepancy, inconsistency, error or omission and in any event before the Closing Time.
- (e) After the Closing Time, Tenderers must continue to direct any questions regarding this RFT in writing to tenders@ga.gov.au.

6. Variation of the RFT

- (a) In the event that Geoscience Australia 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 AusTender.
- (c) Tenderers are required to log in to AusTender and collect addenda as notified.
- (d) Neither Geoscience Australia nor LINZ will accept any 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.
- (e) Each addendum forms part of this RFT upon issue.

What Tenderers Need to Do

7. Tenderer Behaviour

- (a) Tenderers must not, and must ensure that their officers, employees, agents, contractors 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 Geoscience Australia or LINZ, or approach any Commonwealth or New Zealand officer, employee, contractor or advisor other than in the manner set out in clause 5(a).
- (b) Geoscience Australia may exclude a Tender from consideration if the Tenderer fails to comply with these requirements (see clause 17(c)(iii)).
- (c) For the purposes of clause 7(a)(iii), improper assistance includes any assistance provided to Tenderers from current or former officers, employees, contractors or advisors of Geoscience Australia or LINZ, or any other Commonwealth or New Zealand department or entity, in breach of an obligation of confidentiality owed to the Commonwealth and/or New Zealand.

8. Industry Briefing

Note to Tenderers: *The Australian Government is currently monitoring the respiratory illness outbreak caused by a coronavirus (COVID-19). Geoscience Australia understands that travel restrictions may affect Tenderers' ability to attend an industry briefing in person, and has determined a pre-recorded industry briefing to be appropriate.*

- (a) Geoscience Australia will issue a pre-recorded industry brief via an addendum.
- (b) It is expected that the relevant addendum will be made available on, or prior to 31 March 2020.
- (c) The industry briefing will provide Tenderers with background information only and Tenderers must not in any way rely upon the information provided in the industry briefing for the purposes of preparing, amending or negotiating their Tenders or entry into any contract with Geoscience Australia arising from or in connection with this RFT.
- (d) Any statement made or information provided by or on behalf of Geoscience Australia in the pre-recorded industry briefing may not be taken as amending or adding to this RFT unless that amendment or addition is confirmed by Geoscience Australia in writing in accordance with clause 6.

9. Due Diligence

- (a) This RFT does not constitute business, investment, legal or tax advice.
- (b) In submitting its Tender, each Tenderer acknowledges that it has examined all material contained or referred to in this RFT. Each Tenderer should independently satisfy itself as to the accuracy of the information in this RFT and provided at the industry briefing, and should conduct its own enquiries, investigations, analysis and appraisal of, and should seek appropriate professional advice about, this RFT, including:
 - (i) the information in, or provided in connection with, this RFT including at the industry briefing;
 - (ii) the services detailed in the Statement of Requirement;
 - (iii) the terms and conditions of the Draft Contract; and
 - (iv) any assumptions, uncertainties and contingencies which may affect Geoscience Australia's and LINZ's future requirements.
- (c) Geoscience Australia may not accept a Tender that is made subject to any due diligence or other investigation to be performed after the Tender is lodged.

- (d) Tenderers will be deemed to have made their own enquiries regarding the requirements and contents of this RFT prior to lodging their Tenders.

10. Responsibility for Tendering Costs

- (a) All expenses and costs incurred by a Tenderer in connection with this RFT, or in relation to any matter concerning this RFT, are the sole responsibility of the Tenderer, including:
- (i) preparing and lodging a Tender;
 - (ii) providing Geoscience Australia with further information (if required);
 - (iii) giving presentations (if required);
 - (iv) attending interviews (if required);
 - (v) participating in any other verification activities or offer definition and improvement activities required by Geoscience Australia after the Closing Time; and
 - (vi) participating in any subsequent negotiations.
- (b) Subject to any liability arising under the *Government Procurement (Judicial Review) Act 2018* (Cth), each of Geoscience Australia and LINZ will not be responsible in any circumstances for any costs or other compensation in relation to:
- (i) the consideration of this RFT;
 - (ii) lodgement of any Tender or participation in the RFT process by any Tenderers; or
 - (iii) where Geoscience Australia takes any action permitted under this RFT, including any exercise of Geoscience Australia's rights under clause 28.

11. Condition for Participation

- (a) Geoscience Australia will exclude a Tender from further consideration, in accordance with clause 17, if the Tenderer does not meet the following condition for participation:

No.	Condition for Participation
1.	<p>The Tenderer must either:</p> <ul style="list-style-type: none"> (i) hold a Valid and Satisfactory Statement of Tax Record (STR) as referred to in Attachment 3 to Schedule 3, as applicable to the Tenderer, by the Closing Time; or (ii) hold a receipt demonstrating that the STRs referred to in Attachment 3 to Schedule 3, as applicable to the Tenderer, have been requested from the Australian Taxation Office by the Closing Time, and hold those STRs no later than four (4) business days after the Closing Time, <p>and must hold a Valid and Satisfactory STR for any first tier subcontractor that it proposes, as part of its Tender, to engage to deliver goods or services with an estimated value of over A\$4 million (GST inclusive).</p> <p>Note to Tenderers: Tenderers should refer to Attachment 3 to Schedule 3 for further information about how to meet this Condition for Participation.</p>

12. What the Tender Needs to Include

12.1 Minimum Content and Format Requirements

- (a) Tenders must satisfy the Minimum Content and Format Requirements. Subject to clause 19.1(c), if a Tender does not satisfy the Minimum Content and Format Requirements, it will be excluded from consideration (see clause 17).
- (b) The Minimum Content and Format Requirements are set out in the following table:

No.	Minimum Content and Format Requirement
1.	The Tender must include a complete and signed Tenderer's Declaration substantially in the form specified at Attachment 2 to Schedule 3.
2.	The Tender must include a copy of either: <ul style="list-style-type: none"> (i) the Valid and Satisfactory STR referred to in Attachment 3 to Schedule 3, as applicable to the Tenderer; or (ii) a receipt issued by the Australian Taxation Office demonstrating that the STR (referred to in paragraph (i) above) has/have been requested from the Australian Taxation Office in respect of the Tenderer, in which case the required Valid and Satisfactory STR must be provided within four (4) business days from the Closing Time by email to Tenders@ga.gov.au.
3.	The Tender must include an Indigenous Participation Plan (refer to Attachment 7 to Schedule 3).
4.	The Tender must include a completed Declaration of Compliance with the Building Code, substantially in the form specified at Attachment 13 to Schedule 3.

12.2 Use the Attachments

- (a) A Tender must use the Attachments to Schedule 3. The following table provides instructions with respect to each Attachment:

Attachment	Instructions
Attachment 1 – Checklist	Complete and do not submit Attachment 1
Attachment 2 – Tenderer's Declaration	Submit a Tenderer's Declaration substantially in the form set out in Attachment 2
Attachment 3 – Statement of Tax Record	Submit the required Valid and Satisfactory Statement of Tax Record/s (STRs)
Attachment 4 – Executive Summary	Submit an Executive Summary
Attachment 5 Part 1 – Feasibility and Suitability of Technical Solution Part 2 – Ability to Deliver Functional and Performance Specifications	Complete and submit Parts 1 and 2 of Attachment 5
Attachment 6 – Capability and Capacity	Complete and submit Attachment 6
Attachment 7 – Indigenous Participation Plan	Complete and submit Attachment 7
Attachment 8 – Economic Benefit	Complete and submit Attachment 8

Attachment 9 – Pricing Schedule	Complete and submit Attachment 9
Attachment 10 – Insurance	Complete and submit Attachment 10 Note to Tenderers: <i>If a Tenderer does not provide any part or the whole of the information requested in Attachment 10, the Tenderer will be deemed to have offered to provide the Insurances identified in Schedule 8 of the Draft Contract on the terms set out in clause 27 and Schedule 8 to the Draft Contract.</i>
Attachment 11 – Compliance Statements	Complete and submit Attachment 11 Tenderers must also submit (in Microsoft Word format) a marked-up version of the Draft Contract including all Schedules, Attachments and Annexes using the track changes function in Microsoft Word. Note to Tenderers: <i>If a Tender does not include a complete Compliance Table in the form set out in Attachment 11, the Tenderer will be deemed to have agreed with all provisions of the Draft Contract (including its associated Schedules, Appendices, Attachments and Annexes).</i>
Attachment 12 – Confidential Information	Complete and submit Attachment 12 Note to Tenderers: <i>If a Tender does not include a document addressing the information on confidential information as required by Attachment 12, the Tenderer is taken to agree that none of the information in its Tender is confidential.</i>
Attachment 13 – Declaration of Compliance with Building Code	Submit a Declaration of Compliance substantially in the form set out in Attachment 13

12.3 Alternative Tenders

- (a) Geoscience Australia may consider a Tender that does not fully conform with the RFT or the Statement of Requirement (**Alternative Tender**) if:
- (i) the Tenderer also lodges a Tender that conforms with the RFT; and
 - (ii) the Alternative Tender:
 - (A) proposes a solution that satisfies the functional and performance specifications, or otherwise meets the desired outcomes of the procurement;
 - (B) separately identifies, in detail, the proposed alternative approach and solution;
 - (C) clearly specifies each instance of change (including the effect of the change on the tendered price); and
 - (D) clearly states the reasons for each instance of change and how the change is more beneficial to Geoscience Australia and achieves superior value for money.
- (b) Failure to provide the information requested in clause 12.3(a)(ii) may result in Geoscience Australia not considering the Alternative Tender.

12.4 Consortium Tenders

A consortium may submit a Tender on the basis that one legal entity will take full responsibility and act as the lead Tenderer. The Tender should provide full details of that legal entity, the consortium members and any proposed subcontractors when submitted by the consortium of Tenderers.

13. Tender Closing Time and Date

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

14. Late Tenders

- (a) Any Tender (or part of a Tender) lodged after the Closing Time, other than those Tenders (or parts of a Tender) which are late solely due to mishandling by Geoscience Australia, will be deemed to be a late tender (**Late Tender**).
- (b) Late Tenders will not be admitted to the evaluation process.
- (c) For the avoidance of doubt, any Tenders received at a location other than AusTender will be deemed to be a Late Tender.

15. Lodging the Tender

15.1 Electronic Lodgement

Tenders 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 RFT and on AusTender.

15.2 File Format, Name and Size

- (a) **File format:** Geoscience Australia will accept Tenders lodged in any file format that can be viewed and edited in a Microsoft Office application, unless otherwise approved by the Contact Officer in writing prior to the Closing Time (e.g., Tenders may include plans, programs and financial statements that cannot be opened and viewed in a Microsoft Office application).
- (b) The Tenderer must also submit a copy of their Tender in PDF (searchable) format. However, this is not a Minimum Content and Format Requirement.
- (c) **File names:** The Tender file name/s:
 - (i) should incorporate the Tenderer's name;
 - (ii) should reflect the various parts of the Tender they represent, if the Tender comprises multiple files;
 - (iii) cannot contain special characters including \ / : * ? " < > | . Check your files and re-name them if necessary; and
 - (iv) cannot exceed 100 characters including the file extension.

- (d) Tenders should be completely self-contained. No hyperlinked or other material should be incorporated by reference. If hyperlinked or other material is incorporated by reference, Geoscience Australia may not take that material into consideration when evaluating the Tender.
- (e) **Scanned or Imaged Material, including Declarations and Declarations of Compliance:** In the event that Geoscience Australia requires clarification of a Tenderer's Tender, the Tenderer may be required to courier or security post the originals of the signature and/or initialled pages to Geoscience Australia.
- (f) Tender files should not exceed a combined file size of 25 megabytes per upload.

16. After Lodging the Tender

16.1 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 and lodged electronically using AusTender.

16.2 Tender Validity Period

In lodging a Tender, the Tenderer acknowledges that its Tender remains valid and open for acceptance by Geoscience Australia for a period of twelve (12) months after the Closing Time.

16.3 Ownership of Tender documents

- (a) All Tender documents become the property of Geoscience Australia on lodgement. However, subject to clause 16.3, ownership of the intellectual property in the Tender documents will remain unchanged.
- (b) Geoscience Australia may use, copy and modify the Tender documents as required for the purposes of the RFT process, including to evaluate Tenders, negotiate and prepare any agreement, and to comply with audit requirements and governmental and parliamentary reporting requirements, including requests for information by Parliament or Parliamentary Committees.

16.4 Publicity

- (a) Except with the prior written approval of Geoscience Australia, Tenderers must not make a statement, issue any document or material or provide any other information for publication in any media, concerning participation in this Tender process, Tender evaluation, the acceptance of any Tender, commencement of negotiations, creation of a shortlist, or notification that a Tenderer is a Preferred Tenderer.
- (b) Geoscience Australia may exclude a Tender from further consideration if the Tenderer does not comply with this requirement.

Geoscience Australia's Evaluation Process

17. Step 1 – Screening

- (a) Geoscience Australia will screen all Tenders received for completeness, unintentional errors of form and compliance with this RFT.
- (b) Geoscience Australia 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 Condition for Participation;
 - (iii) subject to clause 19.1(c), the Tender does not meet 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) Geoscience Australia reasonably believes the Tender potentially contains any virus, malicious code or anything else that might compromise the integrity or security of AusTender and/or Geoscience Australia's computing environment.
- (c) Geoscience Australia may at any time exclude a Tender from consideration if:
- (i) the Tender is incomplete or clearly not competitive against the Evaluation Criteria;
 - (ii) prices are not clearly and legibly stated; or
 - (iii) the Tenderer or Tender does not comply with this RFT.

18. Step 2 – Detailed Evaluation against Evaluation Criteria

- (a) Conforming Tenders will be assessed on the basis of value for money through the application of the following Evaluation Criteria (which are unweighted unless specified otherwise):
- (i) **Project management.** The extent to which the Tenderer can demonstrate that it understands and has the ability to provide Project Management (40% weighting) (noting that the type of information Geoscience Australia is seeking is outlined in Part 1 of Attachment 5 to Schedule 3).
 - (ii) **Service Management.** The extent to which the Tenderer can demonstrate that it understands and has the ability to provide Service Management (25% weighting) (noting that the type of information Geoscience Australia is seeking is outlined in Part 1 of Attachment 5 to Schedule 3).
 - (iii) **Functional and Performance Specifications.** The extent to which the Tenderer can demonstrate that it understands and has a suitable proposed approach to delivering the Functional and Performance Specifications (20% weighting) (noting that the type of information Geoscience Australia is seeking is outlined in Part 2 of Attachment 5 to Schedule 3).
 - (iv) **Demonstrated experience.** The extent to which the Tenderer can demonstrate a strong and consistent capacity through relevant experience in delivering services similar to those Services outlined in the Statement of Requirements (5% weighting) (noting that the type of information Geoscience Australia is seeking is outlined in Attachment 6 to Schedule 3).
 - (v) **Resource Management and Personnel.** The suitability of proposed key personnel including proposed role in delivery, the nature and extent of qualifications and experience in carrying out similar work, and the suitability of any proposed subcontractors (10% weighting) (noting that the type of information Geoscience Australia is seeking is outlined in Attachment 6 to Schedule 3).

- (vi) **Indigenous Participation.** The Tenderer's past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, by having regard to the Tenderer's past compliance with any mandatory minimum requirements; and the extent to which the Tenderer's proposed Indigenous Participation Plan will meet the mandatory minimum requirements (noting that the type of information Geoscience Australia is seeking is outlined in Attachment 7 to Schedule 3).

Note to Tenderers: A Tenderer that has no past experience with any mandatory minimum requirements will not be disadvantaged by this alone. Its response will be assessed on other actions it has taken in the past to increase Indigenous participation and on its proposed Indigenous Participation Plan.

Note to Tenderers: Submission of an Indigenous Participation Plan is a Minimum Content and Format Requirement of this RFT.

- (vii) **Economic Benefit.** The extent to which the Tender offers economic benefit to the Australian economy (noting that the type of information Geoscience Australia is seeking is outlined in Attachment 8 to Schedule 3).
- (viii) **Price.** The extent to which the Tenderer's costs and pricing contributes to value for money for the Australian Government (noting that the type of information Geoscience Australia is seeking is outlined in Attachment 9 to Schedule 3). This includes consideration of all costs, fees, allowances and charges associated with the implementation and completion of the obligations set out in the Draft Contract.
- (ix) **Risk.** Any other risks associated with the Tenderer's Tender not assessed in relation to the other Evaluation Criteria and which Geoscience Australia considers relevant including but not limited to:
- (A) **compliance with the Draft Contract:** the extent to which the Tenderer complies with the Draft Contract;
 - (B) **financial viability:** the extent to which the Tenderer's financial and corporate viability (including that of its proposed subcontractors, consortium members and any parent company, joint venture partner or partners) supports the provision of the Services, including any investigations, breaches and proceedings related to financial and corporate viability;
 - (C) **insurance:** the extent to which the Tenderer's proposed insurance is adequate and suitable; and
 - (D) **other risks:** any other relevant risk to Geoscience Australia or LINZ including but not limited to any actual or perceived conflict of interest, or national security risks.

- (b) Geoscience Australia is not obliged to accept the lowest priced Tender. Price is not the sole factor when assessing value for money. Assessing value for money in accordance with the *Commonwealth Procurement Rules* involves considering relevant financial and non-financial costs and benefits of each conforming Tender. For this RFT, this may include, but is not limited to:

- (i) the quality and fitness for purpose of the Tenderer's proposal (technical worth of Tenders against the scored and weighted evaluation criteria);

- (ii) financial assessment of the pricing information included in the Tender;
- (iii) the extent to which the Tenderer's proposed Indigenous Participation Plan will meet the mandatory minimum requirements;
- (iv) the extent to which potential economic benefit to the Australian economy proposed in the Tender may be achieved;
- (v) the extent to which the Tenderer's proposal meets the broader outcomes referred to in clause 1(f) in respect of works and services undertaken in New Zealand; and
- (vi) any other risks that Geoscience Australia considers relevant.

19. Additional Steps

19.1 Clarification, Additional Information and Corrections

- (a) After the Closing Time, Geoscience Australia may engage in any discussions with, or seek clarification on any matter from, any Tenderer.
- (b) Geoscience Australia may require a Tenderer to submit additional information to allow further consideration of its Tender.
- (c) Notwithstanding anything to the contrary in this RFT, if Geoscience Australia considers that there is an unintentional error of form in a Tender, Geoscience Australia may give the Tenderer an opportunity to correct the error. If Geoscience Australia 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.
- (d) Geoscience Australia may require one or more Tenderers to submit a best and final offer.

19.2 Independent Inquiries

- (a) Geoscience Australia may make independent enquiries in relation to any matters that may be relevant to the evaluation of any Tender.
- (b) Geoscience Australia reserves the right to contact Tenderers' referees, or any other person, directly and without notifying Tenderers, for the purpose of verifying or validating any claims made by a Tenderer in its Tender.

19.3 Shortlisting

Geoscience Australia may shortlist Tenders at any time.

19.4 Verification Activities

- (a) Some or all Tenderers may be required by Geoscience Australia to:
 - (i) give a presentation;
 - (ii) attend an interview;
 - (iii) provide a prototype or solution demonstration; or
 - (iv) participate in any other verification activities or offer definition and improvement activities.
- (b) Geoscience Australia may undertake a visit to some or all Tenderers' sites as part of its evaluation process.
- (c) The requirements, if any, for Tenderer presentations, interviews, site visits or solution demonstrations will be notified to the relevant Tenderers by Geoscience Australia after the Closing Time.

19.5 Security, Probity and Financial Checks

- (a) Geoscience Australia may conduct such security, probity and financial (including credit) checks as it deems necessary on Tenderers, their partners, contractors, associates or related entities (including consortium members) or its 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 and the relevant Tenderer will provide those forms as soon as reasonably practicable after receipt of Geoscience Australia's request to do so.
- (b) Tenderers must provide, at their own cost and risk, all reasonable assistance required by Geoscience Australia in undertaking and conducting any security, probity and financial checks.
- (c) Geoscience Australia reserves the right to request any Tenderer to provide financial statements and other information relevant to determining the financial viability of that Tenderer, its partners, contractors, associates, or related entities, including consortium members or its or their officers and employees. The relevant Tenderer must provide those financial statements and other information as soon as is reasonably practicable after receipt of a request to do so from Geoscience Australia.

20. Negotiations with Tenderers

- (a) After the Closing Time, Geoscience Australia may enter into negotiations with any one or more Tenderers.
- (b) Without limiting clause 20(a), during any negotiations, Geoscience Australia may engage in detailed discussions with the goal of maximising the benefits to Geoscience Australia, as measured using the Evaluation Criteria.
- (c) Without limiting its other rights under this RFT, if in Geoscience Australia's view during any negotiations a Tenderer retracts, or attempts to retract, positions discussed and finalised under which material business, financial, technical and legal issues were resolved during those negotiations, Geoscience Australia may:
 - (i) exclude the Tenderer's Tender from the RFT process;
 - (ii) discontinue negotiations with that Tenderer;

- (iii) re-enter negotiations with other Tenderers (including or excluding that Tenderer and other shortlisted Tenderers); or
- (iv) exercise any other right which Geoscience Australia may have under law or arising from or in connection with or as specified in this RFT.

21. Execution of Formal Agreement

- (a) No binding contract, express or implied or any other understanding (including any form of contractual, quasi-contractual or restitutionary rights or rights upon similar legal or equitable grounds) will exist between Geoscience Australia and a Tenderer unless and until Geoscience Australia signs a written contract with a successful Tenderer (if any).
- (b) Clause 21(a) does not apply to a Tenderer's Declaration or Declaration of Compliance executed by a Tenderer.
- (c) If the circumstances of the RFT process give rise to a pre-award or process contract, contrary to clause 21(a), Geoscience Australia's liability for breaching the pre-award or process contract is limited to expenditure reasonably incurred by the relevant Tenderer in preparing its Tender, and does not include liability for any loss of profits, anticipated profit, revenue, business, opportunity, failure to realise any anticipated savings, or any indirect, special incidental or consequential damages of any nature, in each case whether based in contract, tort (including negligence), equity, strict liability, statute or otherwise arising from or in connection with this RFT, or any other Losses or Liabilities (each as defined under the Draft Contract) of the Tenderer.

22. Advice to Unsuccessful Tenderers and Opportunity for Debriefing

- (a) After Geoscience Australia has finalised a contract with the successful Tenderer (if any), or the RFT process has otherwise ended, Geoscience Australia will notify all Tenderers of the outcome of the RFT process in writing.
- (b) Tenderers may, after they have been notified of the outcome of the RFT, request a debriefing from Geoscience Australia. Geoscience Australia will provide a debrief to the Tenderers at such time and in such manner as Geoscience Australia considers appropriate.
- (c) Tenderers will be debriefed against the Evaluation Criteria in this RFT. Tenderers will not be provided with information concerning other Tenderers or Tenders, except for publicly available information and except in so far as comparative statements can be made without breaching confidentiality.

General Conditions

23. Ownership of RFT Documents

- (a) All documents comprising this RFT remain the property of Geoscience Australia. Each Tenderer is permitted to use them only for the purpose of compiling a Tender and, where relevant, negotiating the terms of a contract with Geoscience Australia.

- (b) All copyright and other intellectual property rights contained in this RFT are and remain vested in Geoscience Australia and any third party who has given Geoscience Australia permission to incorporate them in this RFT.

24. Return or Destruction of Geoscience Australia's Information

Geoscience Australia 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 or on behalf of Tenderers) for the purpose of participating in this RFT process to be:

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

25. Important Notices about this RFT

- (a) By submitting a Tender to Geoscience Australia pursuant to this RFT, the relevant Tenderer is deemed to have acknowledged that:
 - (i) it has examined the RFT, any documents referred to in it, and any other information made available in writing by or on behalf of Geoscience Australia to Tenderers for the purpose of participating in the RFT process;
 - (ii) this RFT is designed to summarise information concerning Geoscience Australia's requirements only and is not necessarily a comprehensive description of Geoscience Australia's requirements;
 - (iii) to the maximum extent permitted by law, neither Geoscience Australia, LINZ nor its or their officers, employees, contractors, 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 out of or in connection with any information, 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 Geoscience Australia's requirements, including the risks and other circumstances that may affect its Tender;
 - (v) it did not rely on any express or implied statement, warranty or representation, whether oral, written or otherwise, made by or on behalf of Geoscience Australia other than as expressly contained in this RFT or an addendum to this RFT issued by Geoscience Australia;
 - (vi) it did not use the improper assistance of any current or former officers, employees, contractors or advisers of Geoscience Australia or LINZ;
 - (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) Geoscience Australia 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 Geoscience Australia, or any of its officers, employees, contractors, advisers or agents that the Statement is accurate.

26. Disclosure of Tender Information

26.1 Freedom of Information

- (a) Tenderers should be aware that the *Freedom of Information Act 1982* (Cth) and the *Official Information Act 1982* (the equivalent New Zealand legislation) give members of the public rights of access to official documents. The *Freedom of Information Act 1982* (Cth) and the *Official Information Act 1982* (NZ) extend, as far as possible, rights to access information (generally documents) in the possession of the Commonwealth, limited only by considerations for the protection of essential public interest and of the private and business affairs of entities in respect of whom the information is collected and held by departments and public authorities. Under the *Official Information Act 1982* (NZ), information held by Ministers and specified government agencies is entitled to be withheld in certain circumstances.
- (b) Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Freedom of Information Act 1982* (Cth) and the *Official Information Act 1982* (NZ) on their participation in the RFT process.

26.2 Disclosure of Contracts

Geoscience Australia is subject to a number of specific requirements that support internal and external scrutiny of its tendering and contracting processes. These include requirements to:

- (a) publish details of its agreements, Commonwealth contracts and standing offers with an estimated liability of \$10,000 or more in AusTender;
- (b) 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 Agency Contracts; and
- (c) publish information about certain procurements in Annual Reports.

By submitting its Tender, each Tender agrees to Geoscience Australia publishing those details, providing that report or publishing that information.

26.3 Subcontractors

- (a) Geoscience Australia is required under the Commonwealth Procurement Rules 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 Tender, a Tenderer is deemed to have consented to the public disclosure of the name, ABN and address of, and work to be performed by, any proposed subcontractor, and to have confirmed that all proposed subcontractors have consented to the disclosure of this information if the Tenderer is selected to enter into a contract with Geoscience Australia for the provision of the goods or services described in this RFT.

26.4 Confidentiality

- (a) Tenderers may specify information contained in their Tender that it considers to be confidential information, and subject to this clause 26.3, Geoscience Australia will treat such information as confidential, and will only use that information for the purposes of the RFT process.
- (b) Geoscience Australia may, without notifying any Tenderer, disclose or allow the disclosure of, at any time, any information provided by a Tenderer, including any part of the whole of its Tender:
- (i) to Geoscience Australia's advisers, or employees for the sole purpose of evaluating or otherwise assessing the Tender and any other purpose arising from or in connection with this RFT and managing any resulting contract (if any);
 - (ii) to Geoscience Australia'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 ;
 - (v) within Geoscience Australia, or with another department or agency, if this serves the Commonwealth's legitimate interests;
 - (vi) where information is authorised or required by any law to be disclosed; or
 - (vii) where the information is in the public domain otherwise than by a Commonwealth disclosure.
- (c) Following contract award (if any), clause 26.4(a) will cease to apply to a successful Tenderer. After that time, Geoscience Australia will only keep information provided by a successful Tenderer confidential if:
- (i) the Tenderer requested in the Tender that specific information be kept confidential;
 - (ii) the specific information is by its nature confidential; and
 - (iii) Geoscience Australia agrees to that request.
- (d) Tenderers should indicate in their response (see Attachment 12 to **Schedule 3**) what information they consider should be protected as confidential information following contract award, if selected as the successful Tenderer, 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 <https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-confidentiality>).
- (e) information that Geoscience Australia agrees to keep confidential following contract award will be described in the contract entered into with the successful Tenderer (if any).

26.5 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.

27. Government Procurement (Judicial Review) Act 2018 (Cth)

- (a) The attention of Tenderers is drawn to the *Government Procurement (Judicial Review) Act 2018* (Cth), which provides Tenderers a right to submit a complaint about the RFT process if a Tenderer has reason to believe that:
 - (i) the Commonwealth or an official of the Commonwealth has engaged, is engaging or is proposing to engage in any conduct in contravention of the 'relevant Commonwealth Procurement Rules' as described in section 18 of the *Government Procurement (Judicial Review) Act 2018* (Cth) in relation to this RFT process; and
 - (ii) the interests of the Tenderer are affected by the conduct.
- (b) A Tenderer may submit a complaint under section 18 of the *Government Procurement (Judicial Review) Act 2018* (Cth) in writing to tenders@ga.gov.au.
- (c) Where requested by Geoscience Australia, the Tenderer must do all things reasonably necessary to cooperate with Geoscience Australia (including providing information or answering questions) in the investigation and attempted resolution of any complaint in respect of this RFT process.
- (d) A public interest certificate under the *Government Procurement (Judicial Review) Act 2018* (Cth) in relation to the RFT process is not presently in force; however, Geoscience Australia may issue a public interest certificate under section 22 of the Act at any time during the RFT process (including after any complaint has been made by a Tenderer under this clause 27), in which case Geoscience Australia will notify all Tenderers of the issue of the public interest certificate by notice published on AusTender.
- (e) Without limiting the operation of the *Government Procurement (Judicial Review) Act 2018* (Cth), if a Tenderer makes a complaint under this clause 27 and at the time of the complaint no public interest certificate is in force in relation to this RFT process, Geoscience Australia may suspend this RFT process in accordance with section 20 of the *Government Procurement (Judicial Review) Act 2018* (Cth) by notice to all Tenderers published on AusTender.

28. Geoscience Australia's Rights

Without limiting its rights at law or otherwise, Geoscience Australia may at any time:

- (a) amend this RFT;
- (b) seek amended Tenders or call for new Tenders;
- (c) suspend or discontinue the RFT process (including during negotiations), if Geoscience Australia 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 Condition for Participation;

- (iv) no Tenderer is fully capable of undertaking a contract in the form of the Draft Contract; or
- (v) no Tender represents value for money;
- (d) before final selection (with or without shortlisting), enter into discussions or negotiations with one or more Tenderers (including parallel negotiations with more than one Tenderer or negotiations with all Tenderers without shortlisting);
- (e) discontinue negotiations with any Tenderer at any time for any reason;
- (f) require additional information or clarification from any Tenderer or anyone else;
- (g) shortlist one or more Tenders or Tenderers;
- (h) provide additional information or clarification to one or more Tenderers;
- (i) negotiate with any person who is not a Tenderer and enter into a contract with that person on such terms as Geoscience Australia in its absolute discretion accepts, in circumstances where limited tendering is permitted by the *Commonwealth Procurement Rules*;
- (j) add to, alter, delete or exclude Geoscience Australia's technical or contractual requirements including the terms of the Draft Contract;
- (k) publish or disclose the names of Tenderers (whether successful or unsuccessful);
- (l) allow or not allow another legal entity to take over a Tender in substitution for the original Tenderer including where an event occurs that has the effect of substantially altering the composition or control of the Tenderer or the business of the Tenderer;
- (m) change the structure and timing of the RFT process or procurement approach;
- (n) vary or extend any time or date in this RFT at any time and for such period as Geoscience Australia in its absolute discretion considers appropriate. Geoscience Australia will issue an addendum notifying of any decision to so vary or extend;
- (o) conduct a subsequent procurement process and, subject to Geoscience Australia's intellectual property and non-disclosure obligations, utilise information gained in this RFT process for that purpose; and
- (p) enter into any contractual arrangements or arrangements which will best meet Geoscience Australia's needs.

29. 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.

30. 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)*. The Draft Contract requires that, in performing any contract, a successful Tenderer must:

- (i) comply with its obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth); 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 Geoscience Australia 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 *Workplace Gender Equality Act 2012* (Cth), the supplier must notify Geoscience Australia or as otherwise specified in the contract. For further information about coverage of the *Workplace Gender Equality Act 2012* (Cth), contact the Workplace Gender Equality Agency on +61 2 9432 7000.
- (c) Tenderers must indicate as part of the Tenderer's Declaration (Attachment 2 to Schedule 3), whether or not the Tenderer's organisation is a 'relevant employer' under the *Workplace Gender Equality Act 2012* (Cth) and, if applicable, provide a current letter of compliance as part of the Tender, or prior to entering into contract.

31. Compliance with the Building Code

- (a) Tenderers must submit a completed 'Declaration of Compliance', substantially in the form of Attachment 13 to **Schedule 3 - Declaration of Compliance with the Building Code**.
- (b) The requirement in clause 31(a) is a Minimum Content and Format Requirement and the provisions of clause 12.1 apply.
- (c) Geoscience Australia may exclude Tenderers from further consideration if at any time before a contract (if any) is executed in relation to the Works if Geoscience Australia considers that a Tenderer has not met the following requirements:
- (i) Tenderers and their related entities must not be covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
 - (ii) Tenderers must not be subject to an Exclusion Sanction;
 - (iii) subject to the exceptions set out in subsection 26(5) of the Building Code, the Tenderer must not have had an adverse decision, direction or order made by a court or tribunal for a breach of the BCIIIP Act, a designated building law, WHS Laws or competition and consumer law (including, but not limited to, the *Competition and Consumer Act 2010* (Cth)) and failed to comply with the decision, direction or order; and
 - (iv) the Tenderer must, if it is ultimately the successful Tenderer, undertake to only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia Limited (ABN 85 087 326 690).
- (d) Geoscience Australia may exclude Tenderers from further consideration if, at any time before a contract (if any) is executed in relation to the Works, they are excluded from performing Building Work funded by a State or Territory government (unless approval to engage the Tenderers has been obtained from the ABC Commissioner).
- (e) Tenderers are required to submit a Workplace Relations Management Plan with their Tender for approval by the ABCC in accordance with Part 6 of the Building Code.

- (f) Geoscience Australia will only enter into a contract with a Tenderer whose Workplace Relations Management Plan has been approved by the ABC Commissioner.

32. Australian Government Building and Construction WHS Accreditation Scheme

- (a) The WHS Accreditation Scheme is established under *the Building and Construction Industry (Improving Productivity) Act 2016* (Cth) and specified in the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019*.
- (b) If the Tenderer is to be the builder in respect of the building work or any part of them, the Tenderer must:
- (i) be accredited under the Scheme when entering into contracts for building work covered by the Work Health and Safety Accreditation Scheme (WHS Accreditation Scheme) and maintain accreditation while the building work is being carried out; and
 - (ii) comply with all conditions of accreditation under the Scheme.
- (c) If the Scheme applies and the Tenderer is not to be the builder, the Tenderer must:
- (i) not contract with a builder who will carry out building work covered by the WHS Accreditation Scheme if the builder is not accredited under the WHS Accreditation Scheme; and
 - (ii) require the builder(s) contracted to undertake the building work remain accredited while carrying out the building work.
- (d) For the purposes of clauses 32(a) to 32(c) (inclusive), 'builder' and 'building work' have the same meaning given to those terms in the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

33. Indigenous Procurement Policy

- (a) Tenderers should note that the Indigenous Procurement Policy applies to this RFT process. More information on the Indigenous Procurement Policy can be found at: <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>.
- (b) In particular, Tenderers should note the purpose of the Indigenous Procurement Policy is to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the Australian economy.

34. Modern Slavery

Tenderers should note that any resultant contract will require the successful Tenderer to provide all assistance reasonably requested by Geoscience Australia to comply with its obligations under the *Modern Slavery Act 2018* (Cth).

35. Employee Entitlements

Tenderers should note that Geoscience Australia will not contract with providers who have had a judicial decision against them (not including decisions under appeal) relating to employee

entitlements and have not satisfied any resulting order. The Tenderer's Declaration requires the Tenderer to confirm that no such judicial decision has been made against them for which they have not satisfied any resulting order.

36. Lobbying Code of Conduct

Tenderers should not engage in or procure or encourage others to engage in, any activity that would result in breaching the Lobbying Code of Conduct 2019, published by the Attorney-General's Department and available at <https://lobbyists.ag.gov.au/about/code>.

37. Small to Medium Enterprises

- (a) Tenderers should note that the Commonwealth is committed to Commonwealth agencies sourcing:
 - (i) at least 10 per cent of their purchases by value; and
 - (ii) at least 35 per cent of contracts by volume, with a value of up to \$20 million,from small to medium enterprises (SMEs). An SME is an Australian or New Zealand registered firm with fewer than 200 full time equivalent employees.
- (b) Tenderers are encouraged to include the participation of SMEs in their Tenders.

38. Competitive Neutrality

- (a) Competitive neutrality requires that government business activities should not enjoy net competitive advantages over their private sector competitors simply by virtue of public sector ownership.
- (b) If a Tenderer is a public sector organisation, the Tenderer should demonstrate in its pricing of the Tender that the requirements of competitive neutrality have been met, including payment of relevant taxes and charges, rates of return and cost of funds.
- (c) Compliance with the requirements of competitive neutrality may be verified by Geoscience Australia. Geoscience Australia may require a Tenderer to submit further information to demonstrate that competitive neutrality requirements have been met.

39. Prohibition of Illegal Workers

Tenderers should note that it is Geoscience Australia's policy not to contract with providers engaging Illegal Workers and the Tenderer's Declaration contains a statement from the Tenderer confirming that it will comply with this policy.

40. Anti-Terrorism Measures

- (a) The Tenderer, Tenderer's personnel, representatives, related body corporates and any nominated subcontractors proposed in the Tender must not, at the Closing Time, be listed as terrorists under section 15 of the *Charter of the United Nations Act 1945* (Cth), and Tenderers are required to declare this in Attachment 2 – Tenderer Response Form. This Act requires any person who holds assets or funds belonging to a person or organisation on the list of persons and entities designated as terrorists to immediately freeze those assets. It is an offence to make any funds or assets available to a person or organisation on that list.

- (b) A consolidated list of such persons, entities and associated assets is maintained by the Department of Foreign Affairs and Trade under the *Charter of the United Nations (Dealing with Assets) Regulations 2008*. Geoscience Australia will not enter into a contract with a person or organisation on the list. Further information is available at: <http://dfat.gov.au/international-relations/security/counter-terrorism/pages/dealings-with-terrorists-information-for-australians-and-australian-businesses.aspx>.
- (c) The successful Tenderer, Tenderer's personnel, representatives, related body corporates, and proposed subcontractors will be required to comply with all applicable Laws dealing with the supply and/or export of goods, services and information to foreign nationals or institutions including under the *Customs Act 1901* (Cth) and the *Weapons of Mass Destruction (Prevention of Proliferation) Act 1995* (Cth).

41. Trade Sanctions

- (a) Tenderers' attention is drawn to the United Nations Security Council (UNSC) sanctions regime under the *Charter of the United Nations Act 1945* (Cth) and the Australian autonomous sanctions regime under the *Autonomous Sanctions Act 2011* (Cth). Tenderers must declare that they, and any Tenderer personnel, representatives, related body corporates, and proposed subcontractors will comply with these sanction regimes in Attachment 2 – Tenderer's Declaration;
- (b) Contractors to the Australian Government must not undertake an activity that is in breach of a UNSC sanction regime or Australian autonomous sanction regime in respect of a particular country, including:
- (i) making a sanctioned supply of export sanctioned goods;
 - (ii) making a sanctioned import of import sanctioned goods;
 - (iii) providing a sanctioned service;
 - (iv) engaging in a sanctioned commercial activity;
 - (v) dealing with a designated person or entity;
 - (vi) using or dealing with a controlled asset; or
 - (vii) facilitating the entry into or transit through Australia of a designated person or a declared person.
- (c) Further information is available at <http://dfat.gov.au/international-relations/security/sanctions/sanctions-regimes/Pages/sanctions-regimes.aspx>.

The successful Tenderer (if any) is expected to comply with the expectations set out in the Supplier Code of Conduct available at:

<https://www.procurement.govt.nz/assets/procurement-property/documents/supplier-code-of-conduct.pdf>

New Zealand must comply with regulations that implement sanctions imposed by the United Nations Security Council – please see <https://www.mfat.govt.nz/en/peace-rights-and-security/sanctions/> for current sanctions.

42. Australian Industry Participation

- (a) The Australian Industry Participation (**AIP**) policy has been developed in accordance with the principles and strategic approaches of the AIP National Framework. The AIP National Framework provides a nationally consistent approach to maximising Australian industry participation in investment projects and significant public and private sector activity. The AIP National Framework was agreed between Commonwealth, state and territory governments in 2001 to promote, develop and maintain a sustainable Australian industry capability by encouraging competitive Australian industry participation in investment projects.
- (b) The AIP National Framework supports AIP programmes and initiatives that aim to encourage industry to meet world's best practice through capability building; identifying early stage opportunities for industry participation both domestically and overseas; promoting Australian capability and integration of industry into global supply chains; and enhancing project facilitation and participation. The AIP National Framework is available at www.industry.gov.au/aip.
- (c) Tenderers should note that the AIP National Framework principles will apply to any contract resulting from this procurement process.
- (d) An AIP Plan outlines the actions a supplier intends to take to provide Australian industry with full, fair and reasonable opportunity to participate in the project. To ensure compliance with the AIP National Framework, the preferred Tenderer will be required to prepare a SmartForm AIP Plan (online AIP Plan) and submit it to the AIP Authority for approval. The online AIP Plan must address the criteria set out in the AIP Authority's "User Guide for Developing an AIP Plan" available at <https://www.industry.gov.au/regulations-and-standards/australian-industry-participation/commonwealth-government-procurement>.
- (e) Tenderers are not required to submit an AIP Plan as part of their response to this RFT. Geoscience Australia will require the preferred Tenderer(s) to prepare an online AIP Plan for the AIP Authority's approval. The AIP Authority requires at least 10 business days from the receipt of a Tenderer's online AIP Plan to assess and approve the AIP Plan and provide the approval documents. The AIP Authority provides tenderers with feedback on their draft AIP Plans and, when necessary, their revised AIP Plans. Where feedback is provided, the timeframe for the approval process is dependent on how long the tenderer takes to incorporate the feedback. It is the sole responsibility of tenderers to manage the timeframes around the approval of the AIP Plan and ensure the minimum timeframe is provided.
- (f) Tenderers should note that Geoscience Australia will only enter into a contract with a Tenderer whose AIP Plan has been approved by the AIP Authority.

43. Public Interest Disclosure

- (a) Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act 2013* (Cth). Prior to making a disclosure, refer to information available at: <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure/information-for-disclosers>.
- (b) All Public Interest Disclosure matters (relating to this procurement) should be referred to the contacts available at <https://www.ga.gov.au/ips/public-interest-disclosure-scheme>.

44. Complaints Handling

In the first instance, complaints relating to this RFT should be directed in writing to Tenders@ga.gov.au, or:

Addressee:	Procurement Complaints Handling Officer
Email:	procurementcomplaints@ga.gov.au

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

45. Dictionary and Interpretation

45.1 Dictionary

In this RFT, unless the contrary intention appears:

ABC Commissioner	means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the <i>BCIIP Act</i> .
ABCC	means the body referred to in section 29 of the <i>BCIIP Act</i> .
Activities	has the meaning set out in the Draft Contract.
Alternative Tender	has the meaning set out in clause 12.3(a).
Approved Australian Industry Participation (AIP) plan or AIP plan	means a SmartForm Australian Industry Participation Plan, that has been approved by the AIP Authority in accordance with the AIP policy, that a successful tenderer submits to the procuring entity.
Australian Industry Participation (AIP) policy or AIP policy	means the Australian Government policy designed to ensure full, fair and reasonable opportunity for Australian industry, including small and medium enterprises, to compete for work. This is achieved through the development and implementation of an AIP plan. More information on the AIP policy and AIP plan requirement can be found at www.industry.gov.au/aip .
BCIIP Act	means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> (Cth).
Black Economy Procurement Connected Policy	means the <i>Black Economy – Increasing the Integrity of Government Procurement. Procurement Connected Policy Guidelines March 2019</i> available at https://treasury.gov.au/publication/p2019-t369466 .
Building Code	means the Building Code issued under subsection 34(1) of the <i>BCIIP Act</i> , being the document titled 'Code for the Tendering and Performance of Building Work 2016', which is available at www.legislation.gov.au .
Building Contractor	has the same meaning as in the <i>BCIIP Act</i> .

Building Industry Participant	has the same meaning as in the <i>BCIIP Act</i> .
Building Work	has the same meaning as in subsection 3(4) of the Building Code.
Closing Time	means the Closing Time specified on the front page of this RFT, as amended by any addendum issued in accordance with clause 6.
Commonwealth	means the Commonwealth of Australia.
Commonwealth Funded Building Work	means Building Work in items 1-8 of Schedule 1 of the Building Code.
Condition for Participation	means any Condition for Participation set out in clause 11.
CPF	Means Central Processing Facility, which includes: <ul style="list-style-type: none"> a) Telecommunications, networking equipment b) Computer processing (safety, corrections, message), racks, rack power reticulation, c) If not co-located with UPF: site power reticulation, HVAC, lightning, masts, structures, d) Navigation signal generator e) GNSS receive equipment
DFMC	means Dual Frequency Multi Constellation.
Draft Contract	means the draft contract, together with its schedules provided with this RFT at Schedule 2.
Declaration	means the declaration set out in Attachment 2 to Schedule 3 to this RFT.
Declaration of Compliance	has the meaning given in clause 31(a).
Enterprise Agreement	has the same meaning as in the <i>Fair Work Act 2009</i> (Cth).
Exclusion Sanction	has the same meaning as in subsection 3(3) of the Building Code.
Evaluation Criteria	means the Evaluation Criteria set out in clause 18
Geoscience Australia	means the Commonwealth of Australia as represented by Geoscience Australia.
GNSS	means Global Navigation Satellite Systems.
GRS	means GNSS Reference Stations.

High Value Contract	<p>means a contract where:</p> <ul style="list-style-type: none"> a) the Goods and/or Services will be delivered in Australia; b) the value of the Goods and/or Services is \$7.5 million (GST inclusive) or more; and c) more than half the value of the contract is being spent in one or more of the following industry sectors: <ul style="list-style-type: none"> a. building, construction and maintenance services; b. transportation, storage and mail services; c. education and training services; d. industrial cleaning services; e. farming, fishing, forestry and wildlife contracting services; f. editorial, design, graphic and fine art services; g. travel, food, lodging and entertainment services; or h. politics and civic affairs services.
Illegal Workers	<p>means a person who:</p> <ul style="list-style-type: none"> a) has unlawfully entered and remains in Australia; b) has lawfully entered Australia, but remains in Australia after his or her visa has expired; or c) is working in breach of his or her visa conditions.
Indigenous Enterprise	<p>means an organisation that is 50 per cent or more Indigenous owned that is operating a business.</p>
Indigenous Participation Plan	<p>means a plan detailing how the Tenderer will meet the minimum mandatory requirements for the Indigenous Procurement Policy (see template at clause 3.7).</p>
Indigenous Procurement Policy	<p>means the policy of that name, as amended from time to time, available on the Indigenous Procurement Website.</p>
Indigenous Procurement Website	<p>means the website at https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp.</p>
ITAR	<p>means the International Traffic in Arms Regulations promulgated by the United States Government controlling the import and export of defence-related articles and services on the United States Munitions List or similar applicable import and/or export control framework implemented by any other relevant country.</p>
Late Tender	<p>has the meaning given in clause 14(a).</p>
LINZ	<p>means the Crown in right of New Zealand represented by Land Information New Zealand.</p>

Minimum Content and Format Requirement	means any Minimum Content and Format Requirement set out in clause 12.1(b) or which is referred to as a Minimum Content and Format Requirement elsewhere in this RFT.
Related Entity	has the same meaning as in subsection 3(2) of the Building Code.
Remote Area	means the areas identified in the map on the Indigenous Procurement Website, as updated from time to time.
RFT	means this request for tender, including the Draft Contract and the Tender Response Forms.
Satisfactory	means the conditions set out in Part 6.b of the Black Economy Procurement Connected Policy have been met or, if the circumstances in Part 6.c of the Black Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy have been met.
SBAS	means Satellite Based Augmentation System.
SPAN	means the Southern Positioning Augmentation Network which is described in further detail in clause 1(c) of this RFT.
Statement of Requirement	means Schedule 1.
Statement of Tax Record	means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR .
Tender Response Form	means an Attachment to Schedule 3 to this RFT.
Tender	means a tender submitted by a Tenderer in response to this RFT, including any clarifications or further information submitted or given by or on behalf of a Tenderer in respect of that tender, in accordance with the terms and conditions of this RFT.
Tenderer	means a tenderer or potential tenderer to this RFT.
UPF	Means Uplink Facility, which includes: <ul style="list-style-type: none"> a) Radio Frequency Unit b) RF couplers/splitters/combiners/filters, low-noise amps, power amps, frequency convertors c) C-/KU-band transmit antennae d) Site power reticulation, Heating-Ventilation-Air-Conditioning (HVAC), lightning protection systems, e) Masts, structures, buildings, physical mounting structures, facilities
Valid	means valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.
WHS Laws	has the meaning given in the Draft Contract.

Works	means the Commonwealth Funded Building Work to be effected in accordance with the Draft Contract.
Workplace Relations Management Plan	has the meaning given to 'WRMP' in subsection 3(1) of the Building Code.

45.2 Interpretation

In this RFT headings (including any heading at the beginning of any subclause) are for convenience only and do not affect interpretation and, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to AUD, A\$, \$A, dollar, Australia Dollars or \$ is to the lawful currency of the Commonwealth, US\$, \$US and USD is to the lawful currency of the United States of America and Euro and € is the lawful currency of the European Union;
- (d) a reference to time is to the time in the place where the obligation is to be performed;
- (e) a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (f) the meaning of general words is not limited by specific examples introduced by use of the terms "including", "for example" or similar expressions.

Schedule 1 – Statement of Requirement

- (a) The Statement of Requirement is comprised of the attached documentation:
- (i) 1.0 Attachment A - Statement of Requirements Rev01;
 - (A) 1.1 Annex A - Functional and Performance Specification Rev02;
 - (B) 1.2 Annex B - Operational Concept Description Rev01;
 - (C) 1.3 Annex C - Contract Data Requirements List Rev01;
 - (D) 1.4 Annex D - Contract Services Requirements List Rev01; and,
 - (E) 1.5 SPAN_Zones.zip.
- (b) The above attachments are to be read in conjunction with the Draft Contract, which comprises of the following documents:
- (i) 2.0 RFT Schedule 2 - Draft Contract;
 - (A) 1.0 Attachment A - Statement of Requirements Rev01 v1.0;
 - (B) 1.1 Annex A - Functional and Performance Specification Rev02;
 - (C) 1.2 Annex B - Operational Concept Description Rev01;
 - (D) 1.3 Annex C - Contract Data Requirements List Rev01;
 - (E) 1.4 Annex D - Contract Services Requirements List Rev01;
 - (F) 2.2 Attachment B - Government Furnished Material Rev01; and
 - (G) 2.3 Attachment C - Security Guide Rev01.

Schedule 2 – Draft Contract

- (a) The Draft Contract is provided as a separate ZIP file available on AusTender, titled '2.0 RFT Schedule 2 - Draft Contract'.
- (b) Tenderers are to complete sections of the Draft Contract and associated schedules where prompted.

Schedule 3 – Tender Response Forms

- (a) Tenderers must complete and return the Tender Response Forms with reference to the instructions in the table at clause 12.2 of the RFT.
- (b) The following Attachments have been provided as separate documents on AusTender:
- (i) 3.01 – Attachment 1 – Checklist
 - (ii) 3.02 – Attachment 2 – Tenderer's Declaration
 - (iii) 3.03 – Attachment 3 – Statement of Tax Record
 - (iv) 3.04 – Attachment 4 – Executive Summary
 - (v) 3.05.1 – Attachment 5 – Part 1 – Feasibility and Suitability of Technical Solution
 - (vi) 3.05.2 – Attachment 5 – Part 2 – Ability to Deliver to Function and Performance Specification
 - (vii) 3.06 – Attachment 6 – Capability and Capacity
 - (viii) 3.07 – Attachment 7 – Indigenous Participation Plan
 - (ix) 3.08 – Attachment 8 – Economic Benefit
 - (x) 3.09 – Attachment 9 – Part A – Pricing Schedule
 - (xi) 3.09 – Attachment 9 – Part B – Pricing Schedule Spreadsheet
 - (xii) 3.10 – Attachment 10 – Insurance
 - (xiii) 3.11 – Attachment 11 – Compliance Statement
 - (xiv) 3.12 – Attachment 12 – Confidential Information
 - (xv) 3.13 – Attachment 13 – Declaration of Compliance with the Building Code
- (c) If Tenderers are proposing to import any materials in relation to contract deliverables, Tenderers must provide in their response:
- (i) details of any International Traffic in Arms Regulations (ITAR) (or similar) restrictions on the contract deliverables; and
 - (ii) confirmation from the Tenderer that all required state or government licences and clearances for the export or other release of technology or technical information (in particular with respect to classified technology, technical information or ITAR (or similar) restrictions embodied within the contract deliverables to be supplied to Geoscience Australia and/or LINZ have been, or will be obtained, by the Tenderer.