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FOI 26-27/094 - Document 01

Australian Government
Department of Finance

Request for Tender – FIN/MASR2-RFT

Whole of Australian Government Management Advisory Services Panel

Refresh 2 – Corporate and Commercial Management Advisory Services and Investment Banking Services

The timetable below provides the key dates related to this Request for Tender (**RFT**).

All times expressed in this RFT, unless otherwise indicated, are Canberra local time.

Description	Time
Industry Briefing	**2:00 pm Wednesday 9 April 2025**
Enquiry Cut-off Date	**5:00 pm Tuesday 20 May 2025**
Last Addenda Release Date	**5:00 pm Tuesday 27 May 2025**
Closing Time	**2:00 pm Tuesday 3 June 2025**
Service Commencement Date	**March 2026 (anticipated)**

Tender Submission: Tenders must be submitted in the 360 Public Portal (refer paragraph 9.1) by the Closing Time (refer paragraph 9.4)

Statement of Tax Record (STR(s)): Respondents that do not submit a Valid and Satisfactory STR(s) will be excluded during evaluation (refer paragraphs 10.6 and 11.4)

Important Note: LATE TENDERS WILL NOT BE ACCEPTED UNLESS THE TENDER IS LATE DUE SOLELY TO MISHANDLING BY FINANCE OR THE 360 PUBLIC PORTAL (refer PARAGRAPH 9.6)

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PART A – MANAGEMENT ADVISORY SERVICES PANEL

1. Introduction

1.1 Purpose of the Panel

1.1.1 The Commonwealth of Australia represented by the Department of Finance (**Finance**) established the Management Advisory Services Panel (**the Panel**). The objectives of establishing the Panel include improving the quality, consistency and efficiency of Management Advisory Services for the Australian Government.

1.1.2 The Panel was established in three phases covering Financial, Corporate and Commercial Management Advisory Services. Successful Respondents each entered into a Head Agreement with Finance who administers the Panel on behalf of Entities.

1.2 Services included in the Panel

1.2.1 The Services included in the Panel are for commonly used Management Advisory Services.

1.2.2 Commonwealth Entities procure a range of Management Advisory Services from external providers to support their business functions. For the purposes of the Panel and this Request for Tender (**RFT**), Management Advisory Services are defined as:

> *"the provision of professional, independent advice, and other strategic services that involve the development of an intellectual output which represents the independent view of the Service Provider and assists with entity decision-making."*

1.2.3 Management Advisory Services procured by an Entity must meet the consultancy characteristics as per *Resource Management Guide No 423: Procurement Publishing and Reporting Obligations*.

1.2.4 At an Entity's discretion, the Services may also include the delivery of an Associated Output by a Service Provider where that Service Provider was engaged to provide Management Advisory Services, and where this represents value for money. For the purposes of this Panel and this RFT Associated Output is as defined in **Attachment C - Head Agreement**:

> *"the delivery of services that are (in the view of the Entity) consequential to and/or necessary for facilitating the Management Advisory Services required by the Entity in a Contract, and where these services are described in a Contract."*

1.3 Out of scope services

1.3.1 The Services required under the Panel do not include:

(a) contractor (non-consultancy) services performed under the supervision of an Entity, except where this is an Associated Output;

(b) recruitment or labour hire services;

(c) services available under other Whole-of-Australian Government arrangements such as legal services;

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(d) services that are unique to information and communication technology, or property consultancy services;

(e) environmental management and assessments;

(f) delivery of training;

(g) the engagement of an eminent person, a prominent individual appointed by an Entity to provide particular services; and

(h) specialist consultancy services that are unique to Entities that are not provided through the Service Categories.

1.3.2 These out of scope services may be further defined by Finance during the Head Agreement Period.

1.4 Flexibility Framework

1.4.1 Under the Panel Flexibility Framework, each financial year, Entities will be able to purchase up to:

(a) a minimum allowance of $50,000; or

(b) five per cent of the Entity's total expenditure that financial year,

(whichever is the greater), worth of in-scope Management Advisory Services from service providers not on the Panel. An additional five per cent allowance or a minimum of $50,000, whichever is greatest, is available for Entities to engage First Nations businesses not on the Panel. These percentage figures and amounts may be reviewed and modified by Finance from time to time without issuing an amendment to this RFT.

1.5 Panel Refresh

1.5.1 As contemplated in the Head Agreement, Finance may, at any time during the Head Agreement Period:

(a) approach the market to add other service providers to the Panel in one or more Service Categories or Service Subcategories; and

(b) add additional Service Categories or Service Subcategories to the Panel (for which the Service Provider and other suppliers may tender to provide).

1.6 Refresh Timetable

1.6.1 Table 1 sets out the anticipated timeframe for the refresh of the Panel. The Dates below are indicative only and do not create an obligation on the part of Finance to take any action on the date specified.

Table 1 – Procurement Timetable

Refresh	Milestone	Date
Refresh 1 - Financial Management Advisory Services (COMPLETED)	**RFT Release**	November 2023
	Services Commencement Date	September 2024
Refresh 2 - Corporate and Commercial Management Advisory Services and Investment Banking Services	**RFT Release**	26 March 2025
	Services Commencement Date	March 2026 (anticipated)

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1.7 Term of the Panel

1.7.1 The Head Agreement, for all phases set out in paragraph 2.1.2 below, has a current expiry date of 30 September 2027.

1.7.2 Finance intends to exercise the final extension options available under the Head Agreements with existing Service Providers to extend the Head Agreement Period to 30 September 2029.

1.7.3 It is intended that any new Head Agreements entered into with successful Respondents as a result of this Panel refresh process will have a Head Agreement Period until 30 September 2029 with no extension option available.

1.8 Notices about the procurement

1.8.1 Information about the procurement and notification of the release of the request for tender for each phase of the procurement will be published on AusTender. Potential Respondents must be registered on AusTender at www.tenders.gov.au/RegisteredUser/Register to receive any information or notifications about the procurement.

2. Background

2.1 Panel establishment

2.1.1 The Panel was established as a coordinated procurement in three phases, with each phase conducted through separate open approaches to the market.

2.1.2 The three procurement phases aligned with the following Panel Service Areas:

(a) Phase 1 – Financial Management Advisory Services commenced 12 July 2021

(b) Phase 2 – Corporate Management Advisory Services commenced on 14 February 2022

(c) Phase 3 – Commercial Management Advisory Services commenced 11 October 2022.

2.1.3 As a coordinated procurement, use of the Panel is:

(a) mandatory for non-corporate Commonwealth Entities that are subject to the *Public Governance, Performance and Accountability Act 2013* (Cth) (**PGPA Act**); and

(b) optional for other entities that are subject to the PGPA Act.

2.1.4 The Panel replaced:

(a) relevant Commonwealth Management Advisory Services related panels; and

(b) Management Advisory Services related categories on broader services panels.

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PART B – ABOUT THIS REQUEST FOR TENDER

3. Request for Tender

3.1 Corporate and Commercial Management Advisory Services

3.1.1 This RFT is to refresh:

(a) Corporate and Commercial Management Advisory Services; and

(b) Investment Banking Services (which is a Service Subcategory under the Financial Management Advisory Services Service category).

3.1.2 Following the Panel Refresh 1 RFT, Finance decided to include Investment Banking Services in this RFT. Investment Banking was added as a new Financial Management Advisory Service Subcategory in the Panel Refresh 1 RFT. For clarity, this will mean that all Panel Subcategories will have been out to market twice.

3.1.3 Respondents:

(a) who submitted a tender and were unsuccessful for one or more Corporate and Commercial Management Advisory Service Subcategory, or the Investment Banking Service Subcategory in Refresh 1, and who want to be considered for the provision of these Management Advisory Services or the Investment Banking Service Subcategory;

(b) who are already approved as existing service providers for one or more Corporate and Commercial Management Advisory Service Subcategory, or the Investment Banking Service Subcategory, who want to be considered for the provision of new Corporate and Commercial Management Advisory Services, or the Investment Banking Service Subcategory not already in their Head Agreement; or

(c) who have not previously submitted a tender for Corporate and Commercial Management Advisory Services or the Investment Banking Service Subcategory in Refresh 1, and who want to be considered for the provision of these Management Advisory Services,

should respond to this RFT.

3.1.4 Respondents who are already approved as service providers for a Corporate and Commercial Management Advisory Service Subcategory (include a Service Subcategory with updated Service Descriptors as set out in **Attachment B – Scope of Services**), or the Investment Banking Service Subcategory, do not need to retender for those Service Subcategories contained in their Head Agreement.

3.1.5 This refresh is for all Corporate Management Advisory Service Subcategories under the following Service Categories:

(a) Organisational Planning and Development;

(b) Human Resources;

(c) Corporate Governance; and

(d) Internal Audit.

3.1.6 This refresh is for all Commercial Management Advisory Service Subcategories under the following Service Categories:

(a) Government Policy;

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(b) Programs and Projects;

(c) Procurement and Probity;

(d) Risk; and

(e) Research.

3.1.7 This refresh is for the Investment Banking Services Subcategory under the Financial Advisory Service Category for Financial Management Advisory Services.

3.1.8 The Service Subcategories and Service Descriptors for each Service Subcategory for Management Advisory Services that are subject to this RFT are provided in **Attachment B – Scope of Services.**

3.1.9 Respondents will be assessed to identify responses that provide the greatest value for money.

3.1.10 Respondents should not expect that negotiations will take place. To have the best chance of being assessed as providing value for money, Respondents should provide their final and best offer in their RFT Response.

3.1.11 Following the RFT process, Finance will continue to administer the Panel for the benefit of Entities.

3.2 RFT Structure

3.2.1 This RFT is structured as follows:

(a) **Part A** – Management Advisory Services Panel;

(b) **Part B** – About this Request for Tender;

(c) **Part C** – Conditions of Tender;

(d) **Part D** – Evaluation of Tenders;

(e) **Attachment A** – Definitions;

(f) **Attachment B** – Scope of Services;

(g) **Attachment C** – Head Agreement;

(h) **Attachment D** – Head Agreement Amendments;

(i) **Attachment E** – 360 Public Portal Respondent's User Guide;

(j) **Attachment F** – Guidance for MAS Panel Tender Responses

(k) **Attachment G** – Sustainable Procurement and Economic Benefits to the Australian Economy;

(l) **Attachment H** – Guidance on the Shadow Economy Procurement Connected Policy;

(m) **Attachment I** – Modern Slavery; and

(n) **Attachment J** – Respondent's Declaration Information.

3.3 Contractual Arrangements

3.3.1 Successful Respondents, who are not already existing Service Providers under the current Panel, will be required to enter into a Head Agreement with the Commonwealth under the terms and conditions at **Attachment C – Head Agreement**. Respondents should note Finance's right at paragraph 9.18.1(w) to exclude a Tender from consideration if the Respondent does not agree to the terms and conditions of the Head Agreement at Attachment C without amendment.

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3.3.2 Successful Respondents who are existing Service Providers under the current Panel and have already entered into a Head Agreement with Finance as part of the establishment of the Panel or the Refresh 1 RFT process, will have their Head Agreement varied to include the new Services and to reflect the terms and conditions of the version of the Head Agreement at Attachment C. Details of the proposed amendments to the Head Agreement are set out in Attachment D – Head Agreement Amendments. Respondents should note Finance's right at paragraph 9.18.1(x) to exclude a Tender from consideration if the Respondent does not agree to enter into a Deed of Variation to vary their Head Agreement to reflect the terms and conditions of the Head Agreement at Attachment C. The terms and conditions of the updated Head Agreement will apply to any existing Contracts from the date the Deed of Variation takes effect.

3.3.3 If the Respondent is a non-corporate Commonwealth Entity, the Respondent is expected to agree to enter into an arrangement with Finance on terms equivalent to the Head Agreement, as appropriate, if selected as a Successful Respondent.

4. Timeframe for this RFT

4.1 Timetable

4.1.1 Table 2 sets out the anticipated timeframe for the primary stages of this RFT. However, with the exception of the Closing Time, which is subject to paragraph 9.4.2, the dates are indicative only and do not create an obligation on the part of Finance to take any action on the date specified.

Table 2 – RFT Timetable (times expressed are Canberra local time)

Milestone	Date
Enquiry Cut-off Date	**5:00 pm Tuesday 20 May 2025**
Closing Time	**2:00 pm Tuesday 3 June 2025**
Services Commencement Date	**March 2026** (anticipated)

4.1.2 Finance will not respond to queries from industry or Respondents about the progress of the evaluation of tenders for this procurement. If there are any perceived delays in meeting the Services Commencement Date in Table 2, Finance may, at its discretion, publish updates to the timetable on AusTender and the 360 Public Portal (see further section 5.2).

4.2 Industry Briefings

4.2.1 Finance intends to conduct an Industry Briefing to provide interested parties with information concerning this RFT. Notification of the format of the Industry Briefing, and details about how to register to attend, will be published as a notice on AusTender and as an Addendum on the 360 Public Portal.

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5. RFT Publishing and Addenda

5.1 RFT Publishing

5.1.1 Notification of this RFT will be published on both AusTender and the 360 Public Portal. A link will be provided on AusTender to direct the user to this RFT in the 360 Public Portal. Respondents must either register for a new account on the 360 Providers' Portal or sign in to an existing 360 Provider's account to download this RFT documentation.

5.1.2 If the Respondent has obtained this RFT documentation from any source other than the 360 Public Portal, they must visit the 360 Public Portal, register for a new account and download this RFT documentation, in order to receive notification of Addenda.

5.2 Notice of Addenda

5.2.1 Finance has the right to add, vary, supplement or clarify any aspect of this RFT, or to provide additional information in relation to this RFT, at any time by issuing an Addendum in the 360 Public Portal and AusTender.

5.2.2 Respondents who have registered and downloaded this RFT documentation from the 360 Public Portal will be notified by the 360 Public Portal via their nominated email of any Addenda issued.

5.2.3 Notification of Addenda issued in the 360 Public Portal may also be published on AusTender.

5.2.4 Respondents acknowledge that they have no claim against Finance (or the Commonwealth in any other capacity) or Simplylogical.net if they fail to become aware of any Addendum.

5.2.5 All Addenda issued by Finance under this paragraph 5.2 will form part of this RFT.

5.3 AusTender and 360 Public Portal

5.3.1 Access to and use of AusTender and the 360 Public Portal is subject to the terms and conditions governing AusTender and the 360 Public Portal respectively. In participating in this RFT, the Respondent must comply with those terms and conditions and any applicable instructions, processes and procedures:

(a) **for AusTender:** as provided at tenders.gov.au/infolinks/termsofuse; and

(b) **for the 360 Public Portal:** as provided on the 360 Public Portal, available at https://public.sl360.au/.

5.4 AusTender and 360 Public Portal Support

5.4.1 All queries and requests for technical or operational support for the 360 Public Portal must be directed to:

360 Public Portal Support
Email: support@simplylogical.net
Telephone (within Australia): 02 51 004 009
Telephone (International): +61 251 004 009

5.4.2 All queries and requests for technical or operational support for AusTender should be directed to:

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AusTender Help Desk
Email: tenders@finance.gov.au
Telephone: 1300 651 698
International: +61 2 6215 1558

5.4.3 Support for the 360 Public Portal and the AusTender Help Desk is available between 9am and 5pm ACT local time, Monday to Friday (excluding Australian Capital Territory and national public holidays).

6. Enquiries Relating to this RFT

6.1 Enquiries from Respondents

6.1.1 Enquiries relating to this RFT including questions and requests for additional information or clarification must be made in writing, before the Enquiry Cut-off Date set out in Table 2 – RFT Timetable in paragraph 4.1.1 of this RFT. Enquiries must be directed to the Request Manager through the “Contact Request Manager” feature within the 360 Public Portal, which opens an "Enquiries" page, or by emailing the Request Manager at MASRefresh@finance.gov.au.

6.1.2 Finance will use its best endeavours to acknowledge the receipt of enquiries within two Business Days of the enquiry being lodged.

6.1.3 The Request Manager is the sole contact point for any queries, or requests for any information, in relation to this RFT until this procurement process has concluded.

6.1.4 Enquiries received before the Enquiry Cut-off Date may be answered, subject to paragraph 6.2.2 of this RFT. Enquiries received after the Enquiry Cut-off Date will not be answered unless Finance determines it would be in the interest of any or all Respondents to provide a response to the enquiry.

6.1.5 Finance encourages Respondents to ask any questions they may have and advises that any enquiries relating to this RFT will not be taken into consideration during the Evaluation Process. Enquiries should clearly set out the paragraph reference and document to which the enquiry relates.

6.2 Finance's Response to Enquiries

6.2.1 Respondents should note that Finance may, where it considers it appropriate, provide the answer (if any) to an enquiry to the requesting Respondent only or to all potential Respondents on a non-attributable basis by way of an Addendum (in accordance with paragraph 5.2 of this RFT). In order to provide the answer (if any) on a non-attributable basis, Finance reserves the right to modify questions that are lodged before publishing the question and answer.

6.2.2 Finance may, in its sole and absolute discretion, not respond to questions or comments.

6.2.3 Respondents should identify in their enquiry what, if any, information in the enquiry the Respondent considers is confidential. Inappropriate identification of information as confidential will be considered by Finance when determining what, if any, response will be given.

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6.3 Discrepancies, Errors or Omissions in this RFT

6.3.1 If a Respondent finds, or reasonably believes it has found, any discrepancy, error, ambiguity, inconsistency or omission in this RFT, or any other information given or made available by Finance, the Respondent should promptly notify the Request Manager through the contact points in paragraph 6.1.1 of this RFT. The Respondent should set out in sufficient detail such discrepancy, error, ambiguity, inconsistency or omission.

6.3.2 The notice referred to in paragraph 6.3.1 of this RFT should be provided as soon as possible after the Respondent becomes aware of a discrepancy, error, ambiguity, inconsistency, or omission to enable Finance to take whatever corrective action, if any, it deems appropriate.

6.3.3 Any actual discrepancy, error, ambiguity, inconsistency or omission in this RFT or any other information given or made available by Finance will, if Finance considers (in its absolute discretion) that it is practicable and appropriate to do so, be corrected by Finance and notified to Respondents by way of an Addendum in accordance with paragraph 5.2 of this RFT (without attribution to the Respondent that provided the notice).

6.4 Complaints

6.4.1 Finance's Complaints Officer (**Complaints Officer**) is the Director, Procurement and Contracting. Respondents can submit a complaint or contact the Complaints Officer regarding this RFT via email to contracts@finance.gov.au.

6.4.2 This RFT is a covered procurement for the purposes of the Commonwealth Procurement Rules and the *Government Procurement (Judicial Review) Act 2018* (Cth) (**GPJR Act**). If a public interest certificate is issued in respect of this RFT prior to the Closing Time, an Addendum will be issued via AusTender to notify Respondents.

6.4.3 For a procurement complaint covered by the GPJR Act, please submit the complaint via the *Government Procurement (Judicial Review) Act 2018* complaints submission form.

6.4.4 For all other procurement complaints (or if the Respondent is unsure if the GPJR Act applies to the matter), please submit the complaint via the General Procurement Complaint Form, or by contacting the Complaints Officer as per paragraph 6.4.1.

6.4.5 To allow a prompt and effective investigation, Respondents should provide the following information including (where applicable or known):

(a) the title of this RFT and reference number;

(b) the basis upon which the complaint is being lodged;

(c) how the Respondent or potential provider was affected by the alleged or proposed conduct of Finance in relation to this RFT;

(d) supporting material (if available); and

(e) the outcome the Respondent wishes to achieve from the complaint process.

6.4.6 Upon lodging a complaint, the Respondent will receive an immediate confirmation of receipt. Within three (3) Business Days the Respondent will also receive written acknowledgement from Finance including a unique identifier and information on the proposed review action. A final decision regarding the assessment undertaken and the conclusions reached will be provided to the Respondent in writing.

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6.4.7 Finance takes procurement complaints seriously and is committed to ensuring that it manages any complaints fairly and efficiently. Complaints will be investigated by an independent review officer in accordance with Commonwealth procurement complaint principles (Procurement complaints - for business | Department of Finance). Submission of a procurement complaint will not prejudice any Respondent's participation in this or any future procurement process undertaken by the Commonwealth.

7. Responding to this RFT

7.1 360 Public Portal

7.1.1 Finance is using the 360 Public Portal, an online tender system, to receive Tenders in response to this RFT. The 360 Public Portal is a secure system hosted and supported in Australia. Respondents **must** submit their tender through the 360 Public Portal.

7.1.2 Respondents should refer to the quick reference guide *360 Quick Reference Guide - Getting Started Guide (for businesses)* to assist Respondents to complete and submit a Tender.

7.1.3 To further assist Respondents to submit their tender, Finance has also developed a 360 Public Portal Respondent's User Guide, which is available at **Attachment E** to this RFT.

7.2 Offered Services

7.2.1 Subject to paragraph 3.1.3, Respondents may submit a tender in respect of some or all of the Services set out in **Attachment B – Scope of Services.** Respondents may, but are not required to:

(a) tender for all Service Categories or Service Subcategories;

(b) tender for all Service Subcategories under a Service Category; or

(c) provide all the Service Descriptors under a Service Subcategory.

7.2.2 Respondents will be required to demonstrate their capability and experience to provide the Offered Services to the Australian Government. This includes demonstrated experience in providing advisory services that are relevant to each Service Subcategory of the Offered Services.

7.3 Best Offer

7.3.1 Finance does not intend to conduct negotiations and, without limiting its rights under this RFT, intends to conduct the evaluation and select Successful Respondents primarily on the basis of written Tenders as submitted. Accordingly, Respondents are encouraged to submit their best offer in the first instance.

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7.4 Privacy

7.4.1 Personal Information included as part of a Tender is protected by law, including the *Privacy Act 1988* (Cth), and is collected by Finance for the purposes of administering, processing, and evaluating Tenders, as well as managing the Management Advisory Services Panel. Any Personal Information contained in a Tender may also be used by Finance or disclosed by Finance to other parties for the purposes of this RFT process and for the purposes of administering and managing the Management Advisory Services Panel, or where agreed, or where it is required or authorised by law. For more information about how Finance handles Personal Information, refer to the Finance Privacy Policy, as amended from time to time, which can be viewed at https://www.finance.gov.au/about-us/privacy-policy-summary.

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PART C – CONDITIONS OF TENDER

8. Participating in this RFT Process

8.1 Conditions for Participation

8.1.1 The Conditions for Participation are mandatory minimum requirements that the Respondent must meet in order for its Tender to be considered by Finance.

8.1.2 Any Tender that, in the opinion of Finance, does not meet all Conditions for Participation at the Closing Time will be excluded from evaluation.

8.1.3 The Respondent must, at the Closing Time, meet the following Conditions for Participation in paragraph 8.1.4 of this RFT.

8.1.4 The Respondent must:

(a) be a legal entity;

(b) not be bankrupt or insolvent;

(c) not be subject to any judicial decision against them (not including decisions under appeal) relating to employee entitlements and who have not satisfied any resulting order; and

(d) not be listed as a non-compliant employer under the *Workplace Gender Equality Act 2012* (Cth).

8.2 Minimum Content and Format Requirements

8.2.1 The Minimum Content and Format Requirements are minimum requirements that a Tender must meet in order to be considered by Finance.

8.2.2 Subject to paragraph 9.7 of this RFT, any Tender that in the opinion of Finance does not meet a Minimum Content and Format Requirement, will be excluded from further consideration.

8.2.3 The Minimum Content and Format Requirements that apply to this RFT are:

(a) the Tender must be written in English; and

(b) all Fees must be submitted in the form of hourly rates and in Australian dollars.

8.3 Referee Endorsements

8.3.1 As stated in paragraph 11.4.2 of this RFT, Referee Endorsements are required to be submitted to support the Respondent's or its personnel's claimed experience.

8.3.2 The Respondent should provide two Referee Endorsements for each Service Subcategory comprising the Offered Services to support the Respondent's Offered Services.

8.3.3 Referee Endorsements will be facilitated through the 360 Public Portal. Referees will receive notification from the 360 Public Portal that they have been nominated as a referee for the Respondent or its personnel and invited to provide a reference for the Respondent or its personnel by completing a form in the 360 Public Portal. Referees will be required to submit their Referee Endorsements through the 360 Public Portal by the date notified in the referee request email.

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8.3.4 Respondents will be notified via email when each referee has started their response and again when they have completed their response. The 360 Public Portal allows the list of nominated referees to be changed by the Respondent prior to the Closing Time should a referee not receive or not action their invitation to provide a reference for the Respondent or its personnel.

8.3.5 Finance reserves the right, in its absolute discretion, to contact referees to clarify information provided in their Referee Endorsement or make its own enquiries to verify claims made in a Referee Endorsement (including, without limitation, contacting a person who is not nominated as a referee by the Respondent).

9. Tender Presentation and Submission

9.1 Completing and Submitting of Tenders

9.1.1 Respondents must use the 360 Public Portal to complete the Tender Response Questionnaire which once completed will constitute the Respondent's Tender. Tenders cannot be lodged on AusTender, or by email, post, courier, hand or any other method.

9.1.2 Respondents must follow the instructions in the 360 Public Portal when completing their tender and attach any required information, in the format requested. Respondents should respond to questions in the Tender Response Questionnaire for each Service Subcategory that they are offering to provide services under. Respondents should ensure they provide enough detail to clearly demonstrate or support their answer while adhering to any word/character limits stipulated in the Tender Response Questionnaire. If word/character limits are exceeded, Finance reserves the right not to consider any information provided beyond the word/character limit.

9.1.3 The 360 Public Portal will advise if a question has not been correctly completed. Failure to complete any mandatory aspects of the Tender Response Questionnaire will result in the Respondent not being able to proceed with completing or submitting its tender. Information not submitted and saved in the 360 Public Portal will not be considered.

9.1.4 Respondents are requested not to reformat or corporate brand any attachments it uploads in the 360 Public Portal and not embed or separately provide any video files or hyperlinked material as part of their tenders. If video files or hyperlinks are embedded or separately provided, Finance will not consider this content.

9.1.5 Respondents must include completed answers in their responses. Information not submitted through the 360 Public Portal will not be considered.

9.1.6 Respondents should allow sufficient time to complete the submission of their Tender prior to the Closing Time, to resolve any issue that may arise and seek help if required.

9.1.7 Respondents should not include marketing or advertising material in their Tender.

9.2 Changing or Withdrawing a Tender

9.2.1 Prior to the Closing Time, Respondents can re-open their submitted Tender in the 360 Public Portal to make changes. After re-opening a Tender, the Respondent must re-submit the amended Tender in the 360 Public Portal. If any assistance is required, the Respondent should contact the 360 Public Portal Support through the contact points in paragraph 5.4.

9.2.2 Prior to the Closing Time, Respondents can withdraw their Tender from the 360 Public Portal by re-opening their Tender and not resubmitting it.

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9.3 Respondents' Responsibility in Relation to Submitting a Tender

9.3.1 Respondents acknowledge that:

(a) submitting their Tender on time and in accordance with this RFT is entirely their responsibility;

(b) it is solely their responsibility to ensure that they allow sufficient time to complete the Tender Response Questionnaire in the 360 Public Portal to enable the Tender to be submitted in accordance with this RFT, and before the Closing Time; and

(c) Finance and the Commonwealth (in its other capacities) will not be liable for any loss, damage, costs or expenses incurred by Respondents or any other person if, for any reason, a Tender or any other material or communication relevant to this RFT:

(i) is not received on time;

(ii) is corrupted or altered;

(iii) otherwise is not received as sent;

(iv) cannot be read or decrypted; or

(v) has its security or integrity compromised.

9.3.2 Before submitting a Tender in the 360 Public Portal, the Respondent must:

(a) ensure that its technology platform meets the minimum requirements identified in the 360 Public Portal;

(b) ensure that it has opened all Addenda in the 360 Public Portal;

(c) ensure it has completed all parts of the Tender Response Questionnaire as instructed in the 360 Public Portal;

(d) take all steps to ensure that its Tender is free from anything that might reasonably affect usability or the security or operations of the 360 Public Portal and/or Finance's computing environment;

(e) ensure that its Tender does not contain macros, script or executable code of any kind; and

(f) ensure its Tender complies with all file types, format, naming conventions, size limitations or other requirements specified within the 360 Public Portal.

9.3.3 The Respondent must ensure that the person who submits a Tender in the 360 Public Portal has the authority to do so on behalf of the Respondent, including making the warranties and representations set out in this RFT on the Respondent's behalf. Tenders submitted through the 360 Public Portal will be deemed to be authorised by the Respondent.

9.4 Closing Time

9.4.1 Tenders must be submitted in the 360 Public Portal before the Closing Time, which is set out on page 1 (cover page) of this RFT.

9.4.2 Prior to the Closing Time, Finance may extend the Closing Time for the submission of Tenders at its sole and absolute discretion and will issue an Addendum in accordance with paragraph 5.2 of this RFT notifying Respondents of any decision to extend the Closing Time.

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9.4.3 If a Respondent does not submit the Tender before the Closing Time, the Tender will not be accepted by the 360 Public Portal. Only Tenders with a status of 'submitted' in the 360 Public Portal after the Closing Time will be considered by Finance. Any conditions or advice set out in the 360 Public Portal, or otherwise provided by 360 Public Portal Support, that suggest a position to the contrary do not apply.

9.4.4 The judgement of Finance as to the time a Tender has been submitted will be final.

9.5 Proof of Submission

9.5.1 When a Tender has been submitted successfully in the 360 Public Portal:

(a) the Tender status in the 360 Providers' Portal will change to 'submitted';

(b) the "Final Step" page will have a green tick. The display screen will also record the time and date the Tender was received by the 360 Public Portal and will be conclusive evidence of successful submission of a Tender; and

(c) an email receipt of the Tender will also be automatically dispatched to the email address of the registered user whose details were recorded at login.

9.5.2 Failure to receive a receipt in accordance with paragraph 9.5.1 means that submission was not successful. Where no 'submitted' status is visible on the 360 Public Portal, the attempted submission will be deemed to have been unsuccessful.

9.5.3 The Respondent should contact the 360 Public Portal Support in paragraph 5.4 as a matter of priority if they do not receive a receipt and believe they have successfully submitted their Tender.

9.6 Late Tenders

9.6.1 Any attempt to lodge a Tender after the Closing Time will not be permitted by the 360 Public Portal. A Tender will be deemed late if it is not properly submitted in the 360 Public Portal by the Closing Time (**Late Tender**).

9.6.2 Finance will not accept a Late Tender, unless the Tender is late due solely to mishandling by Finance or the 360 Public Portal.

9.7 Unintentional Errors of Form and Illegible Tenders

9.7.1 If Finance considers that there are unintentional errors of form in a Tender, Finance may request the Respondent to correct or clarify the error, but will not permit any material alteration or addition to the Tender.

9.7.2 Respondents should not interpret a request under paragraph 9.7.1 as being an indication of the outcome of this RFT process. The Respondent should treat all requests under paragraph 9.7.1 as confidential information.

9.7.3 Finance is not obliged to consider any Tender that it considers to be illegible. If Finance considers that all or part of a Tender is illegible for any reason, it may, at its sole discretion, seek clarification from the Respondent, but is not obliged to do so.

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9.8 Incomplete Tenders and Corrupt Files

9.8.1 Incomplete Tenders, including those that Simplylogical.net or Finance believes may contain any virus, worms, malicious code, disabling features, or anything else that might compromise the integrity or security of the 360 Public Portal and/or Finance's computing environment may be excluded from the Evaluation Process at Finance's sole and absolute discretion. Simplylogical.net reserves the right to delete a Respondent's account if it finds the Respondent's Tender contains a virus, worms, malicious code, disabling features, or anything else that might compromise the integrity or security of the 360 Public Portal.

9.8.2 Notwithstanding paragraph 9.8.1 of this RFT, Finance may consider an incomplete Tender and seek clarification from the Respondent only where this does not materially alter or add to the Tender submitted.

9.8.3 In submitting a Tender, Respondents warrant to Finance that they have taken reasonable steps to ensure that any uploaded files are free of viruses, worms, malicious code or other disabling features which may affect the 360 Public Portal and/or Finance's computing environment.

9.9 Tender Validity Period

9.9.1 Tenders submitted in response to this RFT must remain open for acceptance by Finance for 12 months after the Closing Time.

9.9.2 If this procurement is suspended under the GPJR Act, the Tender Validity Period is extended by the period of suspension, up to a maximum of 18 months after the Closing Time.

9.10 Conflict of Interest

9.10.1 Respondents must notify Finance as soon as practicable after becoming aware of any actual, potential or perceived Conflict of Interest at any time prior to or during this RFT process which could relate to this RFT process or affect the performance of its obligations if the Respondent was to enter into the Head Agreement.

9.10.2 If the Respondent has or may have an actual, potential or perceived conflict of interest, Finance may, at its discretion:

(a) exclude the Tender from further consideration;

(b) impose conditions on the Respondent for the management of the actual or potential conflict of interest: or

(c) take any other action it considers appropriate.

9.10.3 Respondents are required to take any appropriate action requested by Finance to resolve or manage a conflict of interest.

9.10.4 If the Respondent is unable or unwilling to comply with the conditions imposed under this paragraph 9.10, or otherwise resolve the actual or potential conflict of interest in a manner satisfactory to Finance, Finance may, at its discretion, exclude the Tender from further consideration.

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9.11 Non-compliance with Other Terms or Requirements

9.11.1 Other than where paragraph 8.1, 8.2 or 9.4.1 apply, non-compliance with a term or requirement in this RFT by a Respondent does not, in Finance's absolute discretion, automatically exclude a Tender, notwithstanding that the term or requirement is expressed in mandatory terms. However, Finance may exclude any Tender that does not comply with such a term or requirement that is expressed to be mandatory.

9.12 Respondents' Responsibility to Inform Themselves

9.12.1 By submitting a Tender, each Respondent represents to Finance that:

(a) it has examined this RFT, all documents referred to in this RFT, all other information made available to the Respondent (including any Addenda), all applicable legislation and policies, and has examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;

(b) if successful, it has the capability and capacity to properly provide the Offered Services;

(c) its Tender is submitted in accordance with this RFT;

(d) the information contained in its Tender is true and correct and the Respondent has satisfied itself as to the accuracy and completeness of its Tender including tendered Fees based on its own examination and assessment;

(e) it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of Finance, except as expressly provided in this RFT and any Addenda;

(f) they have satisfied themselves as to the terms and conditions of **Attachment C – Head Agreement** and their ability to comply with the Head Agreement; and

(g) it has obtained independent advice, as it considers is appropriate.

9.12.2 In submitting a Tender, the Respondent also represents that it does not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending this RFT other than amendments made by Finance in accordance with paragraph 5.2 of this RFT.

9.13 Acknowledgement and Disclaimer

9.13.1 In submitting a Tender, the Respondent acknowledges the following:

(a) any information contained in this RFT, although believed to be accurate at the date of release of this RFT, may change;

(b) where information contained in this RFT relates to future matters, no steps have been taken to verify that the information is based upon reasonable grounds, and no representation or warranty, express or implied, is made by Finance, the Commonwealth and their officers, employees, agents, advisers or subcontractors that the statements as to future matters contained in this RFT will be accurate;

(c) this RFT is intended to reflect and summarise information concerning the Commonwealth's requirements for the Panel refresh and is not necessarily a comprehensive description of it;

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(d) except to the extent required by law and only to the extent so required, Finance, the Commonwealth and their officers, employees, agents, advisers or subcontractors will not be liable to any person or body for any loss, damage, cost, liability or expense arising from reliance on any information or representations, actual or implied, contained in or omitted from this RFT or other Information provided by Finance or the Commonwealth; and

(e) information provided by the Respondent relating to particular experience for which the Respondent has nominated a referee under paragraph 8.3.2, may be disclosed by Finance to that referee for the purposes of evaluating the Respondent's Tender, including information relating to:

(i) the title of the relevant project;

(ii) the dates of past engagements with the referee;

(iii) whether the services were solely provided by the Respondent or its personnel (and if not, a description of the Respondent's or its personnel's role in the delivery of the services);

(iv) the approximate value of any engagement(s); and

(v) a description of the work undertaken.

9.14 Responsibility for Tender Costs

9.14.1 Without limiting any other paragraph in this RFT, participation in any stage of this RFT process, or in relation to any matter concerning this RFT, will be at each Respondent's sole risk, cost and expense (including but not limited to any risk, costs and expense associated with preparing and submitting Tenders, attendance at any Industry Briefings, responding to requests from Finance, participating in any subsequent negotiations and any other action or response in relation to this RFT).

9.14.2 Neither Finance nor the Commonwealth (in its other capacities) will be responsible in any circumstance for any costs or expenses incurred by any Respondent in preparing or submitting its Tender, or in respect of any discussions, negotiations, or enquiries in relation to taking part in this RFT process or any work undertaken by the Respondent after its Tender is submitted.

9.15 No Contract or Liability

9.15.1 This RFT is an invitation to treat, and must not be construed, interpreted, or relied upon, whether by expression or implication, as an offer capable of acceptance by any person, or as creating any form of contractual (including a process contract), quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds.

9.15.2 Except as required by law and only to the extent so required, Finance and the Commonwealth (in its other capacities) is not liable to any Respondent, on the basis of any contract or other understanding (including, without limitation, any form of contractual, quasi contractual, restitutionary or promissory estoppel rights or rights based on similar legal or equitable grounds) whatsoever, or in negligence, as a consequence of any matter relating or incidental to this RFT or a Respondent's participation in this RFT process, including (without limitation) instances in which:

(a) a Respondent is not invited to participate in any subsequent process as part of or following completion of this RFT process;

(b) this RFT or RFT process is varied including when paragraph 5.2.1 of this RFT applies;

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(c) Finance or the Commonwealth (in its other capacities) decides to terminate this RFT process or not to contract for all, or any, of the requirements;

(d) Finance or the Commonwealth (in its other capacities) exercises or fails to exercise any of its rights under or in relation to this RFT;

(e) a Tender, enquiry or any other material or communication relevant to this RFT, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised; or

(f) the Respondent suffers any loss, damage, cost or expense arising from any information or representation, actual or implied, contained in or omitted from this RFT, or by reason of any reliance by any person on such information or representation.

9.15.3 Paragraph 9.15.2 does not apply to any valid claims by the Respondent against Finance or the Commonwealth under the GPJR Act.

9.15.4 Each Respondent, in lodging a Tender, releases Finance and the Commonwealth from any claim it might otherwise have been able to bring against Finance or the Commonwealth, arising out of or in connection with any of the following:

(a) Finance's or the Commonwealth's conduct of, or failure to conduct, this RFT process in any manner or at all;

(b) the Commonwealth's entering into, or failing to enter into, any resultant Head Agreement or Deed of Variation in any manner at all;

(c) Finance's exercising or failing to exercise its discretion to add to, vary or modify or amend this RFT; or

(d) any issues with lodgement of an enquiry by the Enquiry Cut-off Date or a Tender by the Closing Time.

9.16 Offers and Acceptance of Offer

9.16.1 Submitting a Tender will constitute an offer by a Respondent to provide the Offered Services on the terms and conditions set out in Attachment C – Head Agreement.

9.16.2 The offer by the Respondent is capable of being accepted for a period of not less than the Tender Validity Period described in paragraph 9.9 of this RFT.

9.16.3 A Tender is not taken to have been accepted unless and until a Head Agreement or a Deed of Variation has been executed by the Respondent and the Commonwealth.

9.16.4 Acceptance of a Tender and entry into a Head Agreement or a Deed of Variation does not indicate any obligation on the Commonwealth or any Entity to source a minimum amount of, or any, Services from a Respondent.

9.17 Termination of RFT Process

9.17.1 Without limiting any of its rights under this RFT, at law or otherwise, Finance may, in its absolute discretion, suspend, defer, reduce scope, amend, or terminate this RFT process at any time if Finance determines that:

(a) it is in the public interest to do so;

(b) Finance is required by law to do so;

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(c) no Tender represents value for money;

(d) no conforming or compliant Tenders are received;

(e) the Commonwealth's requirements have changed so as to make this RFT or part of this RFT redundant, unachievable within the scope of the Services or if to continue, would be inconsistent with Finance or Commonwealth policy;

(f) no Respondent is sufficiently capable of meeting the terms and conditions in **Attachment C – Head Agreement**; or

(g) termination of this RFT would be in line with any policy decision of the Australian Government.

9.17.2 If Finance suspends, defers, reduces scope, amends or terminates this RFT process, then Finance will:

(a) notify Respondents to this effect; and/or

(b) issue an Addendum in accordance with paragraph 5.2.1 of this RFT.

9.18 Finance's Additional Discretions

9.18.1 Notwithstanding anything else contained in this RFT and without limiting its rights at law or otherwise, Finance may:

(a) alter, vary or amend any part of this RFT (including the attachments outlined in paragraph 3.2.1 of this RFT);

(b) accept a Tender without prior notice to any other Respondent;

(c) seek amended Tenders from any one or more Respondent(s) or Preferred Respondent(s), or allow any Respondent to amend its Tender;

(d) select any number of Respondents as Successful Respondents and/or Preferred Respondent(s);

(e) call for a further pricing offer on any aspect of a Tender either from Respondents or Preferred Respondents (this discretion should not detract from Respondents submitting their best offers in response to this RFT);

(f) suspend or defer this RFT process, or any part of it or activity in connection with this RFT process, at any time;

(g) remove any Respondent from consideration at any time after the Closing Time;

(h) exclude from consideration any Tender which is, in the opinion of Finance, incomplete or clearly not competitive;

(i) exclude a Tender which is not demonstrating an acceptable level of capability, experience, quality or compliance against any of the Evaluation Criteria;

(j) use any relevant information obtained by Finance in relation to a Tender (provided in the Tender itself, otherwise through this RFT or by independent enquiry) in the evaluation of Tenders;

(k) use any part of a Tender to evaluate any aspect of the Tender and any of the Evaluation Criteria;

(l) require additional information or clarification from any Respondent or anyone else, or provide additional information or clarification;

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(m) provide any clarification of the meaning of the content of this RFT or amendments or re-issue documents to all Respondents;

(n) enter or not enter into negotiations with one or more Respondents and discontinue those negotiations at any time for any reason;

(o) exclude a Tender if, in the opinion of Finance;

(i) the financial viability of the Tenderer; or

(ii) the negotiation of any resultant Head Agreement that is acceptable to Finance;

poses an unacceptable risk to the Commonwealth;

(p) allow, or refuse to allow, a Respondent to enter into a Head Agreement in the name of a different legal entity to that which submitted the Tender;

(q) waive or vary any obligation of any Respondent under this RFT;

(r) allow or not allow a Related Body Corporate of a Respondent or other entity to take over a Tender in substitution for the original Respondent;

(s) remove or add any Entities to the scope of this RFT, whether during this RFT process or following the completion of this RFT process;

(t) seek and/or contact any client reference, whether or not nominated by the Respondent;

(u) publish or disclose the names of any Successful Respondents as a result of the evaluation of the Tenders;

(v) conduct a subsequent procurement process in relation to all or any part of the Services described in this RFT and utilise information provided or obtained under or in connection with this RFT process for that purpose;

(w) exclude a Tender from consideration if the Respondent does not agree to the terms and conditions of the Head Agreement at Attachment C without amendment; and

(x) if the Respondent is an existing Service Provider does not agree to enter into a Deed of Variation to vary their Head Agreement to reflect the terms and conditions of the Head Agreement at Attachment C.

Note: Service Providers who have already entered into a Head Agreement with Finance for Management Advisory Services to the Australian Government and are selected as a Successful Respondent through this RFT process will have their Head Agreement varied to reflect the terms and conditions in **Attachment C - Head Agreement**. Details of the amendments that we be included in the variation are provided in **Attachment D – Head Agreement Amendments.**

9.18.2 Finance may reject any Tender submitted by a Respondent that is engaging, or has engaged, in any conduct that contravenes any laws or contravenes the conditions set out in this RFT.

9.18.3 Finance may reject any Tender that is submitted subject to any form of approval, such as Chief Executive Officer or Board approval.

9.19 Commonwealth's Confidential Information

9.19.1 Respondents should not, except in accordance with paragraph 9.19.2 of this RFT:

(a) directly or indirectly copy or record; or

(b) disclose to any person,

any information that is confidential information of the Commonwealth, Finance, an Entity, or a third party acquired or obtained by a Respondent in the course of preparing its Tender, or any documents, data or information provided by Finance and which Finance indicates is confidential or which Respondents know or ought reasonably to know is confidential, except as required by law or the rules of any stock exchange to be disclosed.

9.19.2 Respondents may only copy, record or disclose information referred to in paragraph 9.19.1 of this RFT to Respondent's personnel, a Related Body Corporate, or an officer, employee, or subcontractor of a Related Body Corporate, or a person assisting the Respondent, to the extent that the person to whom that information is disclosed needs to know the information for the purposes of the Respondent:

(a) determining whether to respond to this RFT;

(b) responding to this RFT; or

(c) negotiating any Head Agreement or Deed of Variation arising out of this RFT,

and provided that the Respondent obtains from such other person an undertaking for, or the person is otherwise subject to, the same obligations of confidentiality as are applicable to the Respondent in accordance with paragraph 9.20 of this RFT.

9.19.3 Finance may, in its sole and absolute discretion, exclude from further consideration any Tender submitted by a Respondent that has engaged in any behaviour contrary to paragraphs 9.19.1 or 9.19.2 of this RFT.

9.20 Respondent's Confidential Information

9.20.1 Subject to paragraphs 9.20.2 and 9.20.3 of this RFT, for the duration of this RFT process until the execution of a Head Agreement or a Deed of Variation with any Successful Respondents, Finance will treat as confidential any information provided by a Respondent.

9.20.2 Finance may disclose a Respondent's confidential information to the extent that the information is:

(a) disclosed by Finance to its advisers, officers, employees or subcontractors, or to an officer, employee or adviser of an Entity, in order to conduct this RFT process or to prepare, manage and review the performance and implementation of any resultant Head Agreement or Deed of Variation;

(b) disclosed to Finance's internal management and senior personnel, including to enable effective management or auditing of this RFT process;

(c) disclosed by Finance to the Minister for Finance, the Cabinet or a responsible Minister for an Entity;

(d) disclosed by Finance in response to a request made by a House or a Committee of the Parliament of the Commonwealth of Australia;

(e) disclosed by Finance in response to a request made by the Auditor-General, or by a person authorised by the Auditor-General;

(f) disclosed by Finance within Finance, or to an Entity if this serves the Commonwealth's legitimate interests;

(g) authorised or required by law to be disclosed;

(h) in the public domain otherwise than due to a breach of the relevant obligations of confidentiality; or

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(i) disclosed in accordance with paragraph 9.13.1(e) to a referee whose details have been provided by the Respondent.

9.20.3 Finance may also disclose information to the appropriate regulatory authority because of suspected collusive or anti-competitive behaviour.

9.20.4 If a Respondent wishes for information:

(a) contained in its Tender;

(b) provided otherwise in connection with this RFT; or

(c) contained in, or obtained or generated in performing, any resultant Head Agreement, which may be included in any resultant Head Agreement,

to be protected as confidential information if it is selected as a Successful Respondent, the Respondent must identify in its Tender, under the Confidential Information tab of the Tender Response Questionnaire, the information the Respondent considers should be protected as confidential information and the reasons why. To avoid doubt, the Respondent only needs to identify information that may be included in any resultant Head Agreement, and not other information which would not be relevant to include in the Head Agreement (as the confidentiality of this information is covered by paragraph 9.20.6(b)).

9.20.5 Without limitation, information which will not be included in the Head Agreement includes a Respondent's Referee Endorsements and referee details, examples detailing previous experience delivering relevant services, corporate structure, previous or current customers and information on the financial position and viability of the Respondent.

Note:

Information about confidentiality in the procurement cycle is available at https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle

Finance will assess any claims for confidentiality against the criteria in the Confidentiality Test set out in the Confidentiality throughout the Procurement Cycle guidance linked above.

As stated in this guidance, categories of information that may meet the requirements of the Confidentiality Test include:

- internal costing information or information about profit margins;
- proprietary information, for example information about how a particular technical or business solution is to be provided that may compromise the supplier's commercial interests elsewhere, including competing in future tender processes;
- pricing structures (where this information would reveal whether a potential supplier was making a profit or loss on the supply of a particular good or service);
- artistic, literary or cultural secrets. These may include photo shoots, historic manuscripts, or secret Indigenous culture; and
- intellectual property including trade secrets and other intellectual property matters where they relate to a potential supplier's competitive position.

Commercial information that would not generally be considered to be confidential include:

- performance and financial guarantees;
- indemnities;
- the price of an individual item or group of items;
- rebates, liquidated damages and service credits;
- performance measures;
- clauses which describe how intellectual property rights are to be dealt with; and
- payment arrangements.

Note: Finance will make the Fees of Successful Respondents available to Entities.

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9.20.6 Following the entering into of any Head Agreement or Deed of Variation, Finance will:

(a) where Finance has agreed to information being confidential under paragraph 9.20.4, keep information contained in the Successful Respondents' Tender that is subsequently incorporated into any Head Agreement, and information contained in, or obtained or generated in performing, the Head Agreement confidential in accordance with the terms of the relevant Head Agreement;

(b) keep information contained in the Successful Respondents' Tender that is not subsequently incorporated into any Head Agreement entered into with the successful Respondent confidential in accordance with this RFT; and

(c) keep information contained in any Unsuccessful Respondents' Tender confidential in accordance with this RFT.

9.20.7 In considering whether to agree to keep information confidential under any resultant Head Agreement, Finance will have regard to principles on confidentiality throughout the procurement cycle. These principles are available at: Confidentiality throughout the Procurement Cycle | Department of Finance.

9.20.8 Respondents should note that Finance is required to publish whether the Head Agreement entered into with each Successful Respondent contains confidentiality provisions, and if so, the reasons for confidentiality.

9.20.9 Respondents should also note that in accordance with the Commonwealth Procurement Rules (**CPRs**) non-corporate Commonwealth entities and prescribed corporate Commonwealth entities must report contracts on AusTender, within 42 calendar days of entering into the contract, when it is valued at $10,000 or more (including GST) for a non-corporate Commonwealth entity contract and $400,000 or more (including GST) for a prescribed corporate Commonwealth entity contract that is not for the procurement of construction services. Information to be published must include Commonwealth details, supplier details, contract details, contract value, description, start and end dates and the existence of any confidentiality requirements.

9.20.10 These requirements at paragraph 9.20.9 also apply to the Head Agreement entered into with any Successful Respondents.

9.20.11 Successful Respondents are required to inform relevant Subcontractors that the Subcontractor's participation in fulfilling an agreement may be publicly disclosed.

9.21 Use of Tender Documents

9.21.1 Subject to paragraph 9.22 of this RFT, Respondents submit Tenders on the basis that all Tenders and any other documentation provided by Respondents to Finance will become the property of Finance upon submission or provision to Finance.

9.21.2 Finance will retain all information and documents submitted in response to this RFT:

(a) to enable evaluation of Tenders and to respond to any dispute about this RFT;

(b) to comply with obligations relating to accountability and record keeping;

(c) for the purposes of this RFT process and the preparation and management of any resultant Head Agreement or Deed of Variation; and

(d) for any other purpose permitted by this RFT.

9.22 Intellectual Property Rights in Respect of Tenders

9.22.1 Intellectual property rights that exist in a Tender remain the property of the Respondent.

9.22.2 Each Respondent licenses Finance, the Commonwealth and it officers, employees, agents, advisers, Ministers and their staff and other Government representatives, to use, copy, adapt, modify, or disclose all or part of its Tender or do anything else to all material, including material which is subject to intellectual property rights of the Respondent or any other person, contained in the Tender which Finance considers necessary for the purpose of:

(a) evaluating and clarifying their Tender;

(b) evaluating any subsequent offer;

(c) negotiating any resultant Head Agreement or Deed of Variation;

(d) managing any resultant Head Agreement with any Successful Respondents;

(e) referring any material suggesting collusion by Respondents to the Australian Competition and Consumer Commission (**ACCC**) and the use by the ACCC of that material to conduct any review it deems necessary;

(f) anything else related to the above purposes, including audit and complying with Governmental and parliamentary reporting requirements including requests for information by Parliament or Parliamentary Committees, the Auditor-General or the Australian National Audit Office; and

(g) responding to any dispute about this RFT.

9.23 Restrictions on Advertising and Public Statements

9.23.1 Except with the prior written approval of Finance, Respondents must not, at any time during this RFT process or subsequently, publish any statement or make any public statement (including by means of advertisement or otherwise) making any reference to this RFT process. This includes Respondents discussing any aspect of this RFT with the media.

9.23.2 Finance may, at its discretion, exclude the Tender from further consideration at any time where Finance considers this restriction has not been complied with.

9.23.3 Participation in this RFT process does not limit a Respondent's rights to comply with any law or rule of a stock exchange.

9.24 False or Misleading Claims

9.24.1 Respondents should not engage in misleading or deceptive conduct or make false or misleading claims, statements or omissions in relation to their Tender or this RFT process.

9.24.2 If Finance considers that a Respondent has made false or misleading claims, statements or omissions, or has engaged in misleading or deceptive conduct, including if:

(a) any statement in its Respondent's Declaration is found to be false or misleading; or

(b) the Respondent fails to disclose information in its Tender that is requested to be disclosed by this RFT (for example, the existence of relevant legal Proceedings),

Finance may reject at any time, any Tender submitted by or on behalf of that Respondent.

9.24.3 Respondents should note that giving false or misleading information to Finance is a serious offence under Division 137 of the Schedule to the *Criminal Code Act 1995* (Cth).

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9.25 Anti-competitive Conduct

9.25.1 Respondents and their respective officers, employees, agents and advisors should not engage in any anti-competitive conduct, coercive conduct or any other unlawful or unethical conduct that contravenes any law, with any other Respondent or any other person in relation to the preparation of their Tender or this RFT process.

9.25.2 Respondents must not engage in any collusive or cartel conduct, including any consultation, communication, contract, arrangement or understanding, with any competitor other than, and in accordance with law:

(a) when certain joint venture arrangements exist between the Respondent and a competitor;

(b) when the Respondent and a competitor have an agreement that has been authorised by the ACCC; or

(c) when the Respondent has communicated with a competitor for the purpose of subcontracting for the provision of a portion of the Services, and provided that the communication with that competitor is limited to the information required to facilitate that particular subcontract.

9.25.3 If Finance suspects conduct described in paragraph 9.25.1 or 9.25.2 of this RFT has occurred, it may notify the appropriate regulatory authority and provide that authority with information regarding the Respondent and its conduct. The provision of such information will not be taken to be an infringement of any obligation of confidentiality to the Respondent.

9.25.4 In addition to any other remedies available under any law, Finance may, in its sole and absolute discretion, exclude a Respondent from further consideration under this RFT if the Respondent, or any corporation or person, including directors or senior managers associated with their Tender, have ever contravened the anti-competitive conduct provisions in Part IV of the *Competition and Consumer Act 2010* (Cth) or equivalent laws in Australia or overseas or otherwise engages or has engaged in collusive tendering, anti-competitive conduct or any other similar conduct in relation to the preparation of its Tender or this RFT process.

9.26 Unlawful Inducements

9.26.1 Respondents and their respective officers, employees, agents or advisers should not violate any applicable laws or Commonwealth policies regarding offering inducements in connection with the preparation of their Tender or this RFT process.

9.26.2 Respondents should not engage in, or procure or encourage others to engage in, activity that would result in a breach of the Lobbying Code of Conduct.

9.26.3 In addition to any other remedies available under any law or any contract, Finance may, at its absolute discretion and at any time, immediately reject any Tender submitted by a Respondent that has engaged in behaviour contrary to paragraph 9.26.1 or paragraph 9.26.2.

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9.27 Improper Assistance from Commonwealth or ex-Commonwealth Staff

9.27.1 Each Respondent must arrange for a partner, director or other appropriately authorised officer (being the Respondent's Authorised Representative) to declare in its Respondent's Declaration that its Tender has not been prepared with the improper assistance of any Commonwealth officer or employee or the use of any information obtained unlawfully or in circumstances that constitute a breach of confidentiality or fidelity on the part of that person or a breach of sections 122.4 and 122.4A of the Criminal Code which is a Schedule to the *Criminal Code Act 1995* (Cth) or the *Public Service Act 1999* (Cth) or information otherwise improperly obtained from Finance or any other department or Commonwealth Entity, or from an employee, ex-employee, contractor or ex-contractor of Finance, or any other department or Commonwealth Entity.

9.27.2 Respondents should not communicate with or solicit information concerning or directly relating to this RFT from employees, consultants, contractors, or former employees, consultants or contractors of Finance or the Commonwealth, other than through the Request Manager.

9.27.3 In addition to any other remedies available under law, Finance may reject at any time any Tender that has been compiled with:

(a) the improper assistance of:

(i) employees or contractors of Finance, or any other Commonwealth Entity; or

(ii) ex-employees or ex-contractors of Finance, or any other Commonwealth Entity; or

(b) any assistance from an employee or contractor of Finance, or ex-employee or ex-contractor of Finance who has worked in Finance within the last six months.

9.28 Court Proceedings involving the Respondent

9.28.1 Respondents must provide details of:

(a) any court or alternative dispute resolution Proceedings that are taking place, pending or threatened (either in Australia or overseas) concerning the Respondent; and

(b) any investigations, or any court Proceedings that the Respondent is subject to in relation to a possible or actual breach of any legislation, or any previous breach of any legislation within the past two (2) years.

9.29 Governing Law

9.29.1 This RFT is to be interpreted in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory. The courts of the Australian Capital Territory have non-exclusive jurisdiction to decide any matter related to this RFT.

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10. Commonwealth Legislative and Policy Requirements

10.1 Ethical conduct of Respondents and Service Provider

10.1.1 Commonwealth policy is to engage in the highest standards of ethical behaviour and fair dealing throughout this RFT process. Finance requires the same standards from those with whom it deals. Respondents should not act in an unethical or improper manner or contrary to any law. Ethics is considered to encompass, at a minimum: honesty, integrity, probity, diligence and fairness. Ethical behaviour also extends to not making improper use of an individual's position or benefiting from practices which may be dishonest, unethical or unsafe.

10.1.2 Finance may exclude from consideration any Respondent which, in Finance's reasonable opinion, has engaged in any unethical or improper behaviour, or any behaviour that is contrary to any law. Finance may refer the matter to the relevant Commonwealth, State or Territory authorities. This right is in addition to any other remedies Finance may have under law, or under or in relation to any Head Agreement entered into with the Successful Respondent(s).

10.1.3 When a Service Provider is undertaking work for or on behalf of Finance or the Commonwealth, they should uphold similar values and behaviours to those expected of public officials in the APS Values (APS Values | Australian Public Service Commission (apsc.gov.au)). This is always important, but particularly relevant where a supplier interacts with, or provides services to, the Australian public.

10.1.4 Service Providers must conduct themselves in a manner that is fair, professional and will not bring the Commonwealth or Finance into disrepute. Service Providers must ensure that they have appropriate controls in place to identify, prevent and report such activities.

10.1.5 Service Providers are responsible for monitoring their employees, sub-contractors and supply chains ethical conduct. Service Providers are expected to self-assess their conduct and undertake timely and appropriate action to address both real and perceived deficiencies in their conduct.

10.1.6 Where requested by the Commonwealth, Respondents and Service Providers must be able to demonstrate they have appropriate policies, frameworks, or similar, in place regarding ethics, governance and accountability to comply with these expectations. Failure to adhere to the Commonwealth Supplier Code of Conduct (as published on 1 July 2024, as updated from time to time) may result in remedial action and/or termination in accordance with contractual provisions.

10.1.7 The Commonwealth may request information to monitor Service Providers' ethical behaviour and, where appropriate, that of their sub-contractors, throughout any Head Agreement Period.

10.1.8 The Accountable Authority of Finance is responsible for the procurement decisions undertaken by Finance. In undertaking a procurement, Finance shall consider whether the reputation and behaviour of Respondents needs to be factored into this Tender. In doing so, Finance may consider the nature of the work to be conducted, sensitivities and risks arising from the reputation of the Respondent, the technical expertise of the Respondent, and market competition.

10.1.9 Paragraph 10.18 of the CPRs permits Finance to exclude a Respondent on grounds such as bankruptcy, insolvency, false declarations, or significant deficiencies in performance of any substantive requirement or obligation under a prior contract.

10.1.10 Finance shall not seek to benefit from supplier practices that may be dishonest, unethical or unsafe. Dishonest, unethical or unsafe supplier practices may include tax avoidance, fraud, corruption, exploitation, unmanaged conflicts of interest and modern slavery practices.

10.1.11 For example, Finance will not enter into contracts with Respondents who have had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and who have not satisfied any resulting order. When approaching the market Finance officials will seek declarations from all Respondents confirming that they have no such unsettled orders against them (refer CPR paragraph 6.7).

10.1.12 Finance officials shall also make reasonable enquiries that the procurement is carried out considering relevant regulations and/or regulatory frameworks, including but not limited to Respondents' practices regarding (refer CPR paragraph 10.19):

(a) labour regulations, including ethical employment practices;

(b) workplace health and safety; and

(c) environmental impacts.

10.1.13 Appropriate due diligence activities, commensurate with the scale, scope and risk of the procurement, should be undertaken by Entities to ensure information provided by Respondents and Service Providers is current and accurate. Finance publishes guidance for Commonwealth entities on Ethics and Probity in Procurement on the Finance Procurement website.

10.2 Compliance with Legislation and Policies

10.2.1 Respondents are required to comply with all applicable laws and Commonwealth policies in their participation in this RFT process, and in the provision of the Services under any resultant Head Agreement.

10.2.2 Respondents should familiarise themselves with relevant laws and Commonwealth policies that are applicable to this RFT and any resultant Head Agreement. Each Respondent should obtain, and will be deemed to have obtained, its own advice on the impact of all laws and policies relevant to participation in this RFT process and any resultant contract with the Successful Respondent.

10.2.3 Respondents are required to indicate their compliance or otherwise with all applicable legislation in the Tender Response Questionnaire under the "Commonwealth Policy Requirements" tab.

10.3 Workplace Gender Equality Act 2012 (Cth)

10.3.1 Commonwealth policy prevents the Commonwealth from entering into contracts with suppliers who are non-compliant under the *Workplace Gender Equality Act 2012* (Cth) (WGE Act). The Head Agreement requires that the Successful Respondent must comply with its obligations, if any, under the WGE Act.

10.3.2 Respondents must indicate in the Tender Response Questionnaire, under the "Commonwealth Policy Requirements" tab, whether or not the organisation is a 'relevant employer' under the WGE Act and, if they are a 'relevant employer', provide a current letter of compliance as part of their Tender submission, or prior to entering into a Head Agreement.

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10.4 Employee Entitlements

10.4.1 Under Australian Government policy, the Commonwealth must not enter into a contract with a Respondent who has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements, who have not satisfied any resulting order. Respondents are required to make a declaration in the Respondent's Declaration that there are no such unmet orders.

10.5 Indigenous Procurement Policy

10.5.1 Respondents should note that the Indigenous Procurement Policy applies to this RFT. It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).

10.5.2 The Respondent acknowledges that if any resultant Contract under the Head Agreement is a High Value Contract, the Mandatory Minimum Requirements for Indigenous participation will apply. See clause 16.4 of the Head Agreement for more information.

10.5.3 In this paragraph 10.5:

(a) **High Value Contract** has the meaning in the Indigenous Procurement Policy;

(b) **Indigenous Procurement Policy** means the policy of that name, as amended from time to time, available on the Indigenous Procurement Website available at: https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp); and

(c) **Mandatory Minimum Requirements** means the mandatory minimum Indigenous participation requirements imposed for High Value Contracts by the Indigenous Procurement Policy.

10.6 Shadow Economy Procurement Connected Policy

10.6.1 The Shadow Economy Procurement Connected Policy applies to this procurement. Details about this policy are available on The Treasury's website at Shadow Economy Procurement Connected Policy | Treasury.gov.au.

10.6.2 As required under clause 11(a) of the policy, the policy applies to the process to establish a panel arrangement when the total value of orders under the arrangement are collectively estimated to be $4 million or more including GST.

10.6.3 Finance may request further information from a Respondent during the RFT process to comply with clause 6(d) of the policy, including requesting the Respondent to provide a Valid and Satisfactory STR for its entity type and applicable subcontractors:

(a) prior to finalisation of the Evaluation Process and offer to enter into a Head Agreement; and

(b) at the time the Head Agreement is awarded.

10.6.4 Information about how to apply for a Statement of Tax Record is provided on the Australian Taxation Office's website at: https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/.

10.6.5 Finance has prepared some guidance to assist Respondents to understand the requirements of the Shadow Economy Procurement Connected Policy. This guidance is provided at **Attachment H – Guidance on the Shadow Economy Procurement Connected Policy** of this RFT.

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10.6.6 The Successful Respondent must:

(a) at the commencement of the Head Agreement and at all times during the term of the Head Agreement hold all Valid and Satisfactory STR(s) required for its entity type; and

(b) on request by Finance, provide to Finance a copy of any such STR(s).

10.6.7 Any failure by the Successful Tenderer to comply with the requirements outlined in clause 10.6.6 will be a breach of the Head Agreement.

10.7 Modern Slavery Act 2018 (Cth)

10.7.1 Finance is committed to ensuring compliance with the *Modern Slavery Act 2018* (Cth) (**Modern Slavery Act**) through the national Modern Slavery Reporting Requirement. More information on this policy can be found at Modern slavery | Attorney-General's Department (homeaffairs.gov.au).

10.7.2 The Modern Slavery Act defines modern slavery as including 8 types of serious exploitation:

(a) trafficking in persons;

(b) slavery;

(c) servitude;

(d) forced marriage;

(e) forced labour;

(f) debt bondage;

(g) deceptive recruiting for labour or services; and

(h) the worst forms of child labour.

10.7.3 The Respondent must take reasonable steps to identify, assess and address risks of modern slavery practices in the operations and supply chains used in the provision of the Services.

10.7.4 Finance may request in writing for Respondents to provide any information in relation to the Respondent or its proposed subcontractors, that is necessary to enable the Commonwealth to satisfy its obligations under the Modern Slavery Act.

10.7.5 The Respondent must complete the required question on modern slavery in the Tender Response Questionnaire as part of their response in the 360 Public Portal in relation to the Respondent and its subcontractors.

10.8 Country of Tax Residency Declaration

10.8.1 Commonwealth policy requires Respondents for Australian Government contracts worth more than $200,000 to disclose their country of tax residency (including their ultimate parent entity's country of tax residence), as part of the general business identifier information required in the RFT process.

10.8.2 This requirement applies to all businesses (not just Australian businesses) tendering for a Commonwealth Government procurement contract.

10.8.3 More information can be found at Country of tax residency disclosures | Treasury.gov.au.

10.9 Australian Industry Participation Plan

10.9.1 Respondents should note that, where a Contract formed under the Head Agreement is valued at $20 million or more (GST inclusive) and where stated in the Contract, the Australian Industry Participation National Framework principles, including requirements for an Industry Participation Plan may apply. More information on AIP plan requirements can be found at https://www.industry.gov.au/regulations-and-standards/australian-industry-participation.

10.10 Payment Times Procurement Connected Policy

10.10.1 It is Commonwealth policy to ensure providers operating in the supply chains of Australian Government procurement contracts are not left waiting for payments from large businesses (annual income of over $100 million). The Payment Times Procurement Connected Policy can be found at Payment Times Procurement Connected Policy | Treasury.gov.au.

10.10.2 Respondents should note that, where a Contract formed under the Head Agreement is valued over $4 million (GST inclusive) and the Respondent is a large business (annual income of over $100 million), the Respondent will be required to pay their subcontracts valued up to $1 million within 20 calendar days.

10.10.3 If the Successful Respondent is a Reporting Entity, that Respondent agrees to be subject to the requirements of the Payment Times Procurement Connected Policy, as relevant to the Head Agreement.

10.11 Australian National Audit Office

10.11.1 The Auditor-General has statutory powers to obtain information in respect of the Commonwealth. The *Auditor-General Act 1997* (Cth) provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.

10.11.2 In addition to the Auditor-General's powers under the *Auditor-General Act 1997* (Cth), Successful Respondents will be required to provide the Auditor-General or an authorised person, access to information, documents, records and its assets, including those on the Respondent's premises. This will be required at reasonable times on giving reasonable notice for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Respondent, its employees, agents or subcontractors, and which are related to the Head Agreement or a Contract.

10.11.3 Such access will apply for the Head Agreement Period and for a period of seven years from the date of expiration or termination.

10.11.4 Respondents 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 Tender.

10.12 Freedom of Information

10.12.1 The attention of Respondents is drawn to the *Freedom of Information Act 1982* (Cth) (the **FOI Act**), which gives members of the public a right of access to documents in the possession of the Commonwealth, unless exempted. The attention of Respondents is also drawn to the *Australian Information Commissioner Act 2010* (Cth), which provides for the establishment of the Office of the Australian Information Commissioner to perform the FOI functions.

10.12.2 Respondents should obtain, and will be deemed to have obtained, their own independent, professional advice on the impact of this legislation on their participation in this RFT process.

10.12.3 Respondents should note that under the FOI Act, Finance may be required to publish certain information in the possession of its contracted service providers and their subcontractors on its website where it would not be unreasonable to publish the information. Finance may therefore require its contracted service providers and their subcontractors to provide information necessary to enable Finance to meet any reporting obligations it has under the FOI Act.

10.13 Buy Australian Plan, Environmental Sustainability, and Benefits to the Australian Economy

10.13.1 The Buy Australian Plan aims to use Commonwealth procurement as a major economic lever to grow the local economy and strengthen our domestic industry and manufacturing capability. The Buy Australian Plan can be found at: Buy Australian Plan | Department of Finance.

10.13.2 Commonwealth policy requires Finance to consider the environmental sustainability of the proposed goods and services and the economic benefit of the procurement to the Australian economy as part of its value for money assessment (refer to paragraphs 4.7 and 4.8 of the CPRs).

10.13.3 Respondents are required to provide information about the environmental sustainability in providing the Offered Services and indicate how their Offered Services provides a benefit to the Australian economy in their Tender in the Tender Response Questionnaire under the "Commonwealth Policy Requirements" tab. Further guidance in relation to these requirements is set out in **Attachment G – Sustainable Procurement and Economic Benefits to the Australian Economy.**

10.14 Standards

10.14.1 The Respondent must ensure that any Offered Services proposed comply with all applicable Australian standards (or the applicable international standards, if there are no applicable Australian standards). Respondents should note that they may be required to enable the Entity, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards.

10.15 Archives Requirements

10.15.1 The Head Agreement will require the Respondent to comply with the requirements of the *Archives Act 1983* (Cth) (**Archives Act**) and any Records Disposal Authority in respect of Commonwealth Records which are under the custody or control of the Respondent.

10.15.2 In this paragraph 10.15, **Commonwealth Records** and **Records Disposal Authority** have the same meaning as in the Archives Act.

10.16 Tax and GST

10.16.1 Each Respondent should obtain, and will be deemed to have obtained, its own tax advice, including in respect of the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth).

10.17 Supplier Code of Conduct

10.17.1 The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability. To this end, the Supplier Code of Conduct outlines the Commonwealth's minimum expectations of its suppliers and their subcontractors while under contract with the Commonwealth.

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10.17.2 The Supplier Code of Conduct can be found at: Commonwealth Supplier Code of Conduct | Department of Finance.

10.17.3 Without limiting the requirements in paragraph 10.1, Respondents must ensure they comply with the Supplier Code of Conduct if they are selected by Finance as a Successful Respondent.

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Part D – Evaluation of Tenders

11. Evaluation Process

11.1 Tender Evaluation Team

11.1.1 A Tender Evaluation Team will be established to evaluate Tenders received in response to this RFT. Finance may appoint advisers to assist the Tender Evaluation Team.

11.2 Evaluation Overview

11.2.1 Following the Closing Time, Tenders will be evaluated in the manner described in this **Part D – Evaluation of Tenders**.

11.2.2 The Tender Evaluation Team will evaluate Tenders in order to identify the Respondents that it considers can provide the Offered Services in a manner that achieves the best value for money for the Commonwealth, in accordance with:

(a) the Evaluation Criteria set out in this RFT;

(b) the Commonwealth Procurement Rules, including procurement policies (as applicable); and

(c) the process described in this RFT.

11.2.3 The Tender Evaluation Team will undertake the evaluation using a staged process as described in Table 3.

Table 3 – Evaluation Stages

Stage	Description
Stage 1	Initial screening for compliance
Stage 2	Detailed Evaluation
Stage 3	Financial Analysis
Stage 4	Value For Money assessment
Stage 5	Final determination
Risk assessment	Will be conducted throughout the Evaluation Process
Verification Activities	May occur at any stage of the Evaluation Process

11.2.4 With the exception of Stage 1 - Initial Screening for Compliance and Stage 2 – Detailed Evaluation, Finance may conduct some or all of the processes set out in this **Part D – Evaluation of Tenders** at the same time or in a different order to that stated, if required, so that an efficient and appropriate VFM Assessment is undertaken.

11.2.5 The Tender Evaluation Team may set aside or reject a Tender at any time, on the basis that:

(a) the Tender does not demonstrate an acceptable level of capacity, capability, experience, quality or compliance against any of the Evaluation Criteria;

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(b) it has become clear to the Tender Evaluation Team that the Respondent has not provided adequate information or there are other reasons (including technical, financial, commercial, legal or risk related reasons) why the Respondent is clearly not competitive;

(c) the Tender or the Respondent does not comply with a term or requirement of this RFT that is expressed to be mandatory; or

(d) the Tender is clearly uncompetitive when compared with the other Tenders received.

11.2.6 The Tender Evaluation Team will evaluate primarily on the basis of the information contained in Tender. However, the Tender Evaluation Team may also:

(a) consider additional information not provided in a Tender, including information available through Verification Activities;

(b) make independent enquires about any matters that may be relevant to the evaluation of a Tender;

(c) decide not to assess information in a Tender which is not specifically required by this RFT, such as marketing information supplied with a Tender or information that is accessed via a link embedded in the Tender; and

(d) use information from any part of a Tender in the assessment of the Tender during the Evaluation Process.

11.3 Stage 1: Initial Screening for Compliance

11.3.1 Each Tender will initially be assessed to determine:

(a) whether it has been properly submitted by the Closing Time (or Finance has accepted the Tender under paragraph 9.6 of this RFT);

(b) whether it appears incomplete or electronically corrupt;

(c) its compliance with the Conditions for Participation;

(d) its compliance against the Minimum Content and Format Requirements; and

(e) whether the Respondent has agreed to the terms and conditions of the Head Agreement at Attachment C or to enter into a Deed of Variation to vary their Head Agreement to reflect the terms and conditions of the version of the Head Agreement at **Attachment C**.

11.3.2 Tenders that are assessed as compliant in accordance with paragraph 11.3.1 of this RFT will proceed to Stage 2 – Detailed Evaluation. Finance may exercise its right under paragraph 9.18.1(w) to exclude Tenders that are assessed as non-compliant with paragraph 11.3.1(e).

11.3.3 If a Tender is excluded from further consideration in the Stage 1 – Initial Screening for Compliance process, the Respondent will be advised in writing that its Tender has been excluded, outlining the reasons for such a decision.

11.4 Stage 2: Detailed Evaluation

11.4.1 The Tender Evaluation Team will conduct a detailed assessment of the information provided by the Respondent in its Tender.

11.4.2 Tenders will be assessed against the following Evaluation Criteria which are not weighted:

(a) the extent to which the Respondent demonstrates its capability and capacity to provide the Offered Services to the Australian Government; and

(b) the extent to which the Respondent demonstrates its organisational experience, or where organsational experience cannot be provided, its personnel's experience, within the last 5 years providing the Offered Services to the Australian Government, other governments and/or large corporate organisations, which will take into account:

(i) the examples provided by the Respondent to demonstrate its organisational experience, or where organisational experience cannot be provided, examples to demonstrate its personnel's experience, and how the experience relates to the definition of Management Advisory Services; and

(ii) the Referee Endorsements submitted for the Respondent and/or its personnel and the extent to which these Referee Endorsements support the Respondent's or its personnel's claimed experience.

11.4.3 The Tender Evaluation Team will also consider any risks inherent in the Respondent's response and the results of any Verification Activities (as relevant for this Stage).

Statement of Tax Record (STR)

Note: Due to the expected significant volume of Respondents to this RFT, and to minimise delays during evaluation, Finance will commence assessments of a Respondent's compliance with the Shadow Economy Procurement Connected Policy at the commencement of Stage 2: Detailed Evaluation.

11.4.4 A Respondent must:

(a) hold all Valid and Satisfactory STR(s) required for the Tenderer's entity type; and

(b) hold a copy of all Valid and Satisfactory STR(s) required to be held by any first tier Subcontractor that it proposes, as part of its Tender, to engage to deliver goods or Services with an estimated value of $4 million or more (GST inclusive) if known at the time of submission.

(c) submit with its Tender all Valid and Satisfactory STR(s) required for the Respondent's entity type (refer to the Note below) that is Valid and Satisfactory at the Closing Time.

11.4.5 If a Respondent does not submit all Valid and Satisfactory STR(s) that satisfy the requirements set out above, subject to paragraph 9.7, the Respondent's Tender will be excluded from further consideration.

11.4.6 A Respondent's reliance on third party advice, such as from their accountant, will not exempt the Respondent from the requirement of paragraph 11.4.4(c) or correct a failure to submit all required Valid and Satisfactory STR(s).

11.4.7 Finance will not accept or enter into any correspondence citing precedence from previous or other procurement processes in respect of the provision of Valid and Satisfactory STR(s) for this RFT. Reliance on previous procurement processes undertaken by Finance or other Commonwealth Entities, or any previous decisions related to acceptance of Valid and Satisfactory STR(s), will not exempt the Respondent from the STR requirements set out in this RFT.

11.4.8 For the avoidance of doubt, Finance will not enter into a Head Agreement with a Respondent that does not have all required Valid and Satisfactory STRs.

Note: Respondents and their first tier Subcontractors are strongly encouraged to apply for a STR(s) online through the ATO website, by visiting Statement of tax record | Australian Taxation Office (ato.gov.au) to avoid delays in receiving a STR, Respondents should not request a STR(s) from the ATO by telephone or post.

The STR(s) **must** be issued for the Australian Business Number (ABN) of each of the entities for which the Respondent is required to provide an STR, where the relevant entity is registered for an ABN.

Partnership

If the Respondent is a partnership, a Valid and Satisfactory STR **must** be provided on behalf of the partnership and in respect of each partner that is directly involved in the delivery of Services under a Contract under the Head Agreement. If a new partner subsequently becomes directly involved in the delivery of Services, a Valid and Satisfactory STR must be provided to Finance within a reasonable time after the partner becomes involved.

Trust

If the Respondent is an Australian trust, a Valid and Satisfactory STR **must** be provided in respect of both the trust and trustee.

Foreign Trust

If the Respondent or Subcontractor is a foreign trust without an Australian tax record of at least 4 years, a Valid and Satisfactory STR **must** be provided in respect of **both** the trust **and** trustee (refer to part 8.a of the Shadow Economy Procurement Connected Policy).

Joint Venture

If the Respondent is a joint venture, a Valid and Satisfactory STR **must** be provided in respect of **each party** to the joint venture. Where the joint venture operator is not a participant of the joint venture, the operator **must** also provide a Valid and Satisfactory STR.

Head company of a Tax Consolidated Group or Multiple Entry Consolidated Group

If the Respondent or Subcontractor is the head company of a tax consolidated group, or a Multiple Entry Consolidated (MEC) group, a Valid and Satisfactory STR **must** be provided by the head company, but need not be provided for subsidiaries.

Subsidiary of Tax Consolidated Group or Multiple Entry Consolidated Group

If the Respondent is a subsidiary of a tax consolidated group, or a Multiple Entry Consolidated (MEC) group, a Valid and Satisfactory STR **must** be provided by the subsidiary and the head company.

Individual

Where the Respondent is an individual, a Valid and Satisfactory STR **must** be provided by the individual. Individuals who are not in business should apply to the ATO for their STR application to be processed manually.

Member of a Goods and Services Tax (GST) Group

If the Respondent is a member of a GST group, a Valid and Satisfactory STR **must** be provided by the group representative **and** the group member.

The requirement at paragraph 11.4.4(c) of this RFT applies to all Respondents regardless of whether or not the Respondent pays tax in Australia.

In addition, where the total value of a successful Contract under the Head Agreement is $4 million (GST inclusive) or more, a Successful Respondent will under the terms of the Contract be required to: (a) ensure that any first tier subcontractor engaged under a subcontract to deliver goods or services under such a Contract also holds all Valid and Satisfactory STR(s) required for its entity type at all times during the term of the relevant Contract; and (b) retain a copy of such STRs and on request by Finance, provide a copy of any such STR to Finance.

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11.4.9 The detailed evaluation will result in a rating being applied to the Tender in relation to each Service Subcategory for which the Respondent has Offered Services.

11.4.10 At the end of the Stage 2 – Detailed Evaluation process, the Tender Evaluation Team, will complete a report detailing the findings of the Stage 2 – Detailed Evaluation (**Stage 2 Shortlisting Report**), which will include:

(a) a list of the Respondents evaluated in Stage 2; and

(b) an assessment of the extent to which each Respondent has demonstrated they have the capability and capacity and demonstrated experience in accordance with Evaluation Criteria to provide the Offered Services.

11.4.11 Only Respondents that are assessed as capable of delivering the Offered Services will proceed to Stage 3 – Financial Analysis.

11.4.12 If a Tender is excluded from further consideration in Stage 2, the Respondent will be advised in writing at the end of the RFT process that its Tender has been excluded.

11.5 Stage 3: Financial Analysis

11.5.1 In assessing Tenders in Stage 3, the Tender Evaluation Team will consider:

(a) the Fees submitted by each Respondent, including any omissions or apparent errors in the pricing;

(b) the result of any Verification Activities (if relevant); and

(c) the degree to which pricing contributes to VFM, including any additional costs, omissions or apparent errors in the pricing, the transparency of costs and any assumptions made by a Respondent. Pricing will be assessed separately for each Service Subcategory Personnel Classification and Work Level Standard, for which a Respondent has nominated to provide Services.

11.5.2 In assessing if each Respondent's Fees contributes to a value for money outcome for a Service Subcategory, the Tender Evaluation Team will undertake a comparative analysis of Respondents' Fees, and may:

(a) apply a deviation of 10 per cent on the average of the Fees tendered for each Service Subcategory. This identifies the Fees that are within a 10 per cent range below and above the mean, and those Fees that are more than 10 per cent below or more than 10 per cent above the mean for each Service Subcategory;

(b) consider the number of proposed FTE in the nominated Service Subcategory that are Expert Personnel (if any) in comparison to the total number of FTE and how this may impact on Fees;

(c) consider any relevant data submitted in relation to the non-financial evaluation criteria, that may impact on fees; and

(d) undertake benchmarking against the current MAS Panel fees for all Service Subcategories.

11.5.3 The Financial Analysis will result in a rating being applied for each Service Subcategory that the Respondent has Offered Services.

11.5.4 Respondents that submit exceedingly high or non-competitive Fees may be excluded from evaluation, on the basis that the Tender is clearly uncompetitive when compared with the other Tenders received.

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11.6 Stage 4: Value for Money Assessment

11.6.1 In determining value for money, the Tender Evaluation Team will consider in relation to each Respondent:

(a) the Respondent's assessment from Stage 2 and Stage 3 of the Evaluation Process, which includes an assessment of risk;

(b) the results of any further pricing offer;

(c) the results of any Verification Activities (if relevant);

(d) the level of each Respondent's compliance with Commonwealth legislation and policies;

(e) the level of compliance with the Head Agreement (including with the requirement to comply with the Supplier Code of Conduct), noting that it is the intent of Finance to maintain the same terms across all Service Providers;

(f) the environmental sustainability of the Offered Services;

(g) economic benefits to the Australian economy;

(h) the extent to which the Respondent and its Tender complies with, and meets, the requirements of this RFT;

(i) in addition to those risks identified in the Stage 2 and Stage 3 Evaluation Process, any other risks to Finance or Entities that the Tender Evaluation Team identifies;

(j) the extent to which the Respondent has demonstrated they have policies and processes in place to comply with the Supplier Code of Conduct;

(k) any other matter that Finance or the Tender Evaluation Team considers relevant and allowed to be considered under this RFT; and

(l) the broader Australian government or WoAG panel objectives.

11.6.2 As contemplated under paragraph 9.18.1(e), Finance may request a further pricing offer during Stage 4 – VFM Assessment following consideration of a Tenderer's Stage 2 – Detailed Evaluation rating and the Stage 3 – Financial Analysis rating.

11.6.3 Following receipt of a further pricing offer requested under paragraph 11.6.2, Finance will assess the further pricing offer and apply a further Stage 3 – Financial Analysis rating.

11.7 Stage 5: Final Determination

11.7.1 The Stage 5 – Final Determination process considers the outcomes of the value for money assessment.

11.7.2 The Tender Evaluation Team may also give consideration to the number of Service Providers selected for the Panel according to Government's expected requirements under each Service Category.

11.7.3 The Stage 5 – Final Determination process will identify:

(a) with consideration of paragraph 11.7.2, the Successful Respondents (if any) that will be offered a Head Agreement or Deed of Variation to sign as the case may be;

(b) the Preferred Respondents (if any) that may proceed to negotiations in accordance with section 11.8, where it is considered that negotiations could improve the value for money

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outcome;

(c) any Unsuccessful Respondents; or

(d) any other outcome considered appropriate as a result of the VFM Assessment.

11.7.4 The evaluation of Tenders will result in a clear recommendation as to a proposed course of action (including negotiations if relevant).

11.7.5 Where Finance considers that the number of Respondents to be recommended as Successful Respondents and Preferred Respondents in a Service Subcategory may be inadequate or do not have the required variety of provider types (for example Indigenous or specialised providers) to meet the Government's requirements under the Panel, Finance may decide that one or more Respondents are assessed as Preferred Respondents instead of Unsuccessful Respondents, provided that they are considered capable of providing the Services.

11.8 Negotiations

11.8.1 Finance does not intend to conduct negotiations and intends to appoint Successful Respondents to the Panel primarily on the basis of the written Tenders submitted.

11.8.2 In accordance with paragraph 11.7.3(b), to achieve the best value for money, Finance may enter into negotiations with one or more Preferred Respondents (if any) (including, without limitation, in parallel and in relation to Fees or any other matter), to seek improvements to a Preferred Respondent's offer, based on the Preferred Respondent's Tender. For the avoidance of doubt, selection as a Preferred Respondent does not provide the Respondent with any additional rights, and the Commonwealth may choose not to enter into a Head Agreement or Deed of Variation with any Preferred Respondent if it is not in the public interest to do so.

11.8.3 Finance intends to enter into a Head Agreement with the Successful Respondents on substantially the same terms and conditions at **Attachment C – Head Agreement** without detailed negotiations, if selected as a Successful Respondent.

11.8.4 If Finance concludes that a Respondent has retracted, or attempts to retract, its Tender or any undertakings made in its Tender during negotiations, Finance may choose not to proceed with that Respondent and/or exercise another right given by this RFT.

11.8.5 Finance may (in its absolute discretion) discontinue negotiations with any Respondent at any stage.

11.8.6 Communications between Finance and any Preferred Respondent during the negotiations must be kept confidential by the Preferred Respondent.

11.8.7 Finance will conduct a further value for money assessment of any Preferred Respondents taking into account the outcomes of any negotiations.

11.8.8 Finance's decision in relation to the outcome of this RFT process, and the identification of Successful Respondents and Unsuccessful Respondents is final.

12. Verification Activities

12.1 Clarification of Tenders

12.1.1 Finance may, at any point during the Evaluation Process, ask a Respondent to clarify information with respect to any aspect of its Tender.

12.1.2 A person responding to a request for clarification on behalf of the Respondent will be deemed

to be authorised by the Respondent to do so.

12.1.3 Failure to respond to a request for clarification in the manner requested and by the required time may have an adverse impact on the evaluation of the affected Tender.

12.1.4 Respondents should not interpret a request under paragraph 12.1.1 as being an indication of the outcome of this RFT process. The Respondent should treat all requests under paragraph 12.1.1 as confidential information.

12.2 Referee Checks

12.2.1 The Tender Evaluation Team may at any stage of the evaluation:

(a) contact a referee that did not submit their Referee Endorsement prior to the Closing Time;

(b) contact a referee that submitted their Referee Endorsement prior to the Closing Time to verify any aspect of their Referee Endorsement;

(c) request additional referee contact details from a Respondent; or

(d) contact any other person to whom a Respondent has provided services to (even if not stated in their Tender) to provide a Referee Endorsement for that Respondent.

12.3 Financial Viability Checks

12.3.1 Finance may conduct an independent financial assessment of the Respondent by engagement of a third party at any stage during the Evaluation Process.

12.3.2 The financial viability assessment referred to in paragraph 12.3.1 of this RFT may be conducted at any time prior to signature of any resultant Head Agreement with a Successful Respondent.

12.3.3 On request by Finance, the Respondent must reasonably assist Finance with any financial viability assessment conducted under paragraph 12.3.1 of this RFT.

12.3.4 This process is used to minimise risk to the Australian Government. The process is not used to measure the profitability of an organisation or its potential for success in the market.

12.4 Security, Probity and Other Checks

12.4.1 Finance may perform such security, criminal history, probity, financial and regulatory investigations and procedures in relation to a Respondent, its board of directors, its management and/or its proposed personnel and its Related Bodies Corporate as Finance may determine are necessary.

12.4.2 Respondents must promptly provide Finance with such information or documentation as Finance requires in order to undertake such checks and procedures. If the Respondent does not promptly provide all reasonable assistance to Finance in this regard, this may be taken into account by Finance in its assessment of the Respondent's Tender during the Evaluation Process.

12.4.3 Finance may take into consideration the results of information obtained from the outcomes of the checks or procedures in its assessment of the Respondent's Tender during the Evaluation Process.

12.4.4 Without limiting paragraph 12.4.1 of this RFT, Finance may conduct criminal history checks, and/or checks with regulatory entities (including but not limited to the Australian Securities and

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Investment Commission, the ACCC, and State and Territory authorities) on the Respondent, its board of directors, its management and/or its proposed personnel and its Related Bodies Corporate, if Finance considers that the results may affect any aspect of the assessment of the Tender, including Finance's assessment of risk in relation to the Respondent.

13. Post Evaluation

13.1 Notification of Successful and Unsuccessful Respondents

13.1.1 Respondents will be notified in writing and advised if their Tender is successful or unsuccessful.

13.1.2 All Respondents will be offered a written debrief on their Tender by Finance after the conclusion of this RFT process.

13.1.3 Written debriefs will be made available, on request, (at the time and in the manner Finance reasonably determines) to Unsuccessful Respondents outlining the reasons the Tender was unsuccessful. Debriefs will also be made available, on request, to Successful Respondents.

13.1.4 A Respondent will not be provided with information concerning other Tenders. No comparisons with other Tenders will be made.

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Attachment A – Definitions

Note to Respondents:
These definitions are in addition to any definitions included in **Attachment C – Head Agreement**.

Term	Meaning
360 Public Portal	The portal provided on the 360 software that enables Respondents to complete and submit their Tender.
360 Public Portal User Guide	The guide provided at **Attachment E – 360 Public Portal User Guide** to this RFT to assist Respondents to complete and submit their Tender.
Accountable Authority	Has the meaning given in the *Public Governance, Performance and Accountability Act 2013* (Cth).
Addenda/Addendum	A notice issued in accordance with paragraph 5.2 of this RFT.
APS Values	The values set out in section 10 of the *Public Service Act 1999* (Cth).
Archives Act	The *Archives Act 1983* (Cth).
ATO	Australian Taxation Office.
AusTender	The Australian Government's procurement information system AusTender Homepage: AusTender (tenders.gov.au). AusTender provides the centralised publication of Australian Government business opportunities, annual procurement plans and contracts awarded. Notification of the release of this RFT will be published on AusTender.
Australian Industry Participation Plan	Means the Australian Industry Participation plan as described in https://www.industry.gov.au/major-projects-and-procurement/australian-industry-participation/australian-government-funded-projects.
Authorised Representative	The person authorised by the Respondent to complete the Respondent's Declaration and to submit a Tender on behalf of the Respondent.
Business Day	A day not being a Saturday, Sunday or a public holiday in the location where the Services are being provided, or if no such location is specified, in Canberra.

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Closing Time	The time and date for submission of Tenders set out on the front page of this RFT or as extended in accordance with paragraph 9.4.2 of this RFT.
Commonwealth Entity	A body that is subject to the *Public Governance, Performance and Accountability Act 2013*, including a corporate Commonwealth entity, a non-corporate Commonwealth entity and a Commonwealth company established under the *Corporations Act 2001* (Cth).
Commonwealth Procurement Rules (CPRs)	The *Commonwealth Procurement Rules*, available at Commonwealth Procurement Rules | Department of Finance, issued by the Minister for Finance under section 105B of the *Public Governance Performance and Accountability Act 2013* (Cth) as amended from time to time.
Complaints Officer	The Department of Finance's Complaints Officer is the Director, Procurement and Contracting.
Conditions for Participation	The mandatory minimum requirements that the Tenderer must meet before a Tender can progress to the detailed evaluation stage, as set out in paragraph 8.1 of this RFT.
Confidentiality Test	Has the meaning given in the guidance titled Confidentiality throughout the Procurement Cycle | Department of Finance.
Conflict of Interest	Means any circumstances: (a) which constitute an actual conflict; (b) which constitute a known risk of conflict; or (c) which may be perceived by others to constitute a conflict; (or is likely at some future time to constitute such a conflict, risk of conflict or perceived conflict) between the interests of the Commonwealth or a Commonwealth Entity and those of the Tenderer or its personnel (or between the duties or obligations of the Tenderer or its personnel to the Commonwealth or a Commonwealth Entity and their duties or obligations to another person) in relation to the performance of the Services or otherwise in connection with this RFT and **Attachment C – Head Agreement**.
Contract	Has the same meaning given in **Attachment C – Head Agreement** of this RFT.
Corporate Commonwealth Entity	Means: (a) a corporate Commonwealth entity; or (b) a Commonwealth company as defined in the PGPA Act.
Enquiry Cut-off Date	The meaning given in the table in paragraph 4.1 of this RFT.
Entity	Has the same meaning given in **Attachment C – Head Agreement** of this RFT.
Evaluation Criteria	The Evaluation Criteria set out in paragraph 11.4.2 of this RFT.

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Evaluation Process	The process outlined in paragraph 11 of this RFT.
Fees	The fees submitted by a Respondent in its Tender. Refer to **Schedule 2, 3 and 4** of **Attachment C – Head Agreement** of this RFT
Final Determination	The process outlined in paragraph 11.7 of this RFT.
Finance	The Department of Finance.
Finance Privacy Policy	The privacy policy published by Finance and updated by Finance from time to time as set out in paragraph 7.4 of this RFT.
Financial Analysis	The process outlined in paragraph 11.5 of this RFT.
FOI Act	The *Freedom of Information Act 1982* (Cth).
GPJR Act	The *Government Procurement (Judicial Review) Act 2018* (Cth).
GST	Has the meaning it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Head Agreement	The existing arrangement between Finance and an existing Panel Service Provider as contemplated by paragraph 3.3.2 of the RFT, or the Head Agreement set out in **Attachment C – Head Agreement** as the context requires.
Head Agreement Period	Has the same meaning given in **Attachment C – Head Agreement**.
High Value Contract	Means a contract subject to the mandatory minimum Requirements as defined in the Indigenous Procurement Policy.
Industry Briefing	Means the industry briefing described at paragraph 4.2 of this RFT.
Insolvency Event	Means, in relation to the Service Provider, when: (a) a receiver, receiver and manager, trustee, administrator, other controller (as defined in the *Corporations Act 2001* (Cth)) or similar official is appointed over any of the assets or undertaking of the Service Provider; (b) the Service Provider suspends payment of its debts generally; (c) the Service Provider is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts or is presumed to be insolvent within the meaning of the Corporations Act 2001 (Cth); (d) the Service Provider enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of its creditors or any class of them; (e) the Service Provider ceases to carry on business or threatens to cease to carry on business; (f) a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator;

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	(g) an application or order is made for the winding up or dissolution of, or the appointment of a provisional liquidator to, the Service Provider or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Service Provider, otherwise than for the purpose of an amalgamation or reconstruction that has the prior written consent of Finance; or (h) the occurrence of anything analogous or having a substantially similar effect to any of these conditions or matters under the Law of any applicable jurisdiction, and to the procedures, circumstances and events which constitute any of these conditions or matters.
Integrity Requirements	Has the same meaning given in **Attachment C – Head Agreement** of this RFT.
Late Tender	Any Tender that is not properly submitted by the Closing Time, except where solely due to mishandling by Finance or 360 Public Portal, as determined in accordance with paragraph 9.6 of this RFT.
Lobbying Code of Conduct	The code of conduct of the same name available here: Lobbying Code of Conduct | Attorney-General's Department (ag.gov.au)
Management Advisory Services	Has the meaning given in paragraph 1.2.2 of this RFT.
Minimum Content and Format Requirements	The requirements set out in paragraph 8.2 of this RFT.
Offered Services	The service or services that the Respondent is offering to provide in its Tender
Order	Has the same meaning given in **Attachment C – Head Agreement** of this RFT.
Ordered Services	Has the same meaning given in **Attachment C – Head Agreement** of this RFT.
Payment Times Procurement Connected Policy	The policy as set out in paragraph 10.10 of this RFT and available at Payment Times Procurement Connected Policy | Treasury.gov.au.
Personnel Classifications and Expected Work Level Standards	The Personnel Classifications and Expected Work Level Standards described in **Schedule 12 of Attachment C – Head Agreement**.
Personal Information	Has the meaning given in the *Privacy Act 1988* (Cth).
PGPA Act	The *Public Governance, Performance and Accountability Act 2013* (Cth).
Preferred Respondent	A Respondent that is selected to participate in negotiations with Finance in connection with their potential entry into a Head Agreement or Deed of Variation.

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Pricing	Has the same meaning as 'Fees'.
Proceedings	Any litigation, arbitration, mediation conciliation, proceeding or investigation.
Personnel	Has the same meaning given in **Attachment C – Head Agreement** of this RFT.
Referee Endorsements	References provided by a Respondent's client to verify the Respondent's or its personnel claimed experiences through the process described in paragraph 8.3 of this RFT.
Related Body Corporate	Where a body corporate is: (a) a holding company of another body corporate; (b) a subsidiary of another body corporate; or (c) a subsidiary of a holding company of another body corporate, where the first-mentioned body and the other body are related to each other.
Relevant Employer	Has the meaning in the *Workplace Gender Equality Act 2012* (Cth).
Reporting Entity	Has the meaning given in the *Payment Times Reporting Act 2020* (Cth).
Request for Tender (RFT)	This request for tender for the provision of Corporate and Commercial Management Advisory Services and Investment Banking Services for the Australian Government FIN/MASR2- RFT.
Request Manager	The point of contact for this RFT as provided for in paragraph 6.1.1of this RFT.
Respondent	Defined as any organisation that may respond or has responded to this RFT as the context requires.
Respondent's Declaration or Declaration	The declaration made by the Respondent in the Request for Tender process as set out in **Attachment J – Respondents Declaration Information**.
Response	A response to this RFT completed and submitted by a Respondent through the 360 Public Portal also referred to as "Tender").
Satisfactory	Means meets the conditions set out in Part 6.b of the Shadow Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Shadow Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Shadow Economy Procurement Connected Policy.
Service Area	The categorisation of the services that will be included in the Panel, namely Financial, Corporate and Commercial Management Advisory Services.

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Service Category	A sublevel of a Service Area as described in **Attachment B – Scope of Services.**
Service Descriptor	A broad indication of the types of Services required under a Service Subcategory as described in **Attachment B – Scope of Services**.
Service Provider	A Respondent who is appointed to the Management Advisory Services Panel and enters into a Head Agreement or a Deed of Variation, or has entered into a Head Agreement with Finance, as the context requires.
Service Subcategory	A sublevel of a Service Category as described in **Attachment B – Scope of Services**.
Shadow Economy Procurement Connected Policy	Means the *Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines October 2024* available at https://treasury.gov.au/publication/p2019-t369466.
Simplylogical.net	The company based in Canberra, ACT that owns the 360 Public Portal.
Small to Medium Enterprise (SME)	An Australian or New Zealand firm with fewer than 200 full-time equivalent employees.
Statement of Tax Record or STR	Means a Statement of Tax Record issued by the Australian Taxation Office following an application made in accordance with the process set out at Statement of tax record | Australian Taxation Office (www.ato.gov.au).
Successful Respondent	A Respondent that is selected to enter into a Head Agreement or a Deed of Variation.
Tender Evaluation Team	The Tender Evaluation Team referred to in paragraph 11.1 of this RFT.
Tender Response Questionnaire	The series of questions and instructions within the 360 Public Portal that the Respondent is required to complete/follow in order to submit their Tender.
Tender Validity Period	The period described in paragraph 9.9 of this RFT.
Unsuccessful Respondent	A Respondent who is advised by Finance as not being successful in this RFT process.
Valid	Means valid in accordance with Part 7.e of the *Shadow Economy Procurement Connected Policy*.
Value For Money Assessment or VFM Assessment	Has the meaning set out in paragraph 11.6.1 of this RFT.
Verification Activities	The activities set out in paragraph 12 of this RFT.
WGE Act	The *Workplace Gender Equality Act 2012* (Cth).

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Whole of Australian Government or WoAG Arrangement	An arrangement that was established as a coordinated procurement that is mandatory for Non-corporate Commonwealth entities to purchase goods and/or services through. Details of these arrangements, which are updated from time to time, are available at: https://www.finance.gov.au/government/procurement/whole-australian-government-procurement

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Attachment B – Scope of Services

Please refer to **Attachment B – Scope of Services** set out in the separate document as provided.

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Attachment C – Head Agreement

Please refer to **Attachment C – Head Agreement** set out in the separate document as provided.

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Attachment D – Head Agreement Amendments

Minor amendments have been made to the version of the Head Agreement that was published on AusTender as Attachment C to Request for Tender (RFT) FIN/MASR1-RFT for the refresh of Corporate and Commercial Management Advisory Services for the Australian Government. These amendments were primarily for necessary policy and legislation updates, to improve clarity, and to extend the Head Agreement Period, and the inclusion of a new automatic Fee adjustment mechanism.

In addition to minor formatting or grammatical errors which have been fixed, the following amendments have been made:

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Reference	Previous Wording	New Wording
Clause 1.1 Definitions	**Agency** (a) the following entities, organisations or persons authorised by Finance to obtain Services from the Service Provider under this Head Agreement: (i) a Non-corporate Commonwealth Entity; (ii) a corporate Commonwealth entity as defined by the PGPA Act; and (b) any other government entities authorised by Finance and advised in writing to the Service Provider from time to time. To avoid doubt, a reference to an Entity does not include Finance unless Finance issues an Order to the Service Provider.	**Entity** (c) the following entities, organisations or persons authorised by Finance to obtain Services from the Service Provider under this Head Agreement: (i) a Non-corporate Commonwealth Entity; (ii) a corporate Commonwealth entity as defined by the PGPA Act; and (b) any other government entities authorised by Finance and advised in writing to the Service Provider from time to time. To avoid doubt, a reference to an Entity does not include Finance unless Finance issues an Order to the Service Provider.
Clause 1.1 Definitions	**Agency Material** any Material provided by an Agency to the Service Provider for the purposes of an RFQ or a Contract, or derived at any time from that Material.	**Entity Material** any Material provided by an Entity to the Service Provider for the purposes of an RFQ or a Contract, or derived at any time from that Material.
Clause 1.1 Definitions	**Agency Representative** the person nominated by an Agency to represent the Agency as identified in an Order.	**Entity Representative** the person nominated by an Entity to represent the Entity as identified in an Order.
Clause 1.1 Definitions	**Management Advisory Services** provision of professional, independent advice, and other strategic services that involve the development of an intellectual output which represents the independent view of the Service Provider and assists with entity decision-making. Services procured by an	**Management Advisory Services** provision of professional, independent advice, and other strategic services that involve the development of an intellectual output which represents the independent view of the Service Provider and assists with entity decision-making. Services procured by an Entity

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Reference	Previous Wording	New Wording
	Entity must meet the definition of a consultancy characteristics as per https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-and-reporting-obligations-rmg-423*Resource Management Guide No 423: Procurement Publishing and Reporting Obligations.* and Finance's guidance available here: https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-and-reporting-obligations-rmg-423/characteristics-consultancy-contracts-and-common-examples.	must meet the consultancy characteristics as per https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-and-reporting-obligations-rmg-423 and Finance's guidance available here: https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-and-reporting-obligations-rmg-423/characteristics-consultancy-contracts-and-common-examples
Clause 1.1 Definitions	**Official Resources** has the meaning it has in the *Protective Security Policy Framework*.	Deleted
Clause 1.1 Definitions	**Security Classified Resources** Official Resources protected under the Protective Security Policy Framework which, if compromised, could have adverse consequences for the Agency.	**Security Classified Resources** information, systems and/or materials for which the Entity has assessed sensitivity and applied a security classification consistent with the principles defined in the Protective Security Policy Framework.
Clause 1.1 Definitions	**Security Incident** a security breach, violation, contact or approach from those seeking unauthorised access to Official Resources and Information.	**Security Incident** an adverse event or series of events which potentially or actually compromises the confidentiality, integrity, or availability of an information system or the information it holds.
Clause 3.3 Head Agreement Period	3.3.1 This Head Agreement begins on the Commencement Date and continues until 30 September 2027 (**Initial Head Agreement Period**), unless terminated earlier in accordance with clause 25.	3.3.1 This Head Agreement begins on the Commencement Date and continues until 30 September 2029 (**Head Agreement Period**), unless terminated earlier in accordance with clause 25.

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Reference	Previous Wording	New Wording
	3.3.2 The Initial Head Agreement Period may be extended by Finance (at its sole discretion) by providing written notice to the Service Provider, for a further period (or periods) of up to two years in total, which may be taken in whole or in part, and in any number or combination of time periods (each an **Extension Period**).	3.3.2 The Head Agreement Period will not be extended by Finance.
Clause 14.2 Fee adjustment	14.2.1 Prior to 30 April 2025, but not before 31 March 2025, and for each subsequent year of the Head Agreement Period, the Service Provider may apply for an increase of the Fees in the Relevant Schedule. The Fee increase may not be more than the change in the Wage Price Index (the private sector seasonally adjusted index) for the preceding 12 months, as published by the Australian Bureau of Statistics. Fees will be adjusted from 1 July of that year and will apply to Contracts entered into after this date.	14.2.1 Subject to this clause 14.2, the Service Provider will be awarded an increase to the Fees in the Relevant Schedule in accordance with this clause 14.2, to take effect from 1 July 2026. A Fee increase will be made for each subsequent 1 July during the Head Agreement Period. 14.2.2 If Services, Service Areas, Service Categories, or Subcategories are added to this Head Agreement after the Head Agreement Commencement Date, they will be included in the Fee increase under this clause 14.2 no earlier than 12 months after the date they are added to this Head Agreement. 14.2.3 A Fee increase awarded under this clause 14.2 will: (a) be equal to the percentage change in the Wage Price Index for the 12 months ending on 31 March of the year in which the increase applies; and (b) apply to Contracts entered into after the relevant July. 14.2.4 Finance will notify all Service Providers of the updated Fees each year. All updated Fees will be rounded to the nearest two decimal places.

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Reference	Previous Wording	New Wording
Clause 16.2.2 Service Provider's Obligations	16.2.2 Without limiting clause 16.2.1, the Service Provider must: (a) comply with all applicable Laws and other requirements relating to the security of payments that are due to persons; (b) ensure that payments made by the Service Provider, including to Subcontractors, are made in a timely manner; and (c) as far as practicable, ensure that disputes about any payments to its Personnel, are resolved in a reasonable, timely and cooperative way.	16.2.2 Without limiting clause 16.2.1, the Service Provider must: (a) comply with all applicable Laws and other requirements relating to the security of payments that are due to persons; (b) ensure that payments made by the Service Provider, including to Subcontractors, are made in a timely manner and comply (where applicable) with the Payment Times Procurement Connected Policy in accordance with clause 16.8; and (c) as far as practicable, ensure that disputes about any payments to its Personnel, are resolved in a reasonable, timely and cooperative way.
16.6. Shadow Economy Policy	16.6.1. In this clause **Error! Reference source not found.**: **Shadow Economy Policy** means the *Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at https://treasury.gov.au/publication/p2019-t369466. **Satisfactory** means meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8.b of the Shadow Economy Policy.	16.6.1. This clause **Error! Reference source not found.** applies to any Contracts issued under this Head Agreement with a value of $4 million (GST inclusive) or more. 16.6.2. In this clause **Error! Reference source not found.**: **Shadow Economy Policy** means the *Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines October 2024* available at https://treasury.gov.au/publication/p2019-t369466.

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Reference	Previous Wording	New Wording
	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. **Valid** means valid in accordance with Part 7.e of the Shadow Economy Policy. 16.6.2. If the Service Provider is a partnership and the Service Provider's Representative or Service Provider's Senior Executive is a partner of the partnership, a Valid and Satisfactory Statement of Tax Record must be provided to Finance with a Deed of Variation that proposes a new person for these positions. 16.6.3. The Service Provider must hold a Valid and Satisfactory Statement of Tax Record at all times during the Head Agreement Period and, on request by Finance or an Agency, provide to Finance or an Agency a copy of any such Statement of Tax Record. 16.6.4. Without limiting its other rights under this Head Agreement or at law, any failure by the Service Provider to comply with the requirements outlined in clause **Error! Reference source not found.** will be a breach of this Head Agreement. 16.6.5. The Service Provider must ensure that any partner of a partnership, and/or first tier Subcontractor engaged under a Contract, where the total value of the Contract is over $4 million (GST inclusive) holds a Valid and Satisfactory	**Satisfactory** means meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8.b of the Shadow Economy Policy. **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. **Valid** means valid in accordance with Part 7.e of the Shadow Economy Policy. 16.6.3. The Service Provider warrants that at the Head Agreement Commencement Date it holds all Valid and Satisfactory Statements of Tax Record required for its entity type under Part 10 of the Shadow Economy Policy. 16.6.4. The Service Provider must hold all Valid and Satisfactory Statements of Tax Record required for its entity type under Part 10 of the Shadow Economy Policy at all times during the Head Agreement Period and, on request by Finance or an Agency, provide to Finance or an Agency a copy of any such Statement of Tax Record. 16.6.5. The Service Provider warrants in relation to any first tier Subcontractor it has engaged to deliver goods and/or services as part of a Contract resulting from a procurement with an estimated value of $4 million or more (GST

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Reference	Previous Wording	New Wording
	Statement of Tax Record at all times during the term of the relevant Order. 16.6.6. The Service Provider must retain a copy of any Statement of Tax Record held by any partner of a partnership, and/or first tier Subcontractor in accordance with clause **Error! Reference source not found.** and must, on request by Finance or an Agency, provide to Finance or an Agency a copy of any such Statement of Tax Record.	inclusive) that, at the time of entry into the subcontract, the Service Provider obtained all Valid and Satisfactory Statements of Tax Record required for the Subcontractor's entity type under Part 10 of the Shadow Economy Policy. 16.6.6. Without limiting its other rights under this Head Agreement or at Law, any failure by the Service Provider to comply with the requirements outlined in clause **Error! Reference source not found.** will be a breach of this Head Agreement. 16.6.7. The Service Provider must ensure that any first tier Subcontractor engaged to deliver goods and/or services as part of a Contract resulting from a procurement with an estimated value of $4 million or more (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record required for its entity type under Part 10 of the Shadow Economy Policy at all times during the term of the relevant subcontract. 16.6.8. The Service Provider must retain a copy of any Statements of Tax Record held by any first tier Subcontractor in accordance with clause **Error! Reference source not found.**. 16.6.9. If the Service Provider is a partnership, or engages a first tier Subcontractor who is a partnership, the Service Provider will ensure that if a new partner who becomes directly involved in the delivery of the relevant Contract, joins the partnership, that a Valid and Satisfactory Statement of Tax Record for the partner is provided to

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Reference	Previous Wording	New Wording
		Finance and each Agency as soon as possible after they become a partner to the partnership.
16.8. Payment Times Procurement Connected Policy	16.8.1. The Payment Times Procurement Connected Policy may apply to Contracts formed under this Head Agreement with a value of $4 million (GST inclusive) or more and where stated in the Contract. 16.8.2. The Payment Times Procurement Connected Policy requires large businesses who enter into a Contract with the Commonwealth to match the Australian Government's payment times and pay their Subcontractors within 20 calendar days. 16.8.3. The Payment Times Procurement Connected Policy is complementary to the Payment Times Reporting Scheme and the Australian Government's Pay On-Time or Pay Interest Policy (Resource Management Guide 417). 16.8.4. For more information about the policy, refer to https://treasury.gov.au/publication/p2021-183909.	16.8.1. The Payment Times Procurement Connected Policy may apply to Contracts formed under this Head Agreement with a value above $4 million (GST inclusive) and where stated in the Contract. 16.8.2. The Payment Times Procurement Connected Policy requires large businesses who enter into a Contract with the Commonwealth to match the Australian Government's payment times to: (a) pay their Subcontractors within 20 calendar days following the acknowledgement of the satisfactory delivery of goods or service and the receipt of a correctly rendered invoice; and (b) use reasonable endeavours to reflect the Payment Times Procurement Connected Policy requirements in Reporting Entity Subcontracts above $4 million (GST inclusive). 16.8.3. The Payment Times Procurement Connected Policy is complementary to the Payment Times Reporting Scheme and the Australian Government's Supplier Pay On-Time or Pay Interest Policy (Resource Management Guide 417). 16.8.4. For more information about the Payment Times Procurement Connected Policy, refer to https://treasury.gov.au/publication/p2021-183909. 16.8.5. For the purposes of clause 16.8.2(b), "Reporting Entity Subcontract" means a subcontract with any person that:

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		(a) is a Reporting Entity, as defined in the *Payment Times Reporting Act 2020* (Cth); and (b) provides goods or services directly or indirectly to the Service Provider for the purposes of the Contract where the value of such goods or services are estimated to exceed $4 million (GST inclusive).
Clause 17.1.1 Service Provider's Warranties	17.1.1 The Service Provider warrants on the Head Agreement Commencement Date and each Order Commencement Date that: (a) it is not named by the Workplace Gender Equality Agency as an employer that is currently not complying with the *Workplace Gender Equality Act 2012* (Cth); (b) it has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid the judgment amount; (c) it is not on the Commonwealth's consolidated list of individuals and entities to which terrorist asset freezing applies and none of its Personnel or Subcontractors are on, or are a member of an entity on, that list; (d) it is financially viable; (e) it has all necessary licences and authorisations required to operate and provide the Ordered Services to an Agency under a Contract; and	17.1.1 The Service Provider warrants on the Head Agreement Commencement Date and each Order Commencement Date that: (a) it is not named by the Workplace Gender Equality Entity as an employer that is currently not complying with the *Workplace Gender Equality Act 2012* (Cth); (b) it has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid the judgment amount; (c) it is not on the Commonwealth's consolidated list of individuals and entities to which terrorist asset freezing applies and none of its Personnel or Subcontractors are on, or are a member of an entity on, that list; (d) it is financially viable; (e) it has the full power and authority to enter into, perform and observe its obligations under this Head Agreement;

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Reference	Previous Wording	New Wording
	(f) unless notified in accordance with clause 16.2.3(b), no Significant Event exists in relation to the Service Provider.	(f) none of its directors, shareholders or management Personnel have been convicted of an offence relating to fraud, dishonesty or drug trafficking; (g) the warranties and representations made in the Respondent's Declaration (provided with the tender) are true and correct, and remain true and correct at all times during the Head Agreement Period and each Order Term; (h) it has, and any Personnel it provides to an Entity under a Contract have, the necessary experience, qualifications, skills, knowledge and competence to perform the Services; (i) it has all necessary licences and authorisations required to operate and provide the Ordered Services to an Entity under a Contract; and (j) unless notified in accordance with clause 16.2.3(b), no Significant Event exists in relation to the Service Provider.
Clause 22.3.3	No previous clause.	22.3.3 Where a Service Provider discloses Confidential Information to another person pursuant to clause 22.2.1 (f) any such disclosure must be reported in writing to the Entity without delay and the text of the disclosure provided in writing to the Entity as soon as practicable.

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Attachment E – 360 Public Portal Respondent's User Guide

Please refer to **Attachment E – 360 Public Portal Respondent's User Guide** set out in the separate document as provided.

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Attachment F – Guidance for MAS Panel Tender Responses

Please refer to **Attachment F – Guidance for MAS Panel Tender Responses** set out in the separate document as provided.

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Attachment G – Sustainable Procurement and Economic Benefits to the Australian Economy

Note to Tenderers:
The Tender Response Questionnaire, in the 360 Public Portal, contains a series of questions that once completed and submitted will form the Tenderer's Tender.
The Tender Response Questionnaire contains a number of sections that the Tenderer is required to address. The information required in relation to sustainable procurement and economic benefits to the Australian economy under the 'Commonwealth Policy Requirements' tab is summarised below.

The Commonwealth Procurement Rules (**CPRs**) require officials to, when assessing Value for Money (**VFM**), consider the relevant financial and non-financial costs and benefits of each Tender including the environmental sustainability of the proposed goods and services as well as the economic benefit of the procurement to the Australian economy.

Therefore, as part of the VFM assessment, Finance will consider, in the context of relevant agreements and procurement policies, the environmental sustainability of the Offered Services and economic benefits to the Australian economy in providing the Offered Services.

Further information on these requirements is available at:

(a) Sustainable Procurement Guide (dcceew.gov.au)

(b) Consideration-of-broader-economic-benefits-in-procurement (finance.gov.au)

The Respondent should provide information to demonstrate environmental sustainability of the Offered Services and the economic benefits to the Australian Economy directly and indirectly related to providing the Offered Services when completing the Tender Response Questionnaire in the 360 Public Portal.

Some of the relevant considerations that Respondents may contemplate and address are provided below. Respondents may also decide to address other considerations in addition to these, if the Respondent considers these to be relevant to this procurement.

Environmental Sustainability

Respondents should provide information about environmental sustainability in providing Offered Services such as, but not limited to:

(a) information about whether the Respondent has implemented environmental sustainability initiatives related to providing goods/services similar to those required by this Request for Tender (**RFT**), including initiatives within the supply chain; and

(b) information about whether the Respondent has implemented environmental sustainability initiatives within its organisation (e.g. recycling/carbon offset initiatives, environmentally friendly programs).

Economic Benefit to the Australian Economy

Respondents should provide details of the economic benefit of their Tender to the Australian economy noting that only direct effects, or first round economic effects, to the Australian economy will be considered by Finance.

There are many ways that a supplier can provide an economic benefit to the Australian economy. Respondents may wish to address the following issues in relation to their Tender. Some examples include, but are not limited to:

(a) building, leasing or procuring infrastructure that benefit Australian communities;

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(b) providing skills and training that benefit Australian communities;

(c) employing workers in Australia;

(d) employing apprentices or trainees in Australia;

(e) contributing to net zero targets through reduced greenhouse gas emissions;

(f) the environmental benefit of the proposed solution to Australia, for example: reducing environmental and climate change impact through energy efficient inputs; or using recycled materials or content;

(g) improving material productivity e.g. through reuse, using recycled materials and designing out waste;

(h) reducing environmental impacts e.g. reducing pollution or land clearing;

(i) contributing to positive social outcomes in Australian communities, such as engaging unemployed people, women in male dominated industries, or minority groups in underrepresented sectors;

(j) contributing to positive progress against Closing the Gap targets, objectives and outcomes;

(k) using SMEs in delivering goods and services, either directly or as a subcontractor or a supplier;

(l) developing and adopting innovative products or practices that benefit Australian communities;

(m) sharing knowledge, skills and technology with SMEs;

(n) creating export opportunities for Australian goods and services;

(o) using goods and services from a business that provides services of persons with a disability; and

(p) developing Australian industry capabilities or industrial capacity.

Note: A Small to Medium Enterprise (**SME**) is an Australian or New Zealand firm with fewer than 200 full-time equivalent employees. When assessing the number of employees a firm has, employees of any associated entities (as defined in s 50AAA of the *Corporations Act 2001* (Cth)) to the firm are included. Associated entities to a firm include a firm's parent company, a firm's subsidiaries, and any related bodies corporate to the firm.

Further, Respondents can also provide information about employment opportunities or strategies that provide an economic benefit to the Australian economy such as:

(a) information about whether the Respondent has implemented employment opportunities or strategies for people with disability, long-term unemployed, disengaged youth, and workers in transition and provide a description of those opportunities and strategies;

(b) information about whether the Respondent has implemented employment opportunities or strategies that support gender equality; and

(c) information about whether the Respondent has implemented employment opportunities or strategies for Indigenous peoples.

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Attachment H – Guidance on the Shadow Economy Procurement Connected Policy

Please refer to **Attachment H – Guidance on the Shadow Economy Procurement Connected Policy** set out in the separate document as provided.

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Attachment I – Modern Slavery

Please refer to **Attachment I – Modern Slavery** set out in the separate document as provided.

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Attachment J – Respondent's Declaration Information

Please refer to **Attachment J – Respondent's Declaration Information** set out in the separate document as provided.

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Attachment B – MAS Refresh 2 Scope of Services

The following example identifies the structure of the services required under the Management Advisory Services Panel:

Service Area:	**Corporate Management Advisory Services**
Service Category:	**Organisational planning and development**
Service Subcategory:	**Business performance reviews**
Service Descriptors:	• Performance measures and strategies • Measurement and reporting of efficiency and effectiveness • Quantitative and qualitative analysis

The Service Descriptors provided under each Service Subcategory are a broad indication of the types of Management Advisory Services required under that Service Subcategory. They are not intended to be definitive or exhaustive.

The Services do not relate to the out of scope services described in paragraph 1.3.1 of the RFT.

Further information about the characteristics of consultancy services is available at: Characteristics of consultancy contracts and common examples | Department of Finance Agencies may issue a Request for Quotation or Order at either the Service Category or Service Subcategory level.

Note: Yellow highlighted content reflects updates to the scope of services following consideration of consultation feedback. These are the new Corporate and Commercial Management Advisory Services referred to at paragraph 3.1.3(c) of the RFT that Respondents may tender for.

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Organisational Planning and Development

Business strategy and improvement

- Processes, systems and mapping
- Design, reengineering, risk and controls
- Strategic analysis and plans
- Organisational design, objectives, resourcing and delivery strategies
- Benchmarking and intelligence
- Capability and service delivery reform

Change Management

- Strategies and best practices
- Impact assessments and change resistance
- Communication strategies and stakeholder engagement
- Workforce culture and change

Business performance reviews

- Performance measures and strategies
- Measurement and reporting of efficiency and effectiveness
- Quantitative and qualitative analysis

Business continuity

- Identifying critical business operations
- Emergency management
- Disaster recovery strategies and plans
- Disaster recovery testing
- Evaluation and performance monitoring

Human Resources

Capability and performance

- Framework design, development and analysis
- Human resource strategy
- Workforce planning
- Performance analysis and systems
- Diversity, equity and inclusion programs and strategies

Workforce management

- Employment legislation and relations
- Job classification reviews, remuneration and succession planning
- Structure analysis
- Health and safety policy analysis and advice
- Human resource policy advice, development and review
- Analysis of administrative policies and processes
- Mediation and conflict management

Corporate Governance

Governance structures and performance

- Board, committee and CEO performance evaluations
- Procedure and process reviews
- Strategic directions and objectives analysis
- Corporate governance best practice standards
- Policy and procedure compliance reviews
- Skills mix analysis

Compliance, fraud and integrity

- Investigations and reviews
- Control programs, strategies and plans
- Ethics and compliance
- Processes and mapping
- Human resource investigations
- Ethics and integrity frameworks

Internal Audit

Audit and assurance

- Prepare and review of audit policies and plans
- Undertake internal audits in accordance with professional auditing standards
- Assurance reviews

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Government Policy

Policy development and analysis

- Design, modelling and formulation
- Stakeholder engagement
- Review and analysis
- Define policy problem
- Identify policy instruments
- Implementation requirements
- Monitoring and reporting
- Design and review of guides, frameworks and procedures

Legislation (non-legal)

- Design, modelling and development
- Review and analysis
- Stakeholder engagement
- Allocation of functions and responsibilities
- Regulatory compliance frameworks
- Regulatory impact statements and analysis
- Machinery of government changes

Privacy advice and assurance (non-legal)

- *Privacy Act 1988* (Cth) compliance strategies
- Privacy impact assessments
- Compliance assessments
- Public assurance statement advice
- Data security assurance
- Privacy and data protection health checks

Programs and Projects

A-Program/Project development and design

- Contestability reviews
- Business cases (including scoping studies)
- Define scope and objectives
- Cost modelling and analysis
- Resource analysis and strategies
- Design and mapping
- Evaluation strategies and methodologies
- Stakeholder engagement
- Current and future state analysis
- Business process mapping/analysis
- Governance

Program/Project management

- Performance and quality management
- Benefits management and monitoring
- Stakeholder engagement
- Implementation, reviews and assurance
- Management frameworks and guidelines

Program/Project evaluation

- Review and analysis
- Stakeholder engagement
- Monitoring frameworks and strategies
- Benefits realisation
- Compliance and assurance
- Lessons learned

Procurement and Probity

Strategic procurement advice

- Analysis of markets and supply chains
- Procurement strategies, methodologies, planning and management
- Stakeholder engagement
- Cost modelling and analysis
- Advice on debriefing and complaints management
- Procurement process review
- Contract documentation (non-legal) service levels and key performance indicators
- Negotiation planning and offer definition planning
- Contract payment mechanisms and performance frameworks
- Procurement evaluation frameworks and reports
- Strategic asset management
- Contract management

Probity Advisory Services (non-legal)

- Probity briefings and documentation
- Review and advice on procurement documentation
- Evaluation and negotiation advice
- Policy compliance and assurance
- Review and analysis to minimise and manage probity risks
- Assessment of probity related matters
- Conflict of interest and risk management strategies

Probity Auditing Services (non-legal)

- Audit of compliance with procurement policies and processes
- Assessment of probity issue management

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Risk

Strategic Risk Management

- Risk program design and systems
- Risk identification and management strategies
- Independent review and assurance
- Risk monitoring and reporting
- Strategies for continuous improvement
- Social risk analysis and mitigation
- Scenario planning and stress testing
- Fostering cross-Government risk collaboration (shared risk)
- Monitoring emerging risks and adaptation strategies
- Risk appetite assessment
- Opportunity identification and management
- Implementing effective risk control frameworks
- Building risk capability

Research*

Research and data collection

- Research strategies, research and reviews
- Data collection and management strategies
- Data synthesis, analysis and review
- User experience research
- Focus group testing and modelling
- Survey strategies, design, analysis and review
- Stakeholder engagement
- Compliance with relevant standards and guidelines
- Quality assurance and peer review strategies
- Predictive modelling and scenario planning

*excludes research for campaign advertising

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Financial Management Advisory Services – for MAS Refresh 2

Financial Advisory

Investment Banking Services

- Acquisitions or partial acquisitions
- Structured or tailored loan, hybrids, guarantees, underwriting or equity / quasi-equity solutions for investment proposals
- Investigation, restructuring or rescue finance or support for corporates or projects
- Asset recycling, GBE capital optimisation or options, and GBE rating advice
- Assessment of proposals to Government including financial and commercial structures
- Divestment, exit or restructuring from prior Government support packages
- General investment banking advice including involving commercial third party negotiations

Note: Following the MAS Refresh 1 RFT, Finance made a decision to include Investment Banking Services in this Refresh 2 RFT. Investment Banking was added as a new Financial Management Advisory Service Subcategory in the MAS Refresh 1 RFT. By including Investment Banking Services as part of the MAS Refresh 2 Scope of Services, this means that all MAS Panel Subcategories will have been out to market twice.

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Australian Government

Department of Finance

Panel Head Agreement

A Deed

Between

the Commonwealth of Australia as represented by the Department of Finance

And

[insert name]

for the Provision of Management Advisory Services to the Australian Government

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Parties

The **COMMONWEALTH OF AUSTRALIA** as represented by the Department of Finance ABN 61 970 632 495 (**Finance**);

and

[Insert name ABN and address of Service Provider] (**Service Provider**).

Recitals

A Finance has established a Panel for the provision of Management Advisory Services to the Australian Government to which the Service Provider has been appointed.

B The Service Provider has represented to the Commonwealth in respect of this Head Agreement that it has the ability to provide the Services set out in the Relevant Schedule(s) to Agencies and acknowledges that it can only provide Services that substantially relate to the Services in the Relevant Schedules.

C The Service Provider acknowledges and agrees that Finance will administer this Head Agreement and the Panel for the benefit of all Agencies.

D The Service Provider offers to provide Services on the terms and conditions contained in this Head Agreement and any Contract formed under this Head Agreement.

E An Entity may acquire Services from the Service Provider by issuing the Service Provider with an Order for Services (**Order**).

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Operative Provisions

1 Definitions and interpretation

1.1 Definitions

1.1.1 In this Head Agreement and any Contract, except where the contrary intention is expressed, the following definitions are used:

ABN	the Australian Business Number issued by the Australian Taxation Office.
Accounting Standards	the standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the *Australian Securities and Investments Commission Act 2001* (Cth)); or other accounting standards which are generally accepted and consistently applied in Australia.
ACT Statutory Liability Scheme	means the *Civil Law (Wrongs) Chartered Accountants Australia and New Zealand Professional Standards Scheme 2019 (No 1)* approved under the *Civil Law (Wrongs) Act 2002* (ACT).
Additional Requirements	requirements or terms and conditions, such as extra security or insurance, which are additional to the obligations of the Service Provider under this Head Agreement.
Associated Output	the delivery of services that are (in the view of the Entity) consequential to and/or necessary for facilitating the Management Advisory Services required by an Entity in a Contract, and where these services are described in a Contract.
Audit Working Papers	means (where a component of the Services includes audit services): (a) any audit evidence obtained by the Service Provider from the Entity; (b) the Service Provider's analysis of that evidence; (c) the record of audit procedures performed by the Service Provider; (d) correspondence about issues relevant to the audit, including issues of interpretation or materiality; (e) the audit reports prepared by the Service Provider; and all other documents necessary to provide a complete record and explanation of progress with the Services.
Australian Standard	a standard published by Standards Australia Limited at the applicable Order Commencement Date.
Best Industry Practice	the most up-to-date Australian practices as would be used by leading, highly skilled and experienced suppliers of services similar to the Management Advisory Services.

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Business Day	a day not being a Saturday, Sunday or a public holiday in the location where the Services are being provided, or if no such location is specified, in Canberra.
Commonwealth	the Commonwealth of Australia.
Confidential Information	information that is protected by privacy, secrecy and non-disclosure provisions or by its nature confidential, and (a) in the case of Finance or an Entity is: (i) (unless specified otherwise in an Order) Contract Material, not including Existing Material; or (ii) Entity Material; and (b) in the case of the Service Provider is listed at **Schedule 9 (Service Provider's Confidential Information)** and/or described in an Order, but does not include information which is or becomes public knowledge other than by a breach of this Head Agreement, or any Contract, or law.
Conflict of Interest	any matter, circumstance, interest, or activity affecting the Service Provider, its Personnel or Subcontractors which may or may appear to impair the ability of the Service Provider to provide the Services to an Entity fairly and independently.
Contract	a contract for the provision of Services formed between the Service Provider and an Entity by the Entity issuing an Order to the Service Provider and the Service Provider accepting the Order in accordance with clause 11 of this Head Agreement, and includes the terms of this Head Agreement.
Contract Material	any Material: (a) created by the Service Provider for the purposes of a Contract; (b) provided or required to be provided to the Entity as part of the Ordered Services; or (c) derived at any time from the Material referred to in (a) and/or (b) above.
Corporations Act	the *Corporations Act 2001* (Cth).
Cyber Incident	**1.1** any unwanted or unexpected Cyber Security Event or series of Cyber Security Events that is likely to compromise, or does compromise the business operations of the Service Provider or its Subcontractors; and (d) any action taken through the use of computer networks or any unauthorised access to or use of a computer system that is intended to have, is likely to have, or does have an adverse effect on the security or reliability of data on the systems of the Service Provider, or the systems of any of its Personnel or Subcontractors, or the accessibility of those systems, and includes denial of service attacks.

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Cyber Incident Response Plan	a cyber incident response plan that provides details of the security measures the Service Provider or its Personnel or Subcontractors have in place to reduce the risk of Cyber Incidents and how each of them will respond to Cyber Incidents.
Cyber Security Event	the occurrence of a system, service or network state arising from any actual or potential: (a) breach of cyber security policy; (b) failure of cyber security safeguards; or (c) other situation which may be relevant to cyber security.
Data Breach Response Plan	a data breach response plan that sets out how the Service Provider will deal with a data breach in so far as it relates to any Ordered Services provided under a Contract, during the provision of the Ordered Services.
Direct Competitor	means an entity of a similar size and competing in the same market that: (a) Finance or the Entity (as applicable) has determined, acting reasonably; or (b) for the purposes of a Contract, the parties to the Contract have agreed in the Contract or otherwise in writing, which competes directly with the Service Provider in providing goods and services which are materially the same as, or similar to, the Services provided by the Service Provider.
Eligible Data Breach	has the meaning it has in the Privacy Act.
Entity	(a) the following entities, organisations or persons authorised by Finance to obtain Services from the Service Provider under this Head Agreement: (i) a Non-corporate Commonwealth Entity; (ii) a corporate Commonwealth entity as defined by the PGPA Act; and (b) any other government entities authorised by Finance and advised in writing to the Service Provider from time to time. To avoid doubt, a reference to an Entity does not include Finance unless Finance issues an Order to the Service Provider.
Entity Material	any Material provided by an Entity to the Service Provider for the purposes of an RFQ or a Contract, or derived at any time from that Material.
Entity Representative	the person nominated by an Entity to represent the Entity as identified in an Order.
Existing Material	(a) any pre-existing Material including any improvements, modifications or enhancements to such pre-existing Material in performing the Services; and (b) any other Material, created independently of an Order after the Order Commencement Date,

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	which is made available to the Entity by the Service Provider for the purpose of a Contract, on or following the Order Commencement Date, including but not limited to the Service Provider's tools, methodologies and object libraries and any improvements, enhancements, alterations and modifications to such Material.
Expert Personnel	means Key Personnel that with regards to their experience and recognition are higher than "Level 6" as defined in **Schedule 12 (Personnel Classifications and Expected Work Level Standards**). Expert Personnel would be highly regarded experts with extensive knowledge and experience in the Service Subcategory under which the Services relate.
Fees	the Service Provider's fees listed in the Relevant Schedule and in an Order and applied in accordance with clause 14.1.
Finance	the Commonwealth Department of Finance as a party to this Head Agreement and which is responsible for administering the Panel.
First Finance Senior Executive	the position identified in Item 3 of **Schedule 1 (Head Agreement Details)**, or as otherwise advised by Finance from time to time.
GST	has the meaning it has in the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth).
Harmful Code	any virus, disabling or malicious device or code, worm, trojan, time bomb or other harmful or destructive code.
Head Agreement	clauses 1 to 32 of this head agreement between Finance and the Service Provider, and includes the Schedules (and any Attachments to the Schedules) as the context requires.
Head Agreement Commencement Date	the date this Head Agreement is signed by Finance.
Head Agreement Period	the period referred to in clause 3.3 and any extension periods.
Indigenous Enterprises	as defined in the Indigenous Procurement Policy.
Indigenous Procurement Policy	the policy of that name, as amended from time to time, available at https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp
Intellectual Property	(a) all rights in respect of intellectual property, whether or not such rights are registered or capable of being registered; (b) any application or right to apply for registration of any intellectual property; and (c) all rights of a similar nature to any of the rights referred to in paragraphs (a) and (b) which may subsist in Australia or elsewhere.

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Key Personnel	the person or persons named in an Order to provide the Ordered Services to an Entity, and who may be Expert Personnel.
Law	any applicable law, without limitation, including common or customary law, equity, judgment, legislation, orders, regulations, Statutes, by–laws, ordinances or any other legislative or regulatory measures (including any amendment, modification or re–enactment of them).
Management Advisory Services	provision of professional, independent advice, and other strategic services that involve the development of an intellectual output which represents the independent view of the Service Provider and assists with entity decision-making. Services procured by an Entity must meet the consultancy characteristics as per https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-and-reporting-obligations-rmg-423 and Finance's guidance available here: https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-and-reporting-obligations-rmg-423/characteristics-consultancy-contracts-and-common-examples.
Mandatory Minimum Requirements	as defined in the Indigenous Procurement Policy.
Material	anything in relation to which Intellectual Property rights arise.
Moral Rights	the following non-proprietary rights of authors of copyright Material: (a) the right of attribution of authorship; (b) the right of integrity of authorship; and (c) the right not to have authorship falsely attributed.
Non-corporate Commonwealth Entity	a non-corporate Commonwealth entity as defined by the PGPA Act.
Order	an order in the form of **Schedule 6 (Order Template)**, or in another form issued by an Entity, to the Service Provider for the provision of Services. Where the context permits, a reference to an Order includes a Contract.
Order Commencement Date	the date specified in an Order that the Ordered Services are to commence.
Order Term	the timeframe specified in an Order for the delivery of the Ordered Services.
Ordered Services	the services described in an Order to be provided by the Service Provider, including any Associated Outputs.
Pan-European Public Procurement On-Line Framework	a network for the exchange of electronic business documents relating to e-commerce and e-procurement, primarily between public sector organisations and their suppliers.

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Panel	the Whole of Australian Government (WoAG) Management Advisory Services Panel to which the Service Provider has been appointed, as updated by Finance from time to time.
Panel Manager	the position identified in Item 2 of **Schedule 1 (Head Agreement Details)**, or as otherwise advised by Finance from time to time.
Panellists	members of the Panel, as appointed by Finance from time to time.
Performance Management Framework	the framework described in **Schedule 7 (Performance Management Framework and Service Levels)**.
Personnel	in relation to: (a) the Service Provider, any natural person who is a partner, officer, employee or other personnel (including Key Personnel) of the Service Provider or of a Subcontractor (and, in the case of clauses 16.10, 20.1, 22 and 24 only, an agent or professional adviser of the Service Provider); and (b) Finance or an Entity, any natural person, other than a person referred to in paragraph (a), who is an officer, employee, agent or professional advisor or other personnel of Finance or an Entity.
Personal Information	has the meaning it has in the Privacy Act.
PGPA Act	the *Public Governance, Performance and Accountability Act 2013* (Cth).
Privacy Act	the *Privacy Act 1988* (Cth).
Protective Security Policy Framework	the *Protective Security Policy Framework* outlined at www.protectivesecurity.gov.au, including the Australian Government Information Security Manual outlined at https://www.cyber.gov.au/resources-business-and-government/essential-cyber-security/ism
Quotation	a submission made by the Service Provider in response to an RFQ.
Relevant Schedule	each of **Schedule 2 (Financial Management Advisory Services)**, **Schedule 3 (Corporate Management Advisory Services)** and/or **Schedule 4 (Commercial Management Advisory Services)**, to the extent the Schedule is populated in this Head Agreement.
Request for Quotation or RFQ	a request by an Entity to the Service Provider to provide a Quotation for Services, in the format set out in **Schedule 5 (Request for Quotation template)**, or similar, or as otherwise agreed with the Entity.
RFQ Closing Date	the date and time specified by an Entity in an RFQ that a Quotation is to be submitted by.
Second Finance Senior Executive	the persons holding the positions in the Department of Finance of: a. First Assistant Secretary, Procurement Division; or b. Deputy Secretary, Commercial Group, or as otherwise notified by Finance from time to time.

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Security Classified Resources	information, systems and/or materials for which the Entity has assessed sensitivity and applied a security classification consistent with the principles defined in the Protective Security Policy Framework.
Security Incident	an adverse event or series of events which potentially or actually compromises the confidentiality, integrity, or availability of an information system or the information it holds.
Services	c. for the purposes of this Head Agreement: (i) services provided to Finance in relation to the administration of this Head Agreement; or (ii) any part of the Management Advisory Services described in the Relevant Schedule for which the Service Provider is approved to provide; and/or (b) for the purposes of a Contract, the Ordered Services provided, or to be provided, by the Service Provider.
Service Category/ies	the Service Categories specified in the Relevant Schedule for which the Service Provider is approved to provide, as amended from time to time in accordance with clause 5.4 of this Head Agreement.
Service Subcategory/ies	a subset of a Service Category.
Services Commencement Date	the commencement date for each Service Category as stated in the Relevant Schedule.
Service Level Failure	has the meaning given in clause 3.6 of **Schedule 7 (Performance Management Framework and Service Levels)**.
Service Levels	the service levels contained in **Schedule 7 (Performance Management Framework and Service Levels)** and in an Order.
Service Provider	a party to this Head Agreement.
Service Provider Proprietary Information	means: (a) the Service Provider's cost models, profit margin information and cost plus information (being the separate disclosure of both direct and indirect costs from the profit margin); and (b) information relating to other customers of the Service Provider.
Service Provider's Entity Contact	the person identified in Item 6 of **Schedule 1 (Head Agreement Details)**, or as otherwise advised by the Service Provider from time to time.
Service Provider's Representative	the person identified as holding this role in Item 4 of **Schedule 1 (Head Agreement Details)**, or as otherwise advised by the Service Provider from time to time.
Service Provider's Senior Executive	the person identified as holding this role in Item 5 of **Schedule 1 (Head Agreement Details)**, or as otherwise advised by the Service Provider from time to time.

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Statement of Work	the Services required by an Entity as described in a Request for Quotation or an Order.
Statutory Liability Scheme	any statutory scheme in force from time to time that limits the liability of accounting firms for the provision of accounting and other services, including the ACT Statutory Liability Scheme.
Subcontractor	a party engaged by the Service Provider to perform any part of the Services under a Contract, and that party's directors, officers, employees, agents and consultants (as relevant).
Tax Invoice	has the meaning given under the *A New Tax System (Goods and Services Tax) Act 1999*.
Total Contract Value	the total of all amounts payable under a Contract over the Order Term.
Whole-of-Australian Government Arrangement	an arrangement that was established as a coordinated procurement that is mandatory for Non-corporate Commonwealth Entities to purchase goods and/or services. Details of these arrangements, which are updated from time to time, are available at:https://www.finance.gov.au/government/procurement/whole-australian-government-procurement

1.2 Interpretation

1.2.1 In this Head Agreement and any Contract, 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 a clause, paragraph, Schedule or Attachment is to a clause or paragraph of, or Schedule or Attachment to, this Head Agreement or any Contract and a reference to this Head Agreement or any Contract includes any Schedule or Attachment to this Head Agreement or the Contract, as the context requires;

(d) a reference to a clause, section or paragraph includes a reference to a subclause of that clause, subsection of that section or subparagraph of that paragraph;

(e) a reference to a document, publication, standard, Commonwealth policy or instrument is a reference to the document, publication, standard, Commonwealth policy or instrument as altered, supplemented or replaced from time to time;

(f) a reference to A$, $A, AUD, dollar or $ is to Australian currency unless stated otherwise;

(g) a reference to time is to the time in the place where the obligation is to be performed unless otherwise expressly stated;

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(h) a reference to a party is to a party to this Head Agreement or any Contract as the context requires, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

(i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(j) if the Service Provider is a trustee, the Service Provider warrants that it has the power to perform its obligations under this Head Agreement and any Contract;

(k) a word or expression defined in the Corporations Act or GST Act has the meaning given in the Corporations Act or GST Act, as applicable;

(l) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

(m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Head Agreement, the applicable Contract or any part of those documents;

(o) headings are for ease of reference only and do not affect interpretation; and

(p) a reference to a matter being to the knowledge of a person means that the matter is to the best of the knowledge and belief of that person after proper inquiry, including inquiry which a reasonable person would be prompted to make by reason of knowledge of a fact.

1.2.2 To the extent that the parties have not completed items in a Schedule or Attachment, unless otherwise stated in that Schedule or Attachment, that item will be taken to be 'not applicable' for the purpose of this Head Agreement and any Contract.

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Part A – Overview and Objectives

2 Scope of the Services

2.1 Overview

2.1.1 The Services required under the Panel are for commonly used Management Advisory Services, commonly referred to as consultancy services.

2.1.2 At an Entity's discretion, the Services may also include the delivery of an Associated Output by a Service Provider where that Service Provider was engaged to provide Services under clause 2.1.1, and where this represents value for money.

2.1.3 Agencies may at any time during the Head Agreement Period engage the Service Provider, through the processes set out in clause 11 of this Head Agreement, to provide any of the Services in a Service Category.

2.2 Out of scope

2.2.1 The Services required under the Panel do not include:

(a) contractor (non-consultancy) services performed under the supervision of an Entity, except where this is an Associated Output;

(b) recruitment or labour hire services;

(c) services available under other Whole-of-Australian Government arrangements such as legal services;

(d) services that are unique to information and communication technology, and property consultancy services;

(e) environmental management and assessments;

(f) delivery of training;

(g) the engagement of an eminent person, a prominent individual appointed by an Entity to provide particular services; and

(h) specialist consultancy services that are unique to Agencies that are not provided through the Service Categories.

2.2.2 These out of scope services may be further defined by Finance during the Head Agreement Period.

3 Structure of this Head Agreement

3.1 Overview

3.1.1 **Part A** of this Head Agreement provides an overview of the operation of the Panel, the term and effect of this Head Agreement.

3.1.2 **Part B** of this Head Agreement describes the process for an Entity to order Services under this Head Agreement.

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3.1.3 **Part C** of this Head Agreement sets out general terms and conditions to apply to this Head Agreement and any Order issued under this Head Agreement.

3.2 Order of precedence

3.2.1 If there is inconsistency between any of the documents forming part of this Head Agreement, those documents will be interpreted in the following (descending) order of priority to the extent of any inconsistency:

(a) the terms of this Head Agreement;

(b) the Relevant Schedule;

(c) the other Schedules;

(d) the Attachments (if any);

(e) documents incorporated by reference.

3.3 Head Agreement Period

3.3.1 This Head Agreement begins on the Head Agreement Commencement Date and continues until 30 September 2029 (**Head Agreement Period**), unless terminated earlier in accordance with clause 26.

3.3.2 The Head Agreement Period will not be extended by Finance.

4 Panel structure

4.1 Objectives of the Panel

4.1.1 The objectives of the Panel are to:

(a) provide Agencies with consistent and efficient processes to engage Service Providers;

(b) deliver high quality Services that represent value for money; and

(c) provide increased transparency through improved data and reporting.

5 Scope of this Head Agreement

5.1 Overview

5.1.1 This Head Agreement is a standing offer between Finance and the Service Provider under which, on an as-required basis, any Entity may enter into a Contract with the Service Provider.

5.2 Role of Finance

5.2.1 Finance will manage the Panel and this Head Agreement for the benefit of all Agencies.

5.2.2 Finance's role is to do each of the following:

(a) administer this Head Agreement;

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(b) approve any change to this Head Agreement;

(c) monitor the Panellists' performance against **Schedule 7 (Performance Management Framework)**;

(d) collect data from the Service Provider through the reporting framework set out in **Schedule 8 (Reporting)**; and

(e) monitor and report on the operation of the Panel, including its operation, viability and expenditure.

5.3 No guarantee

5.3.1 The Service Provider acknowledges and agrees that:

(a) there is no guaranteed amount of Services that will be ordered or required under this Head Agreement; and

(b) Finance or an Entity may, at their absolute discretion (and during the term of this Head Agreement) obtain the Services, or services similar to the Services, from any other source they choose on any other terms.

5.4 Panel review and refresh

5.4.1 Finance reserves the right to, at any time during the Head Agreement Period, review the operation of the Panel and do any one or more of the following:

(a) add to or remove Service Categories or Service Subcategories over the term of this Head Agreement;

(b) suspend or remove the Service Provider or other Panellists from the Panel for noncompliance with this Head Agreement as further described in clause 25;

(c) approach the market to:

i. add suppliers to the Panel in one or more Service Category or Service Subcategory; or

ii. add additional Service Categories and Service Subcategories to the Panel (for which the Service Provider and other suppliers may tender to provide).

6 Party representatives

6.1 Panel Manager

6.1.1 The Panel Manager will represent Finance and will administer this Head Agreement on behalf of the Commonwealth and each Entity.

6.1.2 The Panel Manager has authority to deal with the Service Provider in relation to the Service Provider's responsibilities under this Head Agreement.

6.2 Finance Senior Executives

6.2.1 The First Finance Senior Executive has authority to deal with the Service Provider in relation to important or significant matters (as determined by Finance including, for example, the resolution of disputes or Service Level Failures) and any other matters requested by the Finance Representative in relation to this Head Agreement.

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6.2.2 The Second Finance Senior Executive has authority to deal with any matter that has already been considered by the First Finance Senior Executive under clause 6.2.1 and which has subsequently been escalated by the Panel Manager or the First Finance Senior Executive for consideration by the Second Finance Senior Executive.

6.3 Service Provider's Representative

6.3.1 The Service Provider's Representative will represent the Service Provider and is the primary contact for Finance under this Head Agreement.

6.4 Service Provider's Senior Executive

6.4.1 The Service Provider's Senior Executive has authority to deal with Finance in relation to important or significant matters (as determined by Finance including, for example, the resolution of disputes) and any other matters requested by Finance in relation to this Head Agreement.

6.5 Service Provider's Entity Contact

6.5.1 The Service Provider's Entity Contact will be the key point of contact for Agencies to submit any RFQs and issue any Orders.

6.6 Service Provider Personnel contact details

6.6.1 The Service Provider is responsible for ensuring that the contact details in Schedule 1 (Head Agreement Details) for the Service Provider are correct and current.

7 Service Provider Personnel

7.1 General

7.1.1 The Service Provider must use suitably qualified Personnel as are necessary to enable it to fulfil its obligations under this Head Agreement.

7.1.2 The Service Provider must:

(a) provide such information as can be lawfully provided and which is reasonably requested by Finance or an Entity concerning the Personnel the Service Provider is using, or proposes to use, in performing its obligations under this Head Agreement or a Contract;

(b) ensure its Personnel comply with the Service Provider's obligations in this Head Agreement and any Contract; and

(c) ensure its Personnel, when on an Entity's premises or when accessing an Entity's facilities and information, comply as necessary with the reasonable requirements and directions of the Entity with regard to conduct, behaviour, safety and security (including submitting to security checks or clearances as required), and complying with any obligation imposed on an Entity by Law.

7.2 Subcontracting

7.2.1 Unless expressed otherwise in an Order, the Service Provider must:

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(a) not subcontract any aspect of the Ordered Services without the prior written approval of the relevant Entity (such approval may be subject to conditions). This restriction does not apply to a subcontract which is in respect of its ordinary course of business rather than specifically for an Entity, unless the Subcontractor will have access to Entity Material or Entity Confidential Information (in which case the Service Provider will require prior written approval for subcontracting those services);

(b) not subcontract on terms that would permit the Subcontractor to do or omit to do something that would, if done or omitted to be done by the Service Provider, constitute a breach of this Head Agreement or a Contract;

(c) not subcontract with an entity that:

i. has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid any judgment amount; or

ii. is on, or which has one or more employees that are on, or which is a member of an entity that is on, the Commonwealth's consolidated list of individuals and entities to which terrorist asset freezing applies; or

iii. is named by the Workplace Gender Equality Agency as a supplier that has not complied with the *Workplace Gender Equality Act 2012* (Cth);

(d) ensure that any Subcontractor is bound by, and complies with, provisions to the effect of the following clauses of this Head Agreement, to the extent relevant to the services provided by the Subcontractor:

i. clause 13.1.1(a) (Due skill and care);

ii. clause 16 (Commonwealth Laws and policy requirements);

iii. clause 18 (Insurance);

iv. clause 22 (Confidentiality);

v. clause 23 (Security);

vi. clause 24 (Privacy);

vii. clause 26 (Termination); and

viii. clause 29 (Audit and access);

(e) ensure that all subcontracts contain payment terms that are consistent with the payment terms in clause 14.5; and

(f) inform its Subcontractors that the Subcontractor's provision of any Services under this Head Agreement or a Contract may be disclosed publicly.

7.2.2 The Service Provider is fully responsible for the performance of the Services, even if the Service Provider subcontracts any aspect of the provision of the Services.

7.2.3 Any Subcontractors identified in an Order, are deemed to have been approved by an Entity in relation to the Ordered Services.

7.2.4 The Service Provider agrees that Finance or the Entity may publicly disclose the names of any Subcontractors engaged to perform Services under this Head Agreement or a Contract.

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8 Performance Management Framework and Service Levels

8.1 Performance Management Framework

8.1.1 In supplying the Services, the Service Provider acknowledges that it must comply with the Performance Management Framework in **Schedule 7 (Performance Management Framework and Service Levels**).

8.1.2 The Service Provider acknowledges and agrees that its performance in providing Services to Agencies will be:

(a) assessed and reported on by Agencies in accordance with the Performance Management Framework in **Schedule 7 (Performance Management Framework and Service Levels)**; and

(b) collected and used by Finance and shared with Agencies on a confidential basis for the purpose of achieving the objectives of the Panel.

8.2 Service Levels

8.2.1 The Service Provider must provide the Services so as to meet or exceed the Service Levels described in **Schedule 7 (Performance Management Framework and Service Levels)** and any additional Service Levels specified in an Order.

8.2.2 If requested, the Service Provider must provide all necessary information and assistance to enable Finance to verify the Service Provider's performance of the Services against the Service Levels.

8.2.3 The Service Provider acknowledges and agrees that:

(a) an Entity may specify additional Service Levels and reporting requirements in an Order; and

(b) information collected in relation to any Service Levels is Confidential Information of the Commonwealth and may be shared between Agencies on a confidential basis.

8.2.4 The Service Provider must comply with all other obligations imposed on it under **Schedule 7 (Performance Management Framework and Service Levels)**.

9 Reporting

9.1 Reporting to Finance

9.1.1 The Service Provider must, at its own expense, provide Finance with reports in accordance with **Schedule 8 (Reporting)**.

9.1.2 The Service Provider must, if requested by Finance, provide written verification of the accuracy of any reports delivered.

9.1.3 On expiry of this Head Agreement, the Service Provider must continue to provide, at no cost, reports in accordance with **Schedule 8 (Reporting)** in relation to any existing Contract until all invoices are paid and reported to Finance.

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9.2 Reporting to Agencies

9.2.1 The Service Provider agrees to provide an Entity with any other reporting Additional Requirements specified in an Order and any other reporting reasonably required by the Entity in association with a Contract.

10 Relationships

10.1 General obligations of the parties

10.1.1 Each party must:

(a) diligently perform its obligations under this Head Agreement and any Contract; and

(b) work together in a collaborative manner in good faith.

10.2 Service Provider obligations

10.2.1 The Service Provider must:

(a) comply with any reasonable written directions given by Finance in respect of this Head Agreement; and

(b) provide all reasonable assistance required by Finance provided that the assistance requested is consistent with the Service Provider's obligations under this Head Agreement.

10.2.2 In relation to any Ordered Services, the Service Provider must notify the relevant Entity immediately on becoming aware of the existence of a Conflict of Interest.

10.2.3 If requested by Finance, the Service Provider must participate in any meetings (which may be by virtual attendance), in relation to the operation of this Head Agreement at the Service Provider's own expense.

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Part B – Ordered Services

11 Ordering Services

11.1 Overview

11.1.1 An Entity may at any time during the Head Agreement Period, issue the Service Provider's Entity Contact and/or any other Panellists appointed to the Panel with:

(a) a Request for Quotation for the provision of Services; and/or

(b) an Order.

11.2 Request for Quotations

11.2.1 An Entity may issue an RFQ to the Service Provider's Entity Contact in the format provided in **Schedule 5 (Request for Quotation Template)**, or similar format, at any time during the Head Agreement Period.

11.2.2 The Service Provider acknowledges that an Entity is under no obligation to issue an RFQ to the Service Provider, and in deciding whether to issue an RFQ to the Service Provider, an Entity may take into account any factor that the Entity, acting in its complete and absolute discretion, considers relevant, including:

(i) the objectives of the Panel;

(ii) the Service Provider's previous performance in delivering Services, whether to the Entity or any other Entity;

(iii) the Service Provider's compliance with the terms of this Head Agreement and any Contract; and

(iv) the existence and status of any Significant Event, and the status of any remediation plan Finance has requested in response to the Significant Event.

11.2.3 The RFQ will describe the scope of the Services required by the Entity.

11.2.4 In seeking a Quotation, an Entity may request Fees lower to those set out in the Relevant Schedule by seeking that quotes are given on a fixed price or other basis.

11.2.5 In an RFQ, an Entity may also:

(a) require Additional Requirements; and

(b) stipulate additional Service Levels.

11.2.6 Upon receipt of an RFQ, the Service Provider must:

(a) prepare and submit a Quotation by the RFQ Closing Date with:

i. details of the Services proposed to be provided in response to the RFQ;

ii. the applicable Fees to provide the Services;

iii. the names of the Key Personnel (which may include any Expert Personnel) proposed to deliver the Services; and

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iv. any other information requested by the Entity in the RFQ; or

(b) advise the Entity in writing, as soon as possible (and, in any event, before the RFQ Closing Date), that the Service Provider is not submitting a Quotation in response to that RFQ.

11.2.7 When responding to an RFQ the Service Provider may:

(a) offer Fees that are lower than the Fees set out in the Relevant Schedule;

(b) in respect of Expert Personnel only, offer fees that are higher than the Fees for personnel set out in the Relevant Schedule on the basis that the Entity will assess value for money of such fees in their evaluation of the Quotation provided for the particular RFQ; and

(c) set out charges for any Additional Requirements and, where such charges are in addition to the Fees, providing an explanation for the difference, noting that the Entity will assess whether there is a reasonable basis for any such additional charges.

11.2.8 Quotations must remain open for acceptance by the Entity for a minimum of 30 calendar days after the RFQ Closing Date, or for such time as specified by the Entity in an RFQ.

11.2.9 By issuing an RFQ, there is no obligation on the Entity to issue an Order.

11.3 Forming a Contract

11.3.1 A separate Contract will be formed between the Service Provider and an Entity when an Entity issues an Order to the Service Provider and the Order is signed by both parties.

11.3.2 An Entity may issue an Order to the Service Provider in the format provided in **Schedule 6 (Order Template)**, or similar format, at any time during the Head Agreement Period.

11.4 Modifications to Head Agreement

11.4.1 Where an Order seeks to modify the terms of this Head Agreement to reduce the obligations on a Service Provider that would apply to a Contract, then unless the relevant provision of this Head Agreement expressly allows modification in an Order or Contract, the terms that seek to modify this Head Agreement have no legal effect, unless the relevant terms:

(a) have been approved in writing by Finance prior to forming a Contract; and

(b) are specified in the applicable Contract.

11.4.2 If Finance has approved the relevant terms, this Head Agreement is deemed to be amended solely for that Contract without the need to separately amend this Head Agreement.

12 Terms of a Contract

12.1 Terms and conditions

12.1.1 The terms and conditions of each Contract will be:

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(a) the terms and conditions of this Head Agreement, including any modifications approved by Finance under clause 11.4 and stipulated in the Order;

(b) the Order; and

(c) any other documents specified as being part of, incorporated into, or otherwise applicable to, the Contract (including relevant attachments and attached documents).

12.1.2 For a Contract, to the extent of any conflict between any of the provisions referred to in clause 12.1.1, the order of precedence set out in that clause will apply.

12.2 Contract period

12.2.1 A Contract begins on the Order Commencement Date and continues for the Order Term, as specified in the Order, unless the Contract is terminated in accordance with clause 26.

12.2.2 Where an Order Term extends beyond the Head Agreement Period or termination of this Head Agreement, the Order Term cannot be extended, unless otherwise agreed by Finance.

12.2.3 Where a Contract formed under clause 11.3 before the expiration or termination of this Head Agreement continues for the Order Term, notwithstanding the expiration or termination of this Head Agreement, the terms of this Head Agreement continue to apply to the Contract for the entire Order Term.

13 Provision of Services under a Contract

13.1 Service Provider obligations

13.1.1 Upon entering into a Contract, the Service Provider must provide the Ordered Services as detailed in the Contract:

(a) with due skill and care and to the best of the Service Provider's knowledge, expertise and ability;

(b) by Key Personnel who have the qualifications, expertise, capacity and capability to provide the Ordered Services to a high standard, including any particular qualifications, expertise, capacity and capability set out in the Order;

(c) in accordance with relevant Australian Standards or where none apply, relevant international industry standards, where applicable; and

(d) in accordance with the requirements of this Head Agreement and the Order.

13.1.2 The Service Provider must undertake any necessary Services to correct any errors caused by the Service Provider, its Subcontractors or its Personnel which are identified in the Service Provider's work.

13.2 Key Personnel

13.2.1 The Service Provider must ensure that its Key Personnel:

(a) undertake the Ordered Services described in a Contract; and

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(b) have the requisite skills, qualifications and experience for the tasks they are given.

13.2.2 If the Service Provider becomes aware that a Key Person(s) will or may become unavailable for the performance of the Ordered Services, the Service Provider shall (without limiting its obligations or liabilities under this Head Agreement or a Contract):

(a) promptly notify the Entity of the impending unavailability; and

(b) as soon as practicable, nominate a replacement Key Person(s) with comparable experience, skills and expertise for approval by the Entity, which will not be unreasonably withheld.

13.2.3 The Service Provider must provide suitable replacement Key Personnel should an Entity, for security reasons, deny access to or request removal of any Key Personnel who will have access to an Entity's premises or Entity Material.

13.2.4 The Service Provider must, at the request of the Entity, acting in its absolute discretion, remove Key Personnel from work in relation to the Ordered Services. The Service Provider shall nominate replacement Key Personnel for approval by the Entity, which will not be unreasonably withheld.

13.2.5 If clause 13.2.2, clause 13.2.3 or clause 13.2.4 applies, the Service Provider will provide replacement Key Personnel acceptable to the Entity at no additional cost and at the earliest opportunity.

13.3 Liaison with Entity's Personnel

13.3.1 In providing the Ordered Services, the Service Provider must, at no additional cost to the Entity:

(a) liaise with the Entity Representative, or other person nominated by the Entity, as reasonably required; and

(b) comply with all reasonable directions of the Entity Representative where these are not inconsistent with the terms of this Head Agreement or a Contract.

13.4 Inquiries

13.4.1 The Service Provider agrees to provide, at no additional cost, all reasonable assistance requested by an Entity in respect of any inquiry concerning the Service Provider's performance of the Ordered Services.

13.4.2 Without limitation to the generality of clause 13.4.1:

(a) the assistance to be provided by the Service Provider under clause 13.4.1 will include, as appropriate, the preparation of reports, the provision of documents or other Material, and making available relevant Service Provider Personnel to provide information or answer questions on any matters relevant to or arising from an Order which might reasonably be expected to be within the knowledge of the Service Provider. To avoid doubt, this assistance will not include the provision of any legally privileged information; and

(b) an inquiry referred to in clause 13.4.1 will include any administrative or statutory review, audit or inquiry (whether within or external to the Entity), any requests for information or documents directed to the Entity and any inquiry conducted by Parliament or any Parliamentary committee.

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13.4.3 The Entity Representative will endeavour to notify the Service Provider as early as possible of any assistance required under clause 13.4.1, and the Service Provider acknowledges that such notice may be oral and is not subject to any minimum notice period requirement.

13.4.4 This clause 13.4 survives expiration or termination of this Head Agreement.

13.5 Co-operation

13.5.1 The parties intend to conduct themselves for the purposes of the provision of the Ordered Services in the spirit of co-operation and good faith, however this does not override or limit the provisions of this Head Agreement or a Contract.

13.5.2 An Entity will co-operate with the Service Provider by:

(a) making available, as reasonably requested by the Service Provider, management decisions and information that is necessary for the Service Provider to provide the Ordered Services, and

(b) setting priorities for the Ordered Services.

13.5.3 The Service Provider must co-operate with, and provide such reasonable assistance to, any other service provider appointed by an Entity and the Entity, when the service provider and/or Entity is providing services similar to or related to the Services, at no additional cost to the Entity. This clause 13.5.3 does not require the Service Provider to provide any assistance to the extent this would cause a conflict of interest with its auditor independence obligations.

13.5.4 To ensure maximum efficiency in the delivery of Ordered Services, where an Entity provides services in-house, the Entity will co-operate with the Service Provider and where the Entity uses another service provider, the Entity will use its reasonable endeavours to ensure that other service providers co-operate with the Service Provider.

13.6 Relationship of parties

13.6.1 The Service Provider is not by virtue of this Head Agreement or a Contract an officer, employee, partner or agent of the Commonwealth, Finance or an Entity, nor does the Service Provider have any power or authority to bind or represent the Commonwealth, Finance or an Entity, unless specifically authorised in writing by an Entity.

13.6.2 The Service Provider or any officer, employee, partner or agent must not:

(a) misrepresent its relationship with the Commonwealth, Finance or an Entity;

(b) engage in any misleading or deceptive conduct in relation to the Services; or

(c) represent itself as an employee of the Commonwealth, Finance or an Entity.

14 Fees and payment

14.1 Fees

14.1.1 All Fees are inclusive of GST.

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14.1.2 The total invoiced amount for a Contract must not exceed the amount in the Contract unless the parties vary, in advance and in writing, the total Fees payable under the Contract.

14.1.3 Subject to clauses 11.2.7(b) and 11.2.7(c), the Fees specified in the Relevant Schedule are the maximum Fees that may be charged unless adjusted in accordance with clause 14.2.1.

14.2 Fee adjustment

14.2.1 Subject to this clause 14.2, the Service Provider will be awarded an increase to the Fees in the Relevant Schedule in accordance with this clause 14.2, to take effect from 1 July 2026. A Fee increase will be made for each subsequent 1 July during the Head Agreement Period.

14.2.2 If Services, Service Areas, Service Categories, or Subcategories are added to this Head Agreement after the Head Agreement Commencement Date, they will be included in the Fee increase under this clause 14.2 no earlier than 12 months after the date they are added to this Head Agreement.

14.2.3 A Fee increase awarded under this clause 14.2 will:

(a) be equal to the percentage change in the Wage Price Index for the 12 months ending on 31 March of the year in which the increase applies; and

(b) apply to Contracts entered into after the relevant July.

14.2.4 Finance will notify all Service Providers of the updated Fees each year. All updated Fees will be rounded to the nearest two decimal places.

14.3 Travel and related expenses

14.3.1 The Service Provider may only seek reimbursement for travel and related expenses where these expenses are stipulated in a Contract.

14.3.2 The Service Provider must submit a Tax Invoice and accompanying receipts for travel and related expenses in accordance with the invoicing procedures set out in clause 14.4. The Service Provider will be reimbursed at no more than the face value of the receipts.

14.3.3 This clause 14.3 does not prevent the recovery of other expenses, where this is permitted in a Contract.

14.4 Invoicing

14.4.1 The Service Provider must submit a correctly rendered Tax Invoice to the Entity in accordance with the requirements in a Contract. If a Tax Invoice is not correctly rendered, the Entity will return it to the Service Provider for correction and resubmission.

14.4.2 Tax Invoices must include:

(a) information required by law;

(b) payment terms and payment details;

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(c) a description of the Services to which the invoice relates;

(d) itemised amounts payable (broken down by type); and

(e) any other information specified by the Entity in an Order.

14.5 Payment terms

14.5.1 Unless the Contract states otherwise, the Entity will pay the Service Provider in accordance with the timeframes described in the Australian Government's *Supplier Pay on-Time or Pay Interest Policy* available at https://www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmg-417 (or applicable superseding policy).

15 GST and taxes

15.1 GST

15.1.1 Words or expressions used in this clause 15 which are defined in the GST Act have the same meaning in this clause 15.

15.1.2 Unless described otherwise in this Head Agreement or an Order, any consideration to be paid for a supply made under or in connection with this Head Agreement or a Contract is 'GST inclusive'.

15.1.3 Despite any other provision in this Head Agreement or an Order, if a party (Supplier) makes a supply under or in connection with this Head Agreement on which GST is imposed (not being a supply described in this Head Agreement as 'GST inclusive'):

(a) the consideration payable or to be provided for that supply under this Head Agreement but for the application of this clause 15.1.3 (GST exclusive consideration) is increased by, and the recipient of the supply (Recipient) must also pay to the Supplier, an amount equal to the GST payable on the supply (GST Amount); and

(b) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

15.1.4 The Recipient need not make a payment for a taxable supply made under or in connection with this Head Agreement until the Supplier has given the Recipient a Tax Invoice for the supply to which the payment relates.

15.2 Other taxes

15.2.1 Except as provided by this clause 15, the Service Provider agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Head Agreement or a Contract.

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Part C – General Terms and Conditions

16 Commonwealth Laws and policy requirements

16.1 Compliance with Laws

16.1.1 The Service Provider must comply with, and ensure its Personnel comply with all Laws applicable to the provision of Services under this Head Agreement and any Contract, in particular:

(a) *Crimes Act 1914* (Cth);

(b) *Criminal Code Act 1995* (Cth);

(c) *Privacy Act 1988* (Cth)*;*

(d) *Copyright Act 1968* (Cth);

(e) *Workplace Gender Equality Act 2012* (Cth);

(f) *Work Health and Safety Act 2011* (Cth);

(g) *Auditor-General Act 1997* (Cth);

(h) Part 4 of the *Charter of the United Nations Act 1945* (Cth);

(i) *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth);

(j) *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth);

(k) *Modern Slavery Act 2018* (Cth);

(l) *National Anti-Corruption Commission Act 2022* (Cth); and

(m) all applicable laws relating to taxation.

16.2 Service Provider's obligations

16.2.1 The Service Provider is responsible for all wages, salaries and other payments to its Personnel and must fully comply with all relevant Laws and other Commonwealth requirements in relation to Personnel including labour and industrial relations Laws and those relating to working conditions, salary, wages, the payment of any relevant tax, superannuation, 'pay as you go' or other income tax remissions and any other amounts, remissions and allowances including those under any industrial awards or agreements relevant to a Contract. Upon request, the Service Provider must demonstrate that it has complied with these obligations.

16.2.2 Without limiting clause 16.2.1, the Service Provider must:

(a) comply with all applicable Laws and other requirements relating to the security of payments that are due to persons;

(b) ensure that payments made by the Service Provider, including to Subcontractors, are made in a timely manner and comply (where applicable) with the Payment Times Procurement Connected Policy in accordance with clause 16.8; and

(c) as far as practicable, ensure that disputes about any payments to its Personnel, are resolved in a reasonable, timely and cooperative way.

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16.2.3 The Service Provider must:

(a) ensure that, in connection with any Services performed in Australia, its Personnel are at all times:

i. Australian citizens; or

ii. in the case of persons who are not Australian citizens, entitled to work in Australia.

(b) during the Head Agreement Period and any Order Term, and to the extent permitted by Law, notify Finance immediately on becoming aware of:

i. any adverse comments or findings made by a court, commission, tribunal, or other statutory or professional body:

A. regarding the conduct or performance of the Service Provider; or

B. impacting on the professional capacity or capability of its Personnel to deliver the Services;

ii. any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Service Provider's Personnel, agents or Subcontractors that materially impacts or could be reasonably perceived to materially impact on the Service Provider's professional capacity, capability, fitness or reputation;

iii. any unsettled judicial decisions against it relating to unpaid employee entitlements;

iv. any other significant matters, including the commencement of legal or regulatory action, disciplinary action by an independent person or disciplinary action internal to the Service Provider, involving the Service Provider or its Personnel, agents or Subcontractors that may have a material adverse impact on:

A. the Service Provider's compliance with Australian Government policy or legislation; or

B. Finance's or an Entity's compliance with Australian Government policy or legislation; or

C. the Commonwealth's reputation; or

D. the professional capacity or capability of the Service Provider or its Personnel to deliver the Services; and

v. any non-compliance by:

A. the Service Provider or its Personnel; or

B. to the extent that information is known by or reasonably available to the Service Provider, the Service Provider's agents or Subcontractors,

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with any judgment against the Service Provider, its Personnel, agents or Subcontractors (as relevant) from any court or tribunal (including overseas jurisdictions but excluding judgments under appeal or instances where the period for appeal or payment/settlement has not expired) relating to a breach of workplace relations law, work health and safety law or workers' compensation law,

each a **Significant Event**.

16.2.4 A notice issued under clause 16.2.3(b) must provide, to the extent that information is known by or reasonably available to the Service Provider at the time of giving the notice, a summary of the Significant Event, including the date that it occurred and whether any Key Personnel or other Personnel, agents or Subcontractors engaged in connection with the Services were involved.

16.2.5 If, prior to the Service Provider providing a notice under clause 16.2.3(b) in respect of an event, Finance notifies the Service Provider in writing that an event is to be considered a Significant Event for the purposes of clause 16.2.3(b), the Service Provider must issue a notice under clause 16.2.3(b) in relation to the event within five (5) Business Days of being notified by Finance, unless a different timeframe is agreed in writing with Finance.

16.2.6 Where reasonably requested by Finance, the Service Provider must provide Finance with any additional information regarding the Significant Event (to the extent that information is known or reasonably available to the Service Provider at the time that Finance makes a request) within five (5) Business Days of the request, unless a different timeframe is agreed in writing with Finance.

16.2.7 If Finance is notified of a Significant Event in accordance with clause 16.2.3(b), or notifies the Service Provider of an event under clause 16.2.5, then Finance may:

(a) notify the Service Provider that no further action in relation to the Significant Event is required;

(b) notify the Service Provider that a remediation plan is required; or

(c) acting reasonably, determine that the Significant Event is of such a serious or significant nature that it is not appropriate in the circumstances for the Service Provider to continue as a Service Provider on the Management Services Advisory Panel, in which case Finance will notify the Service Provider of that and the occurrence of the Significant Event will be deemed to be a breach of this clause 16, including for the purposes of clause 26.1.2.

16.2.8 If Finance notifies the Service Provider under clause 16.2.7(b) that a remediation plan is required, the Service Provider must prepare a draft remediation plan and submit that draft plan to the Panel Manager for approval within ten (10) Business Days of the request, unless a different timeframe is agreed in writing by Finance.

16.2.9 A draft remediation plan prepared by the Service Provider in accordance with clause 16.2.8 must include the following information:

(a) how the Service Provider will address the Significant Event in the context of the Services, including confirmation that the implementation of the remediation plan will not:

i. materially impact on the delivery of the Services; or

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ii. impact on compliance by the Service Provider with its other obligations under the Head Agreement or a Contract;

(b) how the Service Provider will ensure events similar to the Significant Event do not occur again; and

(c) any other information reasonably requested by Finance.

16.2.10 Finance must review the draft remediation plan and may:

(a) approve the draft remediation plan;

(b) notify the Service Provider of the details of any changes that Finance, acting reasonably, considers are required to the draft remediation plan; or

(c) notify the Service Provider that Finance considers that the draft remediation plan is unsatisfactory having regard to the nature of the Significant Event and the likelihood that the draft remediation plan addresses the matters raised by the Significant Event, in which case Finance will request that the Service Provider give, in writing, and within five (5) Business Days of the request, reasons explaining how the draft remediation plan sufficiently addresses the Significant Event and propose any further amendments that would assist further with this.

Changes to the Remediation Plan

16.2.11 The Service Provider must make any changes to the draft remediation plan reasonably requested by Finance under clause 16.2.10(b) and resubmit the draft remediation plan to Finance for approval within five (5) Business Days of the notice unless a different timeframe is agreed in writing by Finance.

16.2.12 Finance may:

(a) approve the resubmitted draft remediation plan; or

(b) notify the Service Provider that Finance considers that the resubmitted draft remediation plan is unsatisfactory because it has not sufficiently addressed the changes reasonably requested by Finance under clause 16.2.10(b), in which case Finance will request that the Service Provider give, in writing, and within five (5) Business Days of the request, reasons explaining how the resubmitted draft remediation plan sufficiently addresses the changes request by Finance, and propose any further amendments that would assist further.

16.2.13 If the Service Provider provides a response as requested by clause 16.2.12(b) within five (5) Business Days of the request, Finance must review the response and may:

(a) approve the Service Provider's reasons and if applicable the further proposed amendments, in which case Finance will approve the resubmitted draft remediation plan (resubmitted again if relevant); or

(b) reject the resubmitted draft remediation plan (resubmitted again if relevant) if Finance determines, acting reasonably, that the Service Provider's reasons and if applicable the further proposed amendments do not sufficiently address the changes requested by Finance, in which case Finance will notify the Service Provider of that, and the failure to provide a satisfactory remediation plan will be deemed to be a breach of this clause 16, including for the purposes of clause 26.1.2.

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16.2.14 If the Service Provider does not provide a response as requested by clause 16.2.12(b) within five (5) Business Days of the request, then the Service Provider will be deemed to be a breach of this clause 16, including for the purposes of clause 26.1.2.

Service Provider Response

16.2.15 If the Service Provider provides a response as requested by clause 16.2.10(c) within five (5) Business Days of the request, Finance must review that response and may:

(a) approve the Service Provider's reasons and if applicable the further proposed amendments, in which case Finance will approve the draft remediation plan (as resubmitted if relevant); or

(b) reject the draft remediation plan (as resubmitted if relevant) if Finance determines, acting reasonably, that Finance is not satisfied with the Service Provider's reasons and if applicable the further proposed amendments, in which case Finance will notify the Service Provider of that, and the failure to provide a satisfactory remediation plan will be deemed to be a breach of this clause 16, including for the purposes of clause 26.1.2.

16.2.16 If the Service Provider does not provide a response as requested by clause 16.2.10(c) within five (5) Business Days of the request, then the Service Provider will be deemed to be in breach of this clause 16, including for the purposes of clause 26.1.2.

Other Obligations regarding Remediation Plans

16.2.17 Without limiting its other obligations under the Head Agreement or a Contract, the Service Provider must comply with the remediation plan as approved by Finance in accordance with clause 16.2.10(a), 16.2.12(a), 16.2.13(a) or 16.2.15(a).

16.2.18 The Service Provider must provide reports and other information about the Service Provider's progress in implementing any remediation plan as reasonably requested by Finance.

16.2.19 Finance's rights under clauses 16.2.3 to 16.2.18 (both inclusive) are in addition to and do not otherwise limit any other rights Finance may have under the Head Agreement or an Entity may have under a Contract.

16.2.20 The performance by the Service Provider of its obligations under clauses 16.2.3 to 16.2.18 (both inclusive) will be at no additional cost to Finance or any Entity.

16.3 Workplace Gender Equality Act 2012 (Cth)

16.3.1 This clause 16.3.1 applies only to the extent that the Service Provider is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**).

16.3.2 If the Service Provider or its Personnel becomes non-compliant with the WGE Act during the Head Agreement Period, the Service Provider must notify the Panel Manager.

16.3.3 The Service Provider must provide a current letter of compliance within 18 months from the Head Agreement Commencement Date and following this, annually, to the Panel Manager.

16.3.4 Compliance with the WGE Act does not relieve the Service Provider from its responsibility to comply with its other obligations under this Head Agreement.

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16.4 Indigenous Procurement Policy

16.4.1 It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).

16.4.2 The Service Provider must use its reasonable endeavours to increase its:

(a) purchasing from Indigenous Enterprises; and

(b) employment of Indigenous Australians,

in the delivery of the Services.

16.4.3 Purchases from Indigenous Enterprises may be in the form of engagement of an Indigenous Enterprise as a subcontractor, and the use of Indigenous suppliers in the Service Provider's supply chain.

16.4.4 For any RFQs or Orders valued at $7.5 million or more the Mandatory Minimum Requirements of the Indigenous Procurement Policy apply.

16.5 Fraud

16.5.1 For the purposes of this clause, 'Fraud' means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

16.5.2 The Service Provider must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Head Agreement or a Contract. The Service Provider acknowledges the occurrence of Fraud by the Service Provider or its Personnel or Subcontractors will constitute a breach of this Head Agreement and any relevant Contract.

16.5.3 If the Service Provider or its Personnel have committed Fraud, or the Service Provider has failed to take reasonable steps to prevent Fraud by its Personnel, the Service Provider must reimburse Finance or the relevant Entity for the reasonable costs it incurs as a result of the Fraud.

16.6 Shadow Economy Policy

16.6.1 This clause 16.6 applies to any Contracts issued under this Head Agreement with a value of $4 million (GST inclusive) or more.

16.6.2 In this clause 16.6

Shadow Economy Policy	means the *Shadow economy – increasing the integrity of government procurement*: *Procurement connected policy guidelines October 2024* available at https://treasury.gov.au/publication/p2019-t369466.
Satisfactory	means meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8.b of the Shadow Economy Policy.

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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.
Valid	means valid in accordance with Part 7.e of the Shadow Economy Policy.

16.6.3 The Service Provider warrants that at the Head Agreement Commencement Date it holds all Valid and Satisfactory Statements of Tax Record required for its entity type under Part 10 of the Shadow Economy Policy.

16.6.4 The Service Provider must hold all Valid and Satisfactory Statements of Tax Record required for its entity type under Part 10 of the Shadow Economy Policy at all times during the Head Agreement Period and, on request by Finance or an Entity, provide to Finance or an Entity a copy of any such Statement of Tax Record.

16.6.5 The Service Provider warrants in relation to any first tier Subcontractor it has engaged to deliver goods and/or services as part of a Contract resulting from a procurement with an estimated value of $4 million or more (GST inclusive) that, at the time of entry into the subcontract, the Service Provider obtained all Valid and Satisfactory Statements of Tax Record required for the Subcontractor's entity type under Part 10 of the Shadow Economy Policy.

16.6.6 Without limiting its other rights under this Head Agreement or at Law, any failure by the Service Provider to comply with the requirements outlined in clause 16.6.4 will be a breach of this Head Agreement.

16.6.7 The Service Provider must ensure that any first tier Subcontractor engaged to deliver goods and/or services as part of a Contract resulting from a procurement with an estimated value of $4 million or more (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record required for its entity type under Part 10 of the Shadow Economy Policy at all times during the term of the relevant subcontract.

16.6.8 The Service Provider must retain a copy of any Statements of Tax Record held by any first tier Subcontractor in accordance with clause 16.6.7.EntityEntity

16.6.9 If the Service Provider is a partnership, or engages a first tier Subcontractor who is a partnership, the Service Provider will ensure that if a new partner who becomes directly involved in the delivery of the relevant Contract, joins the partnership, that a Valid and Satisfactory Statement of Tax Record for the partner is provided to Finance and each Entity as soon as possible after they become a partner to the partnership.

16.7 Australian Industry Participation

16.7.1 Clause 16.7 applies to any Contracts issued under this Head Agreement with a value of $20 million or more.

16.7.2 Where stated in a Contact, the Australian Industry Participation (AIP) National Framework principles, including the requirement to submit an Industry Participation Plan will apply. More information on AIP plan requirements can be found at www.industry.gov.au/aip.

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16.8 Payment Times Procurement Connected Policy

16.8.1 The Payment Times Procurement Connected Policy may apply to Contracts formed under this Head Agreement with a value above $4 million (GST inclusive) and where stated in the Contract.

16.8.2 The Payment Times Procurement Connected Policy requires large businesses who enter into a Contract with the Commonwealth to match the Australian Government's payment times to:

(a) pay their Subcontractors within Entity20 calendar days following the acknowledgement of the satisfactory delivery of goods or services and the receipt of a correctly rendered invoice; and

(b) use reasonable endeavours to reflect the Payment Times Procurement Connected Policy requirements in Reporting Entity Subcontracts above $4 million (GST inclusive).

16.8.3 The Payment Times Procurement Connected Policy is complementary to the Payment Times Reporting Scheme and the Australian Government's Supplier Pay On-Time or Pay Interest Policy (Resource Management Guide 417).

16.8.4 For more information about the Payment Times Procurement Connected Policy, refer to https://treasury.gov.au/publication/p2021-183909.

16.8.5 For the purposes of clause 16.8.2(b), "Reporting Entity Subcontract" means a subcontract with any person that:

(a) is a Reporting Entity, as defined in the *Payment Times Reporting Act 2020* (Cth); and

(b) provides goods or services directly or indirectly to the Service Provider for the purposes of the Contract where the value of such goods or services are estimated to exceed $4 million (GST inclusive).

16.9 *National Anti-Corruption Commission Act 2022* (Cth) Requirements

16.9.1 The Service Provider acknowledges that in providing the Services to Finance and any Entity under the Head Agreement, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (**NACC Act**).

16.9.2 The Service Provider must comply with any reasonable request, policy or direction issued by Finance or an Entity and otherwise cooperate with Finance or an Entity in relation to any action taken by Finance or an Entity required or authorised by the NACC Act.

16.10 Compliance with the Commonwealth Supplier Code of Conduct

16.10.1 For the purposes of this clause, 'Commonwealth Supplier Code of Conduct' or 'Code' means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

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16.10.2 The Service Provider must comply with, and ensure that its Personnel and Subcontractors comply with, the Code in connection with the performance of this Head Agreement and any Contract.

16.10.3 The Service Provider must:

(a) periodically monitor and assess its, and its Personnel's compliance with the Code; and

(b) on request from Finance or an Entity, promptly provide information regarding:

(a) the policies, frameworks, or systems it has established to monitor and assess compliance with the Code, and

(b) the Service Provider's compliance with clause 16.10.2.

16.10.4 The Service Provider must immediately issue Finance and any relevant Entity a notice on becoming aware of any breach of clause 16.10.2. The notice must include a summary of the breach, the date that the breach occurred, and details of the Personnel involved.

16.10.5 Where Finance or an Entity identifies a possible breach of clause 16.10.2, it may issue the Service Provider a notice, and the Service Provider must, within three (3) Business Days of receiving the notice, either:

(a) where the Service Provider considers a breach has not occurred: advise Finance or the Entity that there has not been a breach and provide information supporting that determination; or

(b) where the Service Provider considers that a breach has occurred: issue a notice under clause 16.10.4 and otherwise comply with its obligations under this clause 16.10.

16.10.6 Notwithstanding clause 16.10.5, Finance or the relevant Entity may notify the Service Provider in writing that it considers that the Service Provider has breached 16.10.2, in which case the Service Provider must issue a notice under clause 16.10.4 and otherwise comply with its obligations under this clause 16.10.

16.10.7 A failure by the Service Provider to comply with its obligations under any part of this clause will be a material breach of the Head Agreement and any Contract.

16.10.8 Nothing in this clause or the Code limits, reduces, or derogates from the Service Provider's other obligations under the Head Agreement and any Contract. Finance's, and any relevant Entity's, rights under this clause are in addition to and do not otherwise limit any other rights Finance and the Entity may have under the Head Agreement or a Contract. The performance by the Service Provider of its obligations under this clause will be at no additional cost to Finance or any relevant Entity.

16.10.9 Without otherwise limiting Finance's and any relevant Entity's rights under the Head Agreement or a Contract, the Service Provider agrees that Finance, an Entity and any other Commonwealth agency may share information relating to the Service Provider's compliance with the Code in connection with the Head Agreement and any Contract. The Service Provider agrees that Finance, an Entity or any other Commonwealth agency may take into account the Service Provider's compliance with the Code in any future approach to market or procurement process.

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17 Service Provider's warranties

17.1.1 The Service Provider warrants on the Head Agreement Commencement Date and each Order Commencement Date that:

- it is not named by the Workplace Gender Equality Entity as an employer that is currently not complying with the *Workplace Gender Equality Act 2012* (Cth);
- it has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid the judgment amount;
- it is not on the Commonwealth's consolidated list of individuals and entities to which terrorist asset freezing applies and none of its Personnel or Subcontractors are on, or are a member of an entity on, that list;
- it is financially viable;
- it has the full power and authority to enter into, perform and observe its obligations under this Head Agreement;
- none of its directors, shareholders or management Personnel have been convicted of an offence relating to fraud, dishonesty or drug trafficking;
- the warranties and representations made in the Respondent's Declaration (provided with the tender) are true and correct, and remain true and correct at all times during the Head Agreement Period and each Order Term;
- it has, and any Personnel it provides to an Entity under a Contract have, the necessary experience, qualifications, skills, knowledge and competence to perform the Services;
- it has all necessary licences and authorisations required to operate and provide the Ordered Services to an Entity under a Contract; and
- unless notified in accordance with clause 16.2.3(b), no Significant Event exists in relation to the Service Provider.

17.1.2 The Service Provider warrants that it will promptly notify and fully disclose to Finance any event or occurrence actual or threatened during the Head Agreement Period or any Order Term that would materially affect the Service Provider's ability to perform any of its obligations under this Head Agreement or any Contract.

18 Insurance

18.1 Obligations to hold insurance

18.1.1 The Service Provider must, prior to the commencement of a Contract and for the duration of a Contract, hold:

(a) professional indemnity insurance which is for an amount not less than $2 million per occurrence and $10 million in the aggregate, unless specified otherwise in an Order;

(b) public liability insurance for an amount of not less than $10 million per occurrence, unless specified otherwise in an Order. An Order may also specify an aggregate limit on public liability insurance;

(c) workers compensation insurance as required by law; and

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(d) any Additional Requirements for insurance specified in an Order.

18.1.2 A Service Provider may self-insure, where approved by Finance.

18.1.3 The professional indemnity insurance referred to in clause 18.1.1(a) (or in any Order), must additionally be held for a period of three years following the end of a Contract, or such other period specified in the Order.

18.1.4 On request from Finance or an Entity the Service Provider must provide evidence of the insurance described in clause 18.1.1 (such as a certificate of currency) within seven calendar days.

19 Liability

19.1 Liability cap

19.1.1 If the Service Provider does not participate in a Statutory Liability Scheme, then subject to clause 19.1.2, the Service Provider's liability arising out of or in connection with this Head Agreement or a Contract, whether for breach of contract, tort (including negligence) or for any other common law or equitable cause of action (including under an indemnity), is limited:

(a) if no liability limitation is specified in the relevant Order - in accordance with the ACT Statutory Liability Scheme, as though that scheme applied to the Service Provider; or

(b) otherwise - in the manner specified in the relevant Order.

19.1.2 Unless otherwise specified in an Order, any limitation of liability does not apply to any loss arising out of:

(a) personal injury (including sickness or death of a person);

(b) loss of, or damage to, tangible property;

(c) any infringement of Intellectual Property rights;

(d) any breach of confidentiality, privacy or security obligations (including clauses 23.2 and 23.3) in the Contract or at Law; or

(e) any breach of any Law, fraud or any unlawful act or omission.

19.2 Accountants liability scheme

19.2.1 If the Service Provider participates in a Statutory Liability Scheme, then:

(a) the Service Provider's liability in relation to this Head Agreement or a Contract (including liability under an indemnity) is limited in accordance with that Statutory Liability Scheme; and

(b) in respect of any types of liability that are not covered by the Statutory Liability Scheme, the Service Provider's liability is limited as described in clause 19.1.

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19.3 Consequential loss

19.3.1 To the extent permitted by Law, but subject to clause 19.1.2, neither party is liable to the other for breach of contract, in tort (including negligence), or for any other common law, equitable or statutory cause of action arising out of, or in connection with, the operation of this Head Agreement or a Contract (including under an indemnity) for any loss recoverable in respect of the following categories of loss:

(a) loss of income, revenue or profits;

(b) loss of opportunity or goodwill;

(c) loss of anticipated savings or business; or

(d) consequential losses, being such losses as may reasonably be supposed to have been in the contemplation of the parties, at the time they entered into this Head Agreement or a Contract, as the probable result of breach of this Head Agreement or the Contract, other than losses such as may fairly and reasonably be considered as arising naturally from the relevant breach.

19.4 Indemnity

19.4.1 In providing any Ordered Services, subject to clause 19.6.1, the Service Provider must indemnify an Entity from and against any:

(a) cost or liability incurred by the Entity;

(b) loss of or damage to property of the Entity; or

(c) loss or expense incurred by the Entity in dealing with any claim against it including reasonable legal costs and expenses and the cost of time spent, resources used or disbursements paid by the Entity,

arising from either:

(d) a breach by the Service Provider of an obligation of confidentiality, privacy or security under this Head Agreement or a relevant Contract;

(e) an unlawful or negligent act or omission of the Service Provider or its Personnel in connection with a Contract; or

(f) an allegation by a third party that any Ordered Services or use of the Ordered Services infringes the Intellectual Property rights or Moral Rights of the third party.

19.4.2 For the purposes of clause 19.4.1, an “infringement” of Intellectual Property Rights includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 100 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth) and section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement.

19.4.3 The right of an Entity to be indemnified under this clause 19.3 is in addition to, and not exclusive of, any other right, power or remedy provided by Law, but the Entity is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

19.4.4 This clause 19.4 survives the expiration or termination of this Head Agreement or a Contract.

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19.5 Management of claims

19.5.1 If an Entity wishes to enforce an indemnity under this clause 19, it must:

(a) give written notice to the Service Provider as soon as practicable;

(b) in the case of a claim by a third party, permit the Service Provider, at the Service Provider's expense, to handle all negotiations for settlement and, as permitted by Law, to control and direct any settlement negotiation or litigation that may follow; and

(c) provide all reasonable assistance to the Service Provider in the handling of any such negotiations and litigation.

19.5.2 If the Service Provider is to handle negotiations or conduct litigation on behalf of the Entity, the Service Provider must:

(a) comply with applicable government policy and obligations relevant to the conduct of the litigation and any settlement negotiations as if the Service Provider was the Entity (including the Commonwealth's *Legal Services Directions 2017* and any direction issued by the Attorney–General);

(b) keep the Entity informed of any significant developments relating to the conduct of the defence or settlement of any claim;

(c) give the Entity all information and documents reasonably requested by the Entity, to enable the Entity to determine whether the defence or settlement by the Service Provider of any claim is being conducted in accordance with applicable government policy and obligations (including any requirements relating to legal professional privilege and confidentiality); and

(d) comply with any reasonable conditions imposed by the Entity.

19.6 Contribution and mitigation

19.6.1 The Service Provider's liability under or in connection with this Head Agreement or a Contract (including under the indemnity in clause 19.4.1) will be reduced:

(a) proportionately to the extent that any act or omission of the Entity or its Personnel contributed to the relevant cost, liability, loss, damage or expense; and

(b) in accordance with any applicable legislative proportionate liability provision.

19.6.2 Each party must use all reasonable endeavours to mitigate its losses and expenses arising under or in connection with a breach of this Head Agreement or a Contract.

20 Intellectual Property rights

20.1 Use of Entity Material

20.1.1 The Entity agrees to provide Entity Material to the Service Provider as specified in an Order or as otherwise agreed by the Entity.

20.1.2 The Entity grants (or will procure) a royalty-free, non-exclusive licence for the Service Provider and its Personnel and Subcontractors to use, reproduce and adapt Entity Material for the purposes of a Contract.

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20.1.3 The Service Provider agrees to ensure Entity Material is used strictly in accordance with any conditions or restrictions specified in an Order and any direction from the Entity.

20.2 Rights in Contract Material

20.2.1 Subject to clause 20.2.2, and except to the extent stated otherwise in the Order, Intellectual Property in all Contract Material vests or will vest in the Service Provider.

20.2.2 Clause 20.2.1 does not affect the ownership of Intellectual Property in:

(a) any Entity Material incorporated into Contract Material; or

(b) any Existing Material.

20.2.3 The Service Provider grants to the Entity a permanent, irrevocable, world-wide, royalty-free, non-exclusive licence, to use, reproduce, adapt, modify, distribute and communicate:

(a) the Contract Material; and

(b) any Existing Material incorporated into the Contract Material, in conjunction with the Contract Material,

for any Commonwealth purpose (other than for commercial exploitation). Unless stated otherwise in an Order, the licence is transferable and includes a right of sublicense.

20.2.4 The Service Provider must not charge an Entity for Material developed for another Entity under the Panel.

20.2.5 The Service Provider warrants that:

(a) it is entitled; or

(b) it will be entitled at the relevant time,

to deal with the Intellectual Property in the Existing Material and Contract Material in the manner provided for in this clause 20.2.

20.3 Restrictions on third party use of Contract Material

20.3.1 An Order may impose restrictions on third party use of Contract Material, where that is appropriate in the context of the Services. An Entity must comply with any such restrictions, where agreed in an Order.

20.3.2 An Entity's use of the name, trade name or logo of the Service Provider may be limited as set out in an Order.

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20.4 Internal working papers

20.4.1 Unless otherwise specified in an Order, the Service Provider is not required to deliver internal working papers (including Audit Working Papers) to Finance or an Entity that are required to be retained by the Service Provider under applicable Laws or professional standards. However, such papers are subject to audit in accordance with clause 29.

21 Moral Rights

21.1 General

21.1.1 Where the Service Provider is a natural person and the author of the Contract Material, he or she consents to the performance of the Permitted Acts by the Entity or any person claiming under or through the Entity.

21.1.2 If clause 21.1.1 does not apply, the Service Provider must ensure that each author of the Contract Material (including the Personnel or a Subcontractor used by the Service Provider in the provision of the Services) consents in writing to the use of the Contract Material by the Entity for the Permitted Acts, even if such use would otherwise be an infringement of their Moral Rights.

21.1.3 This clause 21 does not apply to any Entity Material incorporated in the Contract Material.

21.2 Permitted Acts

21.2.1 In this clause 21, 'Permitted Acts' means:

(a) not attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));

(b) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;

(c) reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and

(d) adding any additional content or information to the Contract Material.

22 Confidentiality

22.1 Disclosure of Confidential Information

22.1.1 Subject to clause 22.2, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.

22.1.2 In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

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22.2 Exceptions to obligations

22.2.1 The obligations of each party under this clause 22.2 will not be taken to have been breached to the extent that Confidential Information:

(a) is disclosed by a party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Head Agreement or any Contract;

(b) is disclosed to a party's internal management or internal business services Personnel, solely to enable effective management or auditing of Head Agreement-related or Contract-related activities or to advisers for advice in connection with this Head Agreement or a Contract, or to a party's insurers and their advisers in connection with any claim or apprehended claim against a party;

(c) is shared by Finance or an Entity within Finance or that Entity, or with another Entity, if this serves the Commonwealth's or the Entity's legitimate interests;

(d) is disclosed by Finance or an Entity to a Commonwealth Minister and his or her advisers;

(e) is disclosed by Finance or an Entity in response to a request from a House or a Committee of the Parliament of the Commonwealth, or from a State or Territory Parliament or Assembly if the relevant Entity is a State or Territory Entity;

(f) is disclosed in circumstances where disclosure is authorised or required by Law, including under this Head Agreement or any Contract, under a licence or otherwise, to be disclosed; or

(g) is in the public domain otherwise than due to a breach of this clause 22.

22.3 Obligations on disclosure

22.3.1 Where a party discloses Confidential Information to another person pursuant to clauses to 22.2.1(a) to 22.2.1(c), the party will notify the receiving person that the information is confidential.

22.3.2 To avoid doubt, clause 22.2.1(c) includes the sharing of performance information between Agencies as envisaged by clause 8 and disclosure of information in order to administer and meet the objectives of the Panel. Agencies will be informed that such information is Confidential Information. Finance will not be liable for any breach of confidentiality obligations by Agencies (but this does not limit the Service Provider's right to make a claim against the relevant Entity for such a breach).

22.3.3 Where a Service Provider discloses Confidential Information to another person pursuant to clause 22.2.1 (f) any such disclosure must be reported in writing to the Entity without delay and the text of the disclosure provided in writing to the Entity as soon as practicable.

22.4 No reduction in privacy obligations

22.4.1 Nothing in this clause 22 limits any obligation which either party may have under Statute including the Privacy Act, any applicable State or Territory privacy legislation, or under a Contract, in relation to the protection of Personal Information.

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22.5 Written undertaking

22.5.1 The Service Provider agrees, on request by an Entity at any time, to arrange for its Personnel who will have access to Confidential Information, to give a written undertaking in a form acceptable to the Entity relating to the use and non-disclosure of Confidential Information.

22.6 Entity Confidential Information

22.6.1 The Service Provider agrees to secure all Entity Confidential Information in its possession or control against loss and unauthorised access, use, modification or disclosure.

22.6.2 At the expiry or early termination of a Contract, unless instructed otherwise by the Entity and subject to clause 22.6.3, the Service Provider must immediately return all Entity Confidential Information in its possession or control to the Entity.

22.6.3 Unless otherwise specified in a Contract, the Service Provider may retain one copy of Entity Confidential Information to the extent included in the Contract Material for its professional record keeping obligations, for insurance purposes or as otherwise required by Law.

23 Security

23.1 General

23.1.1 The Service Provider agrees to comply with any applicable security requirements specified in the Protective Security Policy Framework (including those provisions relevant to Commonwealth contracted service providers), as required by an Entity in an Order.

23.1.2 An Order may include Additional Requirements for security.

23.1.3 The Service Provider agrees to implement security procedures to ensure that it meets its obligations under this clause 23 and will provide reasonable details of these procedures to an Entity on request.

23.2 Data security

23.2.1 The Service Provider must take all necessary steps, and implement all necessary measures, to ensure that any Entity Material, which is accessed, transmitted or stored using or on the Service Provider's or a Subcontractor's information systems is:

(a) not accessed from or stored outside Australia unless specified in an Order or in a standing written approval from the Entity;

(b) protected at all times from:

i. unauthorised access or use by a third party;

ii. misuse, loss, damage, destruction, alteration or corruption by any person; and

(c) without limiting clauses 13.1.1(c) and 23.1.1, afforded protective measures (including but not limited to administrative, physical, and technical safeguards) that are consistent with Best Industry Practice for the Services provided.

23.2.2 In addition to clause 23.2.1, the Service Provider must comply with any data storage Additional Requirements specified by an Entity in an Order.

23.2.3 If required in an Order as an Additional Requirement, the Service Provider must provide the Entity with a Data Breach Response Plan.

23.2.4 Without limiting its obligations under this clause 23, the Service Provider must comply with any additional security requirements notified by Finance or an Entity from time to time.

23.2.5 The Service Provider must immediately notify Finance and any relevant Entity if there is a Security Incident or a breach of any of the Service Provider's obligations under this clause 23, by the Service Provider or any of its Personnel or Subcontractors.

23.3 Harmful Code

23.3.1 The Service Provider must undertake reasonable efforts to detect and prevent:

(a) any unauthorised access to Confidential Information and Personal Information in its systems; and

(b) any Harmful Code from being introduced by the Service Provider, its Personnel or Subcontractors into Finance or the Entity's systems or sent from Finance or the Entity's systems by the Service Provider, its Personnel or Subcontractors, in the course of the Services, including by:

i. implementing practices and procedures that are consistent with industry best practice for an engagement similar to the Services;

ii. use of appropriate and up-to-date virus detection software for preventing and detecting Harmful Code; and

iii. without limiting paragraphs (a) or (b), pro-actively informing itself of developments in threats of Harmful Code, and taking reasonable precautions against such known threats.

23.3.2 If the Service Provider becomes aware that any Harmful Code is found to have been detected the Service Provider must:

(a) notify Finance or the Entity promptly and in any event within 24 hours of discovery;

(b) provide all information known by the Service Provider and reasonably requested by Finance or the Entity in relation to the Harmful Code, its manner of introduction and the effect the Harmful Code has had or is likely to have; and

(c) retain evidence and logs regarding the incident to help in determining the cause, damage and likely source.

23.3.3 The Service Provider must perform its obligations under this clause 23.3 at no additional cost to Finance or the Entity.

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23.4 Cyber Security

23.4.1 At the request of Finance or an Entity by written notice, the Service Provider must provide details of its security measures in place to reduce the risk of Cyber Incidents.

23.4.2 Where the Service Provider becomes aware of, or becomes aware that there are reasonable grounds to suspect that there may have been, a Cyber Incident, the Service Provider must in addition to its other obligations under this clause 23 and if required by Finance or an Entity, advise the Australian Cyber Security Centre, the Department of Home Affairs' Cyber Security Response Coordination Unit and/or the Department of Home Affairs' National Cyber Security Coordinator.

23.4.3 If requested by Finance or an Entity by written notice, within 10 Business Days, the Service Provider must prepare and provide to Finance or the relevant Entity for approval a Cyber Incident Response Plan at no additional cost. If the requesting party does not approve the Cyber Incident Response Plan, it may by notice give reasonable directions to the Service Provider to modify the plan. The Service Provider, its Personnel and Subcontractors must comply with such directions and, within five (5) Business Days resubmit the Cyber Incident Response Plan to the requesting party for approval under this clause 23.4.3.

23.4.4 The Services Provider must comply with any cyber security plan approved by Finance or an Entity under this clause 23.4 and keep the plan up-to-date during the Head Agreement Period or the Order Term and submit the updated plan to Finance or the Entity as appropriate for approval under clause 23.4.3.

24 Privacy

24.1 Personal Information

24.1.1 Clauses 24.1.1 to 24.1.7 apply:

(a) where the Service Provider deals with Personal Information for the purpose of providing the Services in accordance with this Head Agreement or any Contract; and

(b) subject to any modifications or exclusions set out in an Order.

24.1.2 The Service Provider acknowledges that it is or may be considered to be a 'contracted service provider' within the meaning of section 6 of the Privacy Act, and agrees in respect of any Personal Information obtained as a result of this Head Agreement or during the course of performing the Services under a Contract:

(a) to use or disclose that Personal Information only for the purposes of this Head Agreement or that Contract;

(b) to comply with the obligations contained in the Australian Privacy Principles (APPs) as if it were an 'agency' under the Privacy Act;

(c) not to do any act, or engage in any practice that would breach an Australian Privacy Principle, or which if done or engaged in by Finance or the relevant Entity, as the case may be, would be a breach of that APP by Finance or that Entity; and

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(d) to ensure that any Service Provider Personnel and Subcontractors who are required to deal with Personal Information for the purposes of this Head Agreement or a Contract, are made aware of the obligations of the Service Provider as set out in this clause 24.

24.1.3 If the Service Provider becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information obtained by the Service Provider as a result of this Head Agreement or during the course of performing the Services under a Contract, the Service Provider must:

(a) notify Finance and the relevant Entity, as the case may be, in writing as soon as possible, which must be no later than within three calendar days of becoming aware; and

(b) unless otherwise directed by Finance or the Entity, carry out an assessment in accordance with the requirements of the Privacy Act.

24.1.4 Where Finance or an Entity notifies the Service Provider that there has been, an Eligible Data Breach in relation to any Personal Information obtained as a result of this Head Agreement or during the course of performing the Services under a Contract, the Service Provider must:

(a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;

(b) unless otherwise directed by Finance or the relevant Entity, as the case may be, take all other action necessary to comply with the requirements of the Privacy Act; and

(c) take any other action as reasonably directed by Finance or the Entity.

24.1.5 The Service Provider must promptly notify the Panel Manager in respect of this Head Agreement, and the Entity Representative in respect of a Contract, and the Information Commissioner where required, if the Service Provider:

(a) becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this clause 24, whether by the Service Provider or a Subcontractor;

(b) becomes aware that a disclosure of Personal Information may be required by Law; or

(c) receives a request or an inquiry from the Information Commissioner, or from any individual to whom any Personal Information held by the Service Provider or a Subcontractor relates, in respect of Personal Information.

24.1.6 The Service Provider's obligations in this clause 24 are in addition to, and do not restrict, any obligations it may have under the Privacy Act or the APPs including any privacy codes or principles that would apply to the Service Provider but for the application of the other provisions of this clause 24.

24.1.7 Nothing in this clause 24 derogates from clauses 22 or 23.

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25 Suspension from Panel

25.1 Suspension due to non-compliance

25.1.1 Finance may suspend the Service Provider from providing Services under the Panel, by written notice to the Service Provider, if:

(a) the Service Provider has materially breached this Head Agreement (including a breach of a provision referenced in 26.1.1(a)) or Finance has a right to terminate this Head Agreement;

(b) Finance has received substantiated evidence of continuous or substantial negative feedback from one or more Entity in respect of the performance of the Service Provider in connection with the Panel;

(c) Finance reasonably considers that the Service Provider is not providing the Offered Services to Agencies in accordance with this Head Agreement; or

(d) Finance reasonably considers that the Service Provider is not exhibiting the behaviours required under clause 13.5.3.

25.1.2 Any suspension of the Service Provider may apply to any one or more Relevant Schedule or Service Categories or Service Subcategories and may be for any period of time.

25.1.3 Before Finance suspends the Service Provider, Finance will:

(a) provide the Service Provider with the reasons for any proposed suspension;

(b) consider any feedback provided by the Service Provider within the timeframes reasonably required by Finance; and

(c) allow the Service Provider a reasonable opportunity to rectify the issues that would entitle Finance to suspend the Service Provider, within the timeframes reasonably required by Finance.

25.1.4 If the Service Provider is suspended:

(a) the Service Provider must not enter into any Contract in respect of the suspended Relevant Schedule or Service Categories or Service Subcategories;

(b) the Service Provider must promptly notify Finance if it receives any request to enter into a Contract or any Request for Quotation in respect of the suspended Relevant Schedule or Service Categories or Service Subcategories;

(c) must not respond to the request to enter into a Contract or Request for Quotation (other than to inform the requesting party that the Service Provider is not able to respond to that request); and

(d) all other provisions of this Head Agreement and any existing Contracts not affected by the suspension continue.

25.1.5 Finance may at any time lift a suspension by notifying the Service Provider. Finance must lift the suspension promptly after the Service Provider demonstrates to Finance's reasonable satisfaction that the Service Provider has rectified the issues that caused the suspension.

25.1.6 If:

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(a) any suspension is not lifted within three calendar months;

(b) Finance has reasonable grounds to believe that the Service Provider no longer supplies Services that meet the requirements for a particular Relevant Schedule or Service Category; or

(c) the Service Provider requests,

then Finance may revoke its approval of the Service Provider in respect of any or all of the suspended or removed Relevant Schedules or Service Categories or Service Subcategories by written notification to the Service Provider, and the Service Provider agrees to promptly (and at its cost) enter into a variation to this Head Agreement to give effect to this.

26 Termination

26.1 Termination of Head Agreement for default

26.1.1 Finance may, with immediate effect, terminate this Head Agreement for default, by written notice to the Service Provider, if the Service Provider:

(a) commits a material breach of a provision of this Head Agreement which is not capable of remedy;

(b) commits a material breach of a provision of this Head Agreement which is capable of remedy, but where the Service Provider fails to remedy the breach within 10 Business Days, unless otherwise agreed by Finance, after being given written notice by Finance to remedy the breach;

(c) commits a breach of a provision of this Head Agreement which is capable of remedy, but where the Service Provider fails to remedy the breach within 30 calendar days after being given written notice by Finance to remedy the breach;

(d) becomes aware that Personnel or Subcontractors of the Service Provider have committed a breach of national security or without written authorisation released Commonwealth Confidential Information to a third party;

(e) is found to have provided false or misleading information to Finance or an Entity in respect of any aspect of their participation on the Panel;

(f) being a corporation, subject to Finance complying with any requirements under the Corporations Act, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act, or has an order made against it for the purpose of placing it under external administration;

(g) being an individual or partnership, becomes bankrupt or enters into a scheme of arrangement with creditors; or

(h) in Finance's reasonable opinion, no longer has the capacity and capability to provide the Services in accordance with this Head Agreement.

26.1.2 For the purposes of clause 26.1.1, a breach of the following clauses will constitute a material breach not capable of remedy:

(a) clause 16 (Commonwealth Laws and policy requirements);

(b) clause 20 (Intellectual Property);

(c) clause 21 (Moral Rights);

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(d) clause 22 (Confidentiality);

(e) clause 23 (Security);

(f) clause 24 (Privacy);

(g) clause 30 (Conflict of Interest); and

(h) a warranty provided for in clause 17.

26.1.3 If this Head Agreement is terminated for default:

(a) the Service Provider may no longer participate, from the date of the termination, in the Panel with respect to entering any new Contract to provide Services to Agencies; and

(b) an Entity which is a party to an existing Contract with the Service Provider under the Panel may, at its discretion, terminate that Contract for default as well.

26.2 Termination of Contract for default

26.2.1 If the Service Provider fails to satisfy any of its obligations under a Contract, and the Entity considers that the failure is:

(a) not capable of remedy, the Entity may, by notice terminate the Contract immediately; or

(b) capable of remedy, the Entity may, by notice require that the failure be remedied within a reasonable time as specified in the notice and, if not remedied within that time, may terminate the Contract immediately by giving a second notice.

26.2.2 The Entity may also by notice, terminate a Contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Service Provider:

(a) being a corporation, subject to the Entity complying with any requirements under the *Corporations Act 2001* (Cth), comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act, or has an order made against it for the purpose of placing it under external administration;

(b) being an individual or partnership, becomes bankrupt or enters into a scheme of arrangement with creditors; or

(c) is terminated for default under clause 26.1.

26.2.3 The Service Provider may only terminate a Contract by issuing a notice to terminate if:

(a) the Entity has not paid a correctly rendered Tax Invoice that is not disputed by the Entity within 40 Business Days after payment was due (**Payment Due Date**) provided that the Service Provider has:

i. notified the Entity in writing of its claim for payment at least 20 Business Days after the Payment Due Date (or such other period specified in the Order); and

ii. subsequently notified the Entity at least 40 Business Days after the Payment Due Date (and at least 10 Business Days has elapsed since this subsequent notice was provided) (or such other periods specified in the Order); or

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(b) the Entity breaches a material provision and has failed to remedy the breach within 40 Business Days or such other period agreed by the parties after receiving a notice requiring it to remedy the breach.

26.3 Termination or reduction of Head Agreement for convenience

26.3.1 Finance may terminate this Head Agreement, or reduce the scope of Services provided on the Panel, for any reason on 30 calendar days prior written notice to the Service Provider.

26.4 Termination or reduction of Contract for convenience

26.4.1 An Entity may by 10 Business Days' notice, at any time and in its absolute discretion terminate a Contract, or reduce the scope of any Ordered Services.

26.4.2 The Service Provider agrees, on receipt of a notice of termination or reduction:

(a) to stop or reduce work as specified in the notice;

(b) to use all reasonable endeavours to mitigate its costs incurred as a result of such termination or reduction; and

(c) to continue work on any part of any Ordered Services not affected by the notice.

26.4.3 In the event of termination under clause 26.4.1, the Entity will be liable only:

(a) to pay any Fees due under a Contract relating to Ordered Services completed before the date of termination. Unless otherwise specified in an Order, where:

i. Fees in an Order are calculated on a milestone basis;

ii. the event of termination occurs before the relevant milestone is reached; and

iii. the Service Provider is able to substantiate the level of effort and time it has spent providing the Ordered Services to the reasonable satisfaction of the Entity,

then the Entity will pay Fees for Ordered Service completed before the date of termination calculated as the Fees that would have been payable on a time and materials basis to perform the relevant Services; and

(b) to the extent not recovered under clause 26.4.3(a), the costs properly, unavoidably and directly incurred as a result of such termination or reduction (excluding: (i) the cost of redundancies, redeployment or other costs associated with employment actions taken as a result of the termination or reduction; (ii) the costs of termination of Subcontractors; and (iii) costs relating to premises) and which can be substantiated to the Entity's reasonable satisfaction.

26.4.4 The Entity will not be liable to pay amounts under clause 26.4.3 (a) and 26.4.3 (b) which would, added to any Fees already paid to the Service Provider under a Contract, together exceed the Fees specified in an Order.

26.4.5 In the event of a reduction in the scope of any Ordered Services, the Entity's liability to pay Fees, allowances or costs under any relevant Contract will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Ordered Services.

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26.4.6 The Service Provider will not be entitled to compensation for loss of prospective profits.

26.5 Effect of expiration, termination, or reduction

26.5.1 The expiration, termination, or reduction in scope of this Head Agreement does not automatically terminate or otherwise affect the operation of any Contract entered into with an Entity pursuant to this Head Agreement prior to the date of expiration, termination, or reduction.

26.5.2 Where this Head Agreement has been:

(a) terminated or has expired in accordance with this clause 26, the Service Provider must not accept a new Order or an extension of an existing Order entered into with an Entity prior to the date of termination or expiration; or

(b) reduced in scope in accordance with clause 26.3, the Service Provider must not accept a new Order or an extension of an existing Order entered into with an Entity prior to the date of reduction where such Order relates to Services under a Service Category from which the Service Provider has been removed.

26.5.3 Upon notice of:

(a) termination, Finance will promptly remove the Service Provider from the Panel; or

(b) reduction in scope, Finance will promptly remove the Service Provider from one or more Service Categories or Service Subcategories under which the Service Provider has been appointed to provide Services under the Panel.

27 Issue and dispute resolution

27.1 Interpretation

27.1.1 In this clause 27, a reference to a 'party' is a reference to the Service Provider, Finance or an Entity, as the case may be.

27.2 Escalation of issues to Finance

27.2.1 Where the Service Provider is unable to resolve a complaint or issue with an Entity, the Service Provider, or the Entity, may request that Finance intervenes to assist in resolving the issue. Finance will not be the independent third person referred to in clause 27.3.1.

27.3 Procedure for dispute resolution

27.3.1 The parties agree that a dispute arising under this Head Agreement or a Contract will be dealt with as follows:

(a) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(b) each party will use genuine steps to resolve any dispute by direct negotiation in the first instance;

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(c) if the dispute cannot be resolved, each party will nominate a representative not having any prior involvement in the dispute;

(d) the representatives will use genuine steps to try to settle the dispute by direct negotiation between them;

(e) failing settlement within 10 Business Days after the nomination of a representative in accordance with clause 27.3.1(c), the parties may agree to refer the dispute to an independent third person with power:

i. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or

ii. to mediate and recommend some form of non-binding resolution;

(f) the parties will cooperate fully with any process instigated under clause 27.3.1(e) in order to achieve a speedy resolution; and

(g) if:

i. a resolution is not reached within 20 Business Days after the dispute is referred to an independent third person in accordance with 27.3.1(e); or

ii. if no agreement as to an independent third person or resolution of dispute is reached following 30 Business Days commencing on the nomination of a representative in accordance with clause 27.3.1(c),

either party may commence legal proceedings.

27.4 Costs

27.4.1 Each party will bear its own costs of complying with this clause 27 and the parties will bear equally the cost of any third person engaged under clause 27.3.1(e).

27.5 Continued performance

27.5.1 Despite the existence of a dispute, the Service Provider will (unless requested in writing by an Entity not to do so) continue to perform any Ordered Services.

27.6 Exemption

27.6.1 This clause 27 does not apply to:

(a) action by an Entity under or purportedly under any clause relating to termination, whether for convenience or for default; or

(b) legal proceedings by either party seeking urgent interlocutory relief.

28 Books and records

28.1.1 The Service Provider must keep adequate books and records, in accordance with Accounting Standards, in sufficient detail to enable the amounts payable by an Entity under a Contract to be determined.

28.1.2 The Service Provider must, in the performance of its obligations under this Head Agreement, and any Contract, at all times comply with any applicable requirements of the *Archives Act 1983* (Cth) and any Records Disposal Authority issued under that Act in respect of Commonwealth or Entity records which are under the custody or control of the Service Provider.

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29 Audit and access

29.1 Right to conduct audit

29.1.1 The Service Provider agrees to provide access to the Service Provider's premises to conduct audits relevant to the performance of the Service Provider for:

(a) this Head Agreement, to Finance, or a person or organisation nominated by Finance; or

(b) a Contract, to the Entity's Representative or a person or organisation nominated by the Entity.

29.1.2 Audits may be conducted of:

(a) the Service Provider's operational practices and procedures as they relate to this Head Agreement and any Contract (including security procedures);

(b) the Fees and the accuracy of the Service Provider's invoices and reports in relation to the provision of Services under this Head Agreement and any Contract;

(c) the Service Provider's compliance with its confidentiality, privacy, security and other obligations under this Head Agreement and any Contract;

(d) the Service Provider's obligation to supply the Ordered Services as detailed in the Order in accordance with relevant Australian Standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines as required under clause 13.1.1(c); and

(e) Material (including accounts and records) in the possession of the Service Provider relevant to the Services or this Head Agreement or any Contract.

29.1.3 The rights referred to in clause 29.1.1 are subject to:

(a) Finance or an Entity providing reasonable prior notice;

(b) reasonable security procedures being in place at the premises;

(c) restrictions on access under applicable Laws; and

(d) if reasonably required by the Service Provider, execution of a deed of confidentiality by the persons to whom access is given.

29.1.4 The Auditor-General, the Information Commissioner, and their delegates are persons authorised for the purposes of this clause 29.

29.1.5 Finance and an Entity will not appoint a Direct Competitor of the Service Provider as an auditor under this clause 29.

29.1.6 Despite any other clause in this Head Agreement, the Service Provider is not required to disclose to an auditor any Service Provider Proprietary Information or any other information which, if disclosed, would cause the Service Provider to breach any Laws applicable to the Service Provider.

29.1.7 This clause 29 does not detract from the statutory powers of the Auditor-General, the Information Commissioner and their delegates.

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30 Conflict of Interest

30.1.1 The Service Provider warrants that, to the best of its knowledge after making diligent inquiry at the Order Commencement Date, no Conflict of Interest except as disclosed in writing to the relevant Entity, exists or is likely to arise in the performance of the Ordered Services.

30.1.2 The Service Provider must use its best endeavours (including making all appropriate enquiries) to ensure that:

(a) a situation does not arise which may result in a Conflict of Interest; and

(b) any Personnel and Subcontractors of the Service Provider do not engage in any activity or obtain any interests likely to conflict with or restrict the Service Provider in providing the Ordered Services to an Entity fairly and independently.

30.1.3 If, a Conflict of Interest arises, or appears likely to arise, the Service Provider agrees:

(a) to notify the relevant Entity immediately;

(b) to the extent possible, make full disclosure of all relevant information relating to the Conflict of Interest; and

(c) to take any steps the relevant Entity reasonably requires to resolve or otherwise deal with the Conflict of Interest.

30.1.4 If the Service Provider fails to notify an Entity in accordance with clause 30.1.3(a) or does not comply with the Entity's reasonable requirements to resolve or otherwise deal with the Conflict of Interest, the Entity may terminate the relevant Contract or Contracts in accordance with clause 26.2 (Termination of Contract for Default).

31 Notices and other communications

31.1 Service of notices

31.1.1 A notice must be in writing and is deemed to have been given if:

(a) it is delivered by hand, on the date on which it is delivered;

(b) it is sent by post, on the day upon which it would be delivered in the normal course of post; or

(c) transmitted electronically, with proof of a successful transmission (provided that the sender does not receive subsequent notification that that the notice failed to transmit).

31.1.2 The address for service of notice of each party of this Head Agreement is set out in Item 7 of **Schedule 1 (Head Agreement Details)**, or such other address as is notified by the party from time to time.

31.1.3 The address for notices for an Entity will be set out in an Order issued by the Entity to the Service Provider.

31.2 Variations

31.2.1 Finance can propose a variation to this Head Agreement by issuing a Deed of Variation in the format provided in **Schedule 10 (Deed of Variation)**.

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31.2.2 The Service Provider can propose a variation to this Head Agreement by issuing a Deed of Variation in the format provided in **Schedule 10 (Deed of Variation)**.

31.2.3 No variation to this Head Agreement will be effective unless the Deed of Variation is signed by the Finance Senior Executive and the Service Provider's Senior Executive.

31.2.4 Variations to this Head Agreement will become effective on the date the last party signs the Deed of Variation.

31.2.5 A Contract may not be varied unless the Entity and the Service Provider have agreed to that variation in writing, which may be in the format provided in **Schedule 6A (Order Variation Template)**.

32 Miscellaneous

32.1 Entire Agreement

32.1.1 This Head Agreement and each Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

32.2 Survival

32.2.1 The following clauses survive the expiry or termination of this Head Agreement or any Contract:

(a) any clause expressly stated to survive, or which by its nature or operation survives, the expiry or termination of this Head Agreement or any Contract, in accordance with that clause;

(b) any provision relating to liability or indemnity;

(c) 13.4 (Inquiries);

(d) 18 (Insurance);

(e) 20 (Intellectual Property Rights);

(f) 22 (Confidentiality);

(g) 23 (Security);

(h) 24 (Privacy);

(i) 26 (Termination);

(j) 27 (Issue and dispute resolution);

(k) 28 (Books and records);

(l) 29 (Audit and access);

(m) 32 (Miscellaneous); and

(n) any other provision which expressly or by implication from its nature is intended to continue.

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32.3 Approvals and consents

32.3.1 Except where this Head Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally, or withhold, any approval or consent under this Head Agreement.

32.4 Assignment and novation

32.4.1 The Service Provider must not assign or novate its rights or obligations:

(a) under this Head Agreement without the prior written consent of Finance; or

(b) under a Contract without the prior written consent of the relevant Entity.

32.4.2 Where the Service Provider wishes to assign or novate its rights or obligations under this Head Agreement, the Service Provider must provide the Panel Manager with a completed Deed of Novation in the form provided at **Schedule 11 (Deed of Novation)**.

32.4.3 Any consent given or withheld by Finance or the relevant Entity under clause 32.4.1 may be given in Finance's or the Entity's sole discretion.

32.5 Waiver

32.5.1 A failure or delay by a party to exercise any right or remedy it holds under this Head Agreement, or any Contract, at Law does not operate as a waiver of that right.

32.5.2 A single or partial exercise by a party of any right or remedy it holds under this Head Agreement, or any Contract, or at Law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

32.6 Announcements

32.6.1 The Service Provider must, before making a public announcement in connection with this Head Agreement or any Contract, or any transaction contemplated by this Head Agreement or any Contract, obtain Finance's, or in the case of a Contract the relevant Entity's, written agreement to the public announcement.

32.7 Governing Law and jurisdiction

32.7.1 This Head Agreement, and any Contract, is to be construed in accordance with, and any matter related to it is to be governed by, the Law of the Australian Capital Territory, or any other Australian jurisdiction specified in the Order.

32.8 Costs, duties and taxes

32.8.1 Each party must pay its own costs of negotiating, preparing and executing this Head Agreement and any Order.

32.9 Capacity Warranties by the Service Provider

32.9.1 The Service Provider represents and warrants that:

(a) it has the right to enter into this Head Agreement and any Contract;

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(b) it has full power and authority to perform and observe its obligations under this Head Agreement and any Contract; and

(c) the execution and performance of this Head Agreement has been duly and validly authorised by the Services Provider.

32.10 Electronic Signatures and Acceptance

32.10.1 If a document is required to be signed or otherwise accepted in accordance with, or for purposes related to, this Head Agreement, that document may be signed or otherwise accepted electronically, unless otherwise notified by Finance.

32.11 Counterparts

32.11.1 This Head Agreement may be executed in counterparts. All executed counterparts constitute one document.

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Schedule 1 – Head Agreement Details

Item 1 (clause 1.1)	**Head Agreement Commencement Date** [insert date].
Item 2 (clause 1.1)	**Panel Manager** Director, Management Advisory Services Panel Strategic Contracting Branch Department of Finance
Item 3 (clause 1.1)	**First Finance Senior Executive** Assistant Secretary, Strategic Contracting Branch Department of Finance
Item 4 (clause 1.1)	**Service Provider's Representative** <Name> <Position> <Contact number> <Email address>
Item 5 (clause 1.1)	**Service Provider's Senior Executive** <Name> <Position> <Contact number> <Email address>
Item 6 **(**clause1.1)	**Service Provider's Entity Contact** <Name> <Position> <Contact number> <Email address 1> <Email address 2>
Item 7 (clause 31)	**Address for notices** (a) **Finance** Director, Management Advisory Services Panel Department of Finance One Canberra Avenue Forrest ACT 2603 Email: MASPanel@finance.gov.au

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(b) **Service Provider**

<Name>

<Position>

<Physical address>

<Email address>

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Schedule 2 – Financial Management Advisory Services

This Schedule 2 will be populated if the Service Provider is approved to provide Financial Management Advisory Services to the Australian Government.

1. Services Commencement Date

1.1. The Services to be provided under this Schedule 2 commence on [insert date].

2. Introduction

2.1. The purpose of this Schedule 2 is to specify the Service Categories and Service Subcategories that the Service Provider is approved to provide under the Financial Management Advisory Services category.

2.2. The Services that can be provided under this Schedule 2 comprise of independent professional advice, research, assessments and other strategic services, commonly referred to as consultancy services.

2.3. At an Entity's discretion, the Services may also include the delivery of an Associated Output by the Service Provider where the Service Provider was engaged to provide Services under clause 2.2 of this Schedule 2, and where this represents value for money.

3. Service Categories

3.1. The Service Provider is approved to provide Services in the following Service Categories and Service Subcategories:

[*This section will be completed to include the Service Categories and Service Subcategories the Service Provider is approved to provide*]

Service Category	Service Subcategory
Accounting	Budgets
	Accounting Advisory
	Taxation
Financial Advisory	Technical Financial
	Financial and Economic Analysis
	Financial Assessments
	Valuation Services
	Investment Banking Services
Financial Audit	Financial and Performance Audits
	Forensic Accountancy Audits and Investigations
Actuarial	Actuarial Services

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4. Audit services

4.1. To the extent the Services described in clause 3 include audit services, the Service Provider will perform such audit services:

4.1.1. in accordance with the provisions relating to auditor appointment, independence and rotation in Part 2M.4 of the Corporations Act 2001 (if applicable); and

4.1.2. in accordance with the code of ethics for professional accountants issued by the Accounting Professional and Ethical Standards Board (or equivalent overseeing body) including, without limitation, the requirements of APES 110 Code of Ethics for Professional Accountants (as amended or replaced from time to time).

5. Fees

5.1. The Service Provider's Fees in this Schedule 2 are the maximum Fees that may be charged unless adjusted in accordance with:

5.1.1. the Request for Quotation process provided for in clause 11.2.4 of the Head Agreement, and agreed in a Contract;

5.1.2. clause 11.2.7 (a) or (b) of the Head Agreement; and/or

5.1.3. the Fee adjustment mechanism in clause 14.2.1 of the Head Agreement.

[*This section will be completed based on the Service Provider's response]*

5.2. The Service Provider's Fees for all Service Categories identified in clause 3 are:

Personnel classification	Position Title	Hourly Rate (GST inclusive)
Level 6	[Insert]	[Insert]
Level 5	[Insert]	[Insert]
Level 4	[Insert]	[Insert]
Level 3	[Insert]	[Insert]
Level 2	[Insert]	[Insert]
Level 1	[Insert]	[Insert]

Or where there are differences in pricing across Subcategories

[Insert Subcategory]		
Personnel classification	**Position Title**	**Hourly Rate (GST inclusive)**
Level 6	[Insert]	[Insert]
Level 5	[Insert]	[Insert]
Level 4	[Insert]	[Insert]

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[Insert Subcategory]		
Personnel classification	**Position Title**	**Hourly Rate (GST inclusive)**
Level 3	[Insert]	[Insert]
Level 2	[Insert]	[Insert]
Level 1	[Insert]	[Insert]

5.3. Additionally, the Service Provider has Expert Personnel whose maximum hourly rate is $XXX (GST inclusive). Agencies will determine if these Fees represent value for money in the Request for Quotation process. DELETE IF NO EXPERTS

6. Order Value Discounts

[*This section will be completed based on the Service Provider's response*].

The following definitions apply to this section 6.

Order Value Discount means the discount applied to the Total Contract Value of an Order in accordance with this Schedule 2.

Order Value Threshold means the value range within which an Order Value Discount applies as set out in this Schedule 2.

6.1. Subject to clause 6.2, the Order Value Discounts in the table below apply to the Total Contract Value of an Order where the initial value of the Order falls within an Order Value Threshold.

6.2. If an Order with an initial Total Contract Value below an Order Value Threshold is varied over the term of the Order such that the Total Contract Value of the Order, as varied, falls within an Order Value Threshold, the Order Value Discounts in the table below only apply to the Total Contract Value of the varied Order that falls within the relevant Order Value Threshold.

For example, an Order Value Discount of 2% applies to an Order Value Threshold of between $500,000 and $1,000,000, and an initial Order with a Total Contract Value of $450,000 is increased to $550,000 by variation. In this case, the 2% discount will only be applied to the $50,000 that falls within the Order Value Threshold, and the value up to $500,000 will not be discounted.

6.3. The following Order Value Discounts apply:

Order Value Thresholds	Discount
$500,000 to $1,000,000	[Insert]
$1,000,001 to $5,000,000	[Insert]
$5,000,001 to $10,000,000	[Insert]
$10,000,001+	[Insert]

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OR

No Order Value Discounts apply to this Service Provider.

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Schedule 3 – Corporate Management Advisory Services

This Schedule 3 will be populated if the Service Provider is approved to provide Corporate Management Advisory Services to the Australian Government.

1. Services Commencement Date

1.1. The Services to be provided under this Schedule 3 commence on [insert date].

2. Introduction

2.1. The purpose of this Schedule 3 is to specify the Service Categories and Service Subcategories that the Service Provider is approved to provide under the Corporate Management Advisory Services category.

2.2. The Services that can be provided under this Schedule 3 comprise of independent professional advice, research, assessments and other strategic services, commonly referred to as consultancy services.

2.3. At an Entity's discretion, the Services may also include the delivery of an Associated Output by the Service Provider where the Service Provider was engaged to provide Services under clause 2.2 of this Schedule 3, and where this represents value for money.

3. Service Categories

3.1. The Service Provider is approved to provide Services in the following Service Categories and Service Subcategories:

[*This section will be completed to include the Service Categories and Service Subcategories the Service Provider is approved to provide*]

Service Category	Service Subcategory
Organisational planning and development	Business strategy and improvement
	Change Management
	Business performance reviews
	Business continuity
Human Resources	Capability and performance
	Workforce management
Corporate Governance	Governance structures and performance
	Compliance, fraud and Integrity
Internal Audit	Audit and assurance

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4. Audit services

4.1. To the extent the Services described in clause 3 include audit services, the Service Provider will perform such audit services:

4.1.1. in accordance with the provisions relating to auditor appointment, independence and rotation in Part 2M.4 of the Corporations Act 2001 (if applicable).

5. Fees

5.1. The Service Provider's Fees in this Schedule 3 are the maximum Fees that may be charged unless adjusted in accordance with:

5.1.1. the Request for Quotation process provided for in clause 11.2.4 of the Head Agreement, and agreed in a Contract;

5.1.2. clause 11.2.7 (a) or (b) of the Head Agreement; and/or

5.1.3. the Fee adjustment mechanism in clause 14.2.1 of the Head Agreement.

[*This section will be completed based on the Service Provider's response*].

5.2. The Service Provider's Fees for all Service Categories identified in clause 3 are:

Personnel classification	Position Title	Hourly Rate (GST inclusive)
Level 6	[Insert]	[Insert]
Level 5	[Insert]	[Insert]
Level 4	[Insert]	[Insert]
Level 3	[Insert]	[Insert]
Level 2	[Insert]	[Insert]
Level 1	[Insert]	[Insert]

Or where there are differences in pricing across Subcategories

[Insert Subcategory]		
Personnel classification	**Position Title**	**Hourly Rate (GST inclusive)**
Level 6	[Insert]	[Insert]
Level 5	[Insert]	[Insert]
Level 4	[Insert]	[Insert]
Level 3	[Insert]	[Insert]
Level 2	[Insert]	[Insert]
Level 1	[Insert]	[Insert]

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5.3. Additionally, the Service Provider has Expert Personnel whose maximum hourly rate is $XXX (GST inclusive). Agencies will determine if these Fees represent value for money in the Request for Quotation process. DELETE IF NO EXPERTS

6. Order Value Discounts

[*This section will be completed based on the Service Provider's response*]

The following definitions apply to this section 6.

Order Value Discount means the discount applied to the Total Contract Value of an Order in accordance with this Schedule 3.

Order Value Threshold means the value range within which an Order Value Discount applies as set out in this Schedule 3.

6.1. Subject to clause 6.2, the Order Value Discounts in the table below apply to the Total Contract Value of an Order where the initial value of the Order falls within an Order Value Threshold.

6.2. If an Order with an initial Total Contract Value below an Order Value Threshold is varied over the term of the Order such that the Total Contract Value of the Order, as varied, falls within an Order Value Threshold, the Order Value Discounts in the table below only apply to the Total Contract Value of the varied Order that falls within the relevant Order Value Threshold.

For example, an Order Value Discount of 2% applies to an Order Value Threshold of between $500,000 and $1,000,000, and an initial Order with a Total Contract Value of $450,000 is increased to $550,000 by variation. In this case, the 2% discount will only be applied to the $50,000 that falls within the Order Value Threshold, and the value up to $500,000 will not be discounted.

6.3. The following Order Value Discounts apply:

Order Value Thresholds	Discount
$500,000 to $1,000,000	[Insert]
$1,000,001 to $5,000,000	[Insert]
$5,000,001 to $10,000,000	[Insert]
$10,000,001+	[Insert]

OR

No Order Value Discounts apply to this Service Provider.

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Schedule 4 – Commercial Management Advisory Services

This Schedule 4 will be populated if the Service Provider is approved to provide Commercial Management Advisory Services to the Australian Government.

1. Services Commencement Date

1.1. The Services to be provided under this Schedule 4 commence on [insert date]:

2. Introduction

2.1. The purpose of this Schedule 4 is to specify the Service Categories and Service Subcategories that the Service Provider is approved to provide under the Commercial Management Advisory Services category.

2.2. The Services that can be provided under this Schedule 4 comprise of independent professional advice, research, assessments and other strategic services, commonly referred to as consultancy services.

2.3. At an Entity's discretion, the Services may also include the delivery of an Associated Output by the Service Provider where the Service Provider was engaged to provide Services under clause 2.2 of this Schedule 4, and where this represents value for money.

3. Service Categories

3.1. The Service Provider is approved to provide Services in the following Service Categories and Service Subcategories:

[*This section will be completed based on the Service Provider's response and the Service Subcategories the Service Provider is approved to provide*]

Service Category	Service Subcategory
Government Policy	Policy development and analysis
	Legislation (non-legal)
	Privacy advice and assurance (non-legal)
Programs and Projects	Program/Project development and design
	Program/Project management
	Program/Project evaluation
Procurement and Probity	Strategic procurement advice Probity Advisory Services (non-legal)
	Probity Auditing Services (non-legal)
Risk	Strategic Risk Management
Research	Research and data collection

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4. Audit services

4.1. To the extent the Services described in clause 3 include audit services, the Service Provider will perform such audit services:

4.1.1 in accordance with the provisions relating to auditor appointment, independence and rotation in Part 2M.4 of the Corporations Act 2001 (if applicable).

5. Fees

5.1. The Service Provider's Fees in this Schedule 4 are the maximum Fees that may be charged unless adjusted in accordance with:

5.1.1. the Request for Quotation process provided for in clause 11.2.4 of the Head Agreement, and agreed in a Contract;

5.1.2. clause 11.2.7 (a) or (b) of the Head Agreement; and/or

5.1.3. the Fee adjustment mechanism in clause 14.2.1 of the Head Agreement.

[*This section will be completed based on the Service Provider's response*]

5.2. The Service Provider's Fees for all Service Categories identified in clause 3 are:

Personnel classification	Position Title	Hourly Rate (GST inclusive)
Level 6	[Insert]	[Insert]
Level 5	[Insert]	[Insert]
Level 4	[Insert]	[Insert]
Level 3	[Insert]	[Insert]
Level 2	[Insert]	[Insert]
Level 1	[Insert]	[Insert]

Or where there are differences in pricing across Subcategories

[Insert Subcategory]		
Personnel classification	**Position Title**	**Hourly Rate (GST inclusive)**
Level 6	[Insert]	[Insert]
Level 5	[Insert]	[Insert]
Level 4	[Insert]	[Insert]
Level 3	[Insert]	[Insert]
Level 2	[Insert]	[Insert]
Level 1	[Insert]	[Insert]

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5.3. Additionally, the Service Provider has Expert Personnel whose maximum hourly rate is $XXX (GST inclusive). Agencies will determine if these Fees represent value for money in the Request for Quotation process. DELETE IF NO EXPERTS

6. Order Value Discounts

[*This section will be completed based on the Service Provider's response*]

The following definitions apply to this section 6.

Order Value Discount means the discount applied to the Total Contract Value of an Order in accordance with this Schedule 4.

Order Value Threshold means the value range within which an Order Value Discount applies as set out in this Schedule 4.

6.1. Subject to clause 6.2, the Order Value Discounts in the table below apply to the Total Contract Value of an Order where the initial value of the Order falls within an Order Value Threshold.

6.2. If an Order with an initial Total Contract Value below an Order Value Threshold is varied over the term of the Order such that the Total Contract Value of the Order, as varied, falls within an Order Value Threshold, the Order Value Discounts in the table below only apply to the Total Contract Value of the varied Order that falls within the relevant Order Value Threshold.

For example, an Order Value Discount of 2% applies to an Order Value Threshold of between $500,000 and $1,000,000, and an initial Order with a Total Contract Value of $450,000 is increased to $550,000 by variation. In this case, the 2% discount will only be applied to the $50,000 that falls within the Order Value Threshold, and the value up to $500,000 will not be discounted.

6.3. The following Order Value Discounts apply:

Order Value Thresholds	Discount
$500,000 to $1,000,000	[Insert]
$1,000,001 to $5,000,000	[Insert]
$5,000,001 to $10,000,000	[Insert]
$10,000,001+	[Insert]

OR

No Order Value Discounts apply to this Service Provider.

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Schedule 5 – Request for Quotation Template

Note to Service Provider:

This Schedule 5 provides a Request for Quotation (RFQ) template that includes the typical information that an Entity will provide to the Service Provider to request a quotation for the provision of Management Advisory Service to an Entity, as detailed in clause 11.2 of the Head Agreement. It is intended that the RFQ will be provided as a smart form. The intent of this template and any smart form is to achieve a high level of standardisation and consistency in Entity RFQs to provide efficiencies to Agencies and Service Providers, however, it will not be mandatory that Agencies use this RFQ Template or any resulting smart form to request quotes from Service Providers.

1. Introduction

1.1. This RFQ is issued under clause 11.2 of the Head Agreement between the Service Provider and the Department of Finance.

Request For Quotation for Services	
Entity Information	
Entity	[Insert Entity name]
Entity File Reference	[Insert Entity file reference number]
RFQ Reference	[Insert Entity RFQ reference number]
Entity Representative	Name: [Insert contact name] Position: [Insert title] Address: [Insert address, including postcode] Email: [Insert email address] Contact number: [Insert contact number, including area code]
RFQ and Proposed Order Details	
RFQ Release Date	[insert date the RFQ is released]
RFQ Closing Date	[insert date and time the RFQ closes]
Proposed Order Commencement Date	[insert date the Services will commence]
Proposed Order Term and/or Completion Date	[insert the order term and/or completion date]
Options to extend	The Entity may extend the Contract for [insert time period] by providing written notice to the Service Provider prior to the Order Completion Date.

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Request For Quotation for Services	
Milestones	[Insert proposed milestones for the delivery of the Services]
Statement of Work	
Service Area	[Insert which Service Category within a Service Area the Services required relate to (Financial/Corporate/Commercial)]
Service Category	[Insert the relevant Service Category that the services relate to]
Service Sub-category	[Insert the relevant Service Subcategory that the services relate to]
Detailed Statement of Work	[Insert a detailed description of the Services required and any Associated Outputs, including relevant background material and whether any licences/authorisations are required to provide the services and any reporting that may be required. A separate Statement of Work may be referenced and attached]
Deliverables	[include details of any deliverables required under a resulting Contract]
Subcontractors	[Select one of the following statements: The Service Provider may nominate Subcontractors to provide some or all of the Services; or The Service Provider may not nominate Subcontractors to provide some or all of the Services.]
Location	[Insert the required work location/site, or insert 'Not Applicable']
Fees	[Insert details of fee structure e.g. hourly/daily rates, fixed fee]
Payment Terms	[Select the relevant payment terms] [For Non-corporate Commonwealth entities: (a) five calendar days where the Entity and the Service Provider both have the capability to deliver and receive e Invoices through the Pan-European Public Procurement On-Line Framework and have agreed to use this method of invoicing; or (b) 20 calendar days] [For Agencies other than Non-corporate Commonwealth entities: [insert payment terms]]
Travel	[Insert details of any travel that may be required and whether the Service Provider will be reimbursed for travel costs or if travel will be paid for by the Entity, or insert Not Applicable].
Entity Material	[List any documents attached to the RFQ]
Existing Material	[Insert details of any Existing Material or insert 'Not Applicable']
Contract Material	[Unless specified in the Statement of Work, insert details of any Contract Material]

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Request For Quotation for Services

Confidential Information	[Include details in table below or insert Not Applicable]

Entity Confidential information (for example)	Period of Confidentiality
Entity data	Indefinitely
Any Personal Information held by the Entity	Indefinitely
Security Classified Information	Indefinitely

Key Personnel Requirements	
Required Qualifications and Experience	[Include details of mandatory/desired qualifications, expertise, capacity and capability of Key Personnel, and whether or not they must have a security clearance]
Other Requirements for Key Personnel	[For example, proposed Personnel performing the Services may be required to sign a deed and acknowledgements relating to confidentiality, security, moral rights, intellectual property and other relevant matters as required by the Entity. Any Contract will be conditional on this occurring]
Additional Requirements	
Entity Data Storage Requirements	[Insert any Entity specific data storage requirement, for example whether data can or cannot be stored offshore and if a data breach response plan will be required (see clause 23.2)]
Entity Security Requirements	[State any additional security requirements to the requirements contained in the Head Agreement, or that apply to particular aspects of work, or insert 'Not Applicable'].
Security Clearance Requirements	[Include requirements for security clearances or insert 'Not Applicable']
Liability	[The default liability cap is set out in clause 19. Specify if an alternate liability cap should apply. State any amendments to the exclusions to the liability cap, or other liability positions required]
Entity Insurance Requirements	[Insert any additional requirements (if any) for relevant insurances where these differ from the insurance amounts in the Head Agreement e.g. a) Professional indemnity insurance for an insured amount of [$ insert amount] per occurrence and not less than [$ insert amount] in the aggregate; b) Public liability insurance for an insured amount of [$ insert amount] per occurrence and not less than [$ insert amount] in aggregate; and c) Workers compensation insurance as required by law; or insert 'Not Applicable'. Where 'Not Applicable' is specified, the insurance requirements under the Head Agreement will apply]
Entity Service Levels	[Insert any proposed service level that apply to the delivery of the Services]

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Request For Quotation for Services	
Conditions/Restrictions for Personal Information	[State any additional conditions/restrictions for Personal Information contained in the Head Agreement, or that apply to particular aspects of work or insert 'Not Applicable']
Other Additional Requirements	[Include any other additional requirements, if applicable]
Commonwealth Policy Requirements	
Country of Tax Residency Disclosure	[For all procurements valued at $200,000 or more, Service Providers must declare their country of tax residency (including their ultimate parent entity's country of tax residence), as part of the general business identifier information required by government policy.]
Shadow Economy Policy	[For procurements valued at $4 million or more the Shadow Economy Policy applies. Agencies must obtain all Valid and Satisfactory Statements of Tax Record from the Service Provider]
Indigenous Procurement Policy	[For procurements valued at $7.5 million or more, clause 16.4.4 of the Head Agreement applies]
Australian Industry Participation Plan	[For procurement valued at $20 million or more, the Australian Industry Participation policy may apply]
Workplace Gender Equality Act	[For procurements value at or above $80,000 and where the Service Provider is a relevant employer under the WGE Act, the Service Provider must provide a certificate of compliance]
Payment Times Procurement Connected Policy	[For procurements valued over $4 million (GST inclusive) and where the Service Provider is a Reporting Entity, the PT PCP may apply]
Evaluation Criteria	

Responses to this RFQ will be evaluated against the following criteria: [Agencies should be able to select the evaluation criteria they wish to apply and/or include their own criteria].

- The Service Provider's demonstrated understanding of the Services required, including the identification of any key challenges and the management of risk.
- The Service Provider's demonstrated capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes.
- The Service Provider's demonstrated organisational experience in providing the similar services to the services described in the Detailed Statement of Work.
- The relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work [include any relevant qualifications, certifications, etc. required].
- The professional and other standards that your organisation would apply to the Services and the measures your organisation proposes to ensure that standards are maintained for the term of the Contract.
- The extent to which the level and structure of fees proposed provides value for money for the Australian Government.

Responding to this RFQ

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Request For Quotation for Services

[Agencies will select from the requirements below and/or include their own requirements]

The Service Provider is required to complete the following information:

[Service Provider's Representative]

[Service Provider's Name]

[Service Provider's Address]

[Service Provider's ABN]

[Service Provider's email address]

In responding to this RFQ, the Service Provider should:

- describe its understanding of the Services required, including the identification of any key challenges and the management of risk
- detail its capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes
- detail its organisational experience in providing the similar services to the services described in the Detailed Statement of Work
- detail the relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work including any qualifications, certifications, affiliations that the nominated Key Personnel have
- describe the professional and other standards that your organisation would apply to the Services and the measures your organisation proposes to ensure that standards are maintained for the term of the Contract.

The Service Provider is also required to:

- identify any Subcontractors nominated to provide the services and their role in the delivery of the services
- disclose any conflicts of interest it would have with the delivery of the Services
- include any information in its respond that it requests to remain confidential.

Service Provider Confidential information	Period of Confidentiality

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Schedule 6 – Order Template

Note to Service Provider:
This Schedule 6 provides an Order Template for the provision of Management Advisory Service to an Entity, as detailed in clause 11.3 of the Head Agreement. It is intended that the Order Template will be provided as a smart form. The intent of this template and any smart form is to achieve a high level of standardisation and consistency in Entity Orders to provide efficiencies to Agencies and Service Providers, however, it will not be mandatory that Agencies use this Order Template or any equivalent smart form to Order Services from Service Providers.

1. Introduction

1.1. This Order is issued in accordance with clause 11.3 of the Head Agreement.

Order for Services	
[Service Provider's Representative] [Service Provider's Name] [Service Provider's Address] [Service Provider's ABN or ACN] **Sent via**: [email]: [Service Provider's email address]	
Entity Order Information	
Entity	[Insert Entity name]
Entity File Reference	[Insert Entity File Reference]
Order Number	[Insert Entity's reference number for this Order for Services]
Cost Centre	[Insert Entity's cost centre]
Order Commencement Date and Term	
Order Commencement Date	[insert date the Order commences]
Order Term and Extensions	[The Order expires on [insert date] (Initial Term). The Entity may in its sole discretion extend the Initial Term of this Order for a further period or periods, up to [XX months/years], on the same terms and conditions of this Order, by giving written notice to the Service Provider, prior to end of the Initial Term of this Order (Extension Period/s).]
Statement of Work	
Service Area	[Insert which Service Category within a Service Area the Services required relate to (Financial/Corporate/Commercial)]
Service Category	[Insert the relevant Service Category that the services relate to]

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Order for Services	
Service Sub-category	[Insert the relevant Service Subcategory that the services relate to]
Detailed Statement of Work	[Insert a detailed description of the Services required and any Associated Outputs, including relevant background material and whether any licences/authorisations are required to provide the services and any reporting that may be required. A separate Statement of Work may be referenced and attached]
Milestones	[Insert proposed milestones for Services and link to payment]
Key Personnel	[Insert name and role of the Key Personnel (which may include Expert Personnel) accepted by the Entity for this Order, including any particular qualifications, expertise, capacity and capability, and whether or not they must have a security clearance]
Subcontractors	[Insert details of approved Subcontractors for this Order, or insert 'Not Applicable']
Location	[Insert the required work location/site, or insert 'Not Applicable']
Fees	[Insert details of fee structure e.g. fixed fee and any approved disbursement e.g. accommodation and travel (if applicable)]
Payment Terms	[Select the relevant payment terms] [For Non-corporate Commonwealth entities: (a) five calendar days where the Entity and the Service Provider both have the capability to deliver and receive e Invoices through the Pan-European Public Procurement On-Line Framework and have agreed to use this method of invoicing; or (b) 20 calendar days] [For Agencies other than Non-corporate Commonwealth entities: [insert payment terms]]
Invoicing	[the Entity will include any invoicing requirements]
Travel	[the Entity will select the relevant travel clauses].
Entity Material	[List any documents attached to the Order or insert 'Not Applicable']
Existing Material	[Insert details of any Existing Material or insert 'Not Applicable']
Contract Material	[Unless specified in the Statement of Work, insert details of any Contract Material]
Restrictions on use of Contract Material	[Insert any restrictions on use of the Contract Material by the Entity, where appropriate to the nature of the Services being provided, eg audit opinions.]
Restrictions on use of Service Provider's name, trade name or logo	[Insert any reasonable restrictions on the Entity's use of the name, trade name or logo of the Service Provider]

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Order for Services

Confidential Information

[Include details in table below or insert Not Applicable. If approved by the Entity, relevant sections of the Service Provider's internal working papers may be specified as Service Provider Confidential information]

Entity Confidential information *(for example)*	**Period of Confidentiality**
Entity data	Indefinitely
Any Personal Information held by the Entity	Indefinitely
Security Classified Information	Indefinitely

The Service Provider Confidential information	**Period of Confidentiality**

Additional requirements

Internal Working Papers	[The default position under clause 20.4 is that the Service Provider is not required to deliver internal working papers (including Audit Working Papers) that are required to be retained under applicable Laws or professional standards. Specify if an alternate position should apply]
Intellectual Property	[The Entity should specify here if it wants to change the default position in clause 20.2.1 – and instead have the Entity own the IP in Contract Material. The default licence the Entity gets under 20.2.3 for Contract Material includes a right to transfer and sub-license, so any alternative position to this should be specified]
Key Personnel Requirements	Personnel performing the Services may be required to sign a Deed and acknowledgements relating to confidentiality, security, moral rights, intellectual property and other relevant matters as required by the Entity. Any Contract will be conditional on this occurring]
Return of confidential information	[The default position under clause 22.6.3 is that the Service Provider may retain one copy of Entity Confidential Information to the extent included in the Contract Material for its professional record keeping obligations, for insurance purposes or as otherwise required by Law. Specify if an alternate position is to apply]
Entity Data Storage Requirements	[Insert any Entity specific data storage requirement, for example whether data can or cannot be stored offshore, and/or requirements for a data breach response plan]
Security	[insert what requirements in the PSPF should apply]
Additional Requirements – security	[State any additional security requirements to the requirements contained in the Head Agreement, or that apply to particular aspects of work or insert 'Not Applicable']
Conditions/Restrictions for Personal Information	[State any additional conditions/restrictions for Personal Information contained in the Head Agreement, or that apply to particular aspects of work or insert 'Not Applicable']

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Order for Services	
Liability	[The default liability cap is set out in clause 19. Specify if an alternate liability cap should apply. State any amendments to the exclusions to the liability cap, or other liability positions required]
Additional or alternate Requirements – insurance	[Insert any additional requirements (if any) for relevant insurances where these differ from the insurance amounts in the Head Agreement e.g. a) Professional indemnity insurance for an insured amount of [$ insert amount] per occurrence and not less than [$ insert amount] in the aggregate; b) Public liability insurance for an insured amount of [$ insert amount] per occurrence and not less than [$ insert amount] in aggregate; and c) Workers compensation insurance as required by law; or insert 'Not Applicable'. Where 'Not Applicable' is specified, the insurance requirements under the Head Agreement will apply] [Insert if the Service Provider may self-insure for certain insurance amounts where this is permitted by law]
Entity Service Levels	[Insert any Entity Service Levels that apply to the Order]
Service Provider termination right	[The default position under clause 26.2.3 of the Head Agreement is that the Service Provider may terminate the Contract due to Entity non-payment of Fees, or if the Entity breaches a material provision and does not remedy this within 40 Business Days after receiving a notice to remedy. Insert whether this position or an alternative position applies (including if different timeframes should apply)]
Termination for convenience costs in relation to Fees for Services calculated on a milestone basis	[The default position under clause 26.4.3(a) of the Head Agreement is that where Fees in an Order are calculated on a milestone basis, the Entity will pay Fees for Ordered Services completed before the date of termination for convenience on a time and materials basis where the Service Provider can substantiate this. Insert whether this position or an alternative position applies]
Commonwealth Procurement Connected Policy Requirements	
Include details of any Commonwealth procurement connected policy requirements that apply to the Order e.g. Shadow Economy Policy, Indigenous Procurement Policy, Australian Industry Participation Plan Policy.	
Entity Information	
Entity Representative	**Name**: [Insert contact name] **Position**: [Insert title] **Address**: [Insert address, including postcode] **Email**: [Insert email address] **Contact number**: [Insert contact number, including area code]

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Order for Services	
Entity Address for Notices	**Physical Address**: [Insert physical address for the Entity] **Postal Address**: [Insert the postal address for notices, if different to the physical address] **Email**: [Insert the email address for notices]
Entity Address for Invoices	Invoices must be submitted to [insert email address for invoices] and must contain [include any other requirements for the invoice e.g. that the purchase order no. must be quoted in the invoice]
Service Provider Information	
Service Provider Representative	**Name**: [Insert contact name] **Position**: [Insert title] **Address**: [Insert address, including postcode] **Email**: [Insert email address] **Contact number**: [Insert contact number, including area code]
Service Provider Address for Notices	**Physical Address**: [Insert physical address for the Service Provider] **Postal Address**: [Insert the postal address for notices, if different to the physical address] **Email**: [Insert the email address for notices]

Signed for and on behalf of
Commonwealth of Australia
as represented by the [insert Entity name] [insert Entity ABN]

_____
Signature of authorised officer

_____
name of authorised officer

_____
title of authorised officer

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Signed for and on behalf of
[insert Service Provider's name], [insert Service Provider's ABN]

_____
Signature of Service Provider's authorised representative

_____
name of Service Provider's authorised representative

_____
title of Service Provider's authorised representative

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Schedule 6A – Order Variation Template

Parties

A. Commonwealth of Australia as represented by [insert Entity name and ABN] (**Entity**); and

B. [Name and ABN of Service Provider] (**Service Provider**)

Recitals

A. The Entity and the Service Provider are party to an Order dated [insert date] for the provision of [include description of the services].

B. The parties wish to vary the Order as provided by this Deed of variation.

The parties agree as follows:

The Order is varied in accordance with the terms set out below. Unless specifically stated in this Order Variation, all terms and conditions of the Order continue unaffected.

1.	**Order Variation number**	
2.	**Raised by**	
3.	**Details of change (use attachments if required)**	
4.	**Implementation date of variation**	
5.	**Effect on services**	
6.	**Plan for implementing the change [if any]**	
7.	**Effect on price [if any]**	
8.	**Effect on service levels [if any]**	
9.	**Other relevant matters (e.g. transitional impacts)**	

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Variation to Order:

[Insert description of variation]

Entity _____

Name (print) _____

Position _____

Signature _____

Date _____

Service Provider _____

Name (print) _____

Position _____

Signature _____

Date _____

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Schedule 7 – Performance Management Framework and Service Levels

1. Introduction

1.1. The purpose of this Schedule 7 is to outline the Performance Management Framework for the Head Agreement, and the agreed service standards and performance measures that are to be used in managing the contractual arrangement and relationship between Finance, Agencies and the Service Provider responsible for the provision of the Services.

1.2. The Service Levels specify the minimum expected performance and operation of the Services and will be used to measure the performance of the Service Provider, and the satisfaction of Agencies in regard to the delivery of the Services.

1.3. The Service Provider acknowledges that copies of this Schedule 7, and any performance management and service level analyses prepared by Finance, may be made available to Agencies who are the recipient of Services provided under the Head Agreement.

1.4. Where an Entity specifies performance management requirements and Service Levels in an Order, these are in addition to, and do not replace the Performance Management Framework and Service Levels in this Schedule 7.

2. Performance Management Framework

2.1. Overview

2.1.1 The Service Provider acknowledges that:

(a) its performance will be measured against the performance measures in clause 2.2, 2.3, and 2.4 of this Schedule 7; and

(b) Agencies will provide to Finance reporting on the Service Provider's performance.

2.2. Quality

2.2.1 The following Quality performance measures apply to the Head Agreement:

(a) the capability and availability of Key Personnel;

(b) documentation provided to high standard; and

(c) the Services provided met the Entity needs, and requirements of the Order.

2.3. Communication

2.3.1. The following Communication performance measures apply to the Head Agreement:

(a) proactive and effective communication with the Entity;

(b) responsiveness; and

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(c) Entity reference numbers included in all correspondence.

2.4. Contract Performance

2.4.1. The following Contract Performance measures apply to the Head Agreement:

(a) understanding of the Entity's needs;

(b) effective management of timelines;

(c) effective budget management;

(d) service provision managed diligently; and

(e) reasonable assistance provided in respect of any inquiry concerning the Service Provider's performance of Ordered Services.

3. Service Levels

3.1 The Service Levels and Minimum Expected Performance for the Head Agreement are outlined in Table 1 of this Schedule 7.

3.2 The Service Levels apply from the Head Agreement Commencement Date.

3.3. Responsibilities of the Service Provider

3.3.1. The Service Provider will use its best endeavours to meet or exceed the Service Levels during the Head Agreement Period.

3.3.2. The Service Provider will make all relevant Key Personnel and Subcontractors aware of the Service Levels.

3.4. Adjustments to the Service Levels

3.4.1. The Service Provider and Finance, both acting reasonably, may from time to time agree to adjust, remove or include new Service Levels, if:

(a) Service Levels require adjustment through the Head Agreement Period;

(b) additional Service Levels are required; or

(c) a Service Level is no longer considered appropriate.

This is in addition to any reviews described in the Service Levels.

Any changes to the Service Levels must be made by Deed of Variation in accordance with clause 31.2 of the Head Agreement.

3.5. Assessing Service Levels

3.5.1. Finance will assess the Service Provider's compliance with the Service Levels in accordance with this Schedule 7 and may:

(a) consider the Service Provider's performance against the Performance Management Framework, including performance trends;

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(b) request and consider additional information from Agencies;

(c) use the results from any Entity satisfaction survey;

(d) consider any information provided by the Service Provider at a contract management meeting; and

(e) consider information obtained through an audit conducted under clause 29 of the Head Agreement.

3.6. Process for determining a Service Level Failure

3.6.1. A Service Level Failure is recorded for each occasion the Service Provider does not comply with, or maintain the minimum expected performance of a Service Level.

3.6.2. Where a Service Level has a minimum expected performance, availability or operation of 100%, if there is a single occasion where the performance of that Service Level is not satisfactory or maintained in accordance with the Service Level then it will constitute a Service Level Failure.

3.6.3. Clauses 3.6.1 and 3.6.2 of this Schedule 7 do not apply to the extent that a failure is caused by an event outside the reasonable control of the Service Provider or is significantly contributed to by an act or omission by Finance or an Entity.

3.7. Service Provider's responsibility to correct a Service Level Failure under the Head Agreement

3.7.1. In the event of a Service Level Failure, Finance may request via notice that the Service Provider provide Finance with a plan to remedy the failure, including a due date for correcting the failure.

3.7.2. If the failure is not possible to rectify, the plan must describe how the Service Provider will ensure the failure does not happen again.

3.7.3. The Service Provider must make any changes to the plan required by Finance, and implement the plan once approved by Finance.

3.7.4. Finance may communicate the Service Level Failure and any established interim processes or procedures with Agencies.

3.7.5. The Service Provider must give notice to Finance when any Service Level Failure has been corrected and where relevant, outline the corrective action taken and steps developed to prevent future failures of a similar nature.

3.7.6. Failure to achieve one or more of the Service Levels, or a trend of Service Level Failure may result in Finance enforcing its rights in relation to underperformance including but not limited to:

(a) requiring the Service Provider to remedy a Service Level Failure in accordance with clause 3.7 of this Schedule 7; and

(b) enforcing its rights in clause 25 of the Head Agreement.

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3.8. Service Provider's responsibility to correct a Service Level Failure under an Order

3.8.1. Where an Order includes Entity Service Levels, in the event of a Service Level Failure, the Entity may request that the Service Provider provide the Entity with a plan to remedy the failure, including a due date for correcting the failure.

3.8.2. If the failure is not possible to rectify, the plan must describe how the Service Provider will ensure the failure does not happen again.

3.8.3. The Service Provider must make any changes to the plan required by the Entity, and implement the plan once approved by the Entity.

3.8.4. The Service Provider must give notice to the Entity when any Service Level Failure has been corrected and where relevant, outline the corrective action taken and steps developed to prevent future failures of a similar nature.

3.8.5. An Entity may report a Service Level Failure to Finance and request that Finance escalate the issue for mediation between the Service Provider's Senior Executive and Finance's Senior Executive.

Table 1 – Service Levels and Minimum Expected Performance

Service Level No	Service Level & Minimum Expected Performance	Performance Measures	Calculation Method
SL1	Reporting - Quality (In accordance with the Reporting Specifications in Schedule 8)	98% accuracy of the reporting data provided to Finance.	Each instance where reporting is not compliant with the reporting specifications in Schedule 8, and Finance requests missing data or seeks corrections on reports submitted by the Service Provider is a service failure.
SL2	Reporting – On Time	98% of reports and data files are provided to Finance within the timing specified in the reporting specifications in Schedule 8.	Each instance where reporting is not provided to Finance within the timing specified in the reporting specifications in Schedule 8 is a service failure.
SL3	Service Delivery (In accordance with the Performance Management Framework of this Schedule 7)	The Service Provider's provision of the Services as detailed in an Order to the satisfaction of the Entity.	Finance will determine the level of compliance with this Service Level by analysing Entity reports on the Service Provider's performance against the Performance Management Framework.
SL4	Notification of security incident or breach (In accordance with the requirement of clause 23)	100% compliance with the requirement to immediately notify Finance and any relevant Entity if there is a Security Incident or a breach of any of the Service Provider's obligations under clause 23, by the Service Provider or any of its Personnel or Subcontractors.	Any instance where Finance and any relevant Entity are not immediately notified of a Security Incident or a breach of any of the Service Provider's obligations under clause 23 is a service failure.

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Schedule 8 – Reporting

1. Introduction

1.1. The purpose of this Schedule 8 is to outline the reporting requirements agreed between Finance and the Service Provider.

2. File Naming Convention

2.1. Reports are to be clearly labelled, with the following file naming convention to be applied:

ABN_Name_Date

Where:

ABN is the Service Provider's ABN, with no spaces

Name the Report Name is 'servinv'.

Date is the date of the report using a YYYY_MM format, i.e. for May 2024, the date would be 2024_05.

The file name would be ABN_servinv_2024_05

3. Formatting Standards

3.1. Formatting standards for each report are detailed in the Report Specifications in Table 2, with following additional formatting standards to apply:

(a) case sensitivity, where values that are intended to be the same are truly identical and do not differ in case sensitivity or through abbreviation;

(b) the letter 'A' in the Format Column of a Report Specification indicates the field is text field, and the letters 'AN' in the Format Column of a Report Specification indicates the field is text and number field;

(c) files are to be provided as comma-separated values (CSV) using semi-colon text delimited format, or any other format reasonably requested by Finance;

(d) files must be compatible with Microsoft Excel 2007, and later versions, unless otherwise advised by Finance; and

(e) reports must not be locked in a manner that prevents Finance from reviewing or analysing raw information in a report, or the information used to generate a report.

3.2. Where agreed by Finance, reports may be password protected for confidentiality or security purposes. Where Finance has agreed to a report being password protected the Service Provider must provide report passwords to Finance.

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4. Report Timing Requirements

4.1. The Service Provider must provide reports in accordance with the reporting schedule presented in Table 1.

Table 1: Service Provider Reporting Schedule

Report	Schedule
Services Invoice Report	Within 15 Business Days of the end of each quarter, by the end of: September - quarter 1 December - quarter 2 March – quarter 3 June – quarter 4

4.2. The Service Provider must submit a Services Invoice Report, whether or not any Entity invoices have been paid in the reporting period.

4.3. In the case where no Entity invoices have been paid in the reporting period, the Service Provider is only required to complete positions A, B, C, D and E in Table 2 below to complete and submit a compliant Services Invoice Report for the reporting period.

5. File Transfer Requirements and Security

5.1. Reports are to be transferred (submitted) to Finance electronically or as otherwise notified by Finance.

5.2. The Service Provider warrants that all transferred files are free of Harmful Code.

6. Report Specifications

6.1. The Service Provider agrees to provide the reports in the format specified in this clause.

6.2. Services Invoice Report

6.2.1. The Service Provider must provide to Finance the Services Invoice Report in the format detailed in the Services Invoice Report Specification in Table 2 of this clause 6.2.

6.2.2. The Services Invoice Report is to be provided at the times specified in the Reporting Schedule in Table 1 of clause 4 of this Schedule.

6.2.3. Only Services that have been invoiced and paid in full by an Entity within the reporting period are to be included in Services Invoice Report for the reporting period.

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Table 2: Services Invoice Report Specification

Position	Format	Header Name	Purpose	Reference Table	Notes
A	N	ABN	To uniquely identify the Service Provider.		The Australian Business Number (ABN) of the Service Provider as stated in the Head Agreement
B	AN	SRVC_PRVDR	To uniquely identify the Service Provider.		This is a short name agreed with Finance to uniquely identify the Service Provider and cannot be varied without approval from Finance.
C	A	FY	To identify the financial year the invoice was paid.	2023 2024 2025 2026 2027	The main purpose of this field is to qualify which financial year an invoice relates to.
D	A	FY_QTR	To identify the reporting quarter the invoice was paid.	Q1 Q2 Q3 Q4	The main purpose of this field is to qualify which quarter within a financial year an invoice relates to.
E	A	INVS_PAID	To provide indication of invoices paid within the reporting period.	Yes No	The main purpose of this field is to provide a simple mechanism for Service providers that have not had any invoices paid within the reporting period to report to Finance.
F	N	AGENCY_ABN	To provide the ABN for the Entity that has paid the invoice.		The Entity ABN allows Finance to manage a range of administrative functions related to the Panel, which includes consolidated Panel reporting.
G	AN	AGENCY_CNT	To identify the Entity contact for the invoice paid.		This is to be the email address for the Entity contact from the Order. This information is to provide Finance with an Entity point of contact to resolve any incorrect reporting of invoices paid by an Entity.
H	AN	ORDER_NO	To identify the Entity Order number for the invoice paid.		The Order number must be the Order number specified by an Entity in an Order, and must relate to the invoice paid by the Entity. The Order number may be a purchase order or contract number or an Entity identifier.
I	AN	COST_CENTRE	To identify the Entity's cost centre		To be included if provided by the Entity
J	AN	INVOICE_NO	To provide a unique reference for any clarification on the Services provided by the Service Provider.		**Note**: Only invoices paid in full are to be included in this report. Unlimited format.
K	N	GST_EXCL	The GST exclusive amount for the invoice paid by the Entity.		Numeric value in AU$ to two decimal points. The may include negative amounts.
L	N	GST_AMOUNT	The GST amount for the invoice paid by the Entity.		Numeric value in AU$ to two decimal points.
M	N	INV_TOTAL	Total invoice amount (inclusive of GST) paid by the Entity.		Numeric value in AU$ to two decimal points.
N	A	SRVC_AREA	To allow Finance to undertake analysis of expenditure by Service Area.	Financial Corporate Commercial	To align with the Service Area as stated in an Order. The text for the relevant Service Area must match the reference table exactly.
O	A	SRVC_CAT	To allow Finance to undertake analysis of expenditure by the Service Category.	For the Financial Service Area Accounting Financial Advisory Financial Audit Actuarial For the Corporate Service Area Organisational Planning & Development Human Resources Corporate Governance Internal Audit	To align with the Service Category for the Service Area as stated in an Order. The text for the relevant Service Category must match the reference table exactly.

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Position	Format	Header Name	Purpose	Reference Table	Notes
				For the Commercial Service Area Government Policy Programs and Projects Procurement & Probity Risk Research	

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Schedule 9 – Service Provider's Confidential Information

[*This section will be completed based on the Service Provider's response*]

The following information is confidential to the Service Provider:

Item	Description of Information	Reason for confidentiality	Period of confidentiality
1			
2			

Note that the Service Provider's hourly rates are listed in the table above and, as such, are the Service Provider's Confidential Information. However, in accordance with clause 22.2.1(c) of this Head Agreement, this does not prevent Finance disclosing the Service Provider's hourly rates to other Agencies who may wish to acquire Services from the Panel.

OR

The Service Provider did not identify any Service Provider's Confidential Information.

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Schedule 10 – Deed of Variation

Parties

A. Commonwealth of Australia as represented by the Department of Finance ABN 61 970 632 495 (**Finance**); and

B. [Name and ABN of Service Provider] (**Service Provider**)

Recitals

A. Finance and the Service Provider are party to the Head Agreement dated [insert date] for the provision of Services.

B. The parties wish to vary the Head Agreement as provided by this Deed of variation.

The parties agree as follows:

The Head Agreement is varied in accordance with the terms set out below. Unless specifically stated in this Deed of Variation, all terms and conditions of the Head Agreement continue unaffected.

1.	**Deed of Variation number**	
2.	**Raised by**	
3.	**Details of change (use attachments if required)**	
4.	**Implementation date of variation**	
5.	**Effect on services**	
6.	**Plan for implementing the change [if any]**	
7.	**Effect on price [if any]**	
8.	**Effect on service levels [if any]**	
9.	**Other relevant matters (e.g. transitional impacts)**	

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Variation to Head Agreement:

[Insert description of variation]

Signed as a Deed on _____ *(insert date of this deed)*.

SIGNED, SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia, represented by the Department of Finance ABN 61 970 632 495 by:

_____
Signature of Signatory

_____
Signature of Witness

_____
Full name of Signatory

_____
Full name of Witness

Date:

SIGNED, SEALED AND DELIVERED by [insert Service Provider's name and ABN] by the following persons in accordance with section 127 of the *Corporations Act 2001* (Cth):

_____
Signature of Director

_____
Signature of Director/Company Secretary

_____
Full name of Director (print)

_____
Full name of Director/Company Secretary

Date:

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Schedule 11 – Deed of Novation

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Australian Government

Department of Finance

Deed of Novation

Between

the Commonwealth of Australia as represented by the Department of Finance

and

[insert name]

and

[insert name]

For the Provision of Management Advisory Services to the Australian Government

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Parties

The **COMMONWEALTH OF AUSTRALIA** as represented by the Department of Finance ABN 61 970 632 495 (**Finance**);

and

[Insert name, ABN and address of Service Provider] (**Outgoing Service Provider**);

and

[Insert name, ABN and address of Service Provider] (**Incoming Service Provider**);

Background

A. Finance has established a Management Advisory Services Panel for the Australian Government to which the Outgoing Service Provider has been appointed.

B. The Management Advisory Services Panel arrangement for the Outgoing Service Provider is reflected in a Head Agreement between Finance and the Outgoing Service Provider.

C. The Outgoing Service Provider desires to be released and discharged from the Management Advisory Services arrangement and Finance has agreed to release and discharge the Outgoing Service Provider upon the Incoming Service Provider assuming the obligations of the Outgoing Service Provider under the Head Agreement as a party in lieu of the Outgoing Service Provider.

D. The parties have agreed to novate the Head Agreement on the terms and conditions contained in this Deed.

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Operative provisions

1. Definitions and interpretation

1.1. Definitions

1.1.1. In this deed, except where the contrary intention is expressed, the following definitions are used:

ABN	the Australian Business Number issued by the Australian Taxation Office.
Commonwealth	the Commonwealth of Australia.
Contract	a contract for the provision of Services formed between the Outgoing Service Provider and an Entity in accordance with the terms of the Head Agreement.
Date of this Deed	the date this Deed is signed by Finance.
Deed	this Deed of Novation between Finance, the Outgoing Service Provider and the Incoming Service Provider.
Entity	(a) the following entities, organisations or persons authorised by Finance to obtain Services from the Service Provider under this Deed: (i) a Non-corporate Commonwealth Entity; (ii) a corporate Commonwealth entity as defined by the PGPA Act; and any other entities authorised by Finance and advised in writing to the Service Provider from time to time.
Head Agreement	the head agreement between Finance and the Outgoing Service Provider for Management Advisory Services for the Australian Government.
Management Advisory Services Panel	the Whole of Australian Government Management Advisory Services Panel established by Finance as a coordinated procurement.

All other capitalised terms used in this Deed have the same definition as in the Head Agreement.

1.2. Interpretation

1.2.1. In this Deed, except where the contrary intention is expressed:

(a) a reference to Finance means Finance as a party to this Deed;

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(b) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(c) a reference to a clause, section or paragraph includes a reference to a subclause of that clause, subsection of that section or subparagraph of that paragraph;

(d) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;

(e) a reference to time is to the time in the place where the obligation is to be performed unless otherwise expressly stated;

(f) another grammatical form of a defined word or expression has a corresponding meaning;

(g) the singular includes the plural and vice versa, and a gender includes other genders;

(h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(i) a reference to a party is to a party to this Deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

(j) headings are for ease of reference only and do not affect interpretation;

(k) a reference to a matter being to the knowledge of a person means that the matter is to the best of the knowledge and belief of that person after proper inquiry including inquiry which a reasonable person would be prompted to make by reason of knowledge of a fact;

(l) a reference to A$, $A, AUD, dollar or $ is to Australian currency unless stated otherwise; and

(m) this Deed must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

2. Novation of the Head Agreement

2.1. Rights and obligations of the Incoming Service Provider

With effect from the Date of this Deed, the Incoming Service Provider:

(a) is entitled to all rights and benefits under the Head Agreement to which, but for this Deed, the Outgoing Service Provider would have been entitled at and after the Date of this Deed;

(b) must perform all obligations and discharge all liabilities under the Head Agreement which, but for this Deed, the Outgoing Service Provider would have been required to perform or discharge at and after the Date of this Deed; and

(c) is bound by and must comply with all other provisions of the Head Agreement by which, but for this Deed, the Outgoing Service Provider would have been bound at and after the Date of this Deed,

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as if the Incoming Service Provider had been a party to the Head Agreement instead of the Outgoing Service Provider.

2.2. Release of the Outgoing Service Provider

With effect from the Date of this Deed, Finance releases the Outgoing Service Provider from all obligations and liabilities under the Head Agreement to be performed or discharged at or after the Date of this Deed.

2.3. Release of Finance

With effect from the Date of this Deed, the Outgoing Service Provider releases Finance from all obligations and liabilities under the Head Agreement to be performed or discharged at or after the Date of this Deed.

2.4. Obligations and liabilities arising before the Date of this Deed

Nothing in this Deed releases the Outgoing Service Provider, or Finance, from any obligation or liability under the Head Agreement arising before the Date of this Deed and the Incoming Service Provider does not assume any such obligation or liability.

3. Warranties

3.1. Authority and capacity

The Incoming Service Provider warrants to Finance that, as at the Date of this Deed:

(a) it is a company properly incorporated and validly existing under the laws of Australia, has the legal right and full corporate power and capacity to execute, deliver and perform its obligations under this Deed and has obtained all necessary authorisations and consents and taken all other actions necessary to enable it to do so;

(b) this Deed constitutes valid legal and binding obligations of the Incoming Service Provider in accordance with its terms;

(c) the execution, delivery and performance of this Deed by the Incoming Service Provider does not and will not result in a breach of or constitute a default under:

(i) any agreement to which it is party;

(ii) any provision of its constitution; or

(iii) any law or regulation or any order or judgment of any court or regulatory authority to which it is a party or by which it is bound.

3.2. Reliance

The Incoming Service Provider acknowledges that in entering into this Deed, Finance has relied on the warranties in clause 3.1.

4. General

4.1. Amendments

This Deed may only be varied by a deed executed by or on behalf of each party.

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4.2. Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document.

4.3. Costs

Except as otherwise provided in this Deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Deed.

4.4. Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed.

5. Governing law and jurisdiction

5.1. Governing law

This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory, unless otherwise specified.

5.2. Jurisdiction

Each party irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, Commonwealth courts having jurisdiction in that Territory and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Deed; and

(b) waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 5.2(a).

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Deed of Novation

Signing Page

Signed as a Deed on _____ *(insert date of this deed)*.

SIGNED, SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia, represented by the Department of Finance ABN 61 970 632 495 by:

Signature of Signatory

Signature of Witness

Full name of Signatory

Full name of Witness

Date:

SIGNED, SEALED AND DELIVERED by [insert Outgoing Service Provider's name and ABN] by the following persons in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Company Secretary

Full name of Director (print)

Full name of Director/Company Secretary

Date:

SIGNED, SEALED AND DELIVERED by [insert Incoming Service Provider's name and ABN] by the following persons in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Company Secretary

Full name of Director (print)

Full name of Director/Company Secretary

Date:

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Schedule 12 – Personnel Classifications and Expected Work Level Standards

Personnel classification	Expected work level standard
Level 6	A Level 6 classification is fully responsible for the Service Provider's delivery of all aspects of the Ordered Services. A Level 6 is fully accountable for actions taken and decisions made, both by themselves and other Service Provider Personnel assigned work in connection with the Ordered Services. A Level 6 will have a broad and deep knowledge of the Service Category under which the Services relate. It is expected that a Level 6 would hold, as a minimum, undergraduate and post graduate degrees relevant to the area(s) of specialisation or similarly regarded qualification or have extensive relevant experience. A Level 6 may hold professional body senior membership, and professional body certifications.
Level 5	A Level 5 classification has authority and accountability for the delivery of the Ordered Services. A Level 5 will oversee the work of a Level 4 and Level 3. A Level 5 will have a deep understanding of their own specialisation(s) within a Service Category, and performs highly complex work activities. It is expected that a Level 5 would hold undergraduate and post graduate degrees relevant to the area(s) of specialisation or similarly regarded qualification or have extensive relevant experience. A Level 5 may hold professional body certification in area(s) of specialisation.
Level 4	A Level 4 is fully responsible for meeting allocated tasks and is responsible for the assignment of tasks and/or responsibilities in the delivery of the Ordered Services. A Level 4 performs an extensive range and variety of work activities within their own area(s) of specialisation in the delivery of the Ordered Services. It is expected that a Level 4 would hold an undergraduate degree relevant to the area(s) of specialisation or similarly regarded qualification or substantial relevant experience. A Level 4 may hold professional body certification in area(s) of specialisation.
Level 3	A Level 3 works under broad direction, often self-initiated, and is responsible for meeting allocated tasks relating to the Ordered Services. A Level 3 will oversee the work of a Level 2 and Level1. A Level 3 performs a range and variety of work activities within their own area(s) of specialisation in the delivery of the Ordered Services. It is expected that a Level 3 would hold an undergraduate degree relevant to the area(s) of specialisation or similarly regarded qualification or substantial relevant experience. A Level 3 may be a member of a professional body in area(s) of specialisation.

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Level 2	A Level 2 works under general direction within a clear framework of accountability for their area of responsibility. A Level 2 uses their own discretion when resolving minor problems or external enquiries. A Level 2 has a good understanding of their own specialisation(s) within a Service Category and performs routine work activities. It is expected that a Level 2 would hold an undergraduate degree relevant to the area(s) of specialisation or similarly regarded qualification or have adequate relevant experience.
Level 1	A Level 1 may be at the beginning of their consulting career and will typically do work to support Level 2, Level 3 and Level 4 in data collection and analysis, workshop support, etc. A Level 1 has a sound generic, domain and specialist knowledge and performs work under supervision. It is expected that a Level 1 would hold an undergraduate degree or similarly regarded qualification or adequate relevant experience.

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Signing Page

Executed as a Deed

SIGNED, SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia, represented by the Department of Finance ABN 61 970 632 495 by:)
)
)

Name of signatory

Signature

Date

In the presence of:

Name of witness

Signature of witness

SIGNED, SEALED AND DELIVERED by [insert Service Provider's name and ABN] by the following persons in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Company Secretary

Name of Director (print)

Name of Director/Company Secretary (print)

Date

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OR

SIGNED, SEALED AND DELIVERED for and on behalf of [insert Service Provider's name and ABN] under power of attorney dated [***INSERT date of power of attorney***]:

In the presence of:

Signature of Attorney

Signature of witness

Name of Attorney (print)

Name of witness (print)

Date

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Department of Finance

Attachment E
360 Public Portal Respondent's User Guide

Refresh 2 – Corporate & Commercial Management Advisory Services and Investment Banking Services

Please note: *The 360 Public Portal Respondent's User Guide should only be used in the context of responding to a tender and may not be distributed without the Department of Finance's permission. All screenshot images in this 360 Public Portal Respondent's User Guide are for example purposes only and the content in the screenshots should not be taken into consideration when completing your response.*

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1. Introduction

The Department of Finance (Finance) is using the 360 Public Portal, an online tender system, to receive tenders in response to Request for Tender (RFT) FIN/MASR2-RFT – Refresh 2 for Corporate and Commercial Management Advisory Services. Respondents wishing to submit a Tender in response to this RFT must submit their Tender through the 360 Public Portal.

This 360 Public Portal Respondent's User Guide has been created to assist Respondents with completing their Tender Response Questionnaire in the 360 Public Portal.

2. Access

To view the minimum system requirements to use the 360 Public Portal, refer to the What do I need (minimum system requirements) to use 360? guide.

Please note that you can only complete one Tender Response Questionnaire at a time.

2.1 Sign up and Sign in

To register an account in the 360 Public Portal, refer to the How to register (sign-up) as a provider of goods and services in the 360 Providers' Portal guide.

To sign into the 360 Public Portal, visit https://public.sl360.au/

2.2 System Timeout

A system timeout occurs if you have been inactive for 48 hours. Answers in the Tender Response Questionnaire will be lost unless they have been saved prior to the system timeout. Please ensure your answers are saved after completing each question to avoid this from occurring.

3. Guidance on Tender Response Questionnaire

The Tender Response Questionnaire, in the 360 Public Portal, contains a series of questions, that once completed and submitted will form the Respondent's Tender.

The Tender Response Questionnaire contains a number of sections that are represented by tabs on top of each page. The information required in each section (tab) is summarised below.

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Section	Requirements
Request Information (**RFT**)	Contains information about the Request for Tender.
Respondent Information	This section requires the Respondent to include information about the Respondent's entity.
Supplier Status	This section requires the Respondent to indicate whether they are a current supplier on the MAS Panel and confirm their compliance with the terms and conditions of the Head Agreement or to enter into a Deed of Variation to vary their Existing Head Agreement to reflect the terms and conditions of the Head Agreement.
About the Respondent	This section requires the Respondent to: • indicate if it is a Small to Medium Enterprise (**SME**) (i.e. an entity employing fewer than 200 full time equivalent employees) as defined in the Commonwealth Procurement Rules 2024 (finance.gov.au); • indicate its type of legal entity; • indicate the year it was formed; and • indicate if it is an Indigenous enterprise as defined in the Indigenous Procurement Policy (IPP Guide) December 2020 (niaa.gov.au).
Conditions for Participation	This section requires the Respondent to confirm their compliance with each of the Conditions for Participation provided in paragraph 8.1 of this RFT. Respondents must comply with each of the Conditions for Participation to be able to submit their response.
Minimum Content and Format Requirements	This section requires the Respondent to confirm their compliance with each of the Minimum Content and Format Requirements provided in paragraph 8.2 of this RFT. Respondents must comply with each of the Minimum Content and Format Requirements to be able to continue with their response.
Commonwealth Policy Requirements	This section requires the Respondent to provide details of: • any court or alternative dispute resolution proceedings that are taking place, pending or threatened (either in Australia or overseas) concerning the Respondent; • any investigations, or any court proceedings that the Respondent is subject to in relation to a possible or actual breach of any legislation, or any previous breach of any legislation within the past two (2) years; • any material breach in the past three (3) years, or current material breach, of any law, regulation or code that would be relevant to any resultant Head Agreement;

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	• whether there are any adverse comments or findings made by a court, commission, tribunal, or other statutory or professional body regarding the conduct or performance of the Respondent, or impacting on the professional capacity or capability of the Respondent's Personnel to deliver the Services (if selected as a Successful Respondent); • whether the Respondent is the subject of previous contraventions of the anti-competitive provisions of the *Competition and Consumer Act 2010* (Cth) or equivalent laws in Australia or overseas; • whether there are any other significant matters, including the commencement of legal or regulatory action, disciplinary action by an independent person or disciplinary action internal to the Respondent, involving the Respondent or its Personnel, agents or Subcontractors that may adversely impact on: • the Respondent's compliance with Australian Government policy or legislation; or • Finance's or an Entity's compliance with Australian Government policy or legislation; or • the Commonwealth's reputation; or • the professional capacity or capability of the Respondent or its Personnel to deliver the Services; • how the Respondent's Offered Services will provide an economic benefit to the Australian Economy; • the environmental sustainability of the Offered Services; • whether the Respondent is a 'relevant employer' under the *Workplace Gender Equality Act 2012* (Cth) (and if 'Yes', upload their letter of compliance); • information relating to Modern Slavery reporting, policies and practices; • indicate if they are registered for GST; • their country of tax residency, and, if applicable, the ultimate parent entity's country of tax residency; • compliance with the Commonwealth Supplier Code of Conduct Policy; • whether the Respondent is a 'Reporting Entity' for the purpose of the Payment Times Procurement Connected Policy; and • whether the Respondent has the capability to deliver eInvoices through the PEPPOL framework and if eInvoicing is their preferred method of invoicing. • In this section, Respondents will also be required to upload all Statement(s) of Tax Record required for their entity type.

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Head Agreement Details	This section requires the Respondent to provide contact details for the Respondent's Representative, Senior Executive, Agency Contact and Address for Notices, that will be used to populate **Schedule 1 – Head Agreement Details** of the Head Agreement, and nominate the correct signature block for the Tender if the Respondent is successful.
Respondent's Confidential Information	This section requires the Respondent to identify any information in its Tender that it requests to be treated as confidential information if it enters into the Head Agreement. Refer paragraph 9.20 of this RFT.
Conflict(s) of Interest	This section requires the Respondent to: • identify any actual, potential or perceived conflicts of interest in relation to this RFT and if it were to enter into a Head Agreement with Finance; • advise if it has processes in place to identify and manage conflicts of interest; and • detail any actual, potential or perceived Conflicts of Interest and how they will be managed.
Offered Services	This section requires the Respondent to detail its service offerings. Refer to **Attachment B – Scope of Services** and Schedule 2, 3 and 4 of **Attachment C – Head Agreement** to this RFT.
Evaluation Criteria	This section requires the Respondent to respond to the evaluation criteria set out in section 11 of the RFT in relation to each Service Subcategory for which the Respondent has Offered Services.
Fees	This section requires the Respondent to detail its hourly rates for its Personnel in the Offered Services. Refer to Schedules 2, 3 and 4 of **Attachment C – Head Agreement** to this RFT.
Discounts	This section requires the Respondent to detail its Discounts (if offered) for each of the offered Service Areas.
Respondent's Declaration	This section provides the Respondent's Declaration. The Authorised Representative is required to confirm that they have the authority to make the declaration on behalf of the Respondent.
Final Step	This section provides the option for Respondents to review their answers to the questionnaire and either amend or submit.

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4. System Features

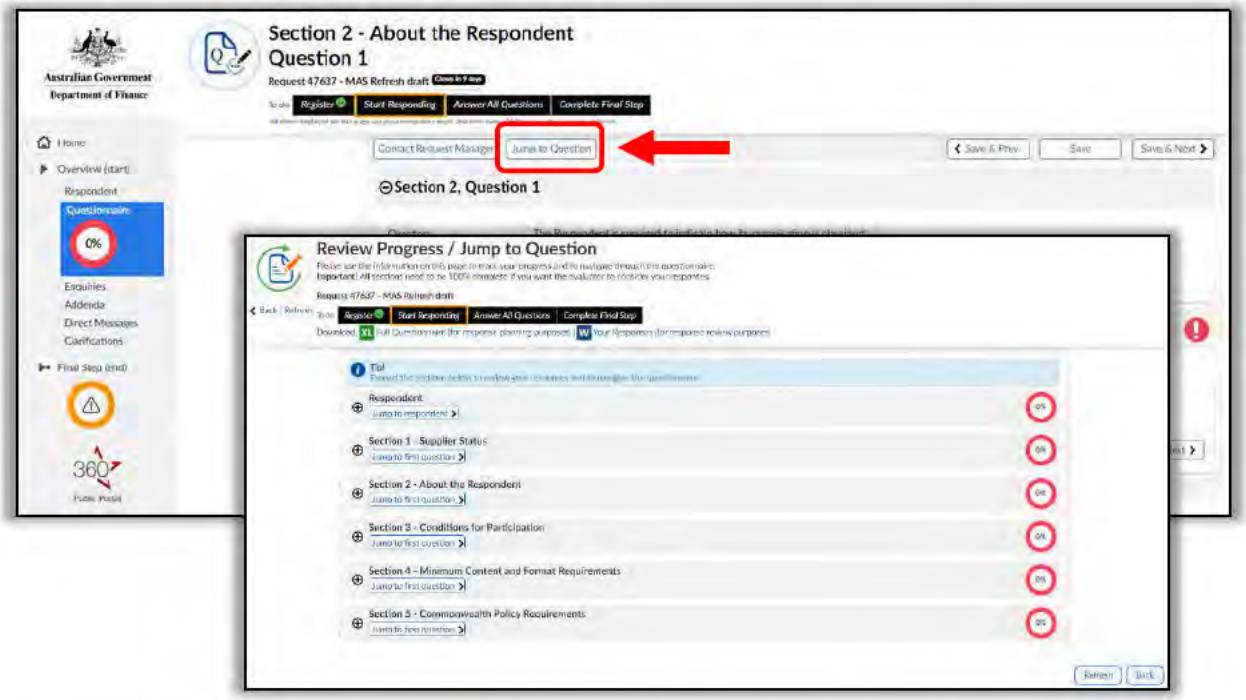
4.1 Contact Request Manager

If you have any queries when completing your response, select the *Contact Request Manager* icon to send a message to the Request Manager. This icon is always available at the top of the screen when you are completing your response.



4.2 Review Progress/Jump to Question

At any point when completing your response, you can click the *Jump to Question* button. This will display all the sections of the response questionnaire. You can use the information on this page to track your progress and to navigate through the questionnaire.



Important! All sections need to be 100% complete in order for you to submit your response.

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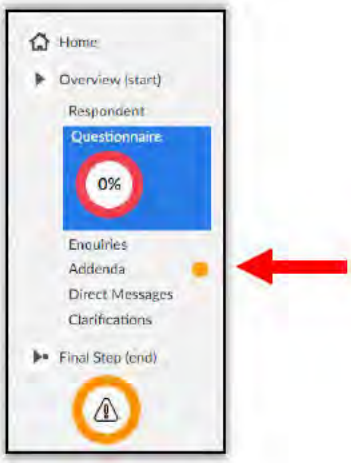
4.3 Addendum

When an addendum has been published, Respondents will receive an email from notifications@apetsoftware.com.au with a direct link to the addendum in 360.

The system will also notify Respondents by displaying a flashing orange dot in the left navigation menu next to *Addenda*.

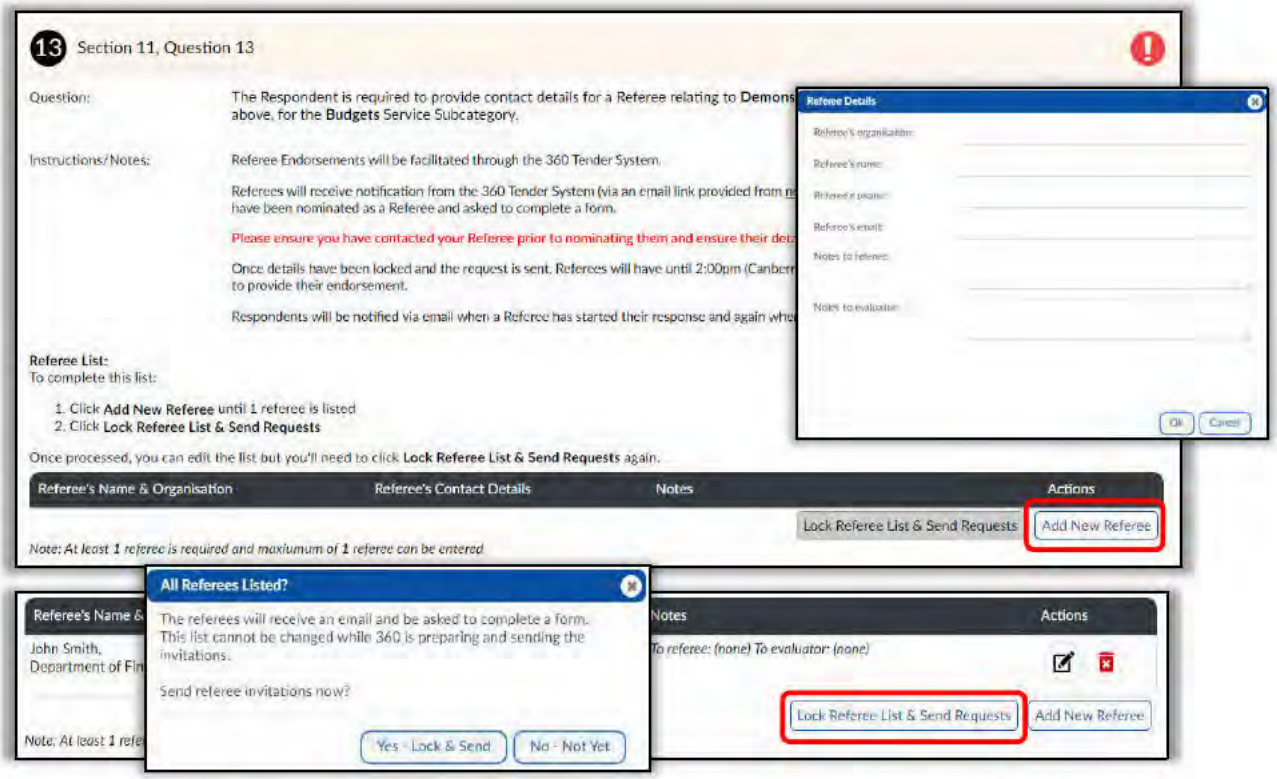
Once the addendum has been read, the orange dot will disappear.

Important! The Respondent must open all Addenda in the 360 Public Portal, before the 360 Public Portal will allow the Respondent to submit its Tender.



4.4 Referees

Referee endorsements will be facilitated through the 360 Public Portal. To add your Referee's details, select *Add New Referee* and click *Ok*. Once completed select *Lock Referee List & Send Request* and send invitation by selecting *Yes – Lock & Send*.



Important! You can come back and update your Referee's details at any time up until the Closing Time simply by selecting the pen icon. If you want to change your Referee entirely, please delete the current referee by clicking the red bin and add the new Referee's details.

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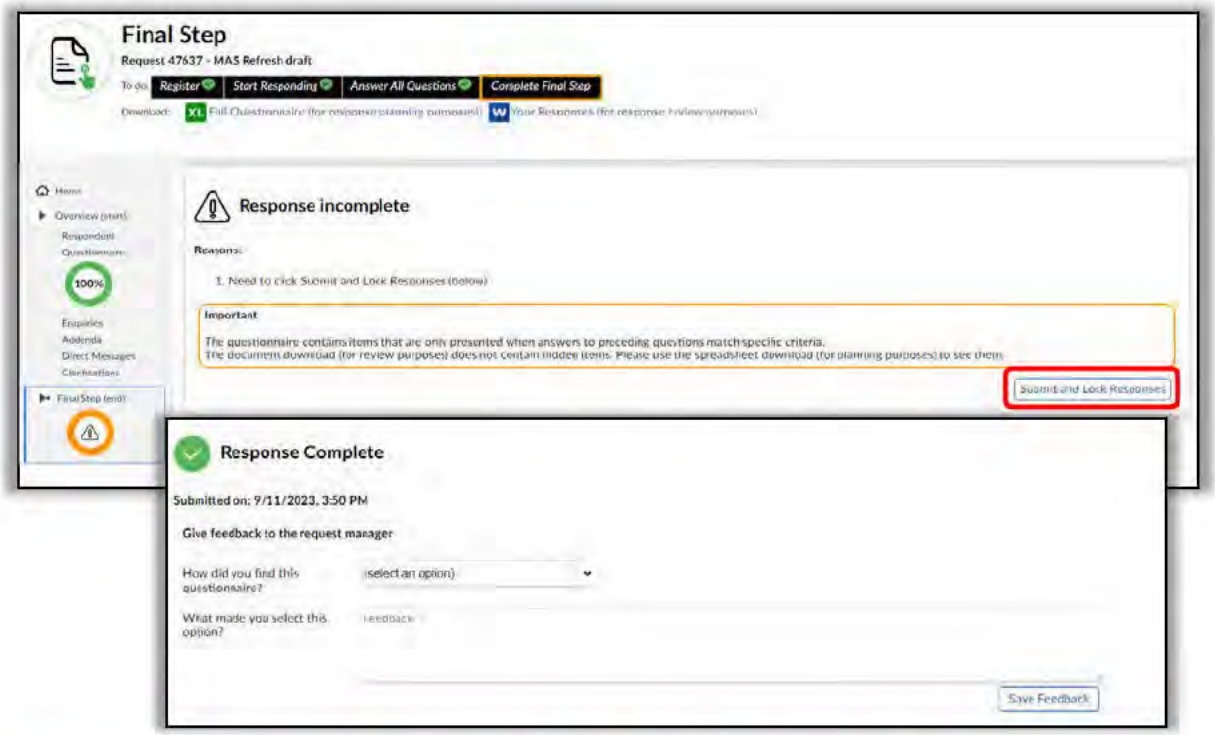
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4.5 Final Steps

Once you have gone through the entire questionnaire, the Final Step page will indicate the reason/s why your response is incomplete. It may list a number of sections that need finalising or simply say 'Need to click Submit and Lock Responses'.

To submit your response, click on the *Submit and Lock Responses* button at the bottom of the of the screen. Once you have successfully submitted, you will receive the Response Complete notification in 360. There is also the option to provide feedback on your experience using the system.

You will receive an email with confirmation that your Tender has been successfully submitted.

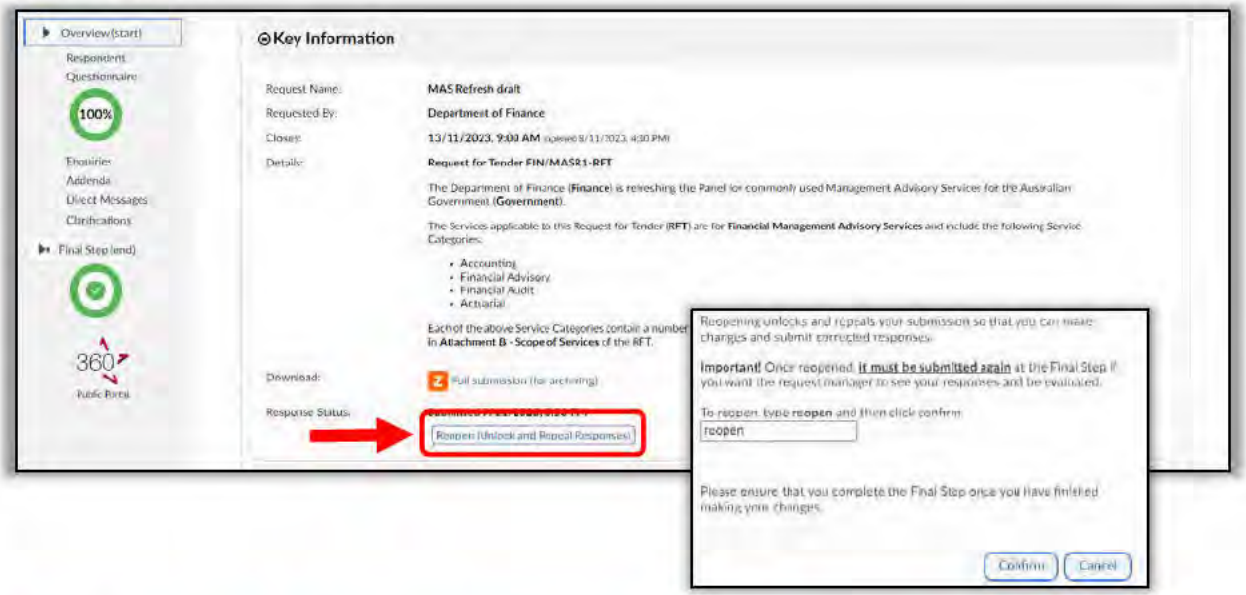


Important! Please ensure you proofread all the information contained in your Tender. This can be done in the Final Steps, or you can reopen the Response at any time before the Closing Time using the instructions below. You can download a copy of your responses as a word document at this stage using the button *Your Responses (for response review purposes)* under the *Complete Final Step* button.

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4.6 Reopen Response

Once you have submitted, if you wish to update/change any details in your Tender you can reopen your response. You may change your response at any point until the Closing Time by selecting the *Reopen Response* button which can be find in the *Overview (start)* on the left navigation menu.



Important! You must re-submit your response by clicking the Submit and Lock Responses button again on the Final Steps page.

4.7 Withdraw

At any stage up to the Closing Time, if you wish to withdraw your response, go to *Overview (start)* on the left navigation menu and click the *Actions* button on the right of the screen. A drop down with appear with the option to Withdraw.

A pop-up will present, asking if you are sure you want to withdraw your response. In the text box provided, type withdraw then click Confirm.



Important! Withdrawing your response means it will be deleted from the system and cannot be retrieved. You will no longer be notified when addenda are issued.

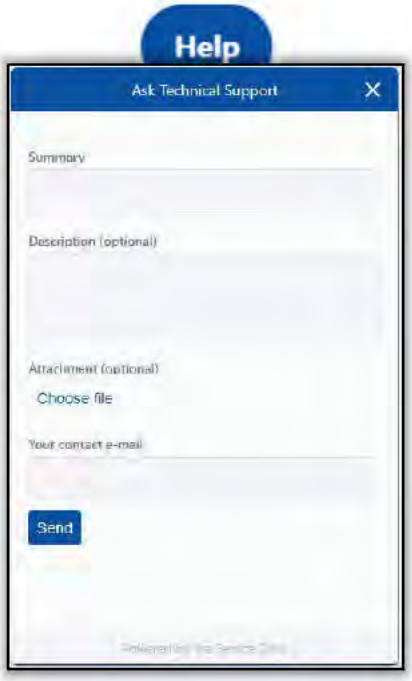
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5. Technical Support

The blue *Help* icon is located on the bottom right hand corner of every page in the 360 Public Portal. When clicked, this feature allows you to quickly ask the 360 Technical Support team any queries by describing the situation and attaching any files.

You may also contact the technical support team for any issues regarding the 360 system by:

- Email: support@simplylogical.net
- Telephone: 02 5100 4009



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Australian Government
Department of Finance

Attachment F - Guidance for Management Advisory Services (MAS) Panel Refresh 2 Responses

Purpose

This guidance document has been prepared to give potential respondents details on what to expect for a MAS Panel refresh Request for Tender (RFT) process. This includes the type of information they will be asked to provide for a MAS Panel RFT response, as well as details on common issues and observations that have been noted since the establishment of the panel and first refresh process.

Where can I find opportunities to submit a response for the MAS Panel?

All approaches to market relating to refresh of the MAS Panel will be published on AusTender (www.tenders.gov.au). If you wish to receive notifications about potential business opportunities, please ensure that your organisation is registered on AusTender. You can set up a notification profile to receive information on any planned procurements or business opportunities that match your self-defined profile.

What is the process to refresh the MAS Panel?

Following the establishment of the MAS Panel, Finance has undertaken a refresh RFT process for Financial Management Advisory Services which was released in November 2023 and closed 18 December 2023 and services commenced September 2024.

MAS Refresh 2 will be for:

a) Corporate and Commercial Management Advisory Services; and

b) Investment Banking Services (which is a Service Subcategory under the Financial Management Advisory Services Service category).

Following the MAS Refresh 1 RFT, Finance decided to include Investment Banking Services in the MAS Refresh 2 RFT. Investment Banking was added as a new Financial Management Advisory Service Subcategory in the MAS Refresh 1 RFT. For clarity, this will mean that all MAS Panel Subcategories will have been out to market twice.

Adding new Service Providers, or new Service Subcategories to existing Service Providers on the MAS Panel can only be done through these refresh RFT processes, consistent with the process to establish the panel.

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Who can submit a response?

Respondents:

a) who submitted a tender and were unsuccessful for one or more Corporate and Commercial Management Advisory Service Subcategory or the Investment Banking Subcategory in Refresh 1, and who want to be considered for the provision of these Management Advisory Services or the Investment Banking Service Subcategory, should respond to this RFT;

b) who are already approved as existing service providers for one or more Corporate and Commercial Management Advisory Service Subcategory, or the Investment Banking Services Subcategory, who want to be considered for the provision of new Corporate and Commercial Management Advisory Services, or the Investment Banking Service Subcategory not already in their Head Agreement should respond to this RFT; or

c) who have not previously submitted a tender for Corporate and Commercial Management Advisory Services or the Investment Banking Service Subcategory in Refresh 1, and who want to be considered for the provision of these Management Advisory Services, should respond to this RFT.

Respondents who are already approved as service providers for a Corporate and Commercial Management Advisory Service Subcategory (including a Service Subcategory with updated Service Descriptors as set out in **Attachment B – Scope of Services**) or the Investment Banking Service Subcategory, do not need to retender for those Service Subcategories contained in their Head Agreement.

What information are respondents required to provide in a MAS RFT process?

Respondents for a MAS RFT process will be required to create and submit their response using the 360 Public Portal (360). This means that the requirements for response information is structured and easily entered into the system. The information required is broken down into two main elements.

1. General Information about your organisation, for example - ABN, MAS supplier status (current Service Provider or New Service Provider), compliance with the Head Agreement, classification and type of organisation, year of formation, Indigenous status, compliance with Conditions for Participation and Minimum Content and Format Requirements, response to Commonwealth policy requirements, details which would be used to populate a Head Agreement if the respondent was to be successful, confidential information, and any conflicts of interest. This information is only provided once, no matter how many Subcategory(ies) a respondent chooses to include in their response.

2. Specific information in relation to each MAS Panel Subcategory for which the respondent chooses to submit a response. This information is consistent and must be provided separately for each Subcategory. This is required as each Subcategory is for a unique Management Advisory Service which is assessed by separate tender evaluation teams.

The Respondent must also provide a declaration in relation to their Tender by a representative with authority to provide the declaration on behalf of the Respondent.

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What specific information is required for each Subcategory?

For each Subcategory a respondent must provide the following types of information:

- The year the organisation commenced providing advisory services in the relevant Subcategory
- The number of full-time equivalent (FTE) personnel (not including subcontractors) in the organisation with the relevant skills and experience to provide advisory services in the relevant Subcategory
- A summary of the relevant qualifications and professional recognition these personnel have to provide advisory services in the relevant Subcategory.
- A summary of the relevant skills and experience up to 7 of these personnel have to provide advisory services in the relevant Subcategory.
- Relevant to the Subcategory:
    - the number of advisory engagements the Respondent has provided in the last 5 years; or the number of advisory engagements the Respondent's current personnel have provided in the last 5 years; and
    - a brief description of up to 5 of these advisory engagements, including the client, timeframe, value and relevant services provided.
- Two examples of demonstrated experience within the last 5 years relevant to the Subcategory. These examples should demonstrate the organisation's experience, or where organisational experience cannot be provided, examples to demonstrate its personnel's experience in delivering relevant advisory services to the Australian Government, other governments and/or large corporate entities. Both demonstrated experience examples require response for the following:
    - The name and type of entity that the advisory services were delivered to;
    - The project title;
    - The approximate month and year of the start date and end date that the services were provided;
    - The approximate value of the engagement (inc GST);
    - A detailed description of the work undertaken for the project;
    - (If providing a response relevant to personnel experience instead of organisational), the names of the personnel involved in the services;
    - If the advisory services were solely delivered by the Respondent's organisation (or personnel), and if not, what the circumstances were;
    - If the services provided align with Finance's definition of consultancy services; and
    - Contact details for a referee to substantiate the example.
- Pricing details (GST inclusive hourly rates) for each of the personnel classifications offered (6 levels available based on expected work level standards as provided in MAS RFT documentation).
- Information relating to any proposed Expert Personnel.

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- Any percentage discounts offered for the order value ranges (noting discounts do not need to be offered).

Why do respondents have to provide separate information for each Subcategory they choose to include in their response?

As each Subcategory is individually assessed by separate tender evaluation teams, the information (as detailed above) is required for each Subcategory included in a response. This enables independent evaluation of Stage 2 Detailed Evaluation, and Stage 3 Financial Analysis. This is why it is important to tailor each Subcategory response as they are evaluated separately.

It is also important to understand the separate Subcategory evaluation process as respondents may be found successful in some, but not other Subcategories following evaluation and particularly where the response is not complete and tailored to the relevant Subcategory.

How are referee details used?

Referee contact details for each of the two demonstrated experience examples are used to automatically invite them to submit a reference through 360 Public Portal. This is done independently between the referee and 360 Public Portal, however the Respondent is notified when each referee commences their reference, and again once it has been submitted.

Respondents should note that a referee is required for both demonstrated experience examples, for each Subcategory included in the response and relevant referee comments will support Finance's assessment of the Tender response against the Evaluation Criteria.

Common Issues with MAS Panel Responses

- Examples provided are more aligned to contractor services rather than consultancy services
- Examples provided did not relate to the Service Subcategory or the Service Area being tendered for
- Examples provided are for out of scope services (as detailed in the MAS Panel User Guide)
- The same examples are provided for multiple Service Subcategories and are not tailored to show relevance to each Subcategory
- The examples provided were not attributable to the organisation or personnel currently working with the organisation
- Minimal information provided in the response to be able to assess what advisory services were provided in relation to the Subcategory
- Poor descriptions of the advisory services that were delivered in relation to the Subcategory

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- Lack of focus on the actual advisory services, and more background information on the overall project.

Tips for MAS Panel Responses

- Provide information about the skills and qualifications of the Respondent and its personnel, relevant to the service Subcategory
- Address all elements of each question adequately and clearly
- Utilise the scope allowed by the word limits provided in 360 Public Portal (i.e. rather than only providing very brief information)
- Tailor responses for each Subcategory to ensure they are relevant and only contain information relevant to the Subcategory
- Use demonstrated experience examples that clearly show that advisory services were provided, and how these relate to the service Subcategory
- In the demonstrated experience examples, clearly explain wherever possible what the outcomes were, or what the progress has been to date
- Ensure your referees are aware they have been nominated, and inform them that they will be contacted via the 360 Public Portal
- Consider having someone outside the process undertake quality assurance of your response.

How do I submit a response?

Finance is using the 360 Public Portal, an online tender system, to receive responses for the MAS Panel Refresh. The 360 Public Portal is a secure system hosted and supported in Australia. Respondents must submit their Tender through the 360 Public Portal, and it cannot be submitted via AusTender, however a link will be provided to the 360 Public Portal in the RFT published on AusTender.

A 360 Public Portal Respondent's User Guide is provided at Attachment E to this RFT for information to utilise the system.

Contact Point

The Contact Point for MAS Refresh is MASRefresh@finance.gov.au.

Further Information

A range of MAS Panel guidance is publicly available on the Department of Finance Website, including:

- About the Panel
- Scope of Panel Services
- Panel refresh information

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Australian Government
Department of Finance

Attachment H – Guidance on the Shadow Economy Procurement Connected Policy

FIN/MASR2-RFT – Management Advisory Services Panel Refresh 2

The Shadow Economy Procurement Connected Policy (the Shadow Economy Policy) applies to this procurement. The Shadow Economy Policy aims to increase the integrity of Commonwealth Government procurement processes by promoting good tax behaviour and creating an even playing field for businesses that comply with their tax obligations.

Information about the Shadow Economy Policy is available at Shadow Economy Procurement Connected Policy | Treasury.gov.au.

What is a Statement of Tax Record?

The Statement of Tax Record (**STR**) is an official document issued by the Australian Taxation Office (**ATO**) to indicate whether or not an entity has met the requirements of the Shadow Economy Policy and shows satisfactory engagement with Australia's tax system.

When and where do I request or access my STR(s)?

Respondents are encouraged to apply for STRs as soon as possible and maintain valid STRs in order to more easily submit their STRs for current and future tender processes. Respondents may note that it is not necessary to wait until an approach to market is released as this would improve your ability to meet future Request for Tender (**RFT**) timelines and/or to respond to possible issues with the ATO.

Requests for a STR(s) are to be made to the ATO. The method of application will depend on whether or not you are registered with the ATO or are applying during an ATO system outage. Information on how to access your STR(s) can be found at Statement of tax record | Australian Taxation Office (ato.gov.au).

What is a satisfactory STR?

A satisfactory STR will be issued by the ATO if the following conditions are met:

(a) The applicant is up to date with registration requirements which may include being registered for an Australian Business Number (**ABN**) and Goods and Services Tax (**GST**), and having a Tax File Number

(b) The applicant has lodged at least 90 per cent (90%) of all income tax returns, Fringe Benefit Tax returns and Business Activity Statements that were due in the last four years or the period of operation if less than four years. Reasonable delays in lodgements due to extensions agreed to by the ATO will not affect the receipt of a satisfactory STR; and

(c) On the date the STR is issued, the applicant does not have $10,000 or greater in overdue debt due to the ATO (excluding debt subject to a taxation objection, review or appeal under the provisions of Part IV C of the *Taxation Administration Act 1953*). If the applicant has entered into a payment plan with the Australian Taxation Office, they will meet this criterion.

If the applicant does not have a record with the ATO or has a record of less than four (4) years, they need to meet additional conditions outlined in the Shadow Economy Policy.

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Which entities do I need to submit a valid and satisfactory STR for?

You **must** provide all Valid and Satisfactory STRs required for your entity type with your Tender.

All Respondents will need to submit all Valid and Satisfactory STR(s) required for the entity type for the business tendering for the RFT.

In some cases, Respondents may be required to submit more than one STR, as explained in sections 2 to 9 of 'Additional STR Documents' below, depending on the Respondent's corporate structure, for example, if they are a partnership or trust. Respondents that are a partnership, trust, joint venture, subsidiary of a tax consolidated group or multiple entry consolidated group (**MCE**), or GST group, or individual should review sections 2 to 9 below carefully, as strict compliance is required with these requirements.

Respondents must also hold, and provide on request to Finance, all Valid and Satisfactory STR(s) required for the entity type of any first-tier subcontractor that the Respondent will engage to deliver goods or services part of a contract resulting from a procurement with an estimated value of $4 million or more, including GST. A first-tier subcontractor is a subcontractor that is directly engaged by the Respondent for a contract.

What STR documentation needs to be submitted by the Closing Time?

By the Closing Time, each Respondent **must** submit with their Tender **all Valid and Satisfactory** STR(s) required for the **Respondent's entity type.**

What if I receive an unsatisfactory STR?

If you did not meet the satisfactory STR criteria, you may be able to take corrective action to bring your tax obligations up to date. You can then reapply for an STR the day after the corrective action is recorded in the ATO's systems.

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What does a Valid and Satisfactory STR look like?

The following image shows what a Valid and Satisfactory STR looks like.



Australian Government
Australian Taxation Office

<TITLE> <FIRST NAME> <LAST NAME>
<ADDRESS LINE 1>
<ADDRESS LINE 2>

Our Reference:
ABN: <ABN>
Date of issue: <DD Month CCYY>
Date of expiry: <DD Month CCYY>

Statement of tax record – Satisfactory

› <Entity Name> has met the criteria for a satisfactory tax record
› This statement may be required for your tender. Check your tender request documentation.

This statement of tax record is issued to <Entity Name> to confirm that this entity has met the criteria of having a satisfactory engagement with the Australian tax system, as detailed in the Procurement Connected Policy - *Black economy - increasing the integrity of government procurement.*

For further information on how the criteria are applied to determine the outcome of a statement of tax record see ato.gov.au/STR

Yours faithfully,
Tim Dyce
Deputy Commissioner of Taxation

SAMPLE

The details (organisation name and ABN etc) provided will match the Tenderer

The date of issue will be **before** the Closing Time, and the date of expiry will be **after** the Closing Time.

A valid and satisfactory STR will clearly indicate the STR is **satisfactory**.

The STR **will** confirm that the statement may be required for your tender.

This is the document that you must provide to Finance.

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What documents can be mistaken for a STR?

Statement of Tax Record – Taxpayer Report

The STR Taxpayer Report provides information about how you met or did not meet the requirements for a satisfactory STR.



Australian Government
Australian Taxation Office

<TITLE> <FIRST NAME> <LAST NAME>
<ORGANISATION>
<ADDRESS LINE 1>
<ADDRESS LINE 2>
<LOCALITY> <STATE> <POSTCODE>
<COUNTRY>

Our Reference:
<ABN/ARN>: <ABN/ABR>
Date of issue: <DD Month CCYY>
Date of expiry: <DD Month CCYY>

For your information
Statement of tax record – Taxpayer report

- This report is provided for your own reference.
- You do not need to provide this taxpayer report when responding to tenders.

Entity name: MR JOHN JONES

This report details how MR JOHN JONES has met or not met the criteria in relation to the statement of tax record, as outlined in the Procurement Connected Policy – *Black economy - increasing the integrity of government procurement.*

We've compiled this report based on information from our systems and information you may have provided to us under Australia's self-assessment regime. If you believe the information on this report is incorrect or need help correcting any issues, refer to the next page for further information.

Registrations

Registration type	Registration status
Australian business number	Active
Goods & services tax	Active
Tax file number	Active

Lodgment

Lodgment type	Lodgment criteria status
Income tax returns	Lodgment criteria met
Business activity statements	Lodgment criteria met

Payments — Payment criteria met

Yours faithfully,
Tim Dyce
Deputy Commissioner of Taxation

SAMPLE

The main heading confirms the document is a Taxpayer Report and does **not** confirm if the STR is satisfactory.

The document confirms you do **not** need to provide it when responding to Tenders.

The document is provided by the ATO for your information only and does <u>not</u> need to be provided with your Tender.

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Additional STR Documents

The Shadow Economy Policy also applies to new business and foreign organisations, partnerships, trusts, joint ventures, tax consolidated groups or multiple entry consolidated groups, and GST groups and, where relevant to a Respondent, additional STRs must be obtained.

1. New Business and Foreign Organisations

The Respondent will need to provide a statement to the ATO that states it:

(a) is a non-resident with no tax record or a tax record of less than four years in Australia (applicable to foreign entities);

(b) will comply and pay all their Australian tax obligations (applicable to Australian and foreign entities);

(c) has no tax related convictions in the last four years (applicable to Australian and foreign entities); and

(d) is complying with its tax obligations outside of Australia (applicable to foreign entities and new Australian businesses).



Statement of Tax Record

NEW BUSINESSES – this template applies to all New Businesses which are Individuals, Companies, Partnerships, Trusts, Consolidated Groups and Joint Ventures

Australian Government
Australian Taxation Office

<TITLE> <FIRST NAME> <SURNAME>
<ORGANISATION>
<ADDRESS LINE 1>
<ADDRESS LINE 2>
<LOCALITY> <STATE> <POSTCODE>
<COUNTRY>

Our Reference:
<ABN/ARN>: <ABN/ARN>
Date of issue: <DD Month CCYY>
Date of expiry: <DD Month CCYY>

Statement of Tax Record

This Statement of Tax Record is issued to Entity Name to confirm that this entity has an Australian tax record of less than four years and has met the criteria of having a satisfactory engagement with the Australian tax system, as detailed in the Commonwealth Procurement Connected Policy - Black Economy - Increasing the Integrity of Government Procurement.

The entity has made the following statements that it:

› is a non-resident, with less than four years tax record in Australia
› will comply with and pay all of its Australian tax obligations
› has no tax-related convictions in the last four years, and
› is complying with or does not have tax obligations outside of Australia.

For further information on how the criteria is applied to determine the outcome of a Statement of Tax Record see ato.gov.au/STR

Yours faithfully,

Deputy Commissioner of Taxation

SAMPLE

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2. Partnerships

If the Respondent or subcontractor is a partnership, a valid and satisfactory STR **must** be provided on behalf of the partnership and in respect of each partner who is directly involved in the delivery of Services. If a new partner subsequently becomes directly involved, a valid and satisfactory STR must be provided to Finance within a reasonable time after the partner becomes involved. STR requirements in respect of partners are limited to the time they remain partners in the partnership.



Statement of Tax Record

PARTNERSHIP

Australian Government
Australian Taxation Office

<TITLE> <FIRST NAME> <SURNAME>
<ORGANISATION>
<ADDRESS LINE 1>
<ADDRESS LINE 2>
<LOCALITY> <STATE> <POSTCODE>
<COUNTRY>

Our Reference:
<ABN/ARN>: <ABN/ARN>
Date of issue: <DD Month CCYY>
Date of expiry: <DD Month CCYY>

Statement of Tax Record

This Statement of Tax Record is issued to Entity Name to confirm that this entity has< not> met the criteria of having a satisfactory engagement with the Australian tax system, as detailed in the Commonwealth Procurement Connected Policy - Black Economy - Increasing the Integrity of Government Procurement.>

For further information on how the criteria is applied to determine the outcome of a Statement of Tax Record see ato.gov.au/STR

Partnership

This entity is a partnership. Each partner that is directly involved in the delivery of the contract must also provide their own Statement of Tax Record to satisfy the Procurement Connected Policy. Refer to the tender process documentation for more information.

Yours faithfully,

Deputy Commissioner of Taxation

SAMPLE

Statement confirms that each partner that is directly involved in the delivery of the contract must also provide a STR to comply with the Shadow Economy Policy

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3. Trust

If the Respondent or subcontractor is a trust, a valid and satisfactory STR **must** be provided in respect of the trust and trustee.



Statement of Tax Record

TRUST

Australian Government
Australian Taxation Office

<TITLE> <FIRST NAME> <SURNAME>
<ORGANISATION>
<ADDRESS LINE 1>
<ADDRESS LINE 2>
<LOCALITY> <STATE> <POSTCODE>
<COUNTRY>

Our Reference:
<ABN/ARN>: <ABN/ARN>
Date of issue: <DD Month CCYY>
Date of expiry: <DD Month CCYY>

Statement of Tax Record

This Statement of Tax Record is issued to <Entity Name> to confirm that this entity has met the criteria of having a satisfactory engagement with the Australian tax system, as detailed in the Commonwealth Procurement Connected Policy - Black Economy - Increasing the Integrity of Government Procurement.

For further information on how the criteria is applied to determine the outcome of a Statement of Tax Record see **ato.gov.au/STR**

Trust

This entity is a trust. The Trustee will also need to provide a Statement of Tax Record to satisfy the Procurement Connected Policy.

Yours faithfully,

Deputy Commissioner of Taxation

SAMPLE

Statement confirms that the Trustee must also provide a STR to comply with the Shadow Economy Policy

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4. Foreign Trust

If the Respondent or subcontractor is a foreign trust without an Australian tax record of at least 4 years, a valid and satisfactory STR must be provided in respect of the trust and trustee (refer to Part 8.a. of the *Shadow Economy Procurement Connected Policy*).

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5. Joint Venture

If the Respondent or subcontractor is a joint venture, a valid and satisfactory STR **must** be provided in respect of each party to the joint venture. Where the joint venture operator is not a participant of the joint venture, the operator **must** also provide a valid and satisfactory STR.



Statement of Tax Record

JOINT VENTURE

Australian Government
Australian Taxation Office

<TITLE> <FIRST NAME> <SURNAME>
<ORGANISATION>
<ADDRESS LINE 1>
<ADDRESS LINE 2>
<LOCALITY> <STATE> <POSTCODE>
<COUNTRY>

Our Reference:
<ABN/ARN>: <ABN/ARN>
Date of issue: <DD Month CCYY>
Date of expiry: <DD Month CCYY>

Statement of Tax Record

This Statement of Tax Record is issued to <Entity Name> to confirm that this entity has met the criteria of having a satisfactory engagement with the Australian tax system, as detailed in the Commonwealth Procurement Connected Policy - Black Economy - Increasing the Integrity of Government Procurement.

For further information on how the criteria is applied to determine the outcome of a Statement of Tax Record see **ato.gov.au/STR**

Joint Venture

If the entity is applying for tender as part of a joint venture, the other participants including a nominated joint venture operator will also need to provide a Statement of Tax Record to satisfy the Procurement Connected Policy.

Yours faithfully,

Deputy Commissioner of Taxation

SAMPLE

Statement confirms that the other participants including a nominated joint venture operator must also provide a STR to comply with the Shadow Economy Policy

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FOI 26-27/094 - Document 06

6. Head company of a Tax Consolidated Group or Multiple Entry Consolidated group

If the Respondent or subcontractor is the head company of a tax consolidated group, or a MEC group, a valid and satisfactory STR **must** be provided by the head company, but need not be provided for subsidiaries.

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7. Subsidiary of a Tax Consolidated Group or Multiple Entry Consolidated Group

If the Respondent or subcontractor is a subsidiary of a tax consolidated group, or a MEC group, a valid and satisfactory STR **must** be provided by the subsidiary and the head company.



Statement of Tax Record

SUBSIDIARY OF AN INCOME TAX

CONSOLIDATED GROUP

Australian Government
Australian Taxation Office

<TITLE> <FIRST NAME> <SURNAME>
<ORGANISATION>
<ADDRESS LINE 1>
<ADDRESS LINE 2>
<LOCALITY> <STATE> <POSTCODE>
<COUNTRY>

Our Reference:
<ABN/ARN>: <ABN/ARN>
Date of issue: <DD Month CCYY>
Date of expiry: <DD Month CCYY>

Statement of Tax Record

This Statement of Tax Record is issued to <Entity Name> to confirm that this entity has met the criteria of having a satisfactory engagement with the Australian tax system, as detailed in the Commonwealth Procurement Connected Policy - Black Economy - Increasing the Integrity of Government Procurement.

For further information on how the criteria is applied to determine the outcome of a Statement of Tax Record see **ato.gov.au/STR**

Consolidated group

This entity is part of a consolidated group for Income Tax for Taxation purposes. Its Income Tax Group Head will also need to provide its own Statement of Tax Record to satisfy the Procurement Connected Policy.

Yours faithfully,

Deputy Commissioner of Taxation

SAMPLE

Statement confirms that the consolidated group Income Tax Group Head must also provide a STR to comply with the Shadow Economy Policy

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8. GST Group

If the Respondent or subcontractor is a member of a GST group, a valid and satisfactory STR **must** be provided by the group representative and the group member.



Statement of Tax Record

MEMBER OF A GST GROUP

Australian Government
Australian Taxation Office

<TITLE> <FIRST NAME> <SURNAME>
<ORGANISATION>
<ADDRESS LINE 1>
<ADDRESS LINE 2>
<LOCALITY> <STATE> <POSTCODE>
<COUNTRY>

Our Reference:
<ABN/ARN>: <ABN/ARN>
Date of issue: <DD Month CCYY>
Date of expiry: <DD Month CCYY>

Statement of Tax Record

This Statement of Tax Record is issued to <Entity Name> to confirm that this entity has met the criteria of having a satisfactory engagement with the Australian tax system, as detailed in the Commonwealth Procurement Connected Policy - Black Economy - Increasing the Integrity of Government Procurement.

For further information on how the criteria is applied to determine the outcome of a Statement of Tax Record see ato.gov.au/STR

GST group

This entity is part of a GST Group for Goods and Services Tax. Its GST Group Representative member will also need to provide its own Statement of Tax Record to satisfy the Procurement Connected Policy.

Yours faithfully,

Deputy Commissioner of Taxation

SAMPLE

Statement confirms that the GST Group Representative member must also provide a STR to comply with the Shadow Economy Policy

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9. Individual

Where the Respondent is an individual, a valid and satisfactory STR **must** be provided by the individual. Individuals who are not in business should apply to the ATO for their STR application to be processed manually.



Statement of Tax Record

INDIVIDUAL

Australian Government
Australian Taxation Office

<TITLE> <FIRST NAME> <SURNAME>
<ORGANISATION>
<ADDRESS LINE 1>
<ADDRESS LINE 2>
<LOCALITY> <STATE> <POSTCODE>
<COUNTRY>

Our Reference:
<ABN/ARN>: <ABN/ARN>
Date of issue: <DD Month CCYY>
Date of expiry: <DD Month CCYY>

Statement of Tax Record

This Statement of Tax Record is issued to Individual Name to confirm that this Individual has met the criteria of having a satisfactory engagement with the Australian tax system, as detailed in the Commonwealth Procurement Connected Policy - Black Economy - Increasing the Integrity of Government Procurement.

For further information on how the criteria is applied to determine the outcome of a Statement of Tax Record see **ato.gov.au/STR**

Yours faithfully,

Deputy Commissioner of Taxation

SAMPLE

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Contact

For additional information regarding this RFT, please contact the Request Manager as described in paragraph 6.1.1 of the RFT.

For more information on how to apply for a STR, please visit www.ato.gov.au/STR

Should you have any questions regarding the Policy, visit Shadow Economy Procurement Connected Policy | Treasury.gov.au

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Attachment I – Modern Slavery

Management Advisory Services Panel – Refresh 2

Note to Respondents:
The Tender Response Questionnaire, in the 360 Public Portal, contains a series of questions that once completed and submitted will form the Respondent's Tender.

The Tender Response Questionnaire contains a number of sections that are represented by tabs on top of each page. The information required in the section (tab) on Modern Slavery is summarised below.

Respondent Modern Slavery Risk Supplier Question – Identifying Modern Slavery risks

The following Modern Slavery Risk question is included as part of the Tender Response Questionnaire to assist Finance and the Respondent to:

- identify and assess possible Modern Slavery risks for this procurement;
- identify mitigation efforts to combat the risk of Modern Slavery in procurement, and
- foster collaboration to address these risks.

Modern Slavery Risk Tender Question

The Respondent is to provide details of how it identifies, assesses and addresses risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods and/or Services.

Respondents are asked to respond to the Modern Slavery Risk question honestly and with as much detail as possible. Completed responses will be confidential and will not be shared beyond the Australian Government. A Respondent's answer to the Modern Slavery Risk question will not exclude them from participating in this RFT process and will not be used during the Evaluation Process.

A glossary of key terms is at **Appendix A – Glossary** to assist Respondents to answer the question.

Further information on identifying and assessing Modern Slavery risks in supply chains and operations can be found in the Australian Government's *Modern Slavery Act 2018 – Guidance for Reporting Entities.*

Background:

Modern Slavery refers to a range of serious forms of exploitation, including forced labour, debt bondage, human trafficking, and slavery. These practices are serious crimes, grave abuses of human rights and have devastating impacts on survivors.

The Australian Government's landmark *Modern Slavery Act 2018* (Cth) (the Act) aims to change the way entities do business to reduce the risk that the goods and services we use every day are the product of Modern Slavery.

The Act requires that the Commonwealth prepare a Modern Slavery statement, for a reporting period, covering all non-corporate Commonwealth entities within the meaning of

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the *Public Governance, Performance and Accountability Act 2013* (Cth). As part of this, non-Corporate Commonwealth entities including Finance must manage, monitor and report on modern slavery risks. This question assists Finance with this as a tool to identify and assess possible modern slavery risks related to this procurement.

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Appendix A – Glossary

Term	Explanation
Child labour	Child labour, in accordance with the definition used by the International Labour Organisation, is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that: • is mentally, physically, socially or morally dangerous and harmful to children; and/or • interferes with their schooling by: o depriving them of the opportunity to attend school; o obliging them to leave school prematurely; or o requiring them to attempt to combine school attendance with excessively long and heavy work. A child is defined as a person below the age of 18. Child labour has three categories: 1) The unconditional worst forms of child labour, which are internationally defined as slavery, trafficking, debt bondage and other forms of forced labour, forced recruitment of children for use in armed conflict, prostitution or pornography, and illicit activities. 2) Labour performed by a child who is under the minimum age specified for that kind of work (as defined by national legislation, in accordance with accepted international standards), and that is this likely to impede the child's education and full development. 3) Labour that jeopardises the physical, mental or moral well-being of a child, either because of its nature or because of the conditions in which it is carried out, known as "hazardous work".
Commercial sex act	Commercial sex act is defined as any sex act on account of which anything of value is given to or received by any person.
Debt bondage	Debt bondage describes situations where the victim's services are pledged as security for a debt and the debt is manifestly excessive or the victim's services are not applied to liquidate the debt, or the length and nature of the services are not limited and defined.
Deceptive recruiting for labour services	Deceptive recruiting for labour services describes the situations where the victim is deceived about whether they will be exploited through a type of Modern Slavery.
Due diligence	Due diligence describes the process organisations take to identify, prevent, mitigate and account for how they address their impacts on slavery and human trafficking.
Forced labour	Forced labour describes situations where the victim is either not free to stop working or not free to leave their place of work.
Forced marriage	Forced marriage describes situations where coercion, threats or deception are used to make a victim marry or where the victim does not understand or is incapable of understanding the nature and effect of the marriage ceremony.
Modern slavery	The *Modern Slavery Act 2018* (Cth) (the Act) defines Modern Slavery as a term used to describe situations where coercion, threats or deception are used to exploit victims and undermine or deprive them of their freedom. Modern Slavery is only used to describe serious exploitation. It does not include practices like

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	substandard working conditions or underpayment of workers. The Act defines Modern Slavery as including eight types of serious exploitation: trafficking in persons; slavery; servitude; forced marriage; forced labour; debt bondage; deceptive recruiting for labour services; and the worst forms of child labour.
Migrant worker	Migrant workers are people who leave home to find work outside of their hometown or home country. Migrant workers include both foreign and domestic (internal) migrant workers.
Organisation	Organisation is a person or group that has its own functions with responsibilities, authorities and relationships to achieve its objectives. The concept of organisation includes, but is not limited to, sole-trader, company, corporation, firm, enterprise, authority, partnership, association, charity or institution, or part or combination thereof, whether incorporated or not, public or private.
Policy	A policy refers to documented guidelines or rules of conduct within an organisation. Human rights-related policies generally fall into two categories: stand-alone statements and policies that are integrated within an organisation's wider standards literature (e.g., Worker codes of conduct and ethical sourcing standards).
Recruiter	A recruiter refers to both private and public entities that offer Professional Contractor recruitment services. Recruiters – variously referred to as contractor intermediaries, middlemen, contractor brokers, and recruitment agents, among other terms – recruit, hire and/or manage workers.
Servitude	Describes situations where the victim's personal freedom is significantly restricted, and they are not free to stop working or leave their place of work.
Slavery	Describes situations where the offender exercises powers of ownership over the victim, including the power to make a person an object of purchase and use their labour in an unrestricted way.
Supplier	A supplier is defined as an organisation or person that provides a product or service used in your supply chain. The supplier can have a direct or indirect relationship with your organisation. Examples of suppliers are; brokers, consultants, contractors, distributors, franchisees or licensees, home workers, independent contractors, manufacturers, primary producers, sub-contractors, and wholesalers.
Supply chain	A supply chains is defined as a sequence of activities or parties that provides products or services to the organisation.
Tier One supplier	A manufacturer who provides products directly to a company without dealing with a middleman or other manufacturers.
Trafficking in persons	Trafficking in persons describes the recruitment, harbouring and movement of a person for exploitation through Modern Slavery.
Training	Training can be focused on helping agents better understand organisation policies, how to effectively implement them and ways to avoid Modern Slavery risks associated with inaction.
Worker	A person who performs work, including seasonal, contract and other temporary labour. Both employees and independent contractors are considered workers.

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Attachment J – Respondent's Declaration Information

Management Advisory Services Panel – Refresh 2

Recitals

A. The Respondent is submitting a Tender in response to Request for Tender FIN/MASR2-RFT (**RFT**) to refresh the Corporate and Commercial Management Advisory Services (as well as the Investment Banking Services under the Financial Management Advisory Services) under the Management Advisory Services Panel for the Australian Government, published by the Commonwealth of Australia, represented by the Department of Finance (**Finance**).

B. The Respondent provides this Declaration for the benefit of Finance.

Compliance with RFT

1 The Respondent undertakes to participate in the RFT in accordance with the requirements of the RFT and on the basis of its Tender. The Respondent represents that:

1.1 it has examined the RFT, the Head Agreement, all documents referred to in the RFT, and all other information made available to the Respondent (including any addenda) and all applicable legislation and policies, including those set out at section 10 of the RFT;

1.2 it has examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;

1.3 its Tender is submitted in accordance with the RFT and the Respondent (if successful) will properly provide the Offered Services in accordance with the Head Agreement;

1.4 the information contained in its Tender is true and correct and the Respondent has satisfied itself as to the sufficiency of its Tender;

1.5 it complies with all the Conditions for Participation that apply to the RFT as stated in paragraph 8.1 of the RFT;

1.6 its Tender meets all Minimum Content and Format Requirements as set out in paragraph 8.2 of the RFT;

1.7 it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of Finance, except as expressly provided in the RFT or in notices received by the Respondent;

1.8 it has obtained independent advice, as appropriate; and

1.9 it has not relied on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending the RFT other than amendments made by Finance in accordance with paragraph 5.2 of the RFT.

2 The Respondent acknowledges each of the matters set out in paragraph 9.3 and 9.14.1 of the RFT.

3 The Respondent releases Finance and the Commonwealth from any claim it might otherwise have been able to bring against Finance or the Commonwealth, arising out of or in connection with any of the matters set out in paragraph 9.15.4 of the RFT.

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4 If the Respondent is a Successful Respondent and any information provided in this Declaration changes, the Respondent undertakes to advise Finance of that change within five (5) Business Days and in any event prior to execution of a Head Agreement or Deed of Variation to vary its Existing Head Agreement to reflect the terms of the Head Agreement (**Deed of Variation**).

Financial Viability

5 The Respondent declares that:

5.1 it is solvent and financially capable of performing the Services on an ongoing basis; and

5.2 no Insolvency Event has occurred and is subsisting with respect to the Respondent.

Ethical dealing

6 The Respondent represents that its Tender has not been prepared with:

6.1 the improper assistance of any Commonwealth officer or employee or the use of any information obtained unlawfully or in circumstances that constitute a breach of confidentiality or fidelity on the part of that person or a breach of sections 122.4 and 122.4A of the Schedule to the *Criminal Code Act 1995* (Cth) or the *Public Service Act 1999* (Cth); or

6.2 information otherwise improperly obtained from Finance or any other Commonwealth entity, or from an employee, ex-employee, contractor or ex-contractor of Finance or any other Commonwealth entity.

7 The Respondent through its officers, employees or agents, has not attempted and will not attempt, to improperly influence any officer or employee of Finance or another Commonwealth entity in connection with the assessment of the Tender.

8 The Respondent represents that it has not previously engaged in discrimination of the kind prohibited by section 354 of the Fair Work Act 2009 nor has it previously entered into or not entered into any subcontracting arrangement as a result of the coercion or duress of another person.

9 The Respondent represents that it has not engaged in misleading or deceptive, collusive, anti-competitive or any other unlawful or unethical conduct (including with any other Respondent or person) in relation to its Tender or the RFT process, or contravened any applicable laws or Commonwealth policies regarding the offering of inducements.

10 The Respondent has notified Finance as part of its Tender of any actual, potential, or perceived conflict of interest in relation to this RFT process or which could affect the performance of its obligations if the Respondent was to enter into the Head Agreement or Deed of Variation.

Employee entitlements

11 The Respondent represents that it has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements. Alternatively, the Respondent represents that it has satisfied any order resulting from a judicial decision made against it relating to employee entitlements and is able to meet its obligations in relation to the timely payment of employee entitlements.

12 The Respondent represents that, in respect of its personnel it has in place appropriate systems and processes to ensure that it is able to pay all wages, salaries, and other payments or entitlements due to its personnel in a timely manner, and comply with all applicable statutory requirements in relation to its personnel including, without limitation, in respect of superannuation, workers compensation, taxation, non-discrimination, privacy, work health and safety, leave and any other award or entitlements.

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Anti–collusion requirements

13 The Respondent warrants that its Tender has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor, other than, and in accordance with law:

13.1 certain joint venture arrangements exist between the Respondent and a competitor;

13.2 when the Respondent and a competitor have an agreement that has been authorised by the Australian Competition and Consumer Commission; or

13.3 when the Respondent has communicated with a competitor for the purpose of subcontracting for the provision of a portion of the Services, and provided that the communication with that competitor is limited to the information required to facilitate that particular subcontract.

14 The Respondent warrants that its Tender has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor regarding:

14.1 prices;

14.2 methods, factors or formulas used to calculate prices;

14.3 the intention or decision to submit, or not submit a Tender;

14.4 the submission of a Tender that is non–conforming;

14.5 the quality, quantity, specifications or delivery particulars of the products or services to which the RFT relates; or

14.6 the terms of the Tender.

Confidential Information

15 The Respondent warrants that it and any Respondent personnel (including subcontractors) will, and will ensure that any Related Bodies Corporate, including officers, employees, agents and subcontractors of a Related Body Corporate or any third party that the Respondent proposes will provide services (whether directly or indirectly) to the Respondent or an Entity will:

15.1 comply with paragraph 9.19 of the RFT; and

15.2 keep confidential, and not, either directly or indirectly, copy, record, or disclose to any person :

15.2.1 any confidential information concerning the affairs of Finance, the Commonwealth, an Agency or any third party acquired or obtained during the course of preparing the Tender or the RFT process; and

15.2.2 any documents, data or information provided by Finance to the Respondent is confidential or which the Respondent knows, or reasonably ought to know, is confidential.

Shadow Economy Procurement Connected Policy

16 The Respondent acknowledges that it has read the guidelines provided at **Attachment F – Guidance on the Shadow Economy Procurement Connected Policy** and:

16.1 has attached the correct STR(s) for its entity type in its submission; and

16.2 the STRs submitted, are for the ABN (if registered) of each of the entities for which the Respondent is required to provide an STR.

17 The Respondent represents that if it is successful and its Satisfactory STRs are or will be no longer Valid at the time the Head Agreement or Deed or Variation will be entered into with Finance, it will, if requested by Finance, provide Finance with a renewed Valid and Satisfactory Statement of Tax Record prior to the Head Agreement or Deed or Variation being entered into.

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18 The Respondent acknowledges that if it is successful it will be required to hold all Valid and Satisfactory STR required for its entity type for the duration of the Head Agreement entered into with Finance and, on request by Finance, provide to Finance a copy of any such STR.

19 The Respondent acknowledges that if it is successful and it does not comply with the requirements outlined in paragraph 19 that it will be a breach of the Head Agreement.

20 The Respondent acknowledges that if it is successful it will be required to:

(a) ensure that any first tier subcontractor it engages to deliver services as part of a contract resulting from this procurement with an estimated value of $4 million or more (GST inclusive) holds all Valid and Satisfactory STR required for its entity type for the duration of any subcontract in relation to those goods or services; and

(b) retain a copy of all STRs held by any first tier subcontractor in accordance with paragraph 20(a) and, on request by Finance or an Entity, provide to Finance and the relevant Entity a copy of any such STR.

Significant Events

21 The Respondent has notified Finance as part of its Tender, of:

(a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body:

(i) regarding the conduct or performance of the Respondent; or

(ii) impacting on the professional capacity or capability of its Personnel to deliver the Services; and

(b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Respondent or its officers, employees, agents or Subcontractors, that may adversely impact on:

(i) the Respondent's compliance with Commonwealth policy and legislation or the Commonwealth's reputation;

(ii) Finance's or an Entity's compliance with Australian Government policy or legislation;

(iii) the Commonwealth's reputation; or

(iv) the professional capacity or capability of the Respondent or its Personnel to deliver the Services.

Consents

22 The Respondent hereby consents to and authorises Finance and its officers, employees, agents or advisers to:

22.1 undertake such confidential reference, probity, security, criminal history, financial, credit and regulatory investigations and procedures as Finance considers appropriate; and

22.2 seek any financial information required for the purpose of establishing the financial viability of the Respondent.

23 The Respondent agrees to provide at the Respondent's expense reasonable assistance to Finance to assist it in any checking it wishes to undertake or has undertaken under the RFT or in respect of the Tender.

Notification of changes

24 The Respondent will, during the Tender Validity Period set out in paragraph 9.9 of the RFT, promptly notify Finance of any changes to its corporate or ownership structure, its ability to deliver the Services as proposed under the Head Agreement, or any other circumstances that alter any of the information or assurances that the Respondent has given in its Tender or has given in this Declaration or otherwise. The Respondent will

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specifically identify in detail any alterations necessary to its Tender required by such changes.

Reliance by Finance

25 The Respondent acknowledges that Finance will evaluate the Tender in reliance on this Declaration. The Respondent acknowledges that Finance and Agencies may suffer loss if any of the representations, undertakings, consents or other statements in this Declaration or the Respondent's Tender are false, misleading or deceptive.

Enforcement of Declaration

26 The Respondent acknowledges that the obligations in this Declaration are for the benefit of Finance and the Commonwealth (in its other capacities) and that a false or misleading Declaration may result in the Respondent having committed an offence under Division 137 of the *Criminal Code Act 1995* (Cth).

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ADDENDUM NUMBER 1

Management Advisory Services for the Australian Government

Refresh Phase 2 – Corporate and Commercial Management Advisory Services and Investment Banking Services

Date of Issue for this Addendum: 28 March 2025

This Addendum is issued in accordance with paragraphs 5.2 and 6.2 of the Request for Tender.

Industry Briefing

Information about how to register to attend the Industry Briefing will be published in due course as a notice on AusTender and as an Addendum on the 360 Public Portal.

Documentation Error Resolved in the 360 Public Portal

Due to a system error, the documentation that was available through the *'Download all Files'* link on the 360 Public Portal was incorrect and did not relate to the current refresh of the MAS Panel (FIN/MASR2-RFT). This error has now been resolved.

All documents on AusTender and the 360 Public Portal relate to this Refresh of the Corporate and Commercial Service Areas and the Investment Banking Service Subcategory. Please ensure that if you downloaded documentation through the 360 Public Portal, prior to the issuing of this Addendum, that it references **FIN/MASR2-RFT**, or re-download the documentation to ensure it is accurate.

Response to Questions

Question 1	
Question	Can you please advise the key differences or overlap in scope between the Management Advisory Services panel currently out to tender, and the People Panel – Professional Contractor category?
Answer	The Management Advisory Services (MAS) Panel is for commonly used consultancy services. For the purposes of this RFT, a consultancy is defined as the engagement of temporary services that involves the development of an intellectual output that assists with decision making, and the intellectual output represents the independent view of the service provider. In accordance with paragraph 1.3.1 of the RFT: *The Services required under the Panel do not include:* *(a) contractor (non-consultancy) services performed under the supervision of an Entity, except where this is an Associated Output;*

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	Services provided under the People Panel – Professional Contractor category do not include provision of consultancy services as defined in the Australian Government's guide on Procurement Publishing and Reporting Obligations (RMG423) available at: https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-and-reporting-obligations-rmg-423, as amended from time to time.

Question 2	
Question	Can Finance please confirm if existing suppliers on Phase 2 of the MAS Panel are required to submit an application?
Answer	Current service providers on the MAS Panel do not need to retender for the subcategories they are approved to provide as contained in their Head Agreement. Should current service providers wish to be considered for additional subcategories to what they are currently approved, then a tender response will be required. Please refer paragraph 3.1.4 of the RFT.

-- End of Addendum --

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ATM – FIN/MASR2-RFT

ADDENDUM NUMBER 2

Management Advisory Services for the Australian Government

Refresh Phase 2 – Corporate and Commercial Management Advisory Services and Investment Banking Services

Date of Issue for this Addendum: 2 April 2025

This Addendum is issued in accordance with paragraphs 5.2 and 6.2 of the Request for Tender

Industry Briefing

The Industry Briefing for this RFT will be held online via Microsoft Teams at 2:00 pm (Canberra local time) on Wednesday 9 April 2025. After the Industry Briefing, there will be a workshop on 'Building Your Best Tender Response', which Potential Respondents are encouraged to participate in.

Please contact the Request Manager at MASRefresh@finance.gov.au to register your interest in attending the Industry Briefing, and a meeting link will be sent to you. After the Industry Briefing, a recording of the presentation and the slides used will be available as an addendum to this RFT.

Question 1	
Question	Is there further detail on the services that would be included in each of the Service Subcategories listed in **Attachment B – Scope of Services**?
Answer	The Service Descriptors listed under each Service Subcategory give indication of the type of services included under each Service Subcategory. These are not intended to be exhaustive or definitive, and each Service Subcategory may contain a broad range of relevant services.

Question 2	
Question	Can you please confirm if the same 'demonstrated experience' example can be used across different Service Subcategories?
Answer	Each Service Subcategory is independently evaluated by a Tender Evaluation Team, and there is nothing that prevents a Respondent from using the same example across multiple Service Subcategories. However, Respondents should use their most relevant examples for each Service Subcategory and ensure that relevant services are clearly detailed in their response. Using more generic examples with minimal relevance to the Service Subcategory may result in a Poor Stage 2 rating.

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Question 3	
Question	Where are Attachments A, D and G?
Answer	**Attachment A – Definitions**, **Attachment D – Head Agreement Amendments**, and **Attachment G – Sustainable Procurement and Economic Benefits to the Australian Economy** can all be found at the end of the RFT Document (**FIN-MAS-R2-RFT – Corporate and Commercial Management Advisory Services Refresh 2**) on pages 50, 59 and 71 respectively.

-- End of Addendum --