

Schedule 2.2(a)(ii)

via email: Schedule 2.2(a)(ii)

Dear Schedule 2.2(a)(ii)

## FREEDOM OF INFORMATION REQUEST

I refer to your application under section 30 of the *Freedom of Information Act 2016* (the Act), received by Major Projects Canberra (MPC) on 12 August 2022, in which you sought access to:

*“A copy of any tender evaluation reports and or/approvals, business cases, procurement plan minutes relating to tender: 2022.58206.NCT.002.*

*For further clarification, you can find the tender here: [Contract - 2022.58206.NCT.002](#)*

*I would like my request to include any correspondence between Ministers and Senior Executive Directors, such as emails, letters and attachments.*

*I ask that my request be transferred to other entities that may hold relevant information. Duplicate documents may be excluded.”*

### Authority

I am an Information Officer appointed by the Chief Projects Officer under section 18 of the Act to deal with access application made under Part 5 of the Act.

### Decision on access

Searches were completed for relevant documents and one (1) document was identified that falls within the scope of your request. This document is the Raising London Circuit Tender Evaluation Report. I have decided to partially release this document.

My decision is detailed further in the following statement of reasons.

### Statement of Reasons

In making my decision on disclosing government information, I must identify all relevant factors in schedules 1 and 2 of the FOI Act and determine, on balance, where the public interest lies. In reaching my access decision, I have taken the following into account:

#### Factors favouring disclosure in the public interest (Schedule 2, Section 2.1)

- Section 2.1(a)(i) - promote open discussion of public affairs and enhance the government’s accountability; and
- Section 2.1(a)(ii) contribute to positive and informed debate on important issues or matters of public interest.
- Section 2.1 (a) (iv) ensure effective oversight of expenditure of public funds;

The release of this information may possibly help to create positive and informed discussions. I consider that disclosing the contents of the information sought could reasonably contribute to discussion of public affairs. I am satisfied that these are relevant considerations favouring disclosure in this case, and in the interests of enhancing open discussion, I afford them significant weight.

**Factors favouring non-disclosure (Schedule 1 Information disclosure of which is taken to be contrary to the public interest)**

- Section 1.2 Information subject to legal professional privilege;

The Tender Evaluation Report contains information that is considered to be contrary to the public interest under section 1.2 of Schedule 1 of the act. Information contained in the report was created in the context of a legal practitioner-client relationship and was made for the purpose giving or obtaining legal advice and preparing for and use in a current legal proceeding. It is therefore exempt from release.

**Factors favouring non-disclosure in the public interest (Schedule 2, Section 2.2)**

- Section 2.2(a)(ii) prejudice the protection of an individual's right to privacy or any other right under the *Human Rights Act 2004*; and

The Tender Evaluation report contains personal information and I place significant weight on the right to privacy of individuals and their right to have their personal information protected. Accordingly, I have withheld access to and redacted the personal information contained in the document.

- Section 2.2(a)(xi) prejudice trade secrets, business affairs or research of an agency or person, and
- Section 2.2 (a)(xiii) prejudice the competitive commercial activities of an agency;

I have also considered the impact of disclosing information, which relates to business affairs. In the case of *Re Mangan and The Treasury* {2005} AATA 898 the term 'business affairs' was interpreted as meaning 'the totality of the money-making affairs of an organisation or undertaking as distinct from its private or internal affairs'. Schedule 2 section 2.2(a)(xi) allows for government information to be withheld from release if disclosure of the information could reasonably be expected to prejudice the trade secrets, business affairs or research of an agency or person.

The Tender Evaluation Report contains pricing information and other sensitive commercial information of third parties. I am satisfied that release of this information would have significant impact on the business affairs of the entities identified, as this information is not publicly available. Accordingly, I have decided it is not in the public interest to release this information.

Further to the above, I have considered the competitive commercial activities of MPC as the ACT Government's infrastructure delivery agency. MPC engages with commercial service providers to deliver vital infrastructure projects. Revealing the commercial negotiations in relation to the Raising London Circuit project at this stage would reasonably be considered to prejudice MPC's ability to engage competitive commercial activities.

It is necessary for MPC to engage in competitive commercial activities, and engage with commercial third parties, to negotiate best value for money for infrastructure developments. This does not only relate to the Raising London Circuit project, but it also relates to all MPC projects, and I give these factors significant weight. The release of this information could reasonably diminish MPC's

bargaining power and ability to negotiate competitive commercial terms. It is therefore contrary to public interest to release this information at this stage.

### **Charges**

I have decided to waive any charges in relation to this Freedom of Information application.

### **Online Publishing – Disclosure Log**

Under section 28 of the Act, MPC maintains an official online record of access applications called a disclosure log. Your original access application, my decision and documents released to you in response to your access application will be published in the MPC disclosure log three (3) days after the date of the decision. Your personal contact details will not be published. You may view the MPC disclosure log at <https://www.act.gov.au/majorprojectscanberra>.

### **Ombudsman Review**

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is published in the MPC disclosure log, or a longer period allowed by the Ombudsman.

If you wish to request a review of my decision you may write to the Ombudsman at:

The ACT Ombudsman  
GPO Box 442  
CANBERRA ACT 2601  
Via email: [actfoi@ombudsman.gov.au](mailto:actfoi@ombudsman.gov.au)

### **ACT Civil and Administrative Tribunal (ACAT) Review**

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal  
Level 4, 1 Moore Street  
GPO Box 370  
CANBERRA CITY ACT 2601  
Telephone: (02) 6207 1740  
<http://www.acat.act.gov.au>

Should you have any queries in relation to your request, please contact me by telephone on (02) 6205 5288 or email [MPCFOI@act.gov.au](mailto:MPCFOI@act.gov.au).

Yours sincerely,

**Schedule 2.2(a)(ii)**

Damon Hall  
Information Officer  
**Major Project Canberra**

29 September 2022



## **TENDER EVALUATION REPORT**

**REQUEST FOR TENDER No 58206.RFT.002  
FOR THE PROVISION OF  
RAISING LONDON CIRCUIT (PROJECT)**

**ON BEHALF OF**

**MAJOR PROJECTS CANBERRA**

## TABLE OF CONTENTS

### Contents

1. Purpose	3
2. Project Background	3
3. Project Details	3
4. Probity, Disclosure Of Conflicts Of Interest & Confidentiality	3
5. Probity Auditor/Advisor (Delete If Not Applicable)	3
6. Tenders Received	4
7. Evaluation	4
8. Debriefing Of Unsuccessful Tenderers	7
9. Recommendation	7
10. Delegate Approval	8
11. Director General Approval For Confidential Text	11

### ATTACHMENTS

A.	Conformity of Tenders Schedule.
B.	Details, Evaluation Criteria and Scoring Weightings – supporting info.
C.	Procurement Plan Minute (including Evaluation Plan)
D.	Probity Report

## 1. PURPOSE

To seek approval for the engagement of Abergeldie Contractors Pty Ltd to undertake the Project.

## 2. PROJECT BACKGROUND

See attached endorsed Procurement Plan Minute ([Attachment D](#)).

## 3. PROJECT DETAILS

### Program

The following timetable applies to the Project:

No	Tasks	Date
1.	Tenders Advertised / Invited	06/12/2022
2.	Tenders Closed	16/03/2022
3.	Delegate Approval	07/04/2022
4.	Award Contract	31/05/2022

### Funding

The total project budget for the design and construction of the Raising London Circuit is Schedule 2.2(a)(xii), this is based on the Territory's cost estimator's 2020 estimate for the design and construction on the design as at that date. This estimate does not include agency or Principal Authorised Persons costs.

## 4. PROBITY, DISCLOSURE OF CONFLICTS OF INTEREST & CONFIDENTIALITY

All members of the Tender Evaluation Team (TET) and all Tender Evaluation Support Team have been asked to disclose any conflict of interest or association they might have with the Tenderers for the Project. No conflicts were noted however, it was noted that a number of the TET interact with the Tenderers as part of normal business-as-usual relationships in their professional roles and the Deputy Chair disclosed the potential for future involvement of extended family in downstream supply chain arrangements, however, Sparke Helmore confirmed that this was not considered to be material to the evaluation.

All documents and proceedings of the Tender Evaluation Team have been treated as confidential.

## 5. PROBITY AUDITOR/ADVISOR (DELETE IF NOT APPLICABLE)

A Probity Auditor/Advisor, Sparke Helmore, was engaged to provide ad hoc probity advice and attend industry briefings, interactive tenderer workshops and all Tender Evaluation Team panel meetings. A probity report has been appended to this report and can be found at [Attachment D](#).

## 6. TENDERS RECEIVED

Three Tenderers were shortlisted during the Request for Expression of Interest Evaluation finalised in November 2021. **Schedule 2.2(a)(ii)** formally notified the Territory on 21 January 2022 of their withdrawal from the Request for Tender process due their current workload and resourcing constraints.

The following tenders were received.

No	Company	Amount
1	ABERGELDIE CONTRACTORS PTY LTD	<b>Schedule 2.2(a)(xi)</b>
2	<b>Schedule 2.2(a)(xi)</b>	<b>Schedule 2.2(a)(xi)</b>

A summary of the risk adjusted pricing is included in the Detailed Assessment at Attachment B.

No tender responses were received late.

These were registered in the following objective link:  
<https://objective.act.gov.au/#/documents/fA11763294>.

### Conformity of Tenders/ Compliance

Upon receipt, the tenders were subject to an initial conformity and compliance check. Both tender responses were found to meet the threshold criteria as defined with the RFT. A detailed report on conformity / compliance issues is provided in Attachment-A- 'Conformity of Tenders Schedule.

## 7. EVALUATION

The TET comprised of the members set out in paragraph 2.2 of the endorsed Evaluation Plan (Attachment D). Responses were evaluated in accordance with the endorsed Evaluation Plan and Procurement Plan Minutes. Each response was assessed by the chairperson and members of the TET with specialist advisors, which comprised of:

Name	Position	Directorate
David Doctor	Chair	MPC
Adrian Piani	Deputy Chair	MPC
Ken Marshall	Member	TCCS
Craig Gilman	Member	CRA
Hamish Stephens	Member	CMTEDD

The TET drew on specialist advice (observer group) to assist in the evaluation process, which comprised of:

Position	Name	Organisation
Probity Advisor	<b>Schedule 2.2(a)(ii)</b>	Sparke Helmore

Tender Evaluation Report – 58206.RFT.002 – Raising London Circuit

Position	Name	Organisation
Probity Advisor	Schedule 2.2(a)(ii)	Sparke Helmore
Probity Advisors	Schedule 2.2(a)(ii)	Sparke Helmore
Legal Advisor	Schedule 2.2(a)(ii)	Clayton Utz
Technical Advisor	Schedule 2.2(a)(ii)	AECOM
Commercial Advisor	Schedule 2.2(a)(ii)	PwC
Observer	Marcus Sainsbury	MPC
Observer	Angela Jeppesen	MPC
Observer	Earl Alcon	MPC
Observer	Katherine Preece	MPC
Observer	Katherine Hawkins	MPC
Observer	Michael Whitehouse	MPC
Observer	Kris Johnston	MPC
Transaction support	Robyn Wallace	MPC
Transaction support	Sarah Kelly	MPC

The TET met on 23, 25 and 28 March 2022 and Tenders were evaluated in accordance with the endorsed Procurement Plan Minute, including applicable procurement guidelines. On 25 March 2022, the Tenderers each provided a presentation to the TET providing clarification on keys areas of the Tender submission for the TET to better understand the tendered solution with written clarification responses also provided by the Tenderers on 25 March 2022 by Schedule 2.2(a)(xi) and 28 and 29 March 2022 by Abergeldie Contractors. The clarifications sought from both Tenderers related principally to Weighted Criteria 1 (WC1) and their responses to returnables schedules 7B on program and 7C on methodology with additional written clarifications on initial pricing questions also. Each Tender was assessed against the Weighted Criteria 1, 2, 3, 4 and 5 with a summary of weighted scores provided below:



Tender Evaluation Report – 58206.RFT.002 – Raising London Circuit

Tenderer	WC1 Demonstration that the Project will be successfully delivered within the timeframes contemplated in section 2.4.3	WC2 Demonstrated understanding of the Project requirements, including the specification, Contract and approval requirements and key Project considerations	WC3 Demonstrated technical and managerial skills experience and resourcing of the proposed project team, including key people, back up personnel and sub consultants to deliver this Project, on time and on budget.	WC4 Demonstrated workplace health and safety systems The Tenderer must provide a response to each of the two parts that form this weighted assessable criterion by providing an update to the information provided in the EOJ Response.	WC5 Secure Local Jobs Code – Labour Relations, Training and Workplace Equity Plan Local Industry Participation Draft Implementation Plan	Weighted Score	Rank
Tenderer 1	■	■	■	■	■	■	■
Tenderer 2	■	■	■	■	■	■	■

Low Risk
  Medium Risk
  High Risk

Following assessment of all Tenders against the weighted criteria, Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

[REDACTED] The TET conclude that the financial responses were found to be competitive and within the Territory’s approved budget Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

[REDACTED] It was noted that the Abergeldie tender provided value for money Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

[REDACTED]

The TET noted that the Abergeldie tendered contract amount of Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

[REDACTED] determined based on a quantitative risk assessment carried out by the Territory’s Commercial Advisor (PwC) was also within the approved project budget.

The experience, capability and resourcing proposed by Abergeldie, Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii) was considered by the TET to be commensurate with the proposed approach to program, construction methodology, environmental management and the management of safety reflected in Abergeldie’s tender. Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

[REDACTED]

A summary of the TET assessment is provided within the accompanying evaluation worksheet at Attachment B.

**8. DEBRIEFING OF UNSUCCESSFUL TENDERERS**

A Letter will be sent to the unsuccessful tenderer, following the appointment of the successful tenderer, and will include:

- appreciation for submitting an offer, registration or pre-qualification information;
- regret that they were unsuccessful on this occasion;
- advice of public notification on the ‘[Contracts Register](https://tenders.act.gov.au/ets/home.do)’ which is available from the TendersACT Website at <https://tenders.act.gov.au/ets/home.do>;
- an offer to debrief; and
- the encouragement to submit offers in the future.

**Work Health & Safety**

No	Description	Yes/No
1.	Tenders have been checked against the WHS Active Certification Policy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Tenders have been assessed in accordance with the RFT against the agreed WHS assessment criteria, including the tenderers’ past WHS performance.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.	Tenders project specific WHS Management Plans have been assessed and are suitable for this project.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**9. RECOMMENDATION**

The Tender Evaluation Team (TET) recommends that Abergeldie Contractors Pty Ltd be nominated as the preferred Tenderer, and that Light Rail Technical EBM (Chairperson of the TET) be authorised to enter into and lead contract negotiations on the basis of negotiating the issues identified in the Detailed Assessment at Attachment B:

Schedule 2.2(a)(ii)

[Redacted Signature]

Chairperson  
31/03/2022

Schedule 2.2(a)(ii)

Member - Hamish Stephens  
31/03/2022

Schedule 2.2(a)(ii)

[Redacted Signature]

Deputy Chair  
31 / 3 /2022

Schedule 2.2(a)(ii)

Member - Ken Marshall  
31/03 /2022

Schedule 2.2(a)(ii)

[Redacted Signature]

Member  
/ /2022

**10. DELEGATE APPROVAL**

**Recommendation**

Tender Evaluation Team recommendation:

**Approved** /  **Not Approved** /  **Requires Clarification.**

The Tender Evaluation Team is authorised to:

1.	Enter into contract negotiations with the preferred Tenderer within the parameters outlined in their recommendation.	<input type="checkbox"/>
2.	Arrange for a contract to be prepared between the Territory and the preferred Tenderer, provided the outcomes of the contract negotiations are successful as outlined in the TET’s recommendation.	<input type="checkbox"/>

**OR**

	Report the outcomes of the contract negotiation back to me for approval prior to arranging for a contract to be prepared between the Territory and the preferred Tenderer.	<input checked="" type="checkbox"/>
3.	Arrange public announcement (as applicable) following contract execution.	<input type="checkbox"/>
4.	Provide a debriefing to unsuccessful Tenderers following contract execution.	<input type="checkbox"/>

**Schedule 2.2(a)(ii)**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

**Report on Contract Negotiations and Subsequent Recommendation**

(To be completed if required by delegate)

Item No	Negotiated issue	Outcome achieved	Impact of de-scoping
1.			
2.			
3.			
4.			

Following successful contract negotiations as outlined, the Tender Evaluation Team recommends the acceptance of the tender submitted by Abergeldie Contractors Pty Ltd at a total cost of \$XX,XXX (GST is excluded) as this tender represents the best value for money.

\_\_\_\_\_  
Chairperson  
/ /20

\_\_\_\_\_  
Deputy Chair  
/ /20

\_\_\_\_\_  
Member  
/ /20

\_\_\_\_\_  
Member  
/ /20

\_\_\_\_\_  
Member  
/ /20

**Delegate Approval Following Contract Negotiations**

Tender Evaluation Team recommendation:

Approved /  Not Approved /  Requires Clarification.

The Tender Evaluation Team is authorised to:

- arrange for a contract to be prepared between the Territory and the preferred Tenderer;
- arrange public announcement (as applicable); and
- provide a debriefing to unsuccessful Tenderers.

**Contract Execution Request**

I have the properly delegated authority from the Director General of Major Projects Canberra with regard to the above approved procurement expenditure to authorize an officer of Infrastructure Delivery Partners, to sign, as may be required to effect the delivery of the Project, the following documents:

1.	Letter of Acceptance / Intent	<input type="checkbox"/>
2.	Contract / Deed of Agreement	<input type="checkbox"/>
3.	Variation of Contract / Deed of Agreement	<input type="checkbox"/>
4.	Related Document	<input type="checkbox"/>

I also have the properly delegated authority from the Director General of Major Projects Canberra with regard to the above approved procurement to expend \$XX,XXX per Work Health and Safety Audit in accordance with the Active Certification Policy on the Major Projects Canberra website <https://www.act.gov.au/majorprojectscanberra/procurement/whs-active-certification>.

There is also up to \$XX,XXX.XX in the project budget to undertake an Industrial Relations and Compliance Audit if necessary.

Tender Evaluation Report – 58206.RFT.002 – Raising London Circuit

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / 20 \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

**11. DIRECTOR GENERAL APPROVAL FOR CONFIDENTIAL TEXT**

As part of the Tender process, Abergeldie Contractors Pty Ltd has requested under section 34 (1) (a) and (b) (use as applicable) of the *Government Procurement Act 2001* (GPA) that selected contents of their tender including provide details of information to be kept confidential.

In accordance with section 35(1) of the GPA, the responsible Territory entity must not agree to any part of the contract being confidential text, unless satisfied that –

(a) *the disclosure of the text would –*

- i. *be an unreasonable disclosure of personal information about a person; or*
- ii. *disclose a trade secret; or*
- iii. *disclose information (other than a trade secret) having a commercial value that would be, or could reasonably be expected to be, destroyed or diminished if the information were disclosed; or*
- iv. *be an unreasonable disclosure of information about the business affairs of a person;*
- v. *disclose information that may put public safety or the security of the Territory at risk; or*
- vi. *disclose information prescribed by regulation for this section; or*

(b) *a requirement imposed under law requires a party to the contract to keep the text confidential*

then the Confidentiality request may be granted.

Major Projects Canberra is satisfied that the exemption is allowable in accordance with the provisions of the legislation. Therefore, it is recommended that you agree to the request from Abergeldie Contractors Pty Ltd to omit from the public text of the proposed contract the confidential text as contained in their tender response and treat this as confidential text in accordance with section 35 of the GPA.

**\*NOTE:** The confidential text version of the contract will include all information pertaining to the Agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ 2022

Name: \_\_\_\_\_

Position: \_\_\_\_\_ Director-General

***Attachment A - CONFORMITY OF TENDERS SCHEDULE***

# TENDER COMPLIANCE CHECKLIST

	TENDERER 1 ABERGELDIE CONTRACTORS	TENDERER 2 Schedule 2.2(a)(xi)
Tender submitted on Time	Compliant	Compliant
Electronic tender submitted in full, addresses all threshold criteria.	Compliant	Compliant
Completed and signed Tender Declaration by authorised person (Power of Attorney supplied if required)	Compliant	Compliant
Local Industry Participation Plan (LIPP)	Compliant	Compliant
Referee contact details have been included	Compliant	Compliant
Attended Compulsory Site Inspection and/or Briefing (if applicable)	Compliant	Compliant
ACN / ABN Check	Compliant	Compliant
Tenderer does not appear on the non-compliance list on the Workplace Gender Equality Act website	Compliant	Compliant
Supporting Financial Information provided (if necessary)	Compliant	Compliant
Bid conforms with requested format scope and specifications in RFT	Compliant	Compliant
Mandatory Criteria have been addressed	Compliant	Compliant





	TENDERER 1 ABERGELDIE CONTRACTORS	TENDERER 2 Schedule 2.2(a)(xi)
Legal entity is clear and suitable for purposes of possible future contract	Compliant	Compliant
Comments	N/A	Need to review the Ethical Suppliers Declaration – section 9, 12A, 13A, and 14A and determine and assess the risk.

THRESHOLD CONFORMANCE CRITERIA		TENDERER 1 ABERGELDIE CONTRACTORS	TENDERER 2 Schedule 2.2(a)(xi)
TC1	Prequalification	Yes	Yes
TC2	Industrial Relations and Regional Contribution Part A – Secure Local Jobs Code Certificate Part B – Labour Relations, Training and Workplace Equity Plan Part C – Ethical Suppliers Declaration	Yes	Yes
TC3	Quality Management	Yes	Yes
WC1	Demonstration that the Project will be successfully delivered within the timeframes contemplated in section 2.4.3	Yes	Yes
WC2	Demonstrated understanding of the Project requirements, including the specification, Contract and approval requirements and key Project considerations	Yes	Yes



THRESHOLD CONFORMANCE CRITERIA		TENDERER 1 ABERGELDIE CONTRACTORS	TENDERER 2 Schedule 2.2(a)(ii)
WC3	Demonstrated technical and managerial skills, experience and resourcing of the proposed project team, including key people, back up personnel and sub consultants to deliver this Project, on time and on budget.	Yes	Yes
WC4	Demonstrated workplace health and safety systems	Yes	Yes
WC5	A. Secure Local Jobs Code – Labour Relations, Training and Workplace Equity Plan B. Local Industry Participation C. Draft Implementation Plan	Yes	Yes
NWC1	Financials	Yes	Yes
NWC2	Degree of compliance with the Territory’s preferred form of contract	Yes	Yes

Prepared by:

X Schedule 2.2(a)(ii)

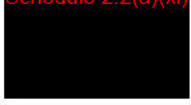
Sarah Kelley  
Transaction Manager

Approved by:



Schedule 2.2(a)(xi)

X



David Doctor  
Evaluation Panel Chair



***Attachment B – DETAILED ASSESSMENT***

Weighted Assessment Criteria		Abergeldie Contractors Pty Ltd	Schedule 2.2(a)(xi)
WC1	<p>Demonstration that the Project will be successfully delivered within the timeframes contemplated in section 2.4.3, including:</p> <ul style="list-style-type: none"> <li>a) Provide a detailed tender program for the Project, incorporating the requirements of clause 22.2 of the Contract;</li> <li>b) Describe critical activities and methods of achieving Completion of the Works and each Milestone by the relevant Contractual Completion Date;</li> <li>c) Demonstrate a clear understanding of the specific staging of construction, approvals, utilities services and traffic management required to complete the Works by the relevant Contractual Completion Date;</li> <li>d) Concept methodology for completion of the Works as well as understanding of the construction processes including demolition, temporary works, services location, construction staging, construction under heavy traffic, temporary traffic management, traffic switches and night/weekend works; and</li> <li>e) Outline the key risks to achieving Completion of the Works and each Milestone by the relevant Contractual Completion Date, including but not limited to a discussion on impacts of and mitigation associated with COVID-19.</li> </ul> <p><i>Note: Previous performance information held by the Territory may also be considered (if available) and the assessment will include consideration of any other significant risks associated with the delivery of this Project.</i></p>	<p>Schedule 2.2(a)(xi)</p> <p>[Redacted]</p>	<p>Schedule 2.2(a)(xi)</p> <p>[Redacted]</p>
25%			





Weighted Assessment Criteria		Abergeldie Contractors Pty Ltd	Schedule 2.2(a)(xi)
		Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)
<b>SCORE</b>			



Weighted Assessment Criteria		Abergeldie Contractors Pty Ltd	Schedule 2.2(a)(xi)
WC2	Demonstrated understanding of the Project requirements, including the specification, Contract and approval requirements and key Project considerations, including having regard to:	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)
25%	<ul style="list-style-type: none"> <li>a) A succinct appreciation of the task, potential project specific risks and how the risks will be managed during the Project;</li> <li>b) Stakeholder management with specific responses outlining your understanding of the methodology and risk management associated with impacted parties both private and public, including liaison with adjacent projects and adjacent community;</li> <li>c) Demonstrated understanding of and approach to achieving the Principal's Digital Requirements for the Project;</li> <li>d) Demonstrated understanding of and approach to achieving the Project environment and sustainability requirements; and</li> <li>e) Opportunities for improved sustainability through the construction processes that may be implemented on this Project.</li> </ul>	[Redacted]	[Redacted]

Weighted Assessment Criteria		Abergeldie Contractors Pty Ltd	Schedule 2.2(a)(xi)
		Schedule 2.2(a)(xi) [Redacted]	Schedule 2.2(a)(xi) [Redacted]
		[Redacted]	[Redacted]
		[Redacted]	[Redacted]
		[Redacted]	[Redacted]
		[Redacted]	[Redacted]
		[Redacted]	[Redacted]
		[Redacted]	[Redacted]
		[Redacted]	[Redacted]

Weighted Assessment Criteria		Abergeldie Contractors Pty Ltd	Schedule 2.2(a)(xi)
		Schedule 2.2(a)(xi) [Redacted]	
<b>SCORE</b>			

Weighted Assessment Criteria		Abergeldie Contractors Pty Ltd	Schedule 2.2(a)(xi)
WC3	Demonstrated technical and managerial skills, experience and resourcing of the proposed project team, including key people, back up personnel and sub consultants to deliver this Project, on time and on budget.	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)
20%		[Redacted]	[Redacted]
		[Redacted]	[Redacted]
		[Redacted]	[Redacted]
		[Redacted]	[Redacted]
		[Redacted]	[Redacted]
		[Redacted]	[Redacted]



Weighted Assessment Criteria		Abergeldie Contractors Pty Ltd	Schedule 2.2(a)(xi)
			Schedule 2.2(a)(xi) [Redacted]
<b>SCORE</b>			

Weighted Assessment Criteria		Abergeldie Contractors Pty Ltd	Schedule 2.2(a)(xi)
WC4	<p>Demonstrated workplace health and safety systems The Tenderer must provide a response to each of the two parts that form this weighted assessable criterion by providing an update to the information provided in the EOI Response. Each part is separately scored at 50% of the total weighting for this Weighted Assessment Criterion.</p> <p>15%</p> <p>a) Regulatory compliance The Tenderer must identify and explain their response to all notices, enforceable undertakings, prosecutions, WorkSafe ACT (or equivalent State Regulator) actions issued since the EOI Response; and whether the Regulator has issued any comments to the Tenderer.</p> <p>b) Implementation of a WHS site management system The Tenderer must demonstrate that their internal personnel have experience in implementing a WHS site management system, and that they have implemented a relevant WHS site management by providing an updated draft WHS Management Plan showing any changes from the plan submitted with the EOI Response in tracked changes and reflecting the requirements of the Contract (including the Principal's Documents).</p>	<p>Schedule 2.2(a)(xi)</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>Schedule 2.2(a)(xi)</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
SCORE			

	Weighted Assessment Criteria	Abergeldie Contractors Pty Ltd	Schedule 2.2(a)(xi)
<p>WC5</p> <p>15%</p>	<p><b>a) Secure Local Jobs Code – Labour Relations, Training and Workplace Equity Plan</b>  The Tenderer must complete and submit an updated Labour Relations, Training and Workplace Equity Plan (LRTWEP) by showing any changes from the plan submitted with the EOI Response in tracked changes. The plan must continue to be completed using the relevant template plan available at:  <a href="https://www.procurement.act.gov.au/supplying-to-act-government/securelocaljobs/resources">https://www.procurement.act.gov.au/supplying-to-act-government/securelocaljobs/resources</a>  The Territory will assess the extent to which the plan demonstrates how the business will support employment security, health and wellbeing, diversity, and career development for workers. The plan must have been developed in consultation with the business’s employees and include a statement about how this has been done.  For further information see:  <a href="https://www.procurement.act.gov.au/supplying-to-act-government/securelocaljobs">https://www.procurement.act.gov.au/supplying-to-act-government/securelocaljobs</a></p> <p><b>b) Local Industry Participation</b>  The Territory will assess the extent to which the Tenderer has demonstrated that it will ensure capable local businesses are given full, fair and reasonable opportunity to participate in the delivery of the Project.  The Tenderer must complete and submit an updated Local Industry Participation Plan (LIPP) showing any changes from the LIPP submitted with the EOI Response in tracked changes. The</p>	<p>Schedule 2.2(a)(xi)</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>Schedule 2.2(a)(xi)</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>



	<p>LIPP must continue to be included in the applicable LRTWE template referenced in Part A.</p> <p><b>c) Draft Implementation Plan</b></p> <p>With reference to the submitted LIPP &amp; LRTWEP above, The Tenderer must provide an updated draft Implementation Plan showing any changes from the plan submitted with the EOI Response in tracked changes. The Plan must demonstrate how the Tenderer will seek to deliver, through measurable targets to be included in the contract, the Government Procurement (Charter of Procurement Values) Direction 2020, diversity and social procurement outcomes for the Territory including but not limited to:</p> <ul style="list-style-type: none"> <li>• ACT Aboriginal and Torres Strait Islander Procurement Policy through providing opportunities for Aboriginal and Torres Strait Islander enterprises as subcontractors. Refer: <a href="https://www.procurement.act.gov.au/policy-and-resources/procurement-from-aboriginal-and-torres-strait-islander-organisations">https://www.procurement.act.gov.au/policy-and-resources/procurement-from-aboriginal-and-torres-strait-islander-organisations</a></li> <li>• Second Women's Action Plan through inclusion of women in the head contractor management and site team as well as in the subcontractor teams. Refer: <a href="https://www.communityservices.act.gov.au/women/womens-plan-2016-26/second-action-plan-2020-22">https://www.communityservices.act.gov.au/women/womens-plan-2016-26/second-action-plan-2020-22</a></li> <li>• Employment of culturally and linguistically diverse persons, disadvantaged persons, older and younger workers (people under 25 / over 55 years old), apprentices, cadets and graduates by the head contractor and subcontractors.</li> </ul>		
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Non-Weighted Assessment Criteria		Abergeldie Contractors Pty Ltd	Schedule 2.2(a)(xi)
		<p>Schedule 2.2(a)(xi)</p> <p>[Redacted content]</p>	









Total

Schedule 2.2(a)(xi)

Schedule 2.2(a)(xi)

Schedule 2.2(a)(xi)

**Commercial Advisor Notes:**

Schedule 2.2(a)(xi)

**Normalisation of quantities to Cost Consultant (T&T) quantities (extracted from the Commercial Advisor report)**

Each Tenderer submitted quantities different to the Cost Consultant estimates. To enable a like-for-like comparison, the quantities submitted by the Tenderers were “normalised” by the Commercial Advisor, meaning their submitted quantities were replaced with the BOQ as detailed in the following table. This was done for the purposes of comparison only and does not reflect the tendered amounts and should not be considered as an indicator of additional cost as the assumptions included by the Tenderers are reflective of their specific solutions.

Table 3: Normalised Contract Value (Unadjusted) - Based on Quantities

	T&T Cost Estimate	Schedule 2.2(a)(xi)	Percentage Difference T&T –	Abergeldie	Percentage Difference T&T – Abergeldie
			Schedule 2.2(a)(xi)		
<b>Summary table</b>					
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xii)	Schedule 2.2(a)(xi)				
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)				
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xii)			Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)			Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiv)			Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xv)			Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xvi)			Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xvii)			Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xviii)			Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xix)			Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xx)	Schedule 2.2(a)(xi)				

Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)					
Schedule 2.2(a)(xi) & Schedule 2.2(x)				Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi) & Schedule 2.2(x)				Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi) & Schedule 2.2(x)				Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi) & Schedule 2.2(x)				Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)				Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)					Schedule 2.2(a)(xi)	
<b>Sub-total (Incl. GST)</b>			Schedule 2.2(a)(xi)			
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)					
<b>Total incl. Contractor's Risk and Contingency</b>				Schedule 2.2(a)(xi)		

Table 9: Reconciliation of Submitted and Normalised Values

	<b>Schedule 2.2(a)(xi)</b>	<b>Abergeldie</b>
<b>Summary table</b>		
<b>Total incl. Contractor's Risk and Contingency (as submitted)</b>	<b>Schedule 2.2(a)(xi)</b>	
Schedule 2.2(a)(xi) & Schedule 2.2(x)	Schedule 2.2(a)(xi)	
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	
Schedule 2.2(a)(xi) & Schedule 2.2(x)	Schedule 2.2(a)(xi)	
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	
Schedule 2.2(a)(xi) & Schedule 2.2(x)	Schedule 2.2(a)(xi)	
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	
<b>Total Normalised Contract Value</b>		<b>Schedule 2.2(a)(xi)</b>

Schedule 2.2(a)(xi)

**Comparative assessment and Value for Money considerations**

Schedule 2.2(a)(xi)

**Affordability**

Both Tenders are within the Territory's approved budget envelope for these works [redacted] ex GST after design, EUW and utilities costs, noting that additional costs for non-contestable utilities, Territory project specific insurances etc are to be drawn from the [redacted]. Both Tendered prices are less than the independent cost assessment undertaken by the Cost Consultant on behalf of the Territory, being [redacted] (including contractor contingency). The Cost Consultant estimate was based on quantities prepared by the Territory's Technical Advisor and Designer (AECOM) based on the interim FSP design provided to Tenderers for pricing.

**Quantitative Risk Assessment (QRA)**

The Territory's Commercial Advisor was also instructed to develop a QRA for the purposes of developing an appropriate Territory contingency amount for the Territory's retained risk which may have a cost or delay impact to the project. The Commercial Advisor ran Monte Carlo simulations to calculate a range of potential financial outcomes. The retained risk estimate at P50 and P90 are set out below.

Table 4: P50 Retained Risk

**Summary table**

[redacted]  
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)  
Schedule 2.2(a)(xi)  
Schedule 2.2(a)(vi) & Schedule 2.2(a)(vii)  
Schedule 2.2(a)(xi) & Schedule 2.2(a)(xii)

**T&T Cost Estimate**

[redacted]  
Schedule 2.2(a)(xi)  
Schedule 2.2(a)(xi)  
Schedule 2.2(a)(xi)  
Schedule 2.2(a)(xi)

**Schedule 2.2(a)(xi)**

[redacted]

**Abergeldie**

[redacted]



	Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)	
		Schedule 2.2(a)(xiii)
<b>Total</b>		Schedule 2.2(a)(xiii)

**Retained risk contingency**

It is noted that the risk adjusted pricing for both Tenders, including the P90 amount for retained risk Schedule 2.2(a)(xiii) remains within the Territory’s over all approved budget.

**Contract negotiation envelope**

It is noted that the risk adjusted pricing included for each Tenderer reflects an initial assessment by the Technical Advisor in respect only of the Schedule 12 pricing assumptions and exclusions submitted by the Tenderers and having regard to the clarification responses received. It is recommended that a Schedule 2 negotiation envelope is sought to allow for movement in price during contract negotiations and finalisation with the preferred Tenderer. Noting that the risk adjusted price and Schedule 2 negotiation envelope remains within the Territory’s overall approved budget.

**Design change post contract**

The QRA includes a quantitative risk adjustment for anticipated design changes arising out of the NCA Works Approval (WA) conditions and process for seeking WA amendment, anticipated to be post contract award. Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

Non-Weighted Assessment Criteria		Abergeldie Contractors Pty Ltd	Schedule 2.2(a)(xi)
<b>NWC2</b>	Degree of compliance with the Territory's preferred form of contract The extent to which the Tenderer complies with the Contract issued with the RFT, and the level of risk, assessed by the Territory, relating to any qualifications proposed by the Tenderer and the negotiation of any changes to the Contract acceptable to the Territory.	Schedule 2.2(a)(xi) [Redacted]	Schedule 2.2(a)(xi) [Redacted]

**OVERALL ASSESSMENT (s3.3.5 of the Evaluation Plan)**

Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)  
[Redacted]

Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)  
[Redacted]

Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



### Evaluation Response Risk Rating Table

Descriptor	Sample Commentary	Rating
Superior	Highly convincing and credible. Response demonstrates superior capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. Comprehensively documented with all claims fully substantiated. Low risk.	10
Outstanding	Highly convincing and credible. Response demonstrates outstanding capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. Documentation provides complete details. All claims adequately demonstrated and substantiated. Low risk.	9
Excellent	Response complies, is convincing and credible. Response demonstrates excellent capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. Some minor lack of substantiation but the Tenderer's overall claim is supported. Low risk.	8
Very Good	Response complies, is convincing and credible. Response demonstrates very good capability, capacity and experience, relevant to, or understanding of, the requirements of the Evaluation Criterion. Minor uncertainties and shortcomings in the Tenderer's claims or documentation. Low risk.	7
Good	Response complies and is credible but not completely convincing. Response demonstrates adequate capability, capacity and experience, relevant to, or understanding of, the requirements of the Evaluation Criterion. Tenderer's claims have some gaps. Low risk.	6
Adequate	Response has minor omissions. Credible but barely convincing. Response demonstrates only a marginal capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. Medium risk.	5
Reservations	Barely convincing. Response has shortcomings and deficiencies in demonstrating the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. Medium risk.	4
Poor	Unconvincing. Response has significant flaws in demonstrating the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. High risk.	3
Very Poor	Unconvincing. Response is significantly flawed and fundamental details are lacking. Minimal information has been provided to demonstrate the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. High risk.	2
Inadequate	Response is totally unconvincing and requirements have not been met. Response has inadequate information to demonstrate the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. High risk.	1
Not Acceptable	Tenderer was not evaluated as it did not provide any requested information and/or contravened nominated restrictions. Extreme risk.	0

# Major Projects Canberra

**Raising London Circuit RFT  
Schedule 12 – Pricing Schedule Assessment**

March 2022

# Disclaimer

This report is not intended to be read or used by anyone other than Major Projects Canberra (MPC).

We prepared this report solely for MPC's use and benefit in accordance with and for the purpose set out in the Construction Related Consultancy Agreement dated 10 June 2021. In doing so, we acted exclusively for MPC and considered no-one else's interests.

We accept no responsibility, duty, or liability:

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# Contents

Disclaimer	i
1 Executive Summary	3
2 Introduction	8
3 Approach	9
4 Schedule 12 – Pricing Schedule Analysis	10
Appendix A – Pricing Clarifications	18

# 1 Executive Summary

## 1.1 Introduction and Approach

Raising London Circuit (RLC) Main Works (Project) involves the construction of a series of works to raise the southern portion of London Circuit, so that London Circuit and Commonwealth Avenue are at-grade, and a signalised intersection of London Circuit and Commonwealth Avenue is installed.

RLC Main Works is an enabling road project for the delivery of Light Rail Stage 2, City to Woden. Light Rail Stage 2 will connect with Stage 1 to create a public transport spine connecting Canberra's north and south. Light Rail Stage 2 will improve access to public transport for existing and new residential and commercial activity in the city centre, Canberra's lakefront and along the corridor to Woden. This will underpin Canberra's modern and integrated public transport network which connects major residential areas, employment zones, social centres, and cultural hubs across the city.

The Request for Tender (RFT) for the RLC Project was issued by Major Projects Canberra (MPC) on 6 December 2021 and made available to the following Tenderers:

- Schedule 2.2(a)(xi) [Redacted]
- Schedule 2.2(a)(xi) [Redacted]
- Abergeldie Complex Infrastructure (Abergeldie).

On 16 March 2022, responses were received from Schedule 2.2(a)(xi) and Abergeldie.

This Schedule 12 Assessment report (Report) has been prepared by PwC in our capacity as commercial advisor to MPC, in accordance with the Raising London Circuit – Main Works Procurement RFT Evaluation Plan (November 2021, file RFT Evaluation Plan.docx).

## 1.2 Overall Price Comparison

The table below sets out the Contract Value by key cost category and in total, as submitted by each Tenderer in their completed BOQs provided with their Tenders. The Contract Values presented reflect the rates and quantities as submitted by the Tenderers. The table also presents a comparison to the T&T Cost Estimate, and between the Tenderers.

Schedule 2.2(a)(xi) [Redacted]

Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii) [Redacted]

The table presents both the total Contract Value (Unadjusted), which is the amount as bid by each Tenderer and the total Contract Value (Adjusted) which includes certain adjustments identified by MPC to reflect items not included by the Tenderers or subject to assumptions and exclusions.

Table 1: Contract Value comparison - Nominal

	T&T Cost Estimate	Schedule 2.2(a)(xi)	Percentage (%) Difference Schedule 2.2(a)(xi) - T&T	Abergeldie <sup>1</sup>	Percentage (%) Difference Abergeldie - T&T	Abergeldie - Schedule 2.2(a)(xi)	Percentage (%) Difference Abergeldie - Schedule 2.2(a)(xi)
Preliminaries	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
General	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Roadworks	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Underground Services	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Pavements	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Concrete Works	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Segmental Paving	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Incidental Works	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

	T&T Cost Estimate	Canberra Contractors	Percentage (%) Difference Canberra Contractors – T&T	Abergeldie <sup>1</sup>	Percentage (%) Difference Abergeldie – T&T	Abergeldie - Canberra Contractors	Percentage (%) Difference Abergeldie - Canberra Contractors
Landscape	Schedule 2.2(a)(ii)						
Pavement Marking	Schedule 2.2(a)(ii)						
Streetlighting	Schedule 2.2(a)(ii)						
Traffic Signals	Schedule 2.2(a)(ii)						
Road Signs	Schedule 2.2(a)(ii)						
Safety Barriers	Schedule 2.2(a)(ii)						
Vernon Circle Signals Package	Schedule 2.2(a)(ii)						
Abergeldie's submission on the Vernon Circle BOQ				Schedule 2.2(a)(ii)			
<b>Sub-total (Incl. GST)</b>	Schedule 2.2(a)(ii)						
Contractors Risk and Contingency	Schedule 2.2(a)(ii)						
<b>Contract Value (Unadjusted) incl. Contractor's Risk and Contingency</b>	Schedule 2.2(a)(ii)						
<b>Adjustments</b>							
Margin on Provisional Sum <sup>8</sup>	Schedule 2.2(a)(ii)						
Adjustment for Assumptions and Exclusions <sup>9</sup>	Schedule 2.2(a)(ii)						
<b>Contract Value (Adjusted)</b>	Schedule 2.2(a)(ii)						

**Notes:**

Schedule 2.2(a)(xi)

[Redacted content]

**1.2.1 Normalised Price Comparison**

The Tenderers submitted quantities are different to the T&T Cost Estimate quantities for some pay items. To enable a like-for-like comparison, the quantities submitted by the Tenderers were "normalised", meaning their submitted quantities were replaced by the BOQ quantities, as provided to them in the RFT, with the resulting price set out in the table below. This table sets out a comparison of Normalised Contract Value (Unadjusted) for each Tenderer against the T&T Cost Estimate for each cost category and in total.

Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

[Redacted]

[Redacted]

[Redacted]

Table 2: Normalised Contract Value (Unadjusted) - Based on Quantities - Nominal

	T&T Cost Estimate	Schedule 2.2(a)(xi)	Percentage (%) Difference Schedule 2.2(a)(xi) - I&I	Abergeldie	Percentage (%) Difference Abergeldie - T&T
Preliminaries	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
General	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Roadworks	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Underground Services	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Pavements	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Concrete Works	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Segmental Paving	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Incidental Works	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Landscape	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Pavement Marking	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Streetlighting	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Traffic Signals	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Road Signs	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Safety Barriers	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Vernon Circle Signals Package	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Abergeldie's submission on the Vernon Circle BOQ		[Redacted]		Schedule 2.2(a)(xi)	[Redacted]
<b>Sub-total (Incl. GST)</b>	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Contractors Risk and Contingency	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<b>Total incl. Contractor's Risk and Contingency</b>	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	[Redacted]	[Redacted]

### 1.3 Clarifications

Schedule 2.2(a)(xi)

Schedule 2.2(a)(xi)

## 1.4 Adjustments to Tenderer bids

### Adjustments for Assumptions and Exclusions

Schedule 2.2(a)(xi)

Schedule 2.2(a)(xi)

Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

- █

- █

Schedule 2.2(a)(xi)

## 1.5 Key Observations

Key observations have been made in considering nominal costs, quantities, and rates differences, noting that both Tendered prices are lower than the T&T Cost Estimate.

### Nominal Costs

Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)



**Quantities**

Schedule 2.2(a)(xi)

**Rates**

Schedule 2.2(a)(xi)

**1.6 MPC Retained Risk**

MPC conducted a number of risk workshops to identify the retained risks which may arise on the Project. The retained risks identified are independent of the Tenderers’ submissions and reflect the risks that would be the responsibility of the Territory regardless of the Tenderer selected. The risk register produced identifies the retained risks which may have a cost or delay impact to the Project, along with the risk rating. Based on assumptions provided by MPC on the likely cost and delay impacts, Monte Carlo simulations were undertaken to calculate a range of potential financial outcomes to be included as contingency for the Project.

The table below sets out the P50 and P90 risk contingency estimates and, adds these to Schedule 2.2(a)(xi) and Abergeldie’s total Contract Value (Adjusted) and the T&T Cost Estimate.

Table 4: P50 Retained Risk

Summary table	T&T Cost Estimate	Schedule 2.2(a)(xi)	Abergeldie
Contract Value (Adjusted)	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	
P50 Risk	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	
Total (Risk Adjusted)	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	
P50 Risk as a Percentage of Contract Value (Adjusted)	Schedule 2.2	Schedule 2.2(a)(xi)	

Table 4: P90 Retained Risk

Summary table	T&T Cost Estimate	Schedule 2.2(a)(xi)	Abergeldie
Contract Value (Adjusted)	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	
P90 Risk	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	
Total (Risk Adjusted)	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	
P90 Risk as a Percentage of Contract Value (Adjusted)	Schedule 2.2	Schedule 2.2(a)(xi)	

The key risks are detailed in section 4.7 of this Report.

# 2 Introduction

## 2.1 Background and context

The Territory wishes to improve connectivity for the southern end of the City Hill precinct by raising London Circuit to form an at-grade intersection with Commonwealth Avenue. The result will be a signalised at-grade intersection with Commonwealth Avenue that improves safety and connectivity for pedestrians, cyclists and cars, allowing people to move more easily.

The Raising London Circuit (RLC) Main Works (Project) involves the construction of a series of works to raise the southern portion of London Circuit, so that London Circuit and Commonwealth Avenue are at-grade, and a signalised intersection of London Circuit and Commonwealth Avenue is installed.

RLC Main Works is an enabling road project for the delivery of Light Rail Stage 2, City to Woden. Light Rail Stage 2 will connect with Stage 1 to create a public transport spine connecting Canberra's north and south. Light Rail Stage 2 will improve access to public transport for existing and new residential and commercial activity in the city centre, Canberra's lakefront and along the corridor to Woden. This will underpin Canberra's modern and integrated public transport network which connects major residential areas, employment zones, social centres, and cultural hubs across the city.

## 2.2 Request for Tender

The Request for Tender (RFT) for the RLC Project was issued by Major Projects Canberra (MPC) on 6 December 2021 and made available to the following Tenderers:

Schedule 2.2(a)(x)  
[Redacted]  
[Redacted]

- Abergeldie Complex Infrastructure (Abergeldie).

On 16 March 2022, responses were received from Schedule 2.2(a)(xi) and Abergeldie.

## 2.3 Scope of this Report

This Schedule 12 Assessment report (Report) has been prepared by PwC in our capacity as commercial advisor to MPC, and in accordance with the Raising London Circuit – Main Works Procurement RFT Evaluation Plan (November 2021, file: RFT Evaluation Plan.docx).

This Report considers the following Assessment Criterion and Returnable Schedule of each Tenderer's submission.

Table 5: Assessment Criteria

No.	Non-Weighted Assessment Criteria (NWC)	Returnable Schedule
NWC 1	<b>Financial</b> The Territory will assess the tendered Contract Price and the tendered rates and prices for the purposes of valuations under the Contract.	Schedule 12 – Pricing Schedule

Note: The assessment may include analysis of the rates in the Pricing Schedule, affordability, sensitivity analysis of costs involving the extension of provisional quantities and/or potential variations, risk adjustment, including having regard to any changes proposed to the Contract by the Territory and the Tenderer's delivery methodology, program, resourcing, payment milestones and security.

This Report is an evaluation of Non-Weighted Assessment Criterion 1 only and does not include consideration of any other Returnable Schedules or Assessment Criteria.

# 3 Approach

## 3.1 Approach

Returnable Schedule 12 - Pricing Schedule set out the Bill of Quantities (BOQ) for each item of work in the proposed scope. The Tenderers completed the rates (including GST) and in some instances adjusted the quantity for each pay item.

This Report has considered the BOQs submitted, including the quantities, rates and total contract value (Contract Value) proposed by each Tenderer and compared these to the cost estimate prepared by Turner and Townsend dated 3 March 2022 (T&T Cost Estimate). In undertaking the assessment, the following steps were followed:

1. A review was conducted to identify:
  - Any differences in quantities submitted by the Tenderers when compared to the BOQ
  - Differences in rates submitted by the Tenderers as compared to the T&T rates, and between each other
2. Where required, clarifications were raised with the Tenderers to clarify any areas of ambiguity
3. The overall Contract Value (Unadjusted) for each Tenderer was compared to the T&T Cost Estimate and between the two Tenderers
4. The overall Contract Value (Adjusted) for each Tenderer was compared to the T&T Cost Estimate and between the two Tenderers, with adjustments provided by MPC.

This Report comprises a review and assessment of each Tenderer's proposal against the BOQ for both the main package and Vernon Circle. [Schedule 2.2\(a\)\(xi\)](#)

This Report will be considered by the Evaluation Team who will independently evaluate each Tender against the evaluation criteria included in the Raising London Circuit – Main Works Procurement RFT Evaluation Plan.

## 3.2 Limitations

- [Schedule 2.2\(a\)\(xi\)](#)
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

# 4 Schedule 12 – Pricing Schedule Analysis

## 4.1 Pricing

### 4.1.1 Summary of Tendered Pricing

The table below sets out the Contract Value by key cost category and in total, as submitted by each Tenderer in their completed BOQs provided with their Tenders. The Contract Values presented reflect the rates and quantities as submitted by the Tenderers. The table also presents a comparison to the T&T Cost Estimate, and between the Tenderers.

The Contract Value proposed by each Tenderer is significantly lower than the T&T Cost Estimate for the majority of cost categories, with percentage differences shown in the table below.

#### Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

The table presents both the total Contract Value (Unadjusted), which is the amount as bid by each Tenderer and the total Contract Value (Adjusted) which includes certain adjustments identified by MPC to reflect items not included by the Tenderers or subject to assumptions and exclusions.

Table 6: Contract Value comparison – Nominal

	T&T Cost Estimate	Schedule 2.2(a)(i)	Percentage (%) Difference Schedule 2.2(a)(i) - T&T	Abergeldie <sup>1</sup>	Percentage (%) Difference Abergeldie - T&T	Abergeldie - Schedule 2.2(a)(i)	Percentage (%) Difference Abergeldie - Schedule 2.2(a)(i)
Preliminaries	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
General	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Roadworks	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Underground Services	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Pavements	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Concrete Works	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Segmental Paving	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Incidental Works	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Landscape	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Pavement Marking	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Streetlighting	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Traffic Signals	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Road Signs	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Safety Barriers	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Vernon Circle Signals Package	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Abergeldie's submission on the Vernon Circle BOQ				Schedule 2.2(a)(i)			
<b>Sub-total (Incl. GST)</b>	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Contractors Risk and Contingency	Schedule 2.2(a)(iii)						
<b>Contract Value (Unadjusted) incl. Contractor's Risk and Contingency</b>	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
<b>Adjustments</b>							
Margin on Provisional Sum <sup>8</sup>	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
Adjustment for Assumptions and Exclusions <sup>9</sup>	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					
<b>Contract Value (Adjusted)</b>	Schedule 2.2(a)(iii)	Schedule 2.2(a)(iii)					

**Notes:**

Schedule 2.2(a)(xi)

[Redacted content]

**4.1.2 Normalised Tendered Pricing**

The Tenderers submitted quantities are different to the T&T Cost Estimate quantities for some pay items. To enable a like-for-like comparison, the quantities submitted by the Tenderers were “normalised”, meaning their submitted quantities were replaced by the BOQ quantities, as provided to them in the RFT, with the resulting price set out in the table below. This table sets out a comparison of Normalised Contract Value (Unadjusted) for each Tenderer against the T&T Cost Estimate for each cost category and in total.

Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

[Redacted content]

**Table 7: Normalised Contract Value - Based on Quantities – Nominal**

	T&T Cost Estimate	Schedule 2.2(a)(xi)	Percentage (%) Difference Schedule 2.2(a)(xi) - T&T	Abergeldie	Percentage (%) Difference Abergeldie - T&T
Preliminaries	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	
General	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	
Roadworks	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	
Underground Services	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	
Pavements	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	
Concrete Works	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	
Segmental Paving	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	
Incidental Works	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	
Landscape	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	
Pavement Marking	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	
Streetlighting	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	
Traffic Signals	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	

	T&T Cost Estimate	Schedule 2.2(a)(xi)	Percentage (%) Difference Schedule 2.2(a)(xi)	Abergeldie	Percentage (%) Difference Abergeldie - T&T
			-1&1		
Road Signs	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)		
Safety Barriers	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)		
Vernon Circle Signals Package	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi)				Schedule 2.2(a)(xi)	
Sub-total (Incl. GST)	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)		
Contractors Risk and Contingency	Schedule 2.2(a)(xiii)				
Total incl. Contractor's Risk and Contingency	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)		

Table 9 below highlights the difference between the Tenderer Contract Values (Unadjusted) and the normalised amounts.  
 Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

[Redacted content]

Schedule 2.2(a)(xiii)

[Redacted content]

Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

[Redacted content]

Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

[Redacted content]

Table 9: Reconciliation of Submitted and Normalised Values

	Schedule 2.2(a)(xi)	Abergeldie
Total incl. Contractor's Risk and Contingency (as submitted)	Schedule 2.2(a)(xi)	
Roadworks	Schedule 2.2(a)(xi)	
Underground Services	Schedule 2.2(a)(xi)	
Pavements	Schedule 2.2(a)(xi)	
Concrete Works	Schedule 2.2(a)(xi)	
Incidental Works	Schedule 2.2(a)(xi)	
Traffic Signals	Schedule 2.2(a)(xi)	
Pavement Marking	Schedule 2.2(a)(xi)	
Total Normalised Contract Value	Schedule 2.2(a)(xi)	

## 4.2 Clarifications

Schedule 2.2(a)(xi)

[Redacted content]

Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

### 4.3 Nominal Costs

#### 4.3.1 Key Observations

Schedule 2.2(a)(xi) & Schedule 2.2(a)(xiii)

Table 8: Top 10 Nominal Cost differences by Tenderer

Pay Item	T&T Cost Estimate	Schedule 2.2(a)(xi)	Difference - TT	Abergeldie	Difference ABG - TT	Difference ABG
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)		
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)			
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)			
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)			
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)			
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)			
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)			
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)			
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)			
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)			
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)			
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)			
Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)			

Notes:

- 1. Schedule 2.2(a)(xi)
- 2. Schedule 2.2(a)(xi)
- 3. Schedule 2.2(a)(xi)
- 4. Schedule 2.2(a)(xi)







Table 11: Adjustments for Assumptions and Exclusions

Adjustments for Assumptions and Exclusions	Schedule 2.2(a)(xi)	Abergeldie
Total Adjustment for Assumptions and Exclusions	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)

The following should be noted with respect to each of the adjustments above:

**Schedule 2.2(a)(xi)**

- [Redacted]
- [Redacted]

**Abergeldie**

**Schedule 2.2(a)(xi)**

- [Redacted]
- [Redacted]

**4.6.2 Adjustments for Margin on Provisional Sums**

The Tenderers were asked to include a margin of 10% for the Provisional Sum pay items. **Schedule 2.2(a)(xi)** This margin is the amount the successful Tenderer is permitted to apply based on the amounts payable to the utility companies. **Schedule 2.2(a)(xi)**

**Schedule 2.2(a)(xi)**

**4.7 MPC Retained Risk**

MPC conducted a number of risk workshops to identify the retained risks which may arise on the Project. The retained risks identified are independent of the Tenderers' submissions and reflect the risks that would be the responsibility of the Territory regardless of the Tenderer selected. The risk register produced identifies the retained risks which may have a cost or delay impact to the Project, along with the risk rating. Based on assumptions provided by MPC on the likely cost and delay impacts, Monte Carlo simulations were undertaken to calculate a range of potential financial outcomes to be included as contingency for the Project.

The table below sets out the P50 and P90 risk contingency estimates and, adds these to **Schedule 2.2(a)(xi)** and Abergeldie's total Contract Value (Adjusted) and the T&T Cost Estimate.

Table 14: P50 Retained Risk

Summary table	T&T Cost Estimate	Schedule 2.2(a)(xi)	Abergeldie
Contract Value (Adjusted)	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)
P50 Risk	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)
Total (Risk Adjusted)	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	Schedule 2.2(a)(xi)
P50 Risk as a Percentage of Adjusted Contract Value (Adjusted)	Schedule 2.2	Schedule 2.2	Schedule 2.2

Table 12: P90 Retained Risk

Summary table	T&T Cost Estimate	Schedule 2.2(a)(xi)	Abergeldie
Contract Value (Adjusted)	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	
P90 Risk	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	
Total (Risk Adjusted)	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xi)	
P90 Risk as a Percentage of Adjusted Contract Value (Adjusted)	Schedule 2.2	Schedule 2.2(a)(xi)	

4.7.1 Top 10 Risks

The top 10 risks by magnitude of risk contingency value are shown in the table below, based on P90 values.

Table 13: Top 10 Retained risks

Number	Description	P90 Risk value
1.	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xiii)
2.	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xiii)
3.	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xiii)
4.	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xiii)
5.	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xiii)
6.	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xiii)
7.	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xiii)
8.	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xiii)
9.	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xiii)
10.	Schedule 2.2(a)(xiii)	Schedule 2.2(a)(xiii)
Total		Schedule 2.2(a)(xiii)

# Appendix A – Pricing Clarifications

Clarifications raised in relation to Schedule 12 and responses received are set out in the table below.

Table 14: Clarifications and Responses

No	Tenderer	Clarification Subject Text	Clarification Question	Tenderer Response (28/03/2022)
1	Schedule 2.2(a)(i)	[Redacted]	[Redacted]	[Redacted]
2	Schedule 2.2(a)(i)	[Redacted]	[Redacted]	[Redacted]
3	Schedule 2.2(a)(i)	[Redacted]	[Redacted]	[Redacted]
4	Schedule 2.2(a)(i)	[Redacted]	[Redacted]	[Redacted]
5	Schedule 2.2(a)(i)	[Redacted]	[Redacted]	[Redacted]
6	Schedule 2.2(a)(i)	[Redacted]	[Redacted]	[Redacted]
7	Schedule 2.2(a)(i)	[Redacted]	[Redacted]	[Redacted]
8	Schedule 2.2(a)(i)	[Redacted]	[Redacted]	[Redacted]
9	Schedule 2.2(a)(i)	[Redacted]	[Redacted]	[Redacted]

No	Tenderer	Clarification Subject Text	Clarification Question	Tenderer Response (28/03/2022)
10	Schedule 2.2(a)(xi)	[Redacted]	[Redacted]	Schedule 2.2(a)(xi) [Redacted]

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Schedule 1.2

[Redacted]

[Redacted]

[Redacted]	[Redacted]			[Redacted]
	[Redacted]	[Redacted]	[Redacted]	
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

# Schedule 1.2

# Schedule 1.2

# Schedule 1.2

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# Schedule 1.2



***Attachment C - PROCUREMENT PLAN MINUTE (INCLUDING EVALUATION PLAN)***

## Procurement Plan Minute (PPM)

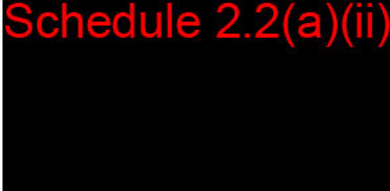
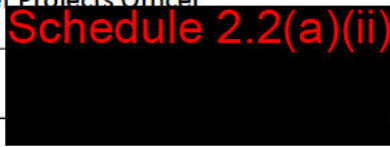
To	Duncan Edghill – Chief Projects Officer, Major Projects Canberra	
Project Name and Number	Raising London Circuit Main Works (as part of the wider Light Rail Stage 2 Program)	
Annual Procurement Plan	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Advanced Tender Notice (ATN)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  The intent to procure the Raising London Circuit Main Works is publicly available: <a href="http://www.act.gov.au/majorprojectscanberra/our-projects/projects-pipeline">www.act.gov.au/majorprojectscanberra/our-projects/projects-pipeline</a> .	
Procurement Method	Public TenderPublic Tender	
	2 Stage process – REOI then RFT	
Procurement Values Considerations	Refer to Attachment 1 – Procurement Values Compliance Statement	
Estimated Total Contract Term and Value (inc GST)	Initial: <span style="background-color: black; color: black;">[REDACTED]</span> (excluding GST) Optional: <span style="background-color: black; color: black;">[REDACTED]</span> (excluding GST) remaining RLC works (if not implemented by Light Rail Stage 2A project) <b>Total Estimated Contract Term: 2022-2024</b> <b>Total Estimated Contract Value: <span style="background-color: black; color: black;">[REDACTED]</span> (excluding GST)</b>	
Estimated Timeframes	The RFX will be conducted in accordance with the following estimated timeframes:	
	<b>Activity</b>	<b>Date</b>
	GPB Procurement Review	10/08/2021
	REOI Issue Date	16/09/2021
	Industry Briefing (TBC)	20/09/2021
	REOI Closing Time and Date	14/10/2021
	REOI Evaluation Period	October 2021
	REOI Evaluation Report Delegate Approval	Early November 2021
	RFT Issue Date	Early December 2021
	Interactive Sessions (TBC)	December 2021/January 2022

	Final FSP issued (based on Approvals conditions)	Early February 2022
	RFT Closing Time and Date	Mid-February 2022
	RFT Evaluation Report Delegate Approval (Including ERC)	Mid-March 2022
	Negotiations	March 2022
	Contract Execution	Late March 2022
	Debrief	April 2022
	(Note: timings are estimates and may change after the Procurement Plan is signed)	
<b>Government Procurement Board (GPB)</b>	<p>Is GPB sign off required?</p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, select the below applicable category that applies:</p> <ul style="list-style-type: none"> <li>• \$5 million or more for Territory entities which are administrative units, unless covered by an endorsed strategic procurement plan;</li> <li>• \$1 million or more for Territory entities other than administrative units;</li> <li>• \$1 million or more for information and communication technology procurements that include an element of system development or redesign; and</li> <li>• \$1 million or more for all disposal activities.</li> </ul>	
<b>ACT Government Solicitor (ACTGS)</b>	<p>Have you engaged the ACTGS?</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>If Yes, have you obtained a draft Agreement?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>ACTGS has approved the engagement of Clayton Utz as legal advisors and Sparke Helmore as probity advisors who are involved in the procurement process.</p>	
<b>Procurement Requirement</b>	Refer to Attachment 2 – Statement of Requirements	

<p><b>Consultation (including Pre-Tender)</b></p>	<p>There are a wide range of internal stakeholders for the Project, including Cabinet and many other ACT Government Directorates and agencies such as:</p> <ul style="list-style-type: none"> <li>• Chief Minister, Treasury and Economic Development Directorate;</li> <li>• Major Projects Canberra;</li> <li>• Transport Canberra and City Services;</li> <li>• City Renewal Authority;</li> <li>• Environment, Planning and Sustainable Development Directorate.</li> </ul> <p>Internally within the ACT Government the Project impacts all the above. Accordingly, all the above ACT Government Directorates have been consulted in the development of the Project (as part of Light Rail Stage 2) more generally and form part of the project's Advisory Board.</p> <p>The ACT Government has ongoing forums through which it will maintain a continuous dialogue between internal stakeholders throughout the life of the Project's development, including the Project Board and other formal and informal arrangements.</p> <p>The Project will be delivered in a collaborative and consultative way. Project community consultation is ongoing with statutory consultation during the Environmental Approvals process, and substantial and specific consultation with key stakeholders planned as detailed design progresses. Construction ready communications and engagement will be required throughout the Project's procurement and delivery phase and is also being planned.</p> <p>The communications and consultation approach is founded on the principle that regular and targeted engagement will deliver key Project benefits including improved project awareness, engagement and acceptance with the project and project specific feedback provided to mitigate impacts. Further, the approach supports the ACT Government priorities for "enhancing liveability and social inclusion" and "suburban renewal and better transport".</p> <p>The Project has a significant number of stakeholders ranging from the Canberra community, Commonwealth agencies and commercial organisations, through to small businesses, residents, unions and public transport customers. A tailored communications and stakeholder engagement approach will be critical to the Project's success, adopting the right mix of engagement techniques throughout the planning, delivery and operational phases.</p>
<p><b>Funding Approval</b></p>	<p>Has funding been approved?</p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p>
<p><b>Commonwealth Funding</b></p>	<p>Is there Commonwealth funding attached to this procurement?</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>

<p><b>Risk Management Plan</b></p>	<p>The <b>Risk Management Plan</b> is provided at <b>Attachment 3</b>.</p> <p>The Risk Rating scale: is Low (Low)/Medium (Med)/High (Hi)/Extreme (Ext)</p> <p>The Risk Rating associated with this procurement is: <b>Medium</b></p> <p>The key risks are:</p> <ul style="list-style-type: none"> <li>• Tendered pricing exceeds the allocated budget for the works.</li> <li>• Stakeholders or interest groups may object or raise issues which delay the completion of the Approvals, design, project requirements, construction and eventually delay a subsequent Approvals application.</li> <li>• Planning Approvals (Commonwealth Approvals, WA and / or DA approval(s)) are delayed or impose significant conditions prior to or during construction of the works leading to delay.</li> <li>• The scope of works increases significantly during the procurement process (e.g. Recycled Water Storage Tank) or after the completion of the preferred tenderer’s tender submission, including because of works approvals or design development from Initial FSP and FSP.</li> <li>• Risk that local participants do not tender or withdraw from the tender process if they consider that there is not a level playing field if the Canberra Metro consortium entities submit a tender</li> <li>• Covid-19 shutdowns and isolation limit meetings, design processes and reviews.</li> </ul>			
<p><b>Evaluation Plan</b></p>	<p>The <b>Evaluation Plan</b> is provided at <b>Attachment 4</b>.</p>			
<p><b>Tender Evaluation Team</b></p>	<p><b>Name:</b></p>	<p><b>David Doctor</b></p>	<p><b>Adrian Piani</b></p>	<p><b>Ken Marshall</b></p>
	<p><b>Position:</b></p>	<p>Chair</p>	<p>Deputy Chair</p>	<p>Member</p>
	<p><b>Agency:</b></p>	<p>MPC</p>	<p>MPC</p>	<p>TCCS</p>
	<p><b>Name:</b></p>	<p><b>Craig Gilman</b></p>	<p><b>Hamish Stephens</b></p>	
	<p><b>Position:</b></p>	<p>Member</p>	<p>Member</p>	
	<p><b>Agency:</b></p>	<p>CRA</p>	<p>CMTEDD</p>	
	<p><b>Statement on team composition:</b></p>	<p>The evaluation will be supported by specialist advisors including from Clayton Utz, SNC, PwC and AECOM.</p>		
	<p><b>WHS Assessment</b></p>			

	<b>WHS Superintendent of Works/Delegate</b>	<b>Name</b>	<b>MPC/Organisation</b>
		Michael Whitehouse	MPC
	<p><b>NOTE:</b> Whilst not appointed as a member of the Tender Evaluation Team the WHS Superintendent of Works (or Delegate) is responsible for assessing and scoring of the WHS criteria, as provided for in the MPC Team Work Instruction on WHS assessment, also noting that the Superintendent of Works can appoint a Delegate as required.</p>		
<b>Draft Contract Management Plan</b>	<p>The current <b>Commercial Procurement Considerations</b> is provided at <b>Attachment 5</b>.</p> <p>A Draft Contract Management Plan will be prepared for RFT</p>		
<b>AUSFTA (Free Trade Agreement)</b>	<p>Is this a covered procurement?</p> <p><input checked="" type="checkbox"/> <b>Yes</b>      <input type="checkbox"/> <b>No</b></p> <p>Use the <a href="#">Free Trade Agreement Coverage Checklist</a> to confirm, these thresholds apply:</p> <ul style="list-style-type: none"> <li>- goods/services valued at \$680,000 (inc GST) and above;</li> <li>- construction valued at \$9,854,000 (inc GST) and above.</li> </ul>		

Procurement ACT has been consulted and has provided advice that the PPM is <b>consistent/not consistent</b> with the Territory Procurement Framework (Framework), inclusive of the <i>Government Procurement Act 2001</i> , <i>Government Procurement Regulation 2007</i> and other relevant legislation and Territory policies.	
Name	David Doctor
Title/Position	EBM Light Rail
Signature	
Comments	None
<b>DIRECTORATE</b>	
Name	Ashley Cahif
Title/Position	Project Director Light Rail
Signature	<b>Schedule 2.2(a)(ii)</b> 
Date	7 January 2022
Comments	None
<b>DIRECTOR GENERAL / DELEGATE</b>	
Name	Duncan Edghill
Title/Position	Chief Projects Officer <b>Schedule 2.2(a)(ii)</b>
Signature	
Date	
Statement	The PPM and attachments are <b>approved/not approved</b>
Exemption	Is an Exemption applicable to this procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide the Exemption Minute at Attachment 6.
Comments	

**ATTACHMENTS:**

Attachment 1 – Procurement Values Compliance Statement (see below)

Attachment 2 – Statement of Requirements

Attachment 3 – Risk Management Plan

**Attachment 4 – Evaluation Plan**

**Attachment 5- Commercial Procurement Considerations**



# Attachment 1 - Procurement Values Compliance Statement

Consideration of the Procurement Values is mandatory to determine which Procurement Value or Values can be achieved through your procurement. You do not have to incorporate all the Procurement Values, just the ones that are relevant to the size, scope and risk of your procurement activity. Complete the form by indicating which Procurement Value(s) will be achieved by selecting the one or more ways the Procurement Value will be achieved in your procurement activity.

Procurement Value	Action
<p><b>Aboriginal and Torres Strait Islander Peoples' Economic Participation</b> The Aboriginal and Torres Strait Islander Procurement Policy (ATSIPP) encourages engagement with Aboriginal and Torres Strait Islander Enterprises. The ATSIPP also includes a target of contract spend with Aboriginal and Torres Strait Islander Enterprises. Every contract is an opportunity to contribute to achieving that target.</p> <p>Search <a href="https://supplynation.org.au/">(https://supplynation.org.au/)</a> or the Canberra Region Enterprise List <a href="https://www.procurement.act.gov.au/policy-and-resources/procurement-from-aboriginal-and-torres-strait-islander-organisations/atsi-enterprise-search">https://www.procurement.act.gov.au/policy-and-resources/procurement-from-aboriginal-and-torres-strait-islander-organisations/atsi-enterprise-search</a></p>	<p>Is there an Aboriginal and Torres Strait Islander Enterprise(s) that that you will approach directly using an exemption from the Quotation and Tender requirements?</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>Have you included other measures to achieve this Procurement Value? (i.e. the procurement encourages employment of Aboriginal and Torres Strait Islander People or will encourage use of an Aboriginal and Torres Strait Islander subcontractor(s))?</p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, insert details</p> <p>The Evaluation Plan is provided at Attachment 4. Weighted assessment criteria 5 encourages opportunities through implementation of a Labour Relations, Training and Workplace Equity Plan.</p>
<p><b>Business Development and Innovation</b> The Canberra Region Local Industry Participation Policy requires procurements with an estimated total contract value between \$200,000 and \$5 million to include an Economic Contribution Test and procurements with an estimated total contract value over \$5 million to include a Local Industry Participation Plan. The documents are allocated default 10% weighting in the evaluation process.</p>	<p>The procurement will include a(n):</p> <p><input type="checkbox"/> Economic Contribution Test, or <input checked="" type="checkbox"/> Local Industry Participation Plan</p> <p><b>(Mandatory – applies to all procurements ≥\$25,000)</b></p> <p>Is there a Canberra Region Business or Small to Medium Enterprise that that you will approach directly using an exemption from the Quotation and Tender requirements?</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p><i>(this can include a Canberra Region Aboriginal and Torres Strait Islander Enterprise if nominated above)</i></p> <p>Have you included other measures to achieve this Procurement Value? (e.g. procurement supports an innovative solution)</p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, insert details</p> <p>The Evaluation Plan is provided at Attachment 4. Weighted assessment criteria 5 encourages opportunities through</p>

	<p>implementation of a Labour Relations, Training and Workplace Equity Plan and Local Industry Participation Plan.</p>
<p><b>Diversity, Equality and Inclusion</b>                  The Social Enterprise Multi-Use List has a list of Suppliers prequalified as Social Enterprises                  (<a href="https://www.procurement.act.gov.au/supplying-to-act-government/whole-of-government-arrangements/Social-Enterprises-Panel">https://www.procurement.act.gov.au/supplying-to-act-government/whole-of-government-arrangements/Social-Enterprises-Panel</a>)</p> <p>The Territory must not enter into an agreement with a Supplier not complying with the Workplace Gender Equality Act 2012 (Cth) and named by the Workplace Gender Equality Agency non-compliant list (<a href="https://www.wgea.gov.au/non-compliant-list">https://www.wgea.gov.au/non-compliant-list</a>)</p>	<p><input checked="" type="checkbox"/> Supplier(s) will be reviewed during evaluation to ensure they are not on the Workplace Gender Equality Agency non-compliant list  <b>(Mandatory – applies to all procurements)</b></p> <p>Is there a Social Enterprise(s) that that you will approach directly using an exemption from the exemption from the Quotation and Tender requirements?  <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>Have you included other measures to achieve this Procurement Value? (e.g. including targets for employment of people from diverse or marginalised backgrounds, or the goods or services being procured will support diversity, equality or inclusion in the community)  <input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, insert details</p> <p>The Evaluation Plan is provided at Attachment 4. Weighted assessment criteria 5 encourages opportunities through implementation of a Labour Relations, Training and Workplace Equity Plan. The criterion also addresses local industry participation and diversity and inclusion.</p>
<p><b>Environmentally Responsible</b>                  The Sustainable Procurement Policy requires buyers to identify the key sustainability risks and opportunities that can be addressed through their procurement                  (<a href="https://www.procurement.act.gov.au/data/assets/pdf_file/0009/1345887/Sustainable-Procurement-Policy.pdf">https://www.procurement.act.gov.au/data/assets/pdf_file/0009/1345887/Sustainable-Procurement-Policy.pdf</a>)</p>	<p>Does this procurement include goods or services that are environmentally conscious, or encourage reuse, recyclable content, waste reduction or lower greenhouse gas emissions?  <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, provide details of the environmental or sustainable opportunities that will be addressed through this procurement?</p> <p>The project is seeking to achieve a ‘Leading’ ISCA Rating as part of a combined IS Rating with the City to Commonwealth Park light rail project. Specific targets are being established that are consistent with the Light Rail Sustainability Policy. These will include Targets for sustainable and recycled materials, as well as energy and water savings.</p>
<p><b>Fair and Safe Conditions for Workers</b>                  Secure Local Jobs applies to procurements for <u>construction, cleaning, security or traffic management</u> work over \$25,000 and most services over \$200,000.</p>	<p>Does Secure Local Jobs Code (SLJC) apply to this procurement and has a Labour Relations, Training and Workplace Equity Plan been included?  <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If No, provide reasons why:                  N/A</p> <p><b>(Mandatory for construction, cleaning, security or traffic management work over \$25,000 and most services over \$200,000)</b></p>

	<p>Prequalification under the ACT Work Health and Safety Active Certification Policy has been included in the eligibility criteria?</p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> Not Applicable</p>
	<p>The Tender includes a weighted assessment criterion to assess supplier's capability in their Management of Work Health and Safety</p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> Not Applicable</p> <p><b>(Mandatory for all construction procurements ≥\$250,000)</b></p>
	<p>Have you included other measures to achieve this Procurement Value? (e.g. specific WHS or safety considerations in the contract)</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>If Yes, insert details</p>
<b>Transparent and Ethical Engagement</b>	<p>An ethical supplier declaration has been included in the approach to market documents</p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p>
	<p>The procurement was published on Tenders ACT as an Advanced Tender Notice and/or the Projects Pipeline before approaching the market</p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>The intent to procure the Raising London Circuit Main Works is publicly available: <a href="http://www.act.gov.au/majorprojectscanberra/our-projects/projects-pipeline">www.act.gov.au/majorprojectscanberra/our-projects/projects-pipeline</a>.</p>
	<p>For goods, services or works that could elicit responses from a public sector provider, competitive neutrality considerations have been included</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> Not Applicable</p>
	<p>Prequalification under the ACT Government's Prequalification Scheme has been included in the eligibility criteria</p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> Not Applicable</p>
	<p>Have you included other measures to achieve this Procurement Value? (e.g. procurement includes requirements that support the elimination of modern slavery or business practices that are objectionable, dishonest, unethical or unsafe.)</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>If Yes, insert details</p>

**Summary of Procurement Values that will be pursued through this Procurement**

Aboriginal and Torres Strait Islander Peoples' Economic Participation	Business Development and Innovation	Diversity, Equality and Inclusion	Environmentally Responsible	Fair and Safe Conditions for Workers	Transparent and Ethical Engagement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

# Attachment 2 – Statement of Requirements – Raising London Circuit

## Background

The ACT Government wishes to significantly improve connectivity for the southern end of the City Hill precinct by raising London Circuit to form an at-grade intersection with Commonwealth Avenue. The City Renewal Authority proposed this important change to the city centre’s movement network because it will create significant long-term benefits to the people of Canberra.

The government’s decision to support this city-shaping project as part of the second stage of the city-wide light rail network demonstrates a willingness to put good design and people-focused outcomes at the centre of its decisions about Canberra’s future. As well as improving active-travel connections around the city centre, raising London Circuit also significantly improves connectivity between the city centre and the lake.

Major Projects Canberra will manage the project as a precursor to the construction of stage 2A of Canberra’s light rail network, which will extend along London Circuit to Commonwealth Park and Acton Waterfront.

The current split-level configuration of the intersection and associated cloverleaves, inhibit pedestrian activity and retain an inferior urban design. In its grade-separated configuration, London Circuit bridge has created a disconnected public environment and is a barrier to bridging the real and perceived barriers between the lake and the city centre. Creating an at-grade intersection realises the intent of the Federal Government’s National Capital Plan and carries through with the ACT Government’s vision of Canberra as outlined in *Canberra: A Statement of Ambition* and the *City Plan*, which describes London Circuit as the city’s high street with generous verges, street trees and active street frontages.

In order to achieve the objective of a more accessible public environment and to provide an arrangement that better caters for all road users, the road level will be raised on either side of Commonwealth Avenue. The result will be a signalised at-grade intersection with Commonwealth Avenue that improves safety and connectivity for pedestrians, cyclists and cars, allowing people to move in all directions more easily.

## Project Vision and Objectives

The vision and seven project objectives have been adopted for the Project as set out below.

<div style="border: 1px solid #ccc; padding: 10px;"> <h3 style="text-align: center; margin: 0;">Project Vision</h3> <p style="text-align: center; margin: 5px 0;"><i>To improve connectivity and urban amenity between the City and the Lake by integrating strategic transport and land use initiatives to shape future development and create attractive, design-led, people focused places.</i></p> </div>		<p><b>BROADER VISION</b></p>	<p>Support the realisation of the broader vision for Canberra as a city of choice, city of talent, city of ambition: open to all</p>
		<p><b>URBAN AMENITY</b></p>	<p>Support design-led urban amenity improvements to the City to create more active and vibrant places</p>
		<p><b>INTEGRATION AND VALUE</b></p>	<p>Integrate with other projects and plans for the City to maximise the value of Government’s investment</p>
		<p><b>STRATEGIC TRANSPORT</b></p>	<p>Ensure that Canberra’s strategic transport corridors align with longer-term land use plans and support the use of public transport and active travel</p>
		<p><b>CONNECTIVITY</b></p>	<p>Provide safe, attractive and accessible transport connectivity between the City and Lake Burley Griffin</p>
		<p><b>INVESTMENT AND INTERACTION</b></p>	<p>Support increased social and business interaction, facilitate increased investment and productivity, cultural exchange and a more diversified economy</p>
		<p><b>CITY SHAPING</b></p>	<p>Shape the development of the City to activate underutilised public land around City Hill and West Basin to allow the City to grow</p>

## Project Outline

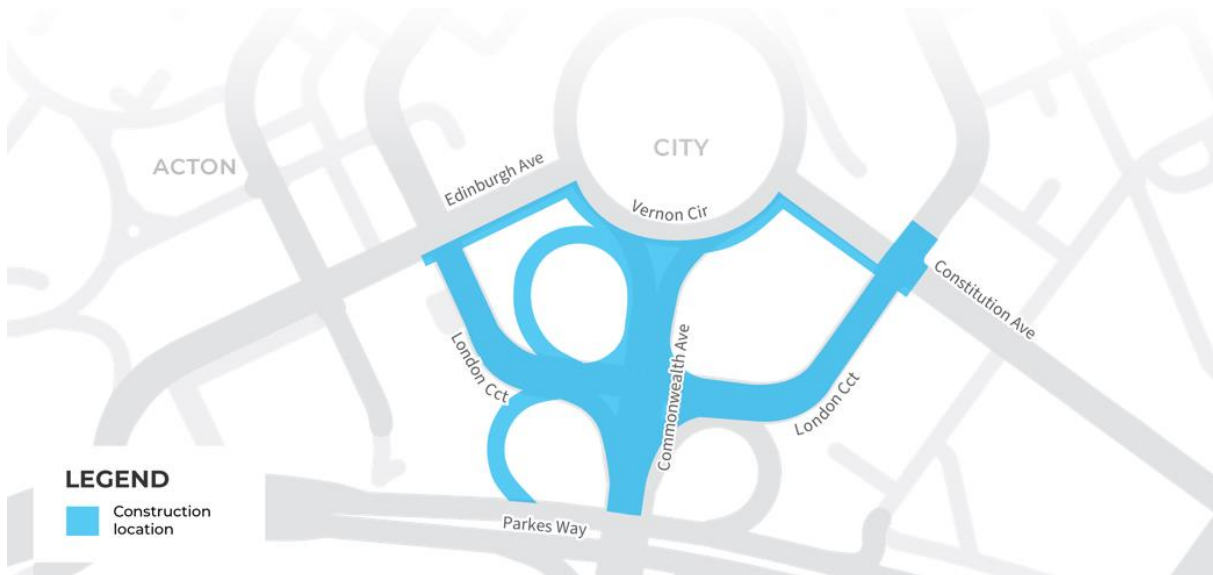
The Project is comprised of a series of works to raise London Circuit to become at-grade with Commonwealth Avenue and includes the closure to traffic of the south-west and north-west cloverleaves that connect Commonwealth Avenue, London Circuit and Parkes Way. The figure below provides an overview of the existing configuration of the intersection.

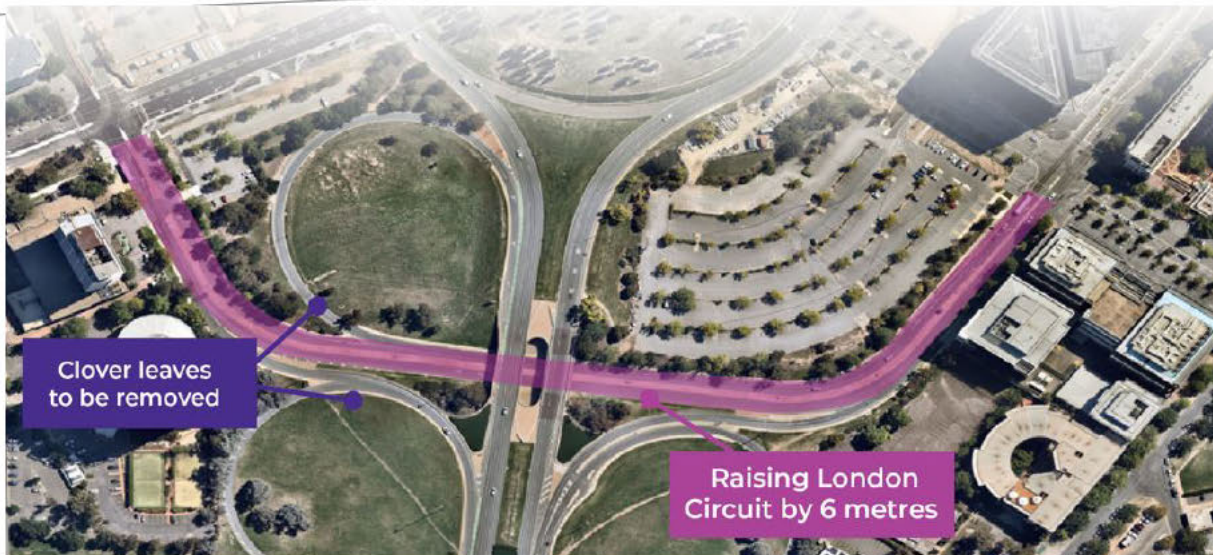
### Current intersection configuration:



The pictures below show the location and general layout of the new raised London Circuit

### Raised London Circuit:





The Project will support the development of two parcels of land on the south-west and south-east corners of London Circuit and Commonwealth Avenue and permit the delivery of a high-quality public realm along these streets, having a positive impact on two further development sites on the northeast and northwest corners.

## Project Key Elements

Key elements of the Project include:

Element	Description
General	Raising the southern portion of London Circuit from just south of Edinburgh Avenue intersection to the west to 255 London Circuit to the east, the objective being to raise London Circuit to be the same level as Commonwealth Avenue and to form a signalised traffic intersection of the Circuit and the Avenue
Civil works	<p>Removal / demolition of existing infrastructure, provision of new road embankment, road pavements, pavements, pavement drainage kerbs, retaining walls and road furniture:</p> <ul style="list-style-type: none"> <li>● Removal / demolition:                             <ul style="list-style-type: none"> <li>○ Demolition and removal of the bridge portion of Commonwealth Avenue that currently grade separates it from London Circuit including retaining walls</li> <li>○ Demolition of existing road pavements and footpaths, including the removal of the cloverleaf roads to the south-west and north west of the Commonwealth Avenue and London Circuit intersection;</li> <li>○ Removal of lights, barriers, road signs</li> <li>○ Removal of existing trees</li> </ul> </li> <li>● Bulk earthworks:                             <ul style="list-style-type: none"> <li>○ Re-grading and compacting with imported fill of the new road, median and footpaths</li> <li>○ Proof roll subgrade prior to placing pavements</li> </ul> </li> </ul>

Element	Description
	<ul style="list-style-type: none"> <li>● Pavement construction:               <ul style="list-style-type: none"> <li>○ Pavements and surfacing</li> <li>○ Kerbing and landscaped median strip/island</li> <li>○ Footpath and pavement line marking-lanes, arrows, lines etc.</li> <li>○ Space-proofing of future East Road and West Road.</li> </ul> </li> <li>● Retaining walls and earth batters:               <ul style="list-style-type: none"> <li>○ The creation of retaining walls to the south of London Circuit, on both the western and eastern sides of Commonwealth Avenue</li> <li>○ Earth batters from the roadway into the potential new development sites</li> </ul> </li> <li>● Road furniture – rails, fencing, road signs</li> </ul>
Utilities	<ul style="list-style-type: none"> <li>● Existing DN300 Cast Iron main to be abandoned in-situ and grout filled</li> <li>● Relocation of existing DN225, DN600 and partial DN675 water mains to new locations within the RLC footprint (eastern section).</li> <li>● Adjustment to Sewer maintenance structure entry shaft.</li> <li>● Protection &amp; minor changes to existing telecommunications pit and pipe networks.</li> <li>● Provision of new DDTS (ACT Government telecommunications) pit and pipe network within outer verge of RLC to enable Traffic Signal Controller connectivity with telecommunications supply.</li> <li>● Provision of spare electrical conduits.</li> <li>● Protection of existing transverse road crossing utilities where required.</li> </ul>
Stormwater	<ul style="list-style-type: none"> <li>● Attenuation structures below the RLC traffic lanes to attenuate stormwater run-off prior to discharge into existing infrastructure</li> <li>● Relocation of road drainage infrastructure</li> <li>● Provision of spare drainage conduits.</li> </ul>
Traffic signals	Four-way signalised intersection (London Circuit and Commonwealth Avenue)
Landscaping	Dryland grassing to banks including topsoil from stockpiles and advanced tree planting in all verges
Street lighting	Provision of street lighting for the new intersection including conduits and cabling.
Temporary traffic management	<ul style="list-style-type: none"> <li>● Temporary roadworks;</li> <li>● Temporary road closures</li> <li>● Traffic management to create diversions during construction (including temporary traffic signals);</li> <li>● Safety barriers, equipment and resources</li> </ul>





**ACT**  
Government

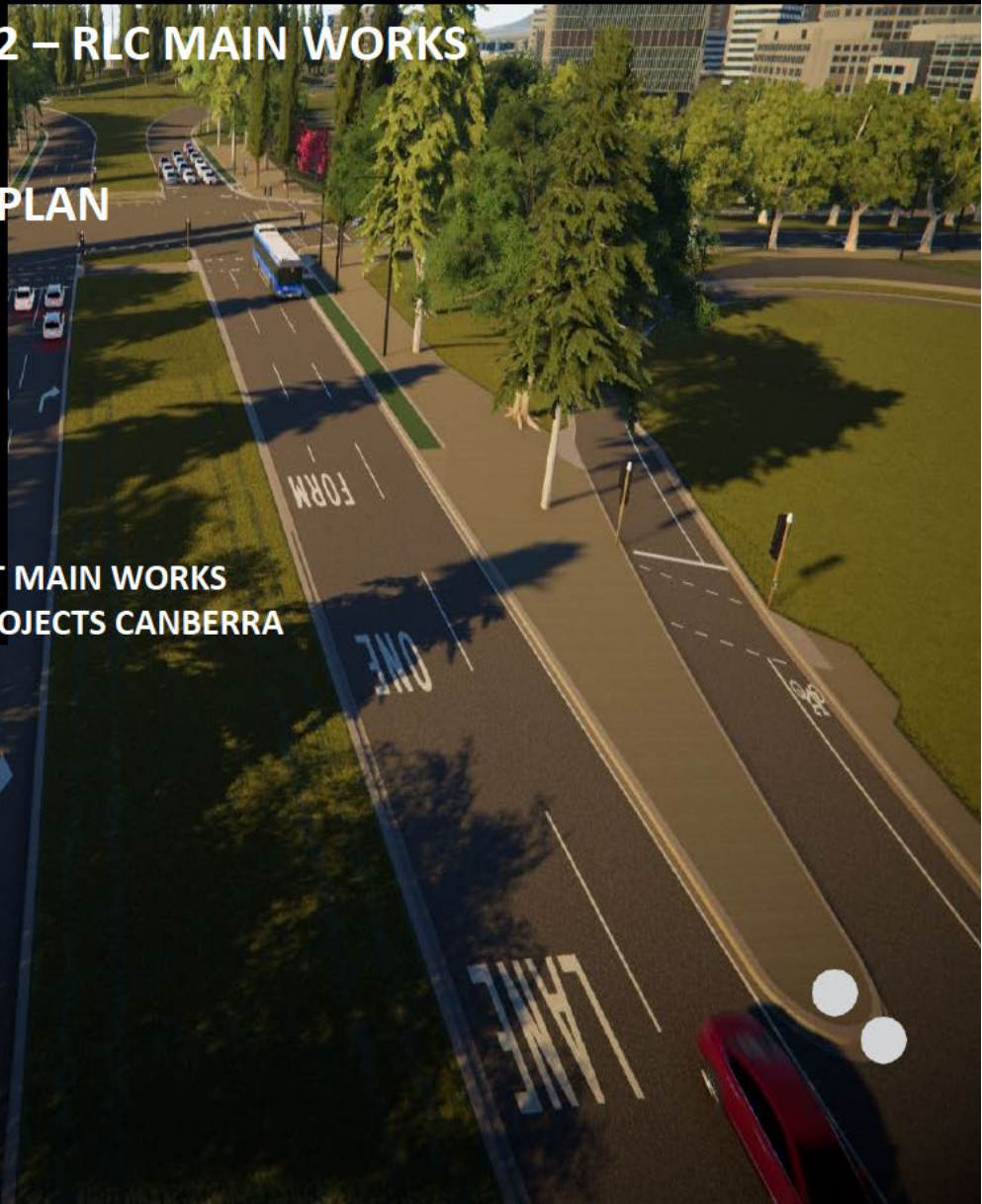
# **RAISING LONDON CIRCUIT - MAIN WORKS PROCUREMENT MAJOR PROJECTS CANBERRA**

**REQUEST FOR TENDER**

**NO. 58206.RFT.002 – RLC MAIN WORKS**

**RFT EVALUATION PLAN  
NOVEMBER 2021**

**RAISING LONDON CIRCUIT MAIN WORKS  
ON BEHALF OF MAJOR PROJECTS CANBERRA**



# 1. TABLE OF CONTENTS

<b>1. TABLE OF CONTENTS.....</b>	<b>2</b>
<b>1. INTRODUCTION .....</b>	<b>4</b>
1.1. Background of the Project	4
1.2. Overview of the procurement process	4
1.3. Purpose of the Evaluation Plan	4
1.4. Amendments to the Evaluation Plan	5
<b>2. EVALUATION GOVERNANCE.....</b>	<b>5</b>
2.1. Evaluation Governance Structure	5
2.2. Roles and Responsibilities	5
<b>2.2.1. Light Rail Project Board and Delegate</b>	<b>5</b>
<b>2.2.2. Evaluation Team and Evaluation Team Chair</b>	<b>5</b>
<b>2.2.3. Specialist Advisors</b>	<b>6</b>
<b>2.2.4. Transaction Manager</b>	<b>7</b>
<b>2.2.5. Probity Advisor</b>	<b>7</b>
<b>3. EVALUATION PROCESS AND CRITERIA .....</b>	<b>7</b>
3.1. Evaluation Process	7
<b>3.1.1. Receipt and Distribution of Tenders</b>	<b>8</b>
<b>3.1.2. Probity</b>	<b>8</b>
<b>3.1.3. Late Tenders</b>	<b>8</b>
<b>3.1.4. Clarifications</b>	<b>9</b>
<b>3.1.5. Interactive Tender Workshops (ITWs)</b>	<b>9</b>
<b>3.1.6. Use of Specialist Advisors</b>	<b>9</b>
<b>3.1.7. Use of WHS Advisor</b>	<b>9</b>
3.2. Evaluation Timeline	9
3.3. Evaluation Criteria	10
<b>3.3.1. Conforming Tenders</b>	<b>10</b>
<b>3.3.2. Threshold Evaluation Criteria</b>	<b>11</b>
<b>3.3.3. Weighted Evaluation Criteria</b>	<b>13</b>
<b>3.3.4. Non-Weighted Evaluation Criteria</b>	<b>17</b>
<b>3.3.5. Overall Evaluation</b>	<b>17</b>
<b>4. EVALUATION REPORT AND LETTERS OF DECLINE / DEBRIEFINGS .....</b>	<b>18</b>

4.1.	Evaluation Team Report	18
4.2.	Letters of Decline / Debriefings	18
<b>ATTACHMENT A - EVALUATION RESPONSE RISK RATING TABLE.....</b>		<b>19</b>
<b>ATTACHMENT B – ITP Protocol .....</b>		<b>20</b>
1.	Purpose of this Probity Protocol	20
2.	Active procurement	20
3.	Attendance at Workshops	20
4.	Purpose of Workshops	20
5.	Workshop dos and don'ts	21
6.	Clarifications, provision of feedback and information	21
7.	Treatment of sensitive commercial information	22
8.	Gifts, hospitality, benefits, inducements, etc	23
9.	Contacts	23

# 1. INTRODUCTION

## 1.1. Background of the Project

This Evaluation Plan relates to the procurement process to engage a contractor to deliver the Raising London Circuit (RLC) Main Works (Project). The Project involves the construction of a series of works to raise the southern portion of London Circuit, so that London Circuit and Commonwealth Avenue are at-grade, and a signalised intersection of London Circuit and Commonwealth Avenue is installed.

RLC Main Works is an enabling road project for the delivery of Light Rail Stage 2, City to Woden. Light Rail Stage 2 will connect with Stage 1 to create a public transport spine connecting Canberra's north and south. Light Rail Stage 2 will improve access to public transport for existing and new residential and commercial activity in the city centre, Canberra's lakefront and along the corridor to Woden. This will underpin Canberra's modern and integrated public transport network which connects major residential areas, employment zones, social centres and cultural hubs across the city.

## 1.2. Overview of the procurement process

The procurement of this Project is based on a two-stage process comprising:

Stage 1: Request for Expression of Interest (**REOI**) which was completed in November 2021:

- The REOI briefly described the Territory's requirement to allow interested parties (Tenderers) to present their potential level of interest, capacity and any necessary qualifications to construct the Project.
- The purpose of the REOI was to identify a shortlist of Tenderers to be invited to participate in the Request for Tender (RFT) process.

Stage 2: Request for Tender (**RFT**):

- Following the REOI, shortlisted Tenderers will be invited to participate in a RFT process for the purpose of selecting a suitably qualified contractor to enter into a contract with the Territory for the construction of the Project.

Entering into Contract - Construction Contract:

- Following the two-stage procurement process, the Territory may elect to enter into Contract with the successful Tenderer to carry out the delivery of the Project.

## 1.3. Purpose of the Evaluation Plan

This Evaluation Plan provides guidance on the RFT evaluation process and sets out the:

- Evaluation governance arrangements and relevant responsibilities;
- Evaluation processes, methodology and criteria by which Tenders received will be evaluated; and
- Reporting and debriefing requirements.

This Evaluation Plan is an internal document and will not be released to Tenderers.

The RFT or other procurement documents must include the evaluation criteria as set out herein.

This Evaluation Plan has been prepared in accordance with the *Government Procurement Act 2001*, supporting regulation, the endorsed procurement plan minute, the RFT and the Standard Conditions of Tender.

## 1.4. Amendments to the Evaluation Plan

Any amendments must be approved by the Chair of the Evaluation Team.

## 2. EVALUATION GOVERNANCE

### 2.1. Evaluation Governance Structure

The evaluation governance arrangements are consistent with the MPC Light Rail governance structure and described in the Roles and Responsibilities in section 2.2 below.

### 2.2. Roles and Responsibilities

The roles and responsibilities of the key governance forums are set out below.

All members involved in the evaluation should be made aware of their responsibilities and obligation to demonstrate impartiality and equity to all Tenderers.

#### 2.2.1. Light Rail Project Board and Delegate

The Delegate (Chief Projects Officer (CPO)) is responsible for:

- appointing the Evaluation Team, including the Chair of the Evaluation Team (or delegate);
- approving this Evaluation Plan following endorsement of the Project Board;
- approving the Procurement Plan Minute and any Probitity Plans;
- seeking approval from Cabinet to enter into a contract with the successful Tenderer (following the Project Board noting the recommendations and endorsing the Delegate entering into a contract with the successful Tenderer);
- approving the recommendations of the Evaluation Team in the Evaluation Report following Project Board and Cabinet noting of the recommendations and Cabinet approving the Delegate to enter into a contract with the successful Tenderer.

The Project Board will:

- endorse this Evaluation Plan, prior to Delegate approval.
- Note the recommendations of the Evaluation Team in the Evaluation Report and endorse the Delegate entering into a contract with the successful Tenderer.

#### 2.2.2. Evaluation Team and Evaluation Team Chair

Members of the Evaluation Team are personally appointed and cannot be withdrawn or replaced without the relevant approval.

Position	Name	Directorate
Chair	David Doctor	MPC
Deputy Chair	Adrian Piani	MPC
Member	Craig Gillman	CRA
Member	Ken Marshall	TCCS
Member	Hamish Stephens	CMTEDD

The **Evaluation Team** will be responsible for:

- Maintaining probity, including ensuring compliance with the Probity in Procurement Guideline, issued by Procurement ACT;
- Evaluating the Tenders in accordance with the criteria and methodology;
- Providing the WHS Weighted Criteria Tender responses to the WHS Superintendent of Works (or Delegate) for assessment and scoring in accordance with the MPC Team Work Instruction – Tender Evaluation for the WHS Weighted Criteria;
- Documenting the evaluation process with the support of the Transaction Manager;
- Obtaining Director General (or their Delegate) approval for confidential text, if applicable; and
- Preparing an evaluation report with recommended scoring and recommendations as described in section 3.1.

In accepting the nomination for appointment to an Evaluation Team each member is required to acknowledge by formal declaration that he / she has no current or potential conflicts of interest that would impede the independent and objective evaluation of the Tenders received for the RFT. All individuals privy to the RFT documents and Tenders, or parts thereof, or assisting in the administration or distribution of the documents, will also be required to disclose any current or pending potential conflicts of interest.

The **Evaluation Team Chair** is responsible for:

- Keeping abreast of the Evaluation Process and day-to-day issues;
- Point of Contact between the Evaluation Team, Delegate and the Project Board;
- Debriefing the Tenderers (or delegate); and
- Approving changes to this Evaluation Plan.

In undertaking the evaluation, the Evaluation Team will be supported by appropriately qualified or experienced specialist advisors.

### **2.2.3. Specialist Advisors**

The Evaluation Team may, as required, utilise specialist advice to assist in the evaluation process. Request for input will be at the discretion of the Evaluation Team Chair. Any parties outside the Project Team or any external Project advisors requested to provide specialist advice (Specialist Advisors) need to adhere to this Evaluation Plan.

The areas of experience may include:

- a) technical analysis, including advice from MPC Branch Managers/Directors and specialist external technical advisors including AECOM;
- b) past performance, including advice from officers within ACT Government;
- c) financial assessment provided by the Contracts and Prequalification team. A tender financial assessment is required for all tenders with a value of \$5 million or greater. The evaluation team Chair is to seek advice from the Contracts and Prequalification team as to the requirement for this tender financial assessment and any specialist commercial advice from the Territory's commercial advisor, PwC;
- d) assessment of the Work Health and Safety System by the WHS Superintendent of Works as required by Section 2.1;
- e) assessment of the Labour Relations Training and Workplace Equity Plan;
- f) probity and technical procurement advice, including from the ACT Government Solicitor and MPC, Senior Directors/Executive Branch Managers (such advice may include, but not be limited to, technical drafting advice and review of draft evaluation reports for clarity and consistency with the *Government Procurement Act 2001* (ACT) and the RFT); and

- g) legal issues, including advice from the ACT Government Solicitor and Clayton Utz as legal advisor for the Project.

#### **2.2.4. Transaction Manager**

The Transaction Manager is responsible for:

- Assisting the Evaluation Team;
- Facilitating the activities of the Specialist Advisors; and
- Being a point of Contact for the Tenderers.

#### **2.2.5. Probity Advisor**

The Probity Advisor is Sparke Helmore, and is responsible for:

- Overseeing the Evaluation Process, including review of this Evaluation Plan and attesting to its acceptability from a probity perspective;
- Attendance at Tenderer presentations, meetings, briefings;
- Attendance at Evaluation Team meetings, and review of Evaluation Team Report; and
- Preparation of Probity Advisors Report to accompany the Evaluation Team Report.

### **3. EVALUATION PROCESS AND CRITERIA**

#### **3.1. Evaluation Process**

All Tenderers will be assessed using the evaluation process outlined below. Tenderers will be required to address the Evaluation Criteria listed as part of their Tender and the Evaluation Team will examine each conforming (and any non-conforming Tenders submitted to further evaluation) Tender received.

The evaluation process comprises the following key activities:

- Prior to the deadline for submission of the Tenders, endorsement by the Project Board and subsequent approval by the Delegate of this Evaluation Plan;
- Individuals participating in the evaluation process attend an Evaluation and Probity briefing;
- Tenders are received at the nominated deadline for submission, reviewed for completeness and conformance, and distributed to the Evaluation Team in accordance with appropriate document management protocols;
- The Evaluation Team undertakes the evaluation of each conforming Tender (and any non-conforming Tender submitted to further evaluation) against the:
  - Threshold Evaluation Criteria;
  - Weighted Assessment Criteria; and
  - Non-Weighted Assessment Criteria;
- Activities during this phase may include requests for clarifications and request for input from Specialist Advisors;
- The Evaluation Team will prepare an Evaluation Report of evaluation outcomes, which may include recommending one or more preferred Tenderers, negotiating with one or more Tenderers, a revise and confirm process by one or more Tenderers and recommending a successful Tenderer for finalising contract negotiations;
- If the recommendations include selecting and negotiating with one or more preferred Tenderers or a revise and confirm process with one or more Tenderers, the Evaluation Team will, after receiving endorsement of the Delegate of the interim recommendations and taking any further steps directed by the Delegate, evaluate the further Tender responses in

accordance with this Evaluation Plan and will update the Evaluation Report accordingly, including a recommendation of a successful Tenderer for finalising contract negotiations;

- The recommendations (or updated recommendations, as appropriate) will be provided to the Delegate;
- The Project Board will note the recommendations and endorse the Delegate entering into a contract with the successful Tenderer.
- Cabinet will note the recommendations and endorsement of the Project Board and approve the Delegate entering into a contract with the successful Tenderer.
- The Delegate will then approve the recommendations in the Evaluation Report.
- Subsequent to the Delegate approval of the recommendations in the Evaluation Report:
  - Contract negotiations will be finalised with the successful Tenderer; and
  - once the contract is entered into, the Transaction Manager will advise the unsuccessful Tenderers that they were not the successful Tenderer and offer a debrief to those Tenderers;
- Upon request to the Transaction Manager, Tenderers will be debriefed in respect of the evaluation process and methodology.

### **3.1.1. Receipt and Distribution of Tenders**

The RFT Closing Time and Date for Tenders is set out in the RFT documents. All Tenders should be received electronically through Aconex. The Transaction Manager will undertake a conformance check and distribute the Tenders to the Evaluation Team.

### **3.1.2. Probity**

- a) The members of the evaluation team, the WHS Superintendent of Works and advisors are to comply with the [Probity in Procurement Guide](#) which provides guidance on probity, and (if relevant) the Probity Plan (consistent with probity obligations in the *Government Procurement Act 2001 (ACT)*). All parties are to disclose any actual or apparent conflicts of interest and to take steps to avoid that conflict. Each Evaluation Team member or Specialist Advisor is to promptly identify and disclose to the Chair or Delegate (as the case may be) any actual, perceived or potential conflicts of interest involving themselves, their immediate family or any other relevant relationship.
- b) All ACT Public Servants are required to sign the Confidentiality Undertaking and Conflict of Interest Disclosure found at Appendices G and H to the Probity in Procurement Guide. All Non-ACT Public Servants are to sign the Deed of Confidentiality and Conflict of Interest as found on the BMS Index.
- c) Without limiting the Probity Plan (if any), all disclosures of conflicts of interests will be fully documented in accordance with the Probity in Procurement Guide. Continued membership of the Evaluation Team will be dependent on the declaration of, and determination of declared, conflicts of interest. If a conflict of interest is identified, the Evaluation Team member in question will be required to comply with the direction of the Chair and/or Delegate. This may include being removed from any involvement in the evaluation process and replaced with a Delegate approved officer, if the Delegate considers such a change appropriate.
- d) Before considering Tenders all Evaluation Team members and Specialist Advisors are to sign the disclosure documents referred to in item b).

### **3.1.3. Late Tenders**

When Tenders ACT receive and process a late Response lodgement, the Tenders ACT Support Team will advise the Transaction Manager the time and date of electronic lodgement for a particular Tender. Late Tenders are considered non-conforming. In deciding whether to admit a Late Tender



for evaluation, the Evaluation Team may take into account any factors it considers relevant, including without limitation:

- a) whether the late Tenderer is likely to have had an opportunity to obtain some unfair advantage from late submission;
- b) how late the Tender is, the reasons given for lateness and evidence available;
- c) whether there was any technical issues with the Territory's Aconex system that prevented the Tenderer from lodging on time; and
- d) evidence of unfair practices.

#### 3.1.4. Clarifications

The Evaluation Team may seek in writing additional information for clarification at any stage during the evaluation process. Clarifications must not be permitted to be used by Tenderers as an opportunity to change or enhance their Response. All clarifications will be fully documented and appropriately filed and made available to the members of the Evaluation Teams, Evaluation Team and Specialist Advisors.

#### 3.1.5. Interactive Tender Workshops (ITWs)

During the RFT process, Tenderers will be invited to participate in a Tender Briefing and a series of ITWs with each Tenderer, during which the Tenderer will be able to discuss the development of their Tender and seek clarification and feedback (in the context of the RFT requirements) prior to the lodgement of its Tender.

These ITWs will be conducted in accordance with the ITW Protocols set out in **Attachment 6 to Volume 1 of the RFT**, and in accordance with the Standard Conditions. The Tenderer must comply with these ITW Protocols. The ACT Government representatives and Advisors participating in these ITWs will also be required to comply with the ITW Protocols set out in **Attachment B** to this Evaluation Plan.

#### 3.1.6. Use of Specialist Advisors

The Evaluation Team may use Specialist Advisors where necessary. Specialist Advisors may be required to produce specific reports to support the evaluation process, to be taken into consideration by the Evaluation Team in their assessment. Any Specialist Advisor reports are to be prepared in accordance with this Evaluation Plan and the Assessment Criteria.

#### 3.1.7. Use of WHS Advisor

For Construction Contract tenders the evaluation team is to have the WHS Superintendent of Works (or Delegate) assess the Tenders against the Work Health and Safety criterion. The Evaluation Team is to include the scoring provided by the Superintendent of Works in their Evaluation Report.

## 3.2. Evaluation Timeline

The indicative timings for key evaluation activities are outlined below. The timings are indicative only and may be impacted by the outcomes and timing of the Works Approval and the nature and detail of the Tenders received. The Transaction Manager will be responsible for developing and maintaining a schedule for the evaluation process under the guidance of the Evaluation Team.

The indicative milestones of the evaluation process are listed in the table below:

KEY MILESTONE	INDICATIVE DATE
RFT released	6 December 2021

KEY MILESTONE	INDICATIVE DATE
Issue Draft Final Sketch Plan and associated RFT documents	6 December 2021
Tender Briefing	9 December 2021
Interactive Tender Workshops	15/16 December 2021, 20 January 2022, 10 February 2022
Final Sketch Plan and associated RFT documents	4 February 2022
Cut-off date for clarifications and questions	72 hours prior to the RFT Closing Time and Date
RFT Closing Time and Date	23 February 2022 at 2 pm Canberra Time
Negotiations with one or more Tenderers as required	March
IFC drawings issued	Late March 2022
Construction Contract awarded	Late March 2022
Debrief Unsuccessful Tenderers	April 2022
Commencement of Works	Q2 2022
Completion of Works	Q2 2024

### 3.3. Evaluation Criteria

This section outlines the evaluation criteria and weightings (where relevant) that will be used to assess Tenders to determine any preferred Tenderers and the successful Tenderer.

#### 3.3.1. Conforming Tenders

Any Tender may be deemed to be non-conforming that:

- a) is submitted after the RFT Closing Time and Date;
- a) is at variance with or does not respond to or does not fully comply with any requirement of the RFT; or
- b) is incomplete, cannot be read or decrypted; or
- c) has failed to comply with section 13 of the Standard Conditions of Tender (disclosure of conflicts of interest); or
- d) does not, when required, hold at the time of submission a Secure Local Jobs Code Certificate; or
- e) has failed, when required, to submit a fully completed and compliant Labour Relations Training Workplace and Employment Plan (LRTWE);

f) does not (if required) have a WHS Management System certified as compliant to current AS/NZS standards or a Certificate issued by the Office of the Federal Safety Commissioner; or

g) ceases to meet any of the Threshold Evaluation Criteria (see section 3.3.2).

The Evaluation Team may, in its absolute discretion, in respect of a Tender that is non-conforming or that it deems to be non-conforming decide to:

- b) reject and not consider the Tender any further;
- c) ignore any non-compliance in the Tender and submit the Tender to further assessment against the remaining Evaluation Criteria; or
- d) if it is possible to correct the non-compliance without affecting probity in the process, allow the Tenderer to correct the non-compliance.

The Evaluation Team must record and document: any non-conformance, having regard to any probity advice sought from the Probity Advisor (if required); its decision whether to reject the Tenderer or to allow the Tender to be submitted to further evaluation; and its justification for that decision.

### 3.3.2. Threshold Evaluation Criteria

Tenderers must continue to meet all Threshold Evaluation Criteria set out in the REOI for the Tender Validity Period.

The Tenderers must confirm that there is no material change from its EOI Response and continues to meet the REOI Threshold Evaluation Criteria. To the extent of any material change in the Tenderer's REOI Response, the Tenderer must set this out in detail in the table below.

The Evaluation Team may regard a Tender which does not continue to meet the Threshold Evaluation Criteria or in the Evaluation Team's view materially deviates from the representations in the Tenderer's EOI Response as non-conforming and, in the Evaluation Team may in its absolute discretion exclude the Tender from evaluation or from further evaluation against the remaining Assessment Criteria.

TC1 - Prequalification	Yes/No
<p><b>Part A.</b> The Tenderer must be prequalified with the ACT Government to at least the National Prequalification System (NPS) levels F50, R4 and B1 as at the RFT Closing Time and Date.</p> <p>You do not need to supply a copy of your Certificate; the Territory will verify your prequalification status when assessing this Response.</p>	<input type="checkbox"/> Yes / <input type="checkbox"/> No
<p><i>[Please select Yes to confirm the Tenderer continues to hold the required prequalification. If No, please provide further details/explanation HERE if required]</i></p>	
<p><b>Part B.</b> The Tenderer must demonstrate financial capacity of the Tenderer (or relevant risk bearing entities) to undertake a project of this nature and scale.</p> <p>Tenderers must:</p>	
<p>a. Provide three years of audited Financial Statements for all relevant entities</p>	<input type="checkbox"/> Yes / <input type="checkbox"/> No
<p><i>[Please select Yes to confirm no change from the Tenderer's EOI Response. If No, please provide further details/explanation HERE if required]</i></p>	

TC1 - Prequalification	Yes/No
<p>b. Disclose any matters current or pending that may impact their financial capacity, including projects currently being tendered for or recently awarded.</p>	<input type="checkbox"/> Yes / <input type="checkbox"/> No
<p><i>[Please select Yes to confirm no change from the Tenderer's EOI Response. If No, please provide further details/explanation HERE if required]</i></p>	
TC2 – Industrial Relations and Regional Contribution	Yes/No
<p><b>Part A. Secure Local Jobs Code Certificate</b></p> <p>The Tenderer must hold a Secure Local Jobs Code Certificate (Certificate) as at the RFT Closing Time and Date.</p> <p>Note: Should the Tenderer fail to hold a Certificate the Response cannot be accepted.</p> <p>You do not need to supply a copy of your Certificate; the Territory will verify your certification status when assessing this Response.</p> <p><i>* Note – Under the Secure Local Jobs Code any subcontractor engaged to perform "Territory Funded Work" (as defined in the Government Procurement Act 2001) will also be required to hold a Secure Local Jobs Code Certificate. Tenderers are encouraged to note in their Response the subcontractors it intends to engage for Territory Funded Work, and whether they hold current Secure Local Jobs Code Certificate, noting that commencement of work by those subcontractors will be conditional on holding a Secure Local Jobs Code Certificate.</i></p>	<input type="checkbox"/> Yes / <input type="checkbox"/> No
<p><i>[Please select Yes to confirm the Tenderer continues to hold a Secure Local Jobs Certificate. If No, please provide further details/explanation HERE if required]</i></p>	
<p><b>Part B. Labour Relations, Training and Workplace Equity Plan</b></p> <p>The Tenderer must submit a Local Industry Participation Plan and Labour Relations, Training and Workplace Equity Plan (LRTWE) with its Response using the applicable template available at <a href="https://www.procurement.act.gov.au/securelocaljobs">https://www.procurement.act.gov.au/securelocaljobs</a>.</p> <p>Note: The Plan must be completed in full with no omissions. A Response whose Plan fails to meet this requirement will be considered non-conforming.</p>	<input type="checkbox"/> Yes / <input type="checkbox"/> No
<p><i>[Please select Yes to confirm the Tenderer has provided an updated LRTWE. If No, please provide further details/explanation HERE if required]</i></p>	
<p><b>Part C. Ethical Suppliers Declaration - Tender</b></p> <p>Tenderers are to complete and submit an Ethical Suppliers Declaration – Tender in the form of Returnable Schedule 4.</p> <p>The contents of the Declaration and, without limitation to any other part of the Response, any other information made available to the Territory referable to the work health and safety and employment and industrial relations performance and record of the Tenderer and any Associated Entity of the Tenderer (as defined in the Declaration) may be considered by the Territory as part of its assessment of Responses.</p>	<input type="checkbox"/> Yes / <input type="checkbox"/> No

TC1 - Prequalification	Yes/No
<i>[Please select Yes to confirm the Tenderer has provided an updated Ethical Supplier Declaration. If No, please provide further details/explanation HERE if required]</i>	

### 3.3.3. Weighted Evaluation Criteria

Tenders that have been submitted for further evaluation will be assigned a numerical score based on assessed risk and weighting of each Weighted Assessment Criteria using the scoring approach in the Risk Rating Table attached to this Evaluation Plan. The Evaluation Team will reach a consensus score for each Tender. The overall score is the cumulative total of individual weighted criteria multiplied by their respective score.

The Tenders will then be initially ranked based on the total score for the Weighted Evaluation Criteria. This initial ranking will be noted in the relevant reports.

Where any Tender receives an unacceptably low score (generally of 3 or below but may vary according to the nature and relative importance of the criterion), for any individual criterion, this may be taken into account as a risk in the evaluation, including whether the Evaluation Team considers the Tenderer represents an unacceptable risk to the Territory.

In scoring the Tenders, the Evaluation Team may take into account the results of any enquiries of referees during the course of its assessment.

The table below outlines the Weighted Evaluation Criteria. It is noted that the weightings for WC4 and WC5 reflect the previous evaluation of these criteria during the REOI stage.

WEIGHTED ASSESSMENT CRITERIA		Weighting (%)	Returnable Schedule
<b>WC1</b>	<p><b>Demonstration that the Project will be successfully delivered within the timeframes contemplated in section Error! Reference source not found., including:</b></p> <ul style="list-style-type: none"> <li>a. Provide a detailed tender program for the Project, incorporating the requirements of clause 22.2 of the Contract;</li> <li>b. Describe critical activities and methods of achieving Completion of the Works and each Milestone by the relevant Contractual Completion Date;</li> <li>c. Demonstrate a clear understanding of the specific staging of construction, approvals, utilities services and traffic management required to complete the Works by the relevant Contractual Completion Date;</li> <li>d. Concept methodology for completion of the Works as well as understanding of the construction processes including demolition, temporary works, services location,</li> </ul>	25	<ul style="list-style-type: none"> <li>• 7A - Initial Project Management Plan</li> <li>• 7B - Initial Construction Program</li> <li>• 7C - Initial Construction Methodology</li> <li>• 7D - Initial Construction Transport Management Plan</li> <li>• 7E - Initial COVID-19</li> </ul>

WEIGHTED ASSESSMENT CRITERIA		Weighting (%)	Returnable Schedule
	<p>construction staging, construction under heavy traffic, temporary traffic management, traffic switches and night/weekend works; and</p> <p>e. Outline the key risks to achieving Completion of the Works and each Milestone by the relevant Contractual Completion Date, including but not limited to a discussion on impacts of and mitigation associated with COVID-19.</p> <p><i>Note: Previous performance information held by the Territory may also be considered (if available) and the assessment will include consideration of any other significant risks associated with the delivery of this Project.</i></p>		Management Plan
WC2	<p><b>Demonstrated understanding of the Project requirements, including the specification, Contract and approval requirements and key Project considerations, including having regard to:</b></p> <p>a. A succinct appreciation of the task, potential project specific risks and how the risks will be managed during the Project;</p> <p>b. Stakeholder management with specific responses outlining your understanding of the methodology and risk management associated with impacted parties both private and public, including liaison with adjacent projects and adjacent community;</p> <p>c. Demonstrated understanding of and approach to achieving the Principal's Digital requirements for the Project;</p> <p>d. Demonstrated understanding of and approach to achieving the environmental and sustainability requirements of the Project; and</p> <p>e. Opportunities for improved sustainability through the construction processes that may be implemented on this Project.</p>	25	<ul style="list-style-type: none"> <li>• 8A - Initial Construction Environmental Management Plan</li> <li>• 8B - Initial Sustainability Management Plan</li> <li>• 8C - Environmental Management</li> <li>• 8D - Initial Communications and Stakeholder Engagement Plan</li> <li>• 8E - Initial Commissioning and Handover Plan</li> <li>• 8F - Initial Digital Execution Plan</li> </ul>
WC3	<b>Demonstrated technical and managerial skills, experience and resourcing of the proposed project</b>	20	<ul style="list-style-type: none"> <li>• 9A - Key People</li> </ul>

WEIGHTED ASSESSMENT CRITERIA		Weighting (%)	Returnable Schedule
	<p>team, including key people, back up personnel and sub consultants to deliver this Project, on time and on budget.</p>		<ul style="list-style-type: none"> <li>• 9B - Sub contractor details</li> </ul>
WC4	<p><b>Demonstrated workplace health and safety systems</b> Tenderers must provide a response to each of the two parts that form this weighted assessable criterion by <i>providing an update to the information provided in the EOI Response</i>. Each part is separately scored at 50% of the total weighting for this Weighted Assessment Criteria.</p> <p><b>A. Regulatory compliance</b> Tenderers are to identify and explain their response to all notices, enforceable undertakings, prosecutions, WorkSafe ACT (or equivalent State Regulator) actions issued since the EOI Response; and whether the Regulator has issued any comments to the Tenderer.</p> <p><b>B. Implementation of a WHS site management system</b> Tenderers are to demonstrate that their internal personnel have experience in implementing a WHS site management system, and that they have implemented a relevant WHS site management by providing an <i>updated draft WHS Management Plan showing any changes from the plan submitted with the EOI Response in tracked changes and reflecting the requirements of the Contract (including the Principal's Documents)</i>.</p>	15	<ul style="list-style-type: none"> <li>• 10A - Regulatory Compliance</li> <li>• 10B - Implementation of WHS Site Management System</li> </ul>
WC5	<p><b>A. Secure Local Jobs Code – Labour Relations, Training and Workplace Equity Plan</b> Tenderers must complete and submit an <i>updated Labour Relations, Training and Workplace Equity Plan (LRTWEP) by showing any changes from the plan submitted with the EOI Response in tracked changes</i>. The plan must continue to be completed using the relevant template plan available at: <a href="https://www.procurement.act.gov.au/supplying-to-act-government/securelocaljobs/resources">https://www.procurement.act.gov.au/supplying-to-act-government/securelocaljobs/resources</a></p> <p>The Territory will assess the extent to which the plan demonstrates how the business will support employment security, health and wellbeing, diversity, and career development for workers. The plan must have been developed in consultation with the business's employees and include a statement about how this has been done.</p>	15	<ul style="list-style-type: none"> <li>• 11A - LRTWE &amp; LIPP</li> <li>• 11B - Draft Implementation Plan</li> </ul>

WEIGHTED ASSESSMENT CRITERIA	Weighting (%)	Returnable Schedule
<p>For further information see:</p> <p><a href="https://www.procurement.act.gov.au/supplying-to-act-government/securelocaljobs">https://www.procurement.act.gov.au/supplying-to-act-government/securelocaljobs</a></p> <p><b>B. Local Industry Participation</b></p> <p>The Territory will assess the extent to which the Tenderer has demonstrated that it will ensure capable local businesses are given full, fair and reasonable opportunity to participate in the delivery of the Project. Tenderers must complete and submit <i>an updated Local Industry Participation Plan (LIPP) showing any changes from the LIPP submitted with the EOI Response in tracked changes</i>. The LIPP must continue to be included in the applicable LRTWE template referenced in Part A.</p> <p><b>C. Draft Implementation Plan</b></p> <p>With reference to the submitted LIPP &amp; LRTWEP above, <i>Tenderers must provide an updated draft Implementation Plan showing any changes from the plan submitted with the EOI Response in tracked changes</i>. The Plan must demonstrate how the Tenderer will seek to deliver, through measurable targets to be included in the contract, the Government Procurement (Charter of Procurement Values) Direction 2020, diversity and social procurement outcomes for the Territory including but not limited to:</p> <ul style="list-style-type: none"> <li>• ACT Aboriginal and Torres Strait Islander Procurement Policy through providing opportunities for Aboriginal and Torres Strait Islander enterprises as subcontractors. Refer: <a href="https://www.procurement.act.gov.au/policy-and-resources/procurement-from-aboriginal-and-torres-strait-islander-organisations">https://www.procurement.act.gov.au/policy-and-resources/procurement-from-aboriginal-and-torres-strait-islander-organisations</a></li> <li>• Second Women’s Action Plan through inclusion of women in the head contractor management and site team as well as in the subcontractor teams. Refer: <a href="https://www.communityservices.act.gov.au/women/womens-plan-2016-26/second-action-plan-2020-22">https://www.communityservices.act.gov.au/women/womens-plan-2016-26/second-action-plan-2020-22</a></li> <li>• Employment of culturally and linguistically diverse persons, disadvantaged persons, older and younger workers (people under 25 / over 55 years old), apprentices, cadets and graduates by the head contractor and subcontractors.</li> <li>• Ethical engagement including the elimination of modern slavery.</li> </ul>		



### 3.3.4. Non-Weighted Evaluation Criteria

Tenders that have been submitted for further evaluation will be assessed against the following Non-Weighted Assessment Criteria.

At the conclusion of the assessment of the Non-Weighted Assessment Criteria Tenders will be assigned a ranking against each Non-Weighted Assessment Criteria based on assessed cost and risk.

NON-WEIGHTED ASSESSMENT CRITERIA		Returnable Schedule
NWC1	<p><b>Financial</b></p> <p>The Territory will assess the Tendered Contract Price and the tendered rates and prices for the purposes of valuations under the Contract.</p> <p><i>Note: The assessment may include analysis of the rates in the Pricing Schedule, affordability, sensitivity analysis of costs involving the extension of provisional quantities and/or potential variations, risk adjustment, including having regard to any changes proposed to the Contract by the Territory and the Tenderer's delivery methodology, program, resourcing, payment milestones and security.</i></p>	12 - Pricing Schedule
NWC2	<p><b>Degree of compliance with the Territory's preferred form of contract</b></p> <p>The extent to which the Tenderer complies with the Contract issued with the RFT, and the level of risk, assessed by MPC, relating to the any proposed qualifications proposed by the Tenderer and, the negotiation of any changes to the Contract acceptable to the Territory.</p>	13 - Contract changes

### 3.3.5. Overall Evaluation

Following the evaluation of Tenders against the Assessment Criteria, the Territory may undertake an overall value for money assessment of all Tenders, including taking into account:

- a) risk (which may include, without limitation, financial risk and risk arising as a result of the Tender being assessed as an unacceptably high risk against any Assessment Criteria);
- b) the results of the evaluation against the Assessment Criteria;
- c) whole of life (WOL) costs; and
- d) any other matter set out in, or relevant to, the *Government Procurement Act 2001* (ACT).

Following assessment of Tenders against the Weighted Evaluation Criteria, the Evaluation Panel will determine the overall final ranking of the Tenderers.

The overall final rankings of the Tenderers will be used to select the recommended successful Tenderer (and any preferred Tenderer(s) if applicable). Whether or not to recommend one or more preferred Tenderers is at the discretion of the Evaluation Team.

## 4. EVALUATION REPORT AND LETTERS OF DECLINE / DEBRIEFINGS

### 4.1. Evaluation Team Report

The Evaluation Team will prepare the following information for inclusion with the evaluation report:

- e) background to the process;
- f) advice received from Specialist Advisors, including technical analysis;
- g) the score for the WHS criterion as provided by the WHS Superintendent of Works (or Delegate);
- h) the evaluation process, including comments (strengths and weaknesses) and scores against each Weighted Evaluation Criterion;
- i) the initial weighted score of each Tenderer;
- j) the evaluation process, including comments (strengths and weaknesses) against each Non-Weighted Evaluation Criterion;
- k) the overall evaluation and qualitative assessment and any amendments to the initial weighted score of each Tenderer;
- l) consideration of confidential text;
- m) identification of any issues which should be resolved for the shortlisted Tenderers; and
- n) recommendations to the Delegate.

### 4.2. Letters of Decline / Debriefings

Subsequent to the finalisation of contract negotiations with the successful Tenderer, all shortlisted Tenderers will be advised in writing by the Transaction Manager of the outcome of the RFT evaluation process.

Upon request to the Transaction Manager, Tenderers will be debriefed by the Project Director or delegate with Probity Advisor presence in respect of the evaluation process and methodology. The Evaluation Report is not to be made available to any Tenderer.

Letters of decline and debriefings will comply with the requirements outlined in Procurement Circular 2007/05 Debriefing Unsuccessful Tenderers.

## ATTACHMENT A - EVALUATION RESPONSE RISK RATING TABLE

Descriptor	Sample Commentary	Rating
Superior	Highly convincing and credible. Tender demonstrates superior capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. Comprehensively documented with all claims fully substantiated. Low risk.	10
Outstanding	Highly convincing and credible. Tender demonstrates outstanding capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. Documentation provides complete details. All claims adequately demonstrated and substantiated. Low risk.	9
Excellent	Tender complies, is convincing and credible. Tender demonstrates excellent capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. Some minor lack of substantiation but the Tenderer's overall claim is supported. Low risk.	8
Very Good	Tender complies, is convincing and credible. Tender demonstrates very good capability, capacity and experience, relevant to, or understanding of, the requirements of the Evaluation Criterion. Minor uncertainties and shortcomings in the Tenderer's claims or documentation. Low risk.	7
Good	Tender complies and is credible but not completely convincing. Tender demonstrates adequate capability, capacity and experience, relevant to, or understanding of, the requirements of the Evaluation Criterion. Tenderer's claims have some gaps. Low risk.	6
Adequate	Tender has minor omissions. Credible but barely convincing. Tender demonstrates only a marginal capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. Medium risk.	5
Reservations	Barely convincing. Tender has shortcomings and deficiencies in demonstrating the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. Medium risk.	4
Poor	Unconvincing. Tender has significant flaws in demonstrating the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. High risk.	3
Very Poor	Unconvincing. Tender is significantly flawed and fundamental details are lacking. Minimal information has been provided to demonstrate the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. High risk.	2
Inadequate	Tender is totally unconvincing and requirements have not been met. Tender has inadequate information to demonstrate the Tenderer's capability, capacity and experience relevant to, or understanding of, the requirements of the Evaluation Criterion. High risk.	1
Not Acceptable	Tenderer was not evaluated as it did not provide any requested information and/or contravened nominated restrictions. Extreme risk.	0

## ATTACHMENT B - ITW PROTOCOL

Probity Protocol: Interactive Tenderer Workshops – Territory participants

### 1. Purpose of this Probity Protocol

- 1.1 This Probity Protocol provides guidance to all Territory representatives (whether Territory executives, officers and employees, or consultants, advisors or contractors engaged by the Territory) (Territory participants), who will be attending or participating in the Interactive Tenderer Workshops (Workshops) with tenderers to be held during the Request for Tender (RFT) stage of the Raising London Circuit procurement process (Procurement Process).

### 2. Active procurement

- 2.1 The Territory is in an active Procurement Process and probity must therefore be given the highest priority.
- a. For Territory staff, you are reminded of the range of your obligations as public servants under the *Public Sector Management Act 1994* including duties not to disclose confidential information and a positive duty to disclose any conflict of interest.
  - b. For those Territory participants who are not employed by the Territory, you are reminded of your undertaking in the written acknowledgement of confidentiality and declaration of conflicts of interest provided in this Procurement Process.
- 2.2 You have already signed a conflict of interest declaration in the appropriate form. If you identify any new actual, potential or perceived conflict(s) at any time during the procurement but particularly during the conduct of the tenderer-facing Workshops, please contact the Chair of the TET and/or the Probity Advisor as soon as possible so it can be assessed and, if necessary, managed.

### 3. Attendance at Workshops

- 3.1 Attendance of TET members and specialist advisors and support personnel is at the discretion of the Chair of the TET, with the exception of the Probity Advisor who should be in attendance at all Workshops. Specialist advisors and support personnel must have provided a written acknowledgement of confidentiality and declaration of conflicts of interest in the appropriate form before attending any Workshops.

### 4. Purpose of Workshops

- 4.1 The purpose of the Workshops is to engage with the shortlisted tenderers to ensure they are developing their Tenders consistently with the requirements set out in the released RFT and in a way which will not be considered unacceptable to the Territory when submitted within the Tenderers' respective tender in the RFT stage of the Procurement Process.
- 4.2 The participation in, and discussions arising out of, the Workshops will not be evaluated. However, as the Workshops take place during an active Procurement Process and the information exchanged at the Workshops may feed into the development of the Tenderers' respective Tenders (which will be evaluated), probity dictates that all Territory participants must act with appropriate regard to the principles of fairness and confidentiality, in order to maintain competition amongst the shortlisted Tenderers.

- 4.3 Tenderers should be afforded an equal opportunity to engage with the Territory through the Workshops, although it is a matter for each Tenderer as to how they utilise the opportunity that it is given to participate in each session.
- 4.4 That said, Tenderers should not be permitted to use the Workshops to obtain an unfair advantage in the active Procurement Process.

## 5. Workshop dos and don'ts

- 5.1 In order to achieve the purpose of the Workshops, Territory participants should not:
- a. provide any form of endorsement or any approval of concepts or provide any comment on other issues raised by the Tenderer during the Workshops other than by reference to the RFT and/or the Territory's requirements in this Project. In other words, you should remain objective and avoid the use of emotive or subjective language such as "we really like this aspect of your proposal" or "we think this aspect is very poor", as such language provides feedback on the quality of the design rather than compliance with the RFT and/or Territory's requirements.
  - b. direct Tenderers or provide solutions – your comments should be restricted to what they have put forward. As such, you should avoid language like "we would like it much more if it could just do this – can you do that for us".
  - c. make reference to a solution put forward or foreshadowed by another Tenderer or any aspect of another Tenderer's proposal.
  - d. enter into a dialogue with each other about the merits of a solution in front of the Tenderer's representatives. If you need some room to discuss, it is best for the Territory participants to retire to a separate room to consider and discuss information without the Tenderer personnel being present and to agree the responses to be provided to the tenderer on issues discussed during the Workshop, if any.
  - e. accept any hand-out material or information storage devices from the Tenderer(s) at the end of a Workshop unless expressly agreed by the Chair of the TET or their delegate(s).
  - f. not speak with the Tenderer's representatives about their design proposal or Tender in any breaks during the Workshops, or before and after the sessions. You should confine any discussion during those times to social courtesies and not stray into matters related to the RFT or the Procurement Process.
- 5.2 Where the Territory participants are unsure whether a specific concept complies with the RFT or is acceptable to the Territory (for example, due to the level of detail provided or due to the limited time that the Territory has to review the information provided) the Chair of the TET or their delegate may direct the Tenderer's attention to the specific requirements of the RFT.

## 6. Clarifications, provision of feedback and information

- 6.1 During each Workshop, Tenderers may seek clarification on issues related to the preparation of their Tender, the extent to which their proposed solutions comply with the Territory's requirements and/or the RFT, the extent to which its proposed solutions and concepts address the requirements of the Territory and/or the RFT, and on specific issues relating to information set out in the RFT.
- 6.2 To ensure consistency in messaging, fairness among the shortlisted Tenderers and appropriate consideration of the suitability of feedback provided to Tenderers by the Territory, only the Chair of the TET or their delegate(s) may relay responses to such clarifications, questions or

comments or provide feedback directly to the Tenderers. This applies both during, and before and after, the Workshops.

- 6.3 Other Territory participants must not relay responses to clarifications, questions or comments or provide feedback directly to the Tenderers during the Workshops without an express invitation and delegation from the Chair.
- 6.4 In any event, caution should be exercised to ensure, amongst other things, that the Territory participants do not frame questions or answers in a way that unfairly advantages a particular tenderer.
- 6.5 Any clarifications sought by a Tenderer during a Workshop which cannot be fully and accurately answered by the Territory should be taken on notice and answered subsequently.
- 6.6 The Territory may also decline to discuss any or all issues raised by the Tenderer either during, before or after a Workshop, whether because such issues are outside of the stated purpose of the Workshop or for another reason.
- 6.7 When seeking clarifications, Tenderers will be asked to indicate whether a particular clarification contains commercially sensitive information. If the Tenderer indicates that it does but the Territory does not agree, the Tenderer will have an opportunity to withdraw that clarification.
- 6.8 Any clarifications sought and clarification responses provided which do not contain commercially sensitive information or information specific only to the respective Tenderer should, if relevant, be provided to all other shortlisted Tenderers. This should be relayed by the Contact Officer for the RFT as soon as possible after the information was provided to the first Tenderer.
- 6.9 Subject to clause 6.8, any additional information about the Procurement Process, the Territory's requirements for the Project, and any other matter relevant to the Tenderers' development of their respective Tenders (even if not strictly speaking a clarification response) provided to one Tenderer must be, in the interests of maintaining fairness, provided to all other shortlisted Tenderers. This should be relayed by the Contact Officer for the RFT as soon as possible after the information was provided to the first Tenderer.

## 7. Treatment of sensitive commercial information

- 7.1 The Tenderers participating in the Workshops may present sensitive commercial information to you during the sessions. As that information has/may have a commercial value which may be lost if disclosed, it is important that you do not disclose that information:
  - a. more broadly; or
  - b. to their competitors.
- 7.2 Such disclosure could potentially expose the Territory to legal action and you to a breach of your confidentiality obligations.
- 7.3 Specifically, you should not disclose any of the information provided to you in the Workshops to any person unless they:
  - a. are a Project Participant as defined in the Probity Plan;
  - b. have a "need to know" or a legal entitlement to know; and
  - c. have signed a written acknowledgement of confidentiality and declaration of conflicts of interest in the appropriate form for the Procurement Process.

7.4 If you are uncertain about whether particular material or information is sensitive commercial information, please speak to the Chair of the TET in the first instance.

## 8. Gifts, hospitality, benefits, inducements, etc

8.1 You must not seek or receive from any tenderer or another person:

- a. any gifts, hospitality or other benefits (whether ranging from the apparently trivial to the very valuable); or
- b. any inducement, or anything that may reasonably be considered to be an inducement referable to the Procurement Process.

## 9. Contacts

For further information, please contact the Chair of the TET or the Probity Advisor:

Schedule 2.2(a)(ii)

Probity Advisor, Sparke Helmore Lawyers

Schedule 2.2(a)(ii)

Schedule 2.2(a)(ii)



**ACT**  
Government



***Attachment D – PROBITY REPORT***

# Probity Report

## ACT Government represented by Major Projects Canberra

### Light Rail Stage 2

### Raising London Circuit – Main Works

Request for Tender number 58206.RFT.002

Probity Adviser – **Schedule 2.2(a)(ii)** Sparke Helmore Lawyers

**1 April 2022**

#### Canberra

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Schedule 2.2

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Partner Responsible:

Schedule 2.2(a)(ii)

[Redacted text block]

Schedule 2.2(a)(ii)

Partner

[Redacted text block]

Schedule 2.2(a)(ii)

Alternate contact:

Schedule 2.2(a)(ii)

Lawyer

Schedule 2.2(a)(i)