



Our ref: CORP F2020/000134  
CORP F2020/000138

BUSINESS SERVICES,  
CORPORATE SERVICES  
Level 15  
25 Grenfell Street  
Adelaide SA 5000  
GPO Box 1671  
Adelaide SA 5001  
DX 667  
Tel 8429 0422  
www.pir.sa.gov.au

2 July 2020

Hon Tony Piccolo MP  
Member for Light  
148 Murray Street  
GAWLER SA 5118

Dear Mr Piccolo

**Determination under the *Freedom of Information Act 1991***

I refer to your application made under the *Freedom of Information Act 1991* which was received by Primary Industries and Regions SA (PIRSA) on 21 April 2020, seeking access to the following:

*"Copies of any and all documents (including but not limited to hard copy or electronic briefings, minutes, reports, emails, letters, meeting agendas, diary entries, event attendance records and any other correspondence) either to or from (directly or indirectly) officials, employees or contractors to all SA government departments, agencies or Statutory bodies, Members of Parliament, the Premier or Ministers of the Crown and their personal staff, members or the public, owners and employees of businesses or commercial operations, officials or elected members of Local Government, regarding the Northern Adelaide Irrigation Scheme (NAIS)."*

*Timeframe: 1/07/2019 to 20/04/2020*

**(CORP F2020/000134)**

I also refer to your application transferred to PIRSA from SA Water on 23 April 2020 seeking access to the above information.

Following communications between PIRSA's Freedom of Information and Privacy Officer and Mr Mark Smith of your office, on 27 April 2020, your applications were revised as follows:

*"Documents consisting of public consultation feedback and advice to and from the Government, the public, local businesses and Members of Parliament, for the procurement of the Commercial and Market Strategy Advisor for defining the market approach for the proposed Northern Adelaide Irrigation Scheme (NAIS) water source in the Barossa Valley."*

*Timeframe: 1/07/2019 to 20/04/2020*

**(CORP F2020/000138)**

As your applications were on hold from the date of receipt until 27 April 2020, the date in which to provide a determination in response to each application was amended to 27 May 2020.

Pursuant to Section 14A of the Freedom of Information Act, an extension to the legislative timeframe in which to provide a determination was extended until 10 July 2020.

Accordingly, the following determination has been finalised.

I have located seventeen documents that are captured within the scope of your requests.

### **Determination 1**

I have determined that access to the following documents is **granted in full**:

Doc No.	Description of document	No. of Pages
1	Media Release dated 21/2/2020 titled "New Barossa water pipeline could see jobs flow"	4
2	Media Release dated 21/2/2020 titled "New Barossa water pipeline could see jobs flow"	2
3	Email from B Carr (Light Regional Council) to D Ryan (SA Water) dated 7/4/2020 re Project Prosperity/EOI for water into Barossa	2
4	Emails between B Paolo (PIRSA) and A Chambers (Edge) dated 21/2/2020 re Media Release – New Water Infrastructure to Barossa	2
5	Email from T Goodes (PIRSA) to D Ryan (SA Water) dated 11/2/2020 re Water supply to Barossa and Eden Valleys	2
6	Email from B Paolo (PIRSA) to A Baum dated 7/4/2020 advising of call for tenders for advisory services for New Water Infrastructure to Barossa	1
7	Email from B Paolo (PIRSA) to J Evans dated 30/3/2020 advising of call for tenders for advisory services for New Water Infrastructure to Barossa	1
8	Email from B Paolo (PIRSA) to J March (Barossa Grape & Wine Association) dated 27/3/2020 advising of call for tenders for advisory services for New Water Infrastructure to Barossa	1
9	Email from B Paolo (PIRSA) to J Conway (ISA), D Lovell (ISA) dated 30/3/2020 advising of call for tenders for advisory services for New Water Infrastructure to Barossa	1
10	Attachment to Documents 6, 7, 8 and 9 – Invitation to Supply	60
11	PIRSA webpage – New Water Infrastructure for the Barossa	2
12	CE Update dated 28/2/2020 re Barossa New Water (BNM)	1
13	Emails between B Paolo (PIRSA) and B Perry (PIRSA - Office of the Minister) dated 25/3/2020 re New water infrastructure to the Barossa proposal	1

16	PIRSA/SA Water Project Sponsors' Meeting 7 – NAIS Strategy, Industry Development, and Customers Meeting Minutes – 3/3/2020	2
17	Meeting Minutes – PIRSA/SA Water Project Sponsors' Meeting 8 – NAIS Strategy, Industry Development, and Customers – 25/3/2020	3

The information removed from Documents 3, 12, 16 and 17 is outside of the scope of your applications.

## **Determination 2**

I have determined that access to the following document is **granted in part**:

Doc No.	Description of document	No. of Pages
14	Email from S Crotti (DTF) to G Davies (PIRSA) dated 30/1/2020 re NAIS 2 initiative	3

The information removed from the above document is pursuant to Clause 7(1)(c) of Schedule 1 of the Freedom of Information Act which states:

### ***“7 – Documents affecting business affairs***

*(1) A document is an exempt document –*

*(c) if it contains matter –*

*(i) consisting of information (other than trade secrets or information referred to in paragraph (b)) concerning the business, professional, commercial or financial affairs of any agency or any other person; and*

*(ii) the disclosure of which –*

*(A) could reasonably be expected to have an adverse effect on those affairs or to prejudice the future supply of such information to the Government or to an agency; and*  
*(B) would, on balance, be contrary to the public interest”*

The information removed pursuant to Clause 7(1)(c) is located on the first page of the attachment to the email titled “NAIS Stage 2 – Procurement Options” and consists of the monetary figure for the “Estimated Value”.

In addressing the public interest test requirement for this exemption, I have balanced the following factors:

*In favour of the public interest:*

- Meeting the objects of the Act favouring access to documents.
- Ensuring optimal use of public resources.
- The importance of transparency and openness and the interest that the public has in the decision-making processes of Government.

*Contrary to the public interest:*

- The matter is subject to a current market process and, accordingly, detail of the estimated value of the procurement is required to be kept confidential.
- The information is regarded as commercially sensitive to the agency at this current time due to the procurement process currently being undertaken.
- The information was documented for internal discussion between relevant public sector agencies for the purpose of considering the procurement options. Disclosure of this estimated figure would be unproductive as it could cause unnecessary concern amongst the tender respondents.

Having considered the various factors weighing for and against disclosure, I have determined that disclosure of this information would, on balance, be contrary to the public interest.

The remaining information removed from Document 14 is outside of the scope of your applications.

### **Determination 3**

I have determined that access to the following document is **refused**:

<b>Doc No.</b>	<b>Description of document</b>	<b>No. of Pages</b>
15	Cabinet document dated 9/1/2020	9

Access to the above document is refused pursuant to Clause 1(1)(c) of Schedule 1 of the Freedom of Information Act which states:

***"1 – Cabinet documents***

*(1) A document is an exempt document –*

*(c) if it is a document that is a copy of or part of, or contains an extract from, a document referred to in paragraph (a) or (b);"*

The document consists of a copy of a submission which was specifically prepared for consideration in Cabinet.

If you are dissatisfied with this determination, you are entitled to exercise your right of review and appeal as outlined in the attached documentation, by completing the "Application for Review of Determination" and returning the completed form to:

Freedom of Information Principal Officer  
Primary Industries and Regions SA  
GPO Box 1671  
ADELAIDE SA 5001



In accordance with the requirements of Premier and Cabinet Circular PC045, details of your application, and the documents to which you are given access, will be published in PIRSA's disclosure log. A copy of PC045 can be found at [http://dpc.sa.gov.au/data/assets/pdf\\_file/0019/20818/PC045-Disclosure-Log-Policy.pdf](http://dpc.sa.gov.au/data/assets/pdf_file/0019/20818/PC045-Disclosure-Log-Policy.pdf)

If you disagree with publication, please advise the undersigned in writing within fourteen calendar days from the date of this determination.

Should you require further information or clarification with respect to this matter, please contact Ms Lisa Farley, Freedom of Information and Privacy Officer on 8429 0422 or email [PIRSA.FOI@sa.gov.au](mailto:PIRSA.FOI@sa.gov.au).

Yours sincerely



Darren Humphrys  
**Accredited Freedom of Information Officer**  
**PRIMARY INDUSTRIES AND REGIONS SA**



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MENU

# STEVEN MARSHALL

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New Barossa water pipeline could see jobs flow (<https://www.premier.sa.gov.au/news/media-releases/news/new-barossa-water-pipeline-could-see-jobs-flow>)

# New Barossa water pipeline could see jobs flow

21/02/2020 | Tim Whetstone MP | Stephan Knoll MP | Better Services

A State Government proposal to shore up water supply to the Barossa will support sustainable agricultural production across the region.

The Marshall Liberal Government is pushing ahead with plans to deliver additional water to the Barossa and Eden Valleys, with initial long-term estimates indicating \$292 million for the state's economy and 1,000 jobs could be generated.

The proposed infrastructure aims to deliver reclaimed water from the Bolivar Wastewater Treatment Plant via existing and new infrastructure, to deliver long-term water security to the region.

<https://www.premier.sa.gov.au/news/media-releases/news/new-barossa-water-pipeline-could-see-jobs-...> 11/05/2020

The State Government has committed \$800,000 to prepare for the expansion of irrigation infrastructure with private sector investment, that includes engaging producers across the region and ensuring economic benefits are maximised.

Minister for Primary Industries and Regional Development Tim Whetstone said this was a breakthrough opportunity to deliver new water infrastructure to the Barossa.

"The State Government's Growth Agenda is committed to ensuring we stay focused on what matters to business, to build confidence and further investment, and address barriers to growth," said Minister Whetstone.

"A key constraint to agricultural productivity and growth is the lack of secure and climate independent water, and new water infrastructure will support primary industries in the Barossa and surrounding areas to meet increasing market demand."

Member for Schubert Stephan Knoll said he was excited to be able to deliver this opportunity for his community, which had been calling for a plan for long-term water security.

"Water security is key to ensuring the future growth and productivity of not only our region, but the state," he said.

"Last year, I was approached by a number of local stakeholders investigating individual projects to shore up water supply, particularly to Eden Valley.

"The Barossa Grape & Wine Association (BGWA) was a key participant in progressing these discussions and providing crucial grassroots evidence, and we have been working closely to arrive at this pathway.

"South Australia, and the Barossa's, wine industry is internationally renowned and this project will be fundamental to promoting long-term sustainability and maintaining the Barossa brand as a great wine producing region.

"A potential infrastructure build of this size is expected to attract significant investor interest.

"Given the expected level of investment needed, and the associated economic benefit locally and to the state, we will be taking a commercial approach to market."

This had dramatically restricted potential yield of Barossa wine grapes, particularly Shiraz, a now globally renowned wine style.

"Currently Barossa delivers 25 per cent of the value of the South Australian wine grape crush, even though we're only 9pc of the volume," he said.

"As well as reducing Barossa's primary reliance on the River Murray, supplementing winter and spring rainfall with fit for purpose reclaimed water from the Bolivar Wastewater Treatment Plant will enable the region's wine grape growers to deliver a more consistent, high quality yield from year to year in a sustainable manner.

"This is hugely important as it enables a consistent supply of wine to Barossa's global markets in North Asia and North America particularly.

"It will also help Barossa's generational grape growing and winemaking families, who are a huge part of our success – and our story – to be more sustainable for many more generations to come."

Providing recycled water to the Barossa area was previously flagged as the second stage of the National Water Infrastructure Development Fund proposal which successfully secured funding to build the current Northern Adelaide Irrigation Scheme.

The process will be led by Primary Industries and Regions SA (PIRSA), with further details to be released in due course.

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(mailto:?subject=New%20Barossa%20water%20pipeline%20could%20see%20jobs%20flow&body=https%3A%2F%2Fwww.premier.sa.gov.au%2Fnews%2Fmedia-releases%2Fnews%2Fnew-barossa-water-pipeline-could-see-jobs-flow)



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South Australia

Premier of South Australia

<https://www.premier.sa.gov.au/news/media-releases/news/new-barossa-water-pipeline-could-see-jobs-flow>

11 May 2020 12:17 pm

# MEDIA RELEASE



Government of  
South Australia

## Hon Tim Whetstone MP

Minister for Primary Industries and Regional Development

## Hon Stephan Knoll MP

Minister for Transport, Infrastructure and Local Government

Minister for Planning

Member for Schubert

Friday 21 February 2020

## New Barossa water pipeline could see jobs flow

A State Government proposal to shore up water supply to the Barossa will support sustainable agricultural production across the region.

The Marshall Liberal Government is pushing ahead with plans to deliver additional water to the Barossa and Eden Valleys, with initial long-term estimates indicating \$292 million for the state's economy and 1,000 jobs could be generated.

The proposed infrastructure aims to deliver reclaimed water from the Bolivar Wastewater Treatment Plant via existing and new infrastructure, to deliver long-term water security to the region.

The State Government has committed \$800,000 to prepare for the expansion of irrigation infrastructure with private sector investment, that includes engaging producers across the region and ensuring economic benefits are maximised.

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"A key constraint to agricultural productivity and growth is the lack of secure and climate independent water, and new water infrastructure will support primary industries in the Barossa and surrounding areas to meet increasing market demand."

Member for Schubert Stephan Knoll said he was excited to be able to deliver this opportunity for his community, which had been calling for a plan for long-term water security.

"Water security is key to ensuring the future growth and productivity of not only our region, but the state," he said.

"Last year, I was approached by a number of local stakeholders investigating individual projects to shore up water supply, particularly to Eden Valley.

"The Barossa Grape & Wine Association (BGWA) was a key participant in progressing these discussions and providing crucial grassroots evidence, and we have been working closely to arrive at this pathway.

# MEDIA RELEASE



Government of  
South Australia

"South Australia, and the Barossa's, wine industry is internationally renowned and this project will be fundamental to promoting long-term sustainability and maintaining the Barossa brand as a great wine producing region.

"A potential infrastructure build of this size is expected to attract significant investor interest.

"Given the expected level of investment needed, and the associated economic benefit locally and to the state, we will be taking a commercial approach to market."

BGWA chief executive James March said the majority of the past 20 vintages had seen significantly lower winter and spring rainfall than the long-term average.

This had dramatically restricted potential yield of Barossa wine grapes, particularly Shiraz, a now globally renowned wine style.

"Currently Barossa delivers 25 per cent of the value of the South Australian wine grape crush, even though we're only 9pc of the volume," he said.

"As well as reducing Barossa's primary reliance on the River Murray, supplementing winter and spring rainfall with fit for purpose reclaimed water from the Bolivar Wastewater Treatment Plant will enable the region's wine grape growers to deliver a more consistent, high quality yield from year to year in a sustainable manner.

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"It will also help Barossa's generational grape growing and winemaking families, who are a huge part of our success – and our story – to be more sustainable for many more generations to come."

Providing recycled water to the Barossa area was previously flagged as the second stage of the National Water Infrastructure Development Fund proposal which successfully secured funding to build the current Northern Adelaide Irrigation Scheme.

The process will be led by Primary Industries and Regions SA (PIRSA), with further details to be released in due course.

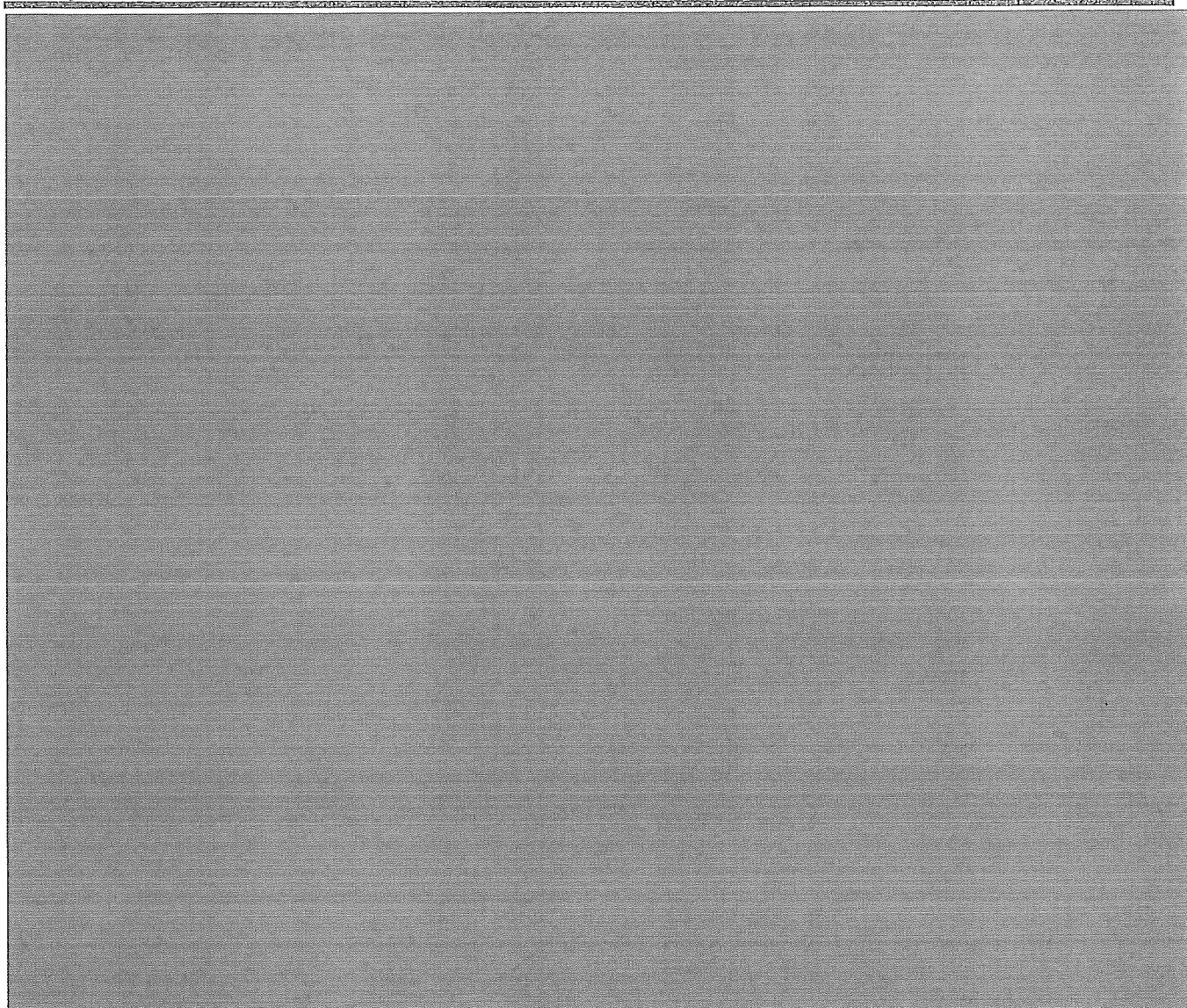
**Media contacts:** Minister Whetstone – Ryan Smith 0466 498 060

Minister Knoll – Carla Wiese-Smith 0448 209 827

Barossa Grape & Wine Association – James March 0409 545 995



Farley, Lisa (PIRSA)



**From:** Brian Carr <[bcarr@light.sa.gov.au](mailto:bcarr@light.sa.gov.au)>  
**Sent:** Tuesday, 7 April 2020 12:51 PM  
**To:** Ryan, David <[David.Ryan@sawater.com.au](mailto:David.Ryan@sawater.com.au)>  
**Cc:** Kieren Chappell <[kchappell@light.sa.gov.au](mailto:kchappell@light.sa.gov.au)>; Eggers, David <[David.Eggers@sawater.com.au](mailto:David.Eggers@sawater.com.au)>  
**Subject:** Project Prosperity

Dear David,

It was nice meeting you and David Eggers last Thursday, it is certainly interesting times for our economy, SA Water and opportunities for growth north of Adelaide.

As discussed, we at Light Regional Council are involved in a Project Steering Group primarily incorporating Barossa Infrastructure Limited (BIL) and Bunyip Water. We are developing a project for supplying water into the Barossa, Eden and Clare Valleys as soon as possible – for economic growth outcomes and job stimulus into ready-to-go international markets (premium wine). Detail on the technical solution is being finalised and is tracking around \$455m in capital cost. This will be available for discussion in the next fortnight.

Our core Project Steering Group has intentions of collaborating with the Barossa Grape & Wine Association and the Clare Valley Grape & Wine Association to finalise principles of governance for a Public Private Partnership (PPP) to implement the project, with the support and involvement of PIRSA and SA Water. This principles paper maybe similar to the attached which was prepared by BIL sometime ago. Our group has now moved on from that in its thinking and would like to present an updated paper.

Whilst we are aware of PIRSA's intention to conduct an EOI for water into the Barossa, we feel that timeframes for accessing Federal Government stimulus funding and getting earliest job outcomes for our economy will be lost if that process takes a conventional path. We would therefore be keen to discuss how our Project Steering Group, which represents the bulk of and critical mass water opportunity in the north, can work with PIRSA and SA Water to realise this potential immediately.

You indicated in our recent meeting that you would table this with PIRSA as a precursor to arranging a joint meeting with key representatives of our Project Steering Group. We look forward to hearing from you on how this went and some potential dates for a Webex meeting or similar.

Kind regards,  
Brian Carr

Brian Carr | Chief Executive Officer



Light Regional Council  
Email: [bcarr@light.sa.gov.au](mailto:bcarr@light.sa.gov.au)  
Tel: 08 8525 3200  
Postal: PO Box 72, Kapunda SA 5373



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Farley, Lisa (PIRSA)

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**From:** Andy Chambers <andy.chambers@edgeenvironment.com>  
**Sent:** Friday, 21 February 2020 6:21 PM  
**To:** Paolo, Bengy (PIRSA)  
**Subject:** Re: Media Release - New Water Infrastructure to Barossa (Edge)

Hi Bengy,

That's fabulous news. Well done, that's a wonderful State initiative.

Thanks for taking time to send this through. I appreciate it.

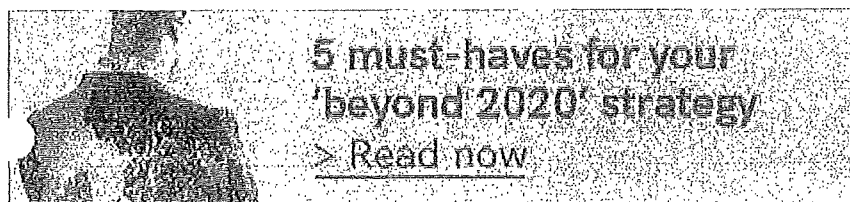
Perhaps a chat over a coffee when you have a few minutes?

Regards  
Andy

Andy Chambers  
Associate



Phone +61 (08) 8232 4823  
Mobile +61 419 817 205  
106 Gilles Street,  
Adelaide SA 5000 Australia  
[andy.chambers@edgeenvironment.com](mailto:andy.chambers@edgeenvironment.com)  
[edgeenvironment.com.au](http://edgeenvironment.com.au)



If you're planning your post-2020 sustainability strategy, don't miss our blog "[5 must-haves for your 'beyond 2020' sustainability strategy](#)".

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**From:** Bengy Paolo <Bengy.Paolo@sa.gov.au>  
**Date:** Friday, 21 February 2020 at 6:13 pm  
**To:** Andy Chambers <andy.chambers@edgeenvironment.com>  
**Subject:** Media Release - New Water Infrastructure to Barossa (Edge)

Hi Andy.

I hope all's well.

Thought you'd be interested in the announcement.

Please find attached, the copy of the media release re Barossa.

Happy to discuss if you wish. We're also working with the Clare Valley Association (meeting regularly).

Regards

Bengy

Bengy Paolo | Director, Major Programs

Rural Solutions SA | Primary Industries and Regions SA - PIRSA  
Government of South Australia | Level 16, 25 Grenfell St  
GPO Box 1671 Adelaide SA 5001  
P: 8 8429 0202 | M: + 61 417 088 379 | W: [www.pir.sa.gov.au](http://www.pir.sa.gov.au)

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Farley, Lisa (PIRSA)

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**From:** Goodes, Tim (PIRSA)  
**Sent:** Thursday, 13 February 2020 10:25 AM  
**To:** Casement, Daniel (PIRSA)  
**Subject:** Fwd: Water supply to Barossa and Eden Valleys

**Tim Goodes**  
 Deputy Chief Executive  
 Primary Industries and Regions SA  
 0401 716 700

Begin forwarded message:

**From:** "Goodes, Tim (PIRSA)" <Tim.Goodes@sa.gov.au>  
**Date:** 11 February 2020 at 12:43:00 pm ACDT  
**To:** "david.ryan@sawater.com.au" <david.ryan@sawater.com.au>  
**Cc:** "Hill, Dallas (PIRSA)" <Dallas.Hill@sa.gov.au>  
**Subject:** Water supply to Barossa and Eden Valleys

Dear David

Welcome to SA!

The Northern Adelaide Irrigation Scheme (NAIS) has been a welcome initiative to both reduce the amount of waste water going into the Gulf from Bolivar, as well as augmenting water for primary production on the Northern Adelaide Plains. The State has contracted with the Commonwealth to deliver infrastructure to produce and supply 12GL of water.

Cabinet has recently provided the Department of Primary Industries and Regions (PIRSA) with funding to ensure the State is ready and able to conduct an appropriate approach to the market to partner as necessary to deliver additional water from Two Wells to the Barossa and Eden Valleys, which will also include increased treatment requirements.

Once government announces this support, which I understand is imminent, there will be pressure to quickly move forward.

I am keen that PIRSA and SAW have an aligned position on the preferred role that SAW would play in the next stage.

To this end, I write to request a meeting to begin these discussions. I am available between 1030 and 1300 tomorrow (Wednesday 12 Feb) or after 1300 on Friday, 14 Feb. Alternatively, Scott Ashby returns from leave next week and could meet with you.

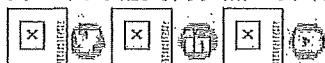
Feel free to call, or alternatively, a time can be set with Dallas Hill at our end on 8429 0786 or the above email. Dallas will organise the rest of our team.

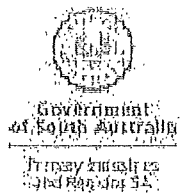
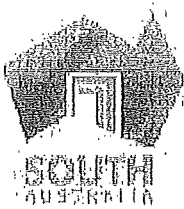
There is a great deal of interest from the wine industry in additional water availability, and we should ensure we are ready to move in a coordinated way.

Thanks

Tim

Tim Goodes A/Chief Executive  
 Primary Industries and Regions SA - PIRSA  
 Government of South Australia  
 GPO Box 1671 Adelaide SA 5001  
 P: +61 8 8429 0786 M: + 61 401 716 700 E: [tim.goodes@sa.gov.au](mailto:tim.goodes@sa.gov.au)





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**Farley, Lisa (PIRSA)**

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**From:** Paolo, Bengy (PIRSA)  
**Sent:** Tuesday, 7 April 2020 11:47 AM  
**To:** 'Anna Baum'  
**Cc:** Lucy O'Brien (Clare Valley Wine Assn); Casement, Daniel (PIRSA); Gerry Davies (PIRSA); Matthew Palmer (PIRSA); Carter, Martin (PIRSA)  
**Subject:** CVWGA: New Water Infrastructure to Barossa - Tender for Advisory Services  
**Attachments:** Part D BNW ITS Response Commercial Services.docx; Part A BNW Procurement Guidelines Commercial Services .pdf; Part B BNW Specifications Commercial Services.pdf; Part C BNW Goods and Services Agreement Commercial Services.pdf

Hi Anna.

Thanks for the discussion earlier. As mentioned we've released a call for tenders for advisory services to keep progressing the work while the impact of COVID-19 is felt in business and the economy.

Attached are the documents which can be accessed on the Tenders SA public website.

The key document to read which provides context for the work is Part B – the specifications. The other attachments are the templates for bidders to complete but I've attached them anyway.

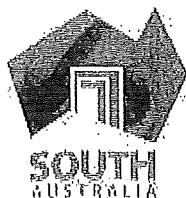
I look forward to our next PIRSA/CVWGA/SA Water meeting on 29 April to keep progressing opportunities to work together on.

Stay well.

Regards  
 Bengy

Bengy Paolo | Director, Major Programs

Rural Solutions SA | Primary Industries and Regions SA - PIRSA  
 Government of South Australia | Level 16, 25 Grenfell St  
 GPO Box 1671 Adelaide SA 5001  
 : 8 8429 0202 | M: + 61 417 088 379 | W: [www.pir.sa.gov.au](http://www.pir.sa.gov.au)



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**Farley, Lisa (PIRSA)**

**From:** Paolo, Bengy (PIRSA)  
**Sent:** Monday, 30 March 2020 6:20 PM  
**To:** 'Jane Evans'  
**Cc:** Gerry Davies (PIRSA)  
**Subject:** New Water Infrastructure to Barossa - Tender for Advisory Services  
**Attachments:** Part D BNW ITS Response Commercial Services.docx; Part A BNW Procurement Guidelines Commercial Services .pdf; Part B BNW Specifications Commercial Services.pdf; Part C BNW Goods and Services Agreement Commercial Services.pdf

Hi Jane.

As discussed earlier, we've released a call for tenders for advisory services to keep progressing the work while the impact of COVID-19 grips business and the economy.

Attached are the documents which can be accessed on the Tenders SA public website.

The key document to read which provides context for the work is Part B – the specifications. The other attachments are the templates for bidders to complete but I've attached them anyway.

Another key aspect of work is the industry piece, which will need to be coordinated. The attached specification includes Barossa and Eden Valley, and the Commercial and Market Strategy Advisory service is to continue the development of new water delivery work that we started, to meet primary industry demand.

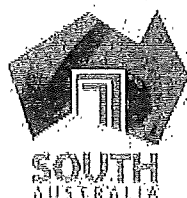
Good luck with the Council regarding the proposal for the water tank. I'll discuss what else may be possible, with our in-house drought program team.

Stay well.

Regards  
 Bengy

Bengy Paolo | Director, Major Programs

Rural Solutions SA | Primary Industries and Regions SA - PIRSA  
 Government of South Australia | Level 16, 25 Grenfell St  
 GPO Box 1671 Adelaide SA 5001  
 P: 8 8429 0202 | M: + 61 417 088 379 | W: [www.pir.sa.gov.au](http://www.pir.sa.gov.au)



Service | Professionalism | Trust | Respect | Collaboration & Engagement | Honesty & Integrity | Courage & Tenacity | Sustainability

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**Farley, Lisa (PIRSA)**

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**From:** Paolo, Bengy (PIRSA)  
**Sent:** Friday, 27 March 2020 3:56 PM  
**To:** James March (Barossa Grape & Wine Assoc)  
**Cc:** Casement, Daniel (PIRSA); Gerry Davies (PIRSA)  
**Subject:** New Water Infrastructure to Barossa - Tender for Advisory Services  
**Attachments:** Part D BNW ITS Response Commercial Services.docx; Part A BNW Procurement Guidelines Commercial Services .pdf; Part B BNW Specifications Commercial Services.pdf; Part C BNW Goods and Services Agreement Commercial Services.pdf

Hi James,

Thanks for calling back and for the discussion.

As mentioned we've just released a call for tenders for advisory services to keep progressing the work while the impact of COVID-19 grips business and the economy.

Attached are the documents which can be accessed on the Tenders SA public website.

The key document to read which provides context for the work is Part B – the specifications. The other attachments are the templates for bidders to complete but I've attached them anyway.

Another key aspect of work is the industry piece with you, and we'll send you information we're drafting up for you to review and input in the new week, to lock that in with you.

Have a good weekend and stay well.

Regards  
Bengy

Bengy Paolo | Director, Major Programs

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## Farley, Lisa (PIRSA)

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**From:** Paolo, Bengy (PIRSA)  
**Sent:** Monday, 30 March 2020 5:44 PM  
**To:** Jeremy Conway (ISA); Lovell, David (ISA)  
**Cc:** Gerry Davies (PIRSA)  
**Subject:** New Water Infrastructure to Barossa - Tender for Advisory Services  
**Attachments:** Part D BNW ITS Response Commercial Services.docx; Part A BNW Procurement Guidelines Commercial Services .pdf; Part B BNW Specifications Commercial Services.pdf; Part C BNW Goods and Services Agreement Commercial Services.pdf

Hi Jeremy and David.

We've released a call for tenders for advisory services to keep progressing the work while the impact of COVID-19 grips business and the economy.

Attached are the documents which can be accessed on the Tenders SA public website.

The key document to read which provides context for the work is Part B – the specifications. The other attachments are the templates for bidders to complete but I've attached them anyway. We've worked them up with DTF and SA Water to date.

Another key aspect of work is the industry piece, and we'll be working with Barossa Grape and Wine Assoc on the industry demand and requirements.

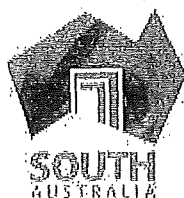
If you'd like to know more please don't hesitate to ask.

Stay well.

Regards  
Bengy

Bengy Paolo | Director, Major Programs

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Government  
of South Australia

**Department of Primary Industries and Regions SA**  
**("Government Agency")**

**Invitation to Supply**

**Structure of Invitation**

- Part A – Procurement Process Guidelines
- Part B – Specification
- Part C – Draft Contract
- Part D – Response



Government  
of South Australia

Part A  
Procurement Process Guidelines  
PIRSA046889



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## REFERENCE SCHEDULE

### 1. Invitation Reference Number

Reference number:	PIRSA046889
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### 2. Government Agency

Name of government agency	Primary Industries and Regions SA (PIRSA)
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### 3. Government Agency's Requirements

Government Agency Requirements	<p>PIRSA requires the provision of commercial and market strategy advice to: secure private-sector delivery of reclaimed water (from SA Water's Bolivar waste water treatment plant) to meet industry demand in the Barossa / Eden Valley (in terms of volume, quality, timing, security, sustainability and price) without State Government subsidy.</p> <p>Commercial and Market Strategy Advisory Services will be expected across two distinct Project Phases:</p> <ul style="list-style-type: none"> <li>• Development of an optimal commercial model;</li> <li>• Market Process and Engagement.</li> </ul> <p>In addition to the above phases, the Commercial and Market Strategy Advisor may also be required to provide general commercial advice.</p> <p>It is proposed that services will be required for the term of the project (approximately 6 months) but may be extended if required.</p> <p>Offers are sought for a specialist supplier able to provide a full suite of commercial and market strategy advice. Individual Offers for specific specialist services will not be considered.</p> <p>Respondents must nominate the person/s proposed for the provision of services, their roles and availability over the project timeframe.</p>
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### 4. Important Dates

Lodgement and Query Dates	
Invitation Issue Date	26 March 2020
Last Queries Date (South Australian Time)	6 April 2020, 4:00pm
Closing Date and Time (South Australian Time)	9 April 2020, 4:00pm
Indicative Timetable	
Completion of evaluation	16 April 2020
Approvals	23 April 2020

Notification to successful Supplier(s)	24 April 2020
Contract executed	1 May 2020
Notification to unsuccessful Supplier(s)	4 May 2020
Contract commencement	4 May 2020

## 5. Offers and Lodgement

Alternative Offers	Alternative Offers may be submitted	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Form of Lodgement</b>		
Form of lodgement	<input checked="" type="checkbox"/> Internet/electronic <input type="checkbox"/> Hardcopy	
Internet/electronic lodgement	Website	<a href="http://www.tenders.sa.gov.au">www.tenders.sa.gov.au</a>
	Other requirements	N/A
Hardcopy lodgement	Location for lodgement	N/A
	Access hours for lodgement	N/A
	Access restrictions for lodgement	
	Information to be marked on Offer	N/A
	Number of hard copies required	N/A
	USB or CD copy of hardcopy documents (Word, Excel, PDF) required Other format requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Offer Validity Period	90 days	

## 6. Contact Person

Name	Gerry Davies
Position	Manager Resources Management
Email	<a href="mailto:gerry.davies@sa.gov.au">gerry.davies@sa.gov.au</a>
Telephone	0410 618 463

## 7. Industry Briefing Session / Site Visit

Industry Briefing session	<input type="checkbox"/> Briefing Session <input checked="" type="checkbox"/> No Briefing Session	
Industry Briefing session details	Time and date	N/A
	Location	N/A
	Registration process	N/A
	Attendance is	N/A
Government Agency Site Visit	<input type="checkbox"/> Site Visit <input checked="" type="checkbox"/> No Site Visit	
Government Agency Site Visit details	Time and date	N/A
	Location	N/A
	Registration process	N/A
	Attendance is	N/A

## 8. Evaluation Criteria

Mandatory criteria	<p><i>Instructions: select from the following options:</i></p> <p><input checked="" type="checkbox"/> Mandatory Criteria</p> <p><input type="checkbox"/> No Mandatory Criteria</p> <p>The mandatory criteria are:</p> <p>Insurance cover</p> <ul style="list-style-type: none"> <li>Public Liability - \$10,000,000 minimum</li> <li>Professional Indemnity - \$10,000,000 minimum</li> </ul>
Weighted criteria	<ul style="list-style-type: none"> <li>Experience in providing Commercial and Market Strategy services for water supply infrastructure and service provision or similar</li> <li>Knowledge of the irrigation water supply sector at a national and/or regional level</li> <li>Experience in evaluation of infrastructure development / service provision proposals</li> <li>Understanding of the relevant legislation, government policy and regulatory frameworks</li> <li>Ability to undertake economic and financial analysis</li> <li>Ability to identify risks &amp; mitigation strategies</li> <li>Capability and capacity to deliver the project outcomes within the indicative timeframe</li> <li>Industry Participation Plan / Employment Contribution Test</li> </ul>
Non-weighted criteria	<p>Non-weighted criteria (in descending order of relative importance):</p> <ul style="list-style-type: none"> <li>Financial viability</li> </ul>

	<ul style="list-style-type: none"> <li>• Risk</li> <li>• Price.</li> </ul>
--	--

## 9. Industry Participation Policy (IPP) Requirements

IPP Requirements	The Metropolitan Economic Contribution Test (ECT) must be completed online at: <a href="https://saipp.sa.gov.au">https://saipp.sa.gov.au</a> .
------------------	--

## 10. Complaints Officer

Name	Toni Woodford
Position	PIRSA Rural Solutions SA, Business Manager
Address	25 Grenfell St, Adelaide, SA 5000
Email	toni.woodforde@sa.gov.au
Phone	08 8429 0630

## 11. Agency Specific Requirements

Agency specific requirements	PIRSA requires that all contracts with suppliers of goods and services include a "White Ribbon Campaign" clause that acknowledges the Government Agency's commitment to a policy of zero tolerance to violence against women in the workplace and the broader community and requires the Suppliers' personnel to comply with the Government Agency's instructions, policies, procedures and guidelines regarding acceptable workplace behaviour.
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## 12. Additional Information

Additional Information	N/A
------------------------	-----

## INVITATION

### 1.1 Government Agency's Requirements

The Government Agency invites You to make an Offer in accordance with this Invitation for the provision of the Government Agency's Requirements.

### 1.2 Additions and Amendments

The Government Agency may amend or add to the information in this Invitation or the Specifications at any time before the Closing Date and Time and may extend the Closing Date and Time to enable You to amend Your Offer.

### 1.3 Accuracy of Invitation

The Government Agency makes no promise or representation that any factual information supplied in or in connection with this Procurement Process or Invitation is accurate.

Information is provided in good faith and the Government Agency will not be liable for any omission from this Invitation.

### 1.4 Your Use of Invitation

Without the express prior written consent of the Government Agency, You must not reproduce, re-advertise and/or in any way use the contents of this Invitation either in whole or in part, other than for the purpose of preparing and lodging an Offer.

### 1.5 Procurement Process does not create a contract

Your participation in this Procurement Process, (including the preparation and lodgement of Your Offer), is at Your sole risk.

Nothing in this Invitation, the Procurement Process, or Your Offer must be construed as creating any binding contract or other legal relationship (express or implied) between You and the Government Agency.

## 2 STRUCTURE OF INVITATION

This Invitation consists of four parts:

#### **Part A Procurement Process Guidelines**

Part A contains general information about the Procurement Process and how You can make an Offer.

#### **Part B Specification**

Part B sets out the Government Agency's Requirements in detail.

#### **Part C Draft Contract**

Part C contains the proposed terms of the contract that may be entered into between You and the Government Agency if Your Offer is successful.

## Part D Response

Part D sets out the format and information that You are required to provide in Your Offer.

You must complete the Part D Response Schedule.

## 3 COMMUNICATION

### 3.1 Contact Person

You may only communicate with the Contact Person about this Invitation.

### 3.2 Requests for Clarification

Up to and including the Last Queries Date, You may submit a query or request for further information in writing to the Contact Person.

The Government Agency does not guarantee that it will respond to any query, particularly queries received after the Last Queries Date.

The Government Agency reserves the right in its' discretion to inform all other Suppliers of any question or matter You raise and the response given (but may choose not to do so).

The Government Agency is not obliged to consider any clarification from You that it considers to be unsolicited or otherwise impermissible.

Additional information about this Invitation may be made available at the tenders page of the SA Tenders and Contracts website ([www.tenders.sa.gov.au](http://www.tenders.sa.gov.au)).

### 3.3 Industry Briefing and Site Visits

If specified in the Reference Schedule the Government Agency will hold an industry briefing session/site visit related to the Government Agency's Requirements.

Your attendance is required where the industry briefing session/site visit is specified as mandatory in the Reference Schedule.

If You fail to attend a mandatory industry briefing session/site visit, the Government Agency may exclude You from further consideration.

## 4 YOUR OFFER

### 4.1 Format of Offer

Your Offer must be completed using the Part D Response Schedule, (unless You are otherwise directed).

Your Offer must:

- a) be in English
- b) be endorsed by an appropriately authorised officer with any alterations or prices clearly and legibly stated and any alterations initialled
- c) quote prices in Australian Dollars that are GST inclusive and, in relation to GST, must state where the GST is applicable and show that amount separately



- d) stipulate fixed prices (unless otherwise specifically required or indicated)
- e) observe word limits where specified as the Government Agency reserves the right to disregard any part(s) of Your Offer that exceed any specified word limit
- f) be concise and only provide what is sufficient to present a complete and effective response.

The Government Agency may disregard any content in an Offer that is illegible.

## **4.2 Conforming Offer**

You must submit a Conforming Offer.

## **4.3 Alternative Offers**

You may also submit an additional Alternative Offer if this option is specified in the Reference Schedule. When submitting an Alternative Offer, You are encouraged to consider innovative ways to deliver the Government Agency's Requirements.

Where You propose an Alternative Offer, You must:

- a) identify, in detail, the proposed alternative approach or solution
- b) specify how the Alternative Offer differs from the Conforming Offer (including the effect(s) on any pricing)
- c) state the reasons for each instance of change
- d) demonstrate how the Alternative Offer is beneficial to the Government Agency.

## **4.4 Cost of Preparing Your Offer**

You are responsible for the cost of preparing and submitting Your Offer(s) and all other costs arising from Your participation in the Procurement Process.

# **5 LODGING AN OFFER**

The Closing Date and Time for lodging Your Offer(s) is nominated in the Reference Schedule.

The Government Agency may extend the Closing Date and Time in its absolute discretion.

## **5.1 Internet**

If You are lodging an Offer via the Internet You must satisfy the requirements for Internet lodgement specified in the Reference Schedule.

You must virus check any Offer (including all constituent files and/or documents) before lodging via the internet.

You are encouraged to lodge Your Offer at least two hours before the Closing Date and Time.

Where an Offer is lodged via the Internet, each lodgement will be regarded as full and complete. If You need to modify a single document or a group of documents, You will need to submit all documents again.

Offer(s) lodged via the Internet cannot exceed 20MB.

## **5.2 Hardcopy**

If You lodge an Offer in hardcopy You must satisfy the requirements for hardcopy lodgement identified in the Reference Schedule.

Any Offer must be:

- a) prominently endorsed with its Reference Number and the Closing Date and Time
- b) enclosed in a sealed envelope
- c) delivered to the Location by the Closing Date and Time.

You must include the requested number of copies as specified in the Reference Schedule. The copies must be numbered and the original must be clearly marked.

You may lodge an Offer by postal mail but any loss or delay is at Your own risk.

## **5.3 Late Offers**

If an Offer is lodged after the Closing Date and Time, it may be ineligible for consideration unless:

- a) the Government Agency determines in its sole discretion that the Government Agency has caused or contributed to the failure to lodge by the Closing Date and Time; or
- b) the Government Agency decides that exceptional circumstances exist which warrant consideration of the late Offer and that acceptance of the late Offer does not compromise the integrity of the Procurement Process.

## **5.4 Validity**

By lodging an Offer You agree that the Offer will remain open for acceptance by the Government Agency for the validity period specified in the Reference Schedule.

## **5.5 Government Agency's Use of Your Offer Materials**

Upon lodgement, all of Your Offer Materials will become the property of the Government Agency.

Intellectual Property owned by You or any third parties forming part of the Offer Materials will not pass to the Government Agency with the physical property comprising the Offer Materials. However, You acknowledge and agree that You have the authority to grant to the Government Agency an irrevocable, royalty free licence to use, reproduce and circulate any copyright material contained in the Offer to the extent necessary to conduct the Evaluation and in the preparation of any resultant contract.

# **6 CONSORTIA AND SUB-CONTRACTING**

## **6.1 Consortia**

If You are a member of a consortium then your Offer must stipulate which part(s) of the Government Agency's Requirements that each entity comprising the consortium would provide and how the entities would relate with each other to ensure full provision of the Government Agency's Requirements. All consortium members that are not natural persons are to provide details relating to their legal nature and any relevant corporate structure.

The Government Agency will treat You as the preferred contact person for any consortium Offer.

## **6.2 Sub-contracting**

If Your Offer relies on a sub-contracting arrangement, then You must stipulate in Your Offer the tasks that the proposed sub-contractor(s) would undertake. You remain legally responsible for meeting the Government Agency Requirements.

## **7 PROCUREMENT PROCESS CONDUCT**

### **7.1 Your Conduct**

You must:

- a) ensure all communications are undertaken via the Contact Person
- b) declare any actual or potential conflict of interest
- c) not employ or engage the services of any person who has a duty to the Government Agency as an adviser, consultant or employee (or former adviser, consultant or employee)
- d) not offer any incentive to, or otherwise attempt to influence, any employee of the Government Agency or any member of an evaluation team at any time
- e) not engage in any collusive or anti-competitive conduct with any Supplier
- f) comply with all laws in force in South Australia applicable to this Procurement Process
- g) disclose whether You are acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s)
- h) not issue any news releases or responses to media enquiries and questions regarding this Procurement Process or this Invitation without the Government Agency's written approval.

If You act contrary to the expectations outlined above, the Government Agency reserves the right (regardless of any subsequent dealings) to exclude Your Offer from further consideration.

### **7.2 Government Agency Conduct**

The Government Agency will:

- a) preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality)
- b) give Suppliers the opportunity to compete fairly.

### **7.3 Confidentiality**

You must identify any aspect of Your Offer that You consider should be kept confidential including reasons. The Government Agency is not obliged to treat information as confidential and in the absence of any agreement to do so, You acknowledge that the Government Agency has the right to publicly disclose the information.

Any condition in Your Offer that seeks to prohibit or restrict the Government Agency's right to disclose will not be accepted.

Notwithstanding any undertaking regarding confidentiality, by submitting an Offer, You agree that the Government Agency may forward information relating to You or Your Offer to the Australian Competition and Consumer Commission (ACCC) if the Government Agency reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is cartel

conduct or unlawful collusion in relation to this Procurement Process (whether or not the suspicion relates to Your Offer).

Information supplied by or on behalf of the Government Agency is confidential to the Government Agency and You are obliged to maintain its confidentiality. You may disclose confidential information to any person that has a need to know the information for the purposes of submitting Your Offer.

## **8 EVALUATION PROCESS**

### **8.1 Evaluation**

In evaluating Offers the Government Agency will consider:

- a) the Evaluation Criteria
- b) the overall value for money of the Offer
- c) references from referees
- d) any presentations, interviews or site visits
- e) compliance with applicable Government Policies including the South Australian Industry Participation Policy (<http://www.industryandskills.sa.gov.au/industry/south-australian-industry-participation-policy>) applying at the Closing Date and Time (Please see clause 10.1 for further detail about this policy)
- f) any other information that the Government Agency considers relevant.

Where mandatory criteria are specified in the Reference Schedule and Your Offer does not comply with these criteria the Government Agency may choose not to further evaluate Your Offer.

The Government Agency may seek the advice of external consultants to assist the Government Agency in evaluating the Offers.

The Government Agency may in its absolute discretion:

- a) take into account any relevant consideration when evaluating Offers
- b) invite any person or entity to lodge an Offer
- c) allow a Supplier to change its Offer
- d) consider, decline to consider, or accept (at the Government Agency's sole discretion) an Offer lodged other than in accordance with this Invitation
- e) seek further information from You regarding Your Offer including but not limited to requests for additional information or presentations by, or interviews with You or Your key personnel
- f) seek and evaluate relevant financial viability data concerning any Suppliers' business and related entities including seeking any assistance from third party providers
- g) make enquiries of any person or entity to obtain information about any Supplier and its Offer (including but not limited to the referees)
- h) visit facilities operated by any Supplier, proposed subcontractors of any Supplier and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).

## 8.2 Discontinue Process

The Government Agency may decide not to proceed any further with the Procurement Process for the Government Agency's Requirement.

## 8.3 Shortlisting

The Government Agency may choose to short-list some Suppliers and continue evaluating Offers from those short-listed Suppliers. The Government Agency is not at any time required to notify You, any Supplier or any other person or organisation interested in making an Offer of its intentions or decision to short-list.

## 8.4 Negotiation

The Government Agency may choose to:

- a) enter into negotiations with You or any Supplier (including parallel negotiations with more than one Supplier) in order to vary its Offer on grounds of capability / capacity, technical issues, cost, effectiveness, to finalise agreement on the terms of the contract, or any other matters
- b) re-evaluate Offers generally after any negotiation
- c) suspend, discontinue or terminate at any time negotiations with You or any Supplier or any other person or organisation
- d) negotiate with You or any Supplier for the provision of any part of the Government Agency's Requirement and negotiate with any other Supplier with respect to the same or other parts of the Government Agency Requirement and to enter into one or more contracts for part or parts of the Government Agency's Requirement
- e) negotiate at any time with any organisation that is not a Supplier and enter into a contract in relation to the Government Agency Requirement or any part of the Government Agency's Requirement with that organisation on such terms as the Government Agency, at its absolute discretion, considers appropriate
- f) seek best and final offers from all or some of the Suppliers. Irrespective of the Government Agency's right to negotiate and/or seek a best and final offer, You are bound by Your Offer, and if selected, You must be willing to enter into a contract on the basis of Your Offer.

## 8.5 State's Rights

Without limiting any of the rights of the State expressed elsewhere in this Invitation, the State may, at any time, in its absolute discretion and for any reason:

- a) Take into account any relevant consideration when evaluating Responses;
- b) Invite any person or entity to lodge an Response;
- c) Allow an Supplier to change its Response;
- d) Consider, decline to consider, or accept (at the State's sole discretion) a Response lodged other than in accordance with this Invitation, a Response lodged late, or a Response that is otherwise a non-conforming Response;
- e) Seek further information from an Supplier regarding their Response including but not limited to requests for additional information or presentations by, or interviews with the Supplier or their key personnel;

- f) Seek and evaluate relevant financial viability data concerning any Supplier's business and related entities including seeking any assistance from third party providers;
- g) Make enquiries of any person or entity to obtain information about any Supplier and their Response (including but not limited to the referees);
- h) Visit facilities operated by any Supplier, proposed subcontractors of any Supplier and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time);
- i) Vary or amend the Evaluation Criteria at any time without notification;
- j) Vary or amend its evaluation methodology at any time without notification;
- k) Give preference to any one or more of the Evaluation Criteria over other criteria and make its own determination as to the relative trade-offs between criteria;
- l) Accept or reject any Response at any time irrespective of the extent to which it satisfies any of the Evaluation Criteria;
- m) Change the structure or timing of the selection Process or the basis on which the Responses are required, evaluated or accepted;
- n) Provide additional information to any Supplier (whether or not such information is provided to all Suppliers);
- o) Withdraw from discussions with all or any of the Suppliers;
- p) Require additional information from an Supplier (whether or not such requirement is made of other Suppliers);
- q) Terminate further participation in the Procurement Process by any Supplier;
- r) Change this Invitation or the Procurement Process, including, at any stage, cancelling, adding to or amending the information, terms, procedures, evaluation Procurement Process and protocols set out in this Invitation;
- s) Change the basis on which Suppliers may, or are required to, participate in the Procurement Process;
- t) Reject any or all Responses at any time for any reason;
- u) Publish the names of Suppliers, short listed Suppliers or the preferred Supplier(s);
- v) Extend the Closing Date and Time (whether for one or more Suppliers);
- w) Clarify any aspect of a Response before or after the Closing Date and Time;
- x) Negotiate with any one or more Suppliers (or other parties) before the Closing Date and Time;
- y) Negotiate with one or more of the Interested Parties after the evaluation of Responses and to continue to negotiate with one or more of the Suppliers;
- aa) Allow an Supplier to change its Response whether or not the same opportunity is given to all Interested Parties;
- bb) Discontinue negotiations at any time with any Supplier;

- cc) Enter into negotiations with any other person or company (whether or not they are an Supplier);
- dd) Negotiate with any Supplier or any other person for the provision of any part of the Government Agency's Requirements and to negotiate with any other Supplier or any other person with respect to the same or other parts of the Government Agency's Requirements and to enter into one or more contracts for part or parts of the Government Agency's Requirements;
- ee) Abandon all or part of the Procurement Process at any time with or without reasons;
- ff) Initiate any other Procurement Process for requirements the same as or similar to the Government Agency's Requirements;
- gg) Seek the advice of external consultants to assist the State in the evaluation or review of one or more Responses;
- hh) Make enquiries of any person, company or organisation to ascertain information about a Response, an Supplier and any matter related to a Response;
- ii) Consider an incomplete Response;
- jj) Change the identity of the State entity which may enter into the legal documentation for the Government Agency's Requirements or be responsible for management and administration of the Procurement Process and evaluation of Responses; and
- kk) Not proceed with or change the scope of the Government Agency's Requirements.

## **8.6 Contract Formation**

The Government Agency may make partial or multiple awards of contract for selected portions of the Government Agency's Requirement, or accept a portion or the whole of any Offer at the price or prices proposed or subsequently agreed.

No legal relationship will exist between a Supplier and the Government Agency for the supply of the Government Agency's Requirement until such time as a binding contract is executed by both parties.

## **9 COMPLAINTS AND FEEDBACK ABOUT PROCUREMENT PROCESS**

### **9.1 Complaints**

If at any time during the Procurement Process, You consider that You have been unfairly treated, You must first notify the Contact Person in writing.

If the matter is not resolved, You may then contact the nominated Complaints Officer in writing for the issue to be dealt with.

The issue will then be dealt with in accordance with the Government Agency's complaint management process.

## 9.2 Supplier Feedback

You may provide feedback directly to the Government Agency through the Contact Person.

If You access this Invitation via the SA Tenders and Contracts website, You can provide anonymous feedback using the survey tool on the website:

<https://www.tenders.sa.gov.au/tenders/index.do>.

A link to the survey tool is also available on the State Procurement Board website at: <http://spb.sa.gov.au/>

Alternatively, you can gain direct access to the survey here: [https://www.surveymonkey.com/s/SPB\\_Supplier\\_Feedback](https://www.surveymonkey.com/s/SPB_Supplier_Feedback)

Your feedback may be provided, either:

- a) after You have downloaded the Invitation but decided not to proceed with lodging an Offer or
- b) at the end of the Procurement Process following debrief or contract award (as applicable).

If using the survey tool for the first time, additional information about the Supplier feedback initiative is included on both websites.

## 10 GOVERNMENT POLICIES

South Australian Government policies apply to all South Australian Government purchasing and related activities.

### 10.1 South Australian Industry Participation Policy

The South Australian Industry Participation Policy ("IPP") is the high-level framework for delivery of the South Australian Government's objectives including promoting capable businesses based in South Australia being given full, fair and reasonable opportunity to participate in government contracts.

You are required to complete the combined Economic Contribution Test (ECT) and IPP Plan as specified in the Reference Schedule. The IPP and supporting information, including ECT/IPP templates that can be completed and submitted online is available at:

<https://innovationandskills.sa.gov.au/industry/south-australian-industry-participation-policy>

Part D, the Response document, also contains links to the online template that has been deemed as appropriate for the procurement. This decision is based on the IPP thresholds and/or a determination of the potential economic and social benefit for South Australia, or to a specific region, resulting from the procurement. The template specified may fall outside of the stated IPP thresholds; however the specification of the template to be used is not to be taken as a price indication.

The Office of the Industry Advocate (OIA) is available to help You understand how this policy may apply to Your Offer and can also help You to prepare any required IPP documentation. Contact details for the OIA are:

#### Office of the Industry Advocate

Level 13, 99 Gawler Place

ADELAIDE SA 5000

Tel: (08) 8226 8956

Email: [ويا@sa.gov.au](mailto:ويا@sa.gov.au)



## **10.2 Employment of Ex-Government Employees**

Unless an exemption has been granted by the Treasurer, the Government Agency will not accept the services of any former public sector employee, either directly or through a third party, for a period that corresponds with the number of weeks of a targeted voluntary separation package received from the South Australian Government, where such engagement may breach the conditions under which the separation package was paid to the former public sector employee.

## **10.3 Disclosure of Government Contracts**

If a contract is entered into, the Government Agency may disclose that contract and/or information in relation to it in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

## **10.4 Allocation of Risk - Liability**

On 25 July 2016 the South Australian Cabinet approved a policy that for low to medium risk standard government procurement contracts, a supplier's liability will be capped at a multiple of between 1 and 5 of the total contract value with the multiple to be based on a risk assessment conducted by the procuring government agency.

For high risk government procurement contracts, the procuring government agency will conduct a risk assessment and in consultation with SAICORP and the Crown Solicitor's Office, include appropriate clauses dealing with risk and liability based on that risk assessment.

## **10.5 State Federal Cooperation on Trade Practice Matters**

You must submit with your Offer a signed declaration, in the form set out in the Appendix to this Invitation.

If Your Offer is submitted jointly with another party or parties then each party must provide a signed declaration in the form set out in the Appendix to this Invitation.

## **10.6 Agency Specific Requirements**

You are required to comply with any agency specific requirements of the Government Agency if specified in the Reference Schedule.

# **11 GLOSSARY**

## **11.1 Definitions**

In this Invitation, unless the contrary intention is apparent:

- a) "Alternative Offer" is an alternative or innovate offer which provides a value for money solution that meets the Government Agency's Requirements
- b) "Closing Date and Time" means the date and time nominated in the Reference Schedule by which Offers are required to be lodged
- c) "Complaints Officer" means the person nominated in the Reference Schedule authorised to deal with complaints about the Procurement Process
- d) "Conforming Offer" means an Offer by the Supplier that includes all requested information, is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria

- e) "Contact Person" means the person nominated in the Reference Schedule authorised by the Government Agency to communicate with Suppliers about the Procurement Process
- f) "Evaluation" means the process for considering and evaluating Offers in accordance with clause 8.1
- g) "Government Agency" means the agency of the State Government of South Australia conducting the Procurement Process
- h) "Government Agency's Requirement" means the requirements specified in the Invitation, the Specification and the contract
- i) "Intellectual Property" means any patent, copyright, trademark, trade name, design, trade secret, knowhow, semi-conductor, circuit layout, or other form of intellectual property and the right to registration and renewal of the intellectual property
- j) "Invitation" means this document inviting persons to lodge an Offer
- k) "Last Queries Date" means the date nominated in the Reference Schedule as the last date for Suppliers to seek information or clarification of any matters relating to this Invitation
- l) "Mandatory Criteria" means the criteria considered by the Government Agency to be critical and identified in the Reference Schedule
- m) "Offer" means the documents constituting an offer lodged by a Supplier to meet the Government Agency's Requirement in accordance with this Invitation
- n) "Offer Material" means all documents, data, computer programs, computer discs and other materials and things provided by a Supplier in relation to an Offer arising out of this Invitation
- o) "Part" means a part of this Invitation
- p) "Procurement Process" means the process commenced by the issuing of this Invitation and concluding upon the award of a contract (or other outcome as determined by the Government Agency) or upon the earlier termination of the process
- q) "Reference Schedule" means the reference schedule in Part A of this Invitation
- r) "South Australian Time" means the time applicable to South Australia, as defined at <http://www.australia.gov/about-australia/our-country/time>
- s) "Specification" means the information about the Government Agency's Requirement described in Part B
- t) "Supplier" or "You" or "Your" means any person or organisation responding to this Invitation by lodging an Offer.

## APPENDIX: DECLARATION IN RELATION TO UNLAWFUL COLLUSION

Re: Commercial and Market Strategy Services for Development of New Water Infrastructure and Service Provisions to Meet Industry Demand in the Barossa and Eden Valley ("the Procurement")

I, .....of .....  
[insert name and address of declarant]

do hereby declare as follows:

1. I hold the position of .....within ..... ("the Supplier") and that I am authorised to provide this declaration on its behalf.
2. I confirm that the Offer submitted by the Supplier is independent and that there has not been any unlawful collusion with any other Supplier or party in connection with this Procurement Process. This clause does not apply to any formal joint venture contractual arrangement entered into between the Supplier and any other person(s), the details of which have been provided to the Government Agency as part of the Offer submitted by the Supplier.
3. I confirm that the total value of the goods and/or services to be provided by sub-contractors, to the extent known at the time of making this declaration, is \$.....
4. [where that value exceeds either of \$1,000,000 (GST inc) or 25% of the total value of the Offer] Attached hereto is a complete list of all sub-contractors, the value, and the nature of the work to be provided under each sub-contract, to the extent known at the time of making this declaration.
5. I understand that if any part of this declaration is found to be false, the Government Agency reserves the right (regardless of any subsequent dealings) to:
  - terminate negotiations with the Supplier;
  - terminate consideration of the Supplier's Offer; and
  - terminate any contract between the Supplier and the Government Agency in relation to the Procurement without any obligation on the Government Agency to make any payment to the Supplier.

...../...../ 2020  
Signature Date

Note: If your Offer is submitted jointly with another party or parties then each joint respondent must provide a signed declaration in the form set out in this Appendix.





Government  
of South Australia

**Commercial and Market Strategy Advisory Services  
for Development of New Water Delivery to Meet Primary Industry  
Demand in the Barossa and Eden Valley**

**Part B**

**Specification – Goods and/or Services**

**PIRSA046889**

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# 1 INTRODUCTION

## 1.1 PURPOSE

Primary Industries and Regions SA (PIRSA) requires the provision of commercial and market strategy advice to:

- Secure private-sector delivery of reclaimed water (from SA Water's Bolivar waste water treatment plant) to meet primary industry demand in the Barossa / Eden Valley (in terms of volume, quality, timing, security, sustainability and price) without State Government subsidy.

## 1.2 BACKGROUND

PIRSA is an economic development agency responsible for working with the Food, Wine and Agribusiness sector, identified as a focus area for the States' 'Growth State' plan (<https://www.growthstate.sa.gov.au/>) because of its strong potential to meet increasing interstate and global demand, attract investors and leverage comparative advantages.

PIRSA with the assistance of Department of Treasury and Finance (DTF) and in partnership of SA Water (SAW, the wholly government-owned water corporation, responsible for potable water supply and sewerage services) are undertaking the current Approach to Market.

# 2 SCOPE AND CONTEXT

## 2.1 SCOPE

Offers are sought for a specialist supplier able to provide a full suite of commercial and market strategy advice. Individual Offers for specific specialist services will not be considered.

The Commercial and Market Strategy Advisor will be expected to provide advice across two distinct Project Phases:

- Phase 1: Development of an optimal commercial model;
- Phase 2: Market Process and Engagement.

In addition to the above phases, the Commercial and Market Strategy Advisor may also be engaged required to provide general commercial advice.

It is proposed that services will be required for the term of the project (approximately 6 months) but may be extended if required.

Respondents must nominate the person/s proposed for the provision of services, their roles and availability over the project timeframe.

## 2.2 CONTEXT

The Barossa and Eden Valley primary industries are currently constrained by lack of water to increase yields and expand plantings to meet market demand. The importance of this proposal to the wine industry is fundamental to building continued growth and productivity in the sector, and in so doing, support the Government's *Growth State: Our*

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*plan for prosperity.*

As a significant primary product, with all grapes value-added locally, largely regionally based and already amongst the State's largest export products, the development of the wine industry presents significant growth opportunities:

- In 2018-19 South Australia's wine industry generated \$2.27 billion in revenue with wine exports worth \$1.9 billion.
- South Australia's wine industry is internationally renowned for producing premium wines, with the state exporting to more than 100 countries. Maintaining the Barossa Valley brand as a great wine producing region is paramount in maintaining South Australia's strong reputation.
- South Australia is home to all major national industry representative and research bodies, including Wine Australia, the Australian Grape and Wine and the Australian Wine Research Institute — providing leadership in winemaking and viticulture intellect and expertise.

Importantly, effective collaboration with government is crucial to ensure policy and program settings maintain and capitalise on opportunities while continuing to build industry's market position.

South Australia's wines will remain highly sought after into the future, but a variable climate and limited water availability are threatening both the industry's production levels and its existence in a hotter, drier climate. Providing additional water to these wine regions will promote long term sustainability and expansion of the wine estate.

In relation to the livestock sector, the South Australian Government has committed \$7.5 million over the next three years towards an industry and government partnership to grow the red meat and wool industries. South Australia's red meat and wool industries:

- support 30,000 jobs.
- generate \$2.4 billion in annual revenue (production and processing).
- export \$1.5 billion in goods annually.

At an individual enterprise level, farmers are rethinking their businesses now due to drought and fire and this is a unique opportunity to promote adoption of new technologies and skills.

Preliminary investigations have indicated there is potential demand for a substantial additional volume of water which could generate millions of dollars per year in economic activity and deliver many new jobs.

There is potential to supply up additional reclaimed water to the region from the Bolivar Waste Water Treatment Plant. This was foreshadowed as a second stage in the National Water Infrastructure Development Fund (NWIDF) proposal which successfully secured Commonwealth funding to build the \$155.6 million Northern Adelaide Irrigation Scheme (NAIS), currently nearing completion of the major infrastructure (treatment plant, main transfer and water storage facilities).

NAIS was originally proposed as a 20 gigalitre (GL) scheme, with a first stage of 12GL to meet demand by irrigated horticulture on the Northern Adelaide Plains (NAP) north of the Gawler River. A further expansion, potentially to the Barossa and/ or adjacent regions, was always anticipated.

The proposal for development of a commercial proposition for private sector involvement and investment, and for collaboration between industry and government has been endorsed by the South Australian Government.



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### **3 REQUIREMENTS – GOODS AND/OR SERVICES**

#### **3.1 Requirements**

At a high level, the Commercial and Market Strategy Advisor will be responsible for providing the following services under each Phase (1 and 2) and General Commercial Advice.

##### **Phase 1: Develop an optimal commercial model**

- 1.1 Review previous advice / project material / analysis (e.g. Preliminary Business Case and other material related to the project);
- 1.2 Options for development of an optimal commercial or outsourced private sector model options for the services to be provided (e.g. sole and multiple provider and other options), and best estimates of value to the Government, including but not limited to:
  - 1.2.1 A summary of the likely market participants, their strategic interests and capacity to provide the services of the function in SA (in accordance with the Probity and Communications Protocols);
  - 1.2.2 The identification of procurement (market approach) and implementation (transition) options and the supporting processes, key milestones and indicative timelines for each option;
  - 1.2.3 Resource requirements and estimated costs (including the requirement for additional Advisors and/or expertise, excluding probity and legal advice) for each option;
  - 1.2.4 Identification of constraints, such as contract terms and conditions, competition, market, economic, contractual, legal, legislative and policy issues (note; identification of issues only; PIRSA and the Crown Solicitor's Office ("CSO") will explore further issues where required);
  - 1.2.5 Identification of Stakeholder's, and Stakeholder management issues;
  - 1.2.6 Any regional and/or local impacts;
  - 1.2.7 Assessment of the regulatory environment as related to the options for the development and introduction of a pricing and regulatory framework for a commercial or outsourced private sector model for the services currently provided by the function;
  - 1.2.8 Identification and assessment of any residual obligations of the Government under the various options;
  - 1.2.9 A high level risk assessment for each of the options; and
  - 1.2.10 Any other observations that may impact the Government's ability to develop an optimal commercial or outsourced private sector market model.

Any other work identified as part of this phase related to the previous points.

##### **Phase 2: Market Process and Engagement Phase**

During the Market Process and Engagement Phase, the Commercial and Market Strategy Advisor may be required to provide a range of written and oral analysis and advice to Government on an as needs basis, including, but not being limited to:

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### **Development of Market / Procurement Approach**

Assist the Government with the development of approved market / procurement processes and documentation, and with the management of unsolicited proposals within SA Government approved processes by:

- 2.1 Ensuring that the market / procurement approach is "fit for purpose";
- 2.2 Identifying business model options for SA Water's role in infrastructure development and/or water delivery e.g. bulk water supplier; joint venture partner so it can be confirmed in the market / procurement approach.
- 2.3 Refinement and further development of the overall market / procurement / engagement approach, the breakdown of stages in the market / procurement / engagement approach, advice regarding the evaluation process required for each stage of the process, and advice and input into the development of supporting documentation required to underpin the process;
- 2.4 Providing input and advice into the development of a suitable "draft" market / procurement specification, making information available e.g. 'a physical or virtual data room' and other supporting documentation, that clearly details the requirement, and defines the stages and evaluation points for the process;
- 2.5 Preparing an Information Memorandum document for the market process;
- 2.6 Reviewing and amending (if relevant) implementation plans and indicative timelines for the approved market / procurement approach;
- 2.7 Reviewing and contributing to the high level risk assessment for the approved market / procurement structure and supporting approach, and assist in the implementation of a risk treatment plan; and
- 2.8 As required, assist the PIRSA with other related activities that may impact on the Government's ability to implement the market / procurement approach.

### **3: Execution of Approved Market / Procurement Approach**

Post the approval of a market / procurement / engagement approach, the Commercial and Market Strategy Advisor may be required to:

- 3.1 Provide the Government with written Offer Reports, summarising the Offers / proposals / responses received, noting that:
  - 3.1.1 Each Offer Report will provide a summary of each Offer including commentary, the strengths and weaknesses of each Offer, key risks and issues for the Government's consideration, any relevant advice, and a recommendation;
  - 3.1.2 Financial modelling of the Offers may be requested and included in the report; and
- 3.2 If required, facilitate and manage the due diligence process (the Government will provide all relevant information);
- 3.3 Work closely with bidders / respondents to ensure they understand the value proposition, and to maximise the bid value for the Government.

Note:

- The Government will review the Offer Reports and determine the best course of action.
- For avoidance of doubt, the Government will prepare any proposed transaction documents.

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#### **4: Evaluation / Negotiation Process**

The Commercial and Market Strategy Advisor may be required to provide the following during evaluation / negotiation processes:

- 4.1 Evaluation - Provide the Evaluation Team with subject matter expert advice and analysis to assist with the evaluation of bids / review of responses;
- 4.2 Potential Purchaser Due-Diligence – Developing Due Diligence Reports for short-listed bidders / respondents including financial due diligence, analysing the key risks of each bidder including risk mitigation for each identified risk, company history, ownership structure, and execution risk; and
- 4.3 Negotiation – If required, provide advice, analysis and assistance to the Negotiation Team.

### **3.2 Timeframes**

It is proposed to commence the project in early May 2020 and anticipate completion by the end of September 2020.

The deliverable for commencing the Market Process is required to occur prior to 30 June 2020.

Details of critical time frames, key dates or periods of time that the Commercial and Market Strategy Advisor must be able to service or meet will be specified in an agreed, shortest feasible critical-path, to be developed on project commencement.

### **3.3 Business continuity**

The Commercial & Market Strategy Advisor is required to detail measures that they will undertake to ensure business continuity, in response to government policy or other issues e.g. COVID 19 related restrictions, incapacity or unavailability of staff or other resources, to ensure delivery of project outputs.

### **3.4 Performance**

Key performance indicators (KPIs):

1. Develop and support the earliest commencement of an efficient, transparent procurement process to identify and engage one or more private sector entities to provide an economically and environmentally sustainable water supply for primary industries in the Barossa and Eden Valley.
2. Collaborate with relevant probity, technical and stakeholder-management advisors to ensure project outcome delivery.
3. Achieve project milestones in accordance with an agreed, shortest feasible, critical-path for the project.

### **3.5 Contract Sites/Delivery Locations**

The agreed contract activities and services will be delivered in Adelaide.

### **3.6 Contract Management**

The Commercial and Market Strategy Advisor will report directly to the PIRSA nominated Contact officer, and work under direction of the PIRSA Project Manager.

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The Commercial and Market Strategy Advisor will be required to provide PIRSA with fortnightly status reports, supporting monthly invoicing, detailing:

- Progress with project deliverables, resolution of issues, and expected deliverables in the next fortnight;
- nominated resource;
- hours performed;
- tasks performed;
- monthly total; and
- cumulative contract total.

All final work is expected to be provided electronically in either Microsoft Office® or Adobe Acrobat® format. All spread sheets must be provided in Microsoft Excel® and be in read-write format.

### 3.7 Confidentiality

The Commercial & Market Strategy Advisor and associates involved in the provision of services will be required to sign confidentiality and conflict of interest forms.

All documents (hard copy or electronic) provided to the Market Strategy Advisor and associates must be stored in a secure environment and not shared or distributed to any entity without approval from the MPG Project Manager or nominated delegate.

## 4 TRANSITION

It is intended that PIRSA will engage short-term contractors to:

- Establish management and monitoring systems to support project delivery
- Acquire, review and collate relevant technical data.

In addition there will be on-going input from:

- Independent probity, technical and stakeholder management advisors to be engaged by PIRSA
- PIRSA, SAW and DTF staff engaged in supporting the project in governance and technical support roles.

The Commercial and Market Strategy Advisor will be required to assist in the integration of input from these areas.

### 4.1 Transition In

The Commercial & Market Strategy Advisor will advise the Contract Manager of preferred software and / or management systems they intend to use to ensure compatibility with existing / prepared systems and data utilised by the nominated stakeholders.

PIRSA will be responsible for the orderly transitioning of prior project elements.

The Commercial and Market Strategy Advisor will be responsible for provision of all necessary equipment, material and provision of office space and staff.

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## 4.2 Transition Out

The Commercial and Market Strategy Advisor will be responsible for incorporating end of contract arrangements in the project management systems including:

- Handover of documents and data / intellectual property
- Finalisation of reports
- return of any electronic/hard copies of contract documentation, or documentation relevant to the provision of the contract
- Handover of existing work in progress if a new supplier is appointed
- Provide a full and concise brief if a new supplier is appointed to their nominated representative.
- the development and submission of detailed disengagement plans and the trigger for this activity
- the finalisation of reports
- handover of documents and data / intellectual property
- the return of loaned items or unused materials
- the return by the supplier of any electronic/hard copies of contract documentation, or documentation relevant to the provision of the contract
- confirmation of relevant and approved archiving or document destruction practices.

## 5 GLOSSARY

PIRSA: Primary Industries and Regions South Australia  
DTF: Department of Treasury and Finance  
SAW: South Australian Water Corporation.  
CSO: Crown Solicitors Office





Government  
of South Australia

**Department of Primary Industries and Regions SA**

**Part C**

**Draft Contract**

**Commercial and Market Strategy Advisory Services  
for Development of New Water Delivery to Meet Primary Industry Demand in  
the Barossa and Eden Valley**

**PIRSA046889**



Government  
of South Australia

## STANDARD GOODS AND SERVICES AGREEMENT

Commercial and Market Strategy Advisory Services for Development of New Water  
Delivery to Meet Primary Industry Demand in the Barossa and Eden Valley

PIRSA046889

AGREEMENT made on <insert day> of <insert year>

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

INSERT EXECUTION BLOCKS BELOW



# Attachment 1 - Agreement Details

Item 1	Government Party	Primary Industries and Regions South Australia <insert ABN> <insert address>
Item 2	Supplier	<insert name> <insert ACN> <insert address> Where trustee: <insert name of trust>
Item 3	Commencement Date	<insert>
Item 4	Expiry Date	<insert date (e.g. date that Goods are accepted or the expiry of any applicable Goods warranty or last date for performance of Services)>
Item 5	Extension Period	<insert period or insert "not applicable">
Item 6	Supplier's ABN	<insert ABN> Registered for GST: <Yes/No>
Item 7	Contract Managers	Government Party: <insert> Supplier: <insert>
Item 8	Named Persons	<insert names and positions or insert "not applicable">
Item 9	<del>If Goods are being supplied</del> Details of Goods	<insert brief description of Goods or "not applicable"> <del>If required include detailed description in Attachment 3</del>
Item 10	<del>If Goods or Services are being supplied</del> Delivery Date  <del>If Goods or Services are being supplied</del> Delivery Point	<insert date or insert "not applicable">   <insert delivery point details or insert "not applicable">
Item 11	<del>If Goods are being installed</del> Installation Date	<insert installation date or insert "not applicable">
Item 12	<del>If Goods are being supplied</del> Warranty Period	<insert period>
Item 13	<del>If Services are being supplied</del> Details of Services	<insert brief description of Services or insert "not applicable"> <del>If required include detailed description in Attachment 3</del>

Reference No:

Version 2.1: April 2017

Item 14	<del>If Services are being supplied</del> Delivery Date Delivery Point	
Item 15	Reports and Manuals	<Insert description or insert "not applicable"> <Insert delivery dates or insert "not applicable">
Item 16	Milestone Dates	<Insert dates or insert "not applicable">
Item 17	Price and Payment (including address for invoices)	<Insert relevant details> Price: \$<insert> (GST inclusive) Manner of Payment: <e.g. instalments, payments attached to achievement of milestones> <del>If required include detailed pricing information in Attachment 6</del>
Item 18	Insurances Public Liability Insurance  Product Liability Insurance	Not less than \$1,000,000 <del>If Goods are being supplied:</del> \$<Insert the amount of cover under the Supplier's Product Liability policy>
Item 19	Liability Limit	<del>The following Liability Limit has been approved by Cabinet (28 July 2016)</del> <Insert between [1 and 5] x [the aggregated value of the contract (inc. GST)]. Multiple to be based on Government Party's risk assessment>
Item 20	Other Termination Rights	<e.g. failure to meet [insert number] Service Levels or insert "not applicable">
Item 21	Approved Subcontractors	<Insert relevant details or insert "not applicable">
Item 22	Additional Personnel Checks	<e.g. DCSI Unsuitable Person Screening or insert "not applicable">
Item 23	Notice Period for Termination for Convenience	<Insert period or "not applicable">

## Attachment 2 - Standard Terms & Conditions

### AGREED TERMS

#### 1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

#### 2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

#### 3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- (a) supply the Goods in accordance with this Agreement;
  - (b) sell the Goods without encumbrance;
  - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
  - (d) comply with the Government Party's reasonable directions and delivery instructions;
  - (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
  - (f) provide test evidence for the Goods if required; and
  - (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

#### 4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
  - (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
  - (b) repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

#### 5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or
- (b) refund the Price.

#### 6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
  - (b) in accordance with the warranties in clause 9.4; and
  - (c) by any Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

#### 7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

#### 8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- (a) any impacts on the timing of or completion of tasks;
  - (b) the varied price and payment arrangements; and
  - (c) any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
  - (b) the Government Party must pay the varied price;
  - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

#### 9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- (a) conform with any description applied and any sample provided by the Supplier;
  - (b) are new (unless otherwise specified);
  - (c) are free from defects in materials, manufacture and workmanship;
  - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
  - (e) conform to the Specifications and any technical Specifications provided by the Supplier;
  - (f) are of merchantable quality;
  - (g) are installed correctly (if the Supplier is responsible for installation);
  - (h) are fit for their intended purpose; and
  - (i) are manufactured and supplied without infringing any person's Intellectual Property Rights.

- 9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.
- 9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.
- 9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:
- comply with the description of the Services in Attachment 1;
  - be provided with due care and skill;
  - be provided in a timely and efficient manner;
  - be provided in accordance with the best practices current in the Supplier's industry;
  - be supplied without infringing any person's Intellectual Property Rights;
  - be performed by the Supplier and/or the Supplier's Personnel; and
  - be supplied in the most cost effective manner consistent with the required level of quality and performance.
- 10. SUPPLIER'S PERSONNEL**
- 10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.
- 10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.
- 10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.
- 11. PRICE AND PAYMENT**
- 11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.
- 11.2 Unless otherwise expressly stated the Price is inclusive of GST.
- 11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.
- 12. GST**
- 12.1 Subject to clause 12.2 the Supplier represents that:
- the ABN shown in Attachment 1 is the Supplier's ABN; and
  - it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth),
- 12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.
- 14. INSURANCE**
- 14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.
- 15. LIABILITY LIMIT**
- 15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.
- 16. CONFIDENTIAL INFORMATION**
- 16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 16.2 A Party may disclose Confidential Information belonging to the other Party:
- to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
  - as required by law or a court order;
  - in accordance with any Parliamentary or constitutional convention;
  - to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or
  - for the purposes of prosecuting or defending proceedings.
- 16.3 The Parties may mutually agree to disclose Confidential Information.
- 17. SET-OFF**
- Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.
- 18. DISPUTE RESOLUTION**
- 18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 18.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.
- 18.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.
- 18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.
- 19. ENDING THIS CONTRACT**
- 19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:
- the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
  - the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
  - the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;
  - the Supplier fails to comply with a notice issued under clause 10.2; or
  - the Supplier fails to disclose a conflict of interest;
  - any Other Termination Right occurs; or
  - the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 19.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 ("Notice Period for Termination for Convenience").
- 19.3 If the Government Party terminates this Agreement in accordance with clause 19.2:
- the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and

- (b) the Supplier must comply with all reasonable directions given by the Government Party.
- 19.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.
20. **EFFECT OF ENDING THIS CONTRACT**
- 20.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 20.2 Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Special Conditions that by their nature remain in force, shall survive.
21. **SUBCONTRACTING**
- 21.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.
- 21.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.
22. **CONFLICT OF INTEREST**
- 22.1 The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.
23. **COMPLIANCE WITH LAWS**
- The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
24. **GOVERNING LAW AND JURISDICTION**
- 24.1 This Agreement is governed by the laws in the State of South Australia.
- 24.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.
25. **ENTIRE AGREEMENT**
- The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.
26. **NO ASSIGNMENT**
- 26.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.
- 26.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.
27. **MODIFICATION**
- No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

28. **SEVERANCE**
- 28.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
- 28.2 Severance of any part of this Agreement will not affect any other part of this Agreement.
29. **COUNTERPARTS**
- This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.
30. **WORK HEALTH & SAFETY**
- 30.1 The Supplier must comply with the *Work Health and Safety Act 2012 (SA)* at all times, regardless of whether the Government Party issues direction in that regard or not.
- 30.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.
31. **ACTING ETHICALLY**
- The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009 (SA)*) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.
32. **INTERPRETATION**
- 32.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.
- 32.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:
- Special Conditions (Attachment 4);
  - Standard Terms and Conditions (Attachment 2); and
  - the other Attachments.
- 32.3 In this Agreement (unless the context requires otherwise):
- a reference to any legislation includes:
    - all legislation, regulations and other forms of statutory instrument issued under that legislation; and
    - any modification, consolidation, amendment, re-enactment or substitution of that legislation;
  - a word in the singular includes the plural and a word in the plural includes the singular;
  - a reference to two or more persons is a reference to those persons jointly and severally;
  - a reference to dollars is to Australian dollars;
  - a reference to a Party includes that party's administrators, successors and permitted assigns.
33. **SPECIAL CONDITIONS**
- The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

### Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) "Acceptance Date" means the date that the Goods are accepted by the Government Party;
- (b) "Approved Subcontractors" means those subcontractors specified in Attachment 1;
- (c) "Business Day" means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) "Cartel Conduct" means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (e) "Code of Ethics for the South Australian Public Sector" is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (f) "Confidential Information" means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) "Consultancy Services" means services provided by Consultants;
- (h) "Consultant" has the same meaning as in DPC027 *Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (i) "Delivery Date" means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) "Delivery Point" means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) "Extension Period" means the period by which the Agreement is extended as specified in Attachment 1;
- (l) "Goods" means the goods specified in Attachment 1;
- (m) "GST" means the tax imposed by the GST Law;
- (n) "GST Law" has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) "Installation Date" means the date specified in Attachment 1 for the installation of the Goods;
- (p) "Intellectual Property Rights" means all intellectual property rights, including but not limited to:
  - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
  - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (q) "Machinery of Government Change" means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) "Measurement Period" means the period over which the performance of a Service Level is measured;
- (s) "Milestone Dates" means dates by which Services must be delivered as specified in Attachment 1;
- (t) "Named Persons" means the persons specified in Attachment 1;
- (u) "Notice Period for Termination for Convenience" means the time period specified in Attachment 1;
- (v) "Other Termination Right" means the termination rights specified in Attachment 1;
- (w) "Party" means a party to this Agreement;
- (x) "Personal Information" means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (y) "Purchase Order" means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) "Price" means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) "Service Levels" means the service levels (if any) specified in the Specifications;
- (bb) "Services" means the services specified in Attachment 1;
- (cc) "Special Conditions" means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) "Specifications" means the detailed description of the Goods/Services in Attachment 5;
- (ee) "Supplier Personnel" means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (ff) "Term" means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (gg) "Warranty Period" means the period specified in Attachment 1.

#### Attachment 4 - Special Conditions

<Insert Special Conditions or Insert "not used">

## Attachment 5 - Specifications

Insert detailed Specifications or insert "not used"

Reference No:



## Attachment 6 – Pricing and Payment

<insert detailed pricing and payment or insert "not used">

Reference No:





Government  
of South Australia

## Part D

### Response to Invitation to Supply

Invitation title: Commercial and Market Strategy Advisory Services for  
Development of New Water Delivery to Meet Primary  
Industry Demand in the Barossa and Eden Valley

Invitation Reference Number: PIRSA046889

Offer submitted by: <Supplier name>

Instructions to Suppliers for completing this template:

1. You must respond to all sections of this template within the specified fields, in the format requested.
2. Where necessary, any supporting material (e.g. spreadsheets) should be attached to the back of this template and referred to in the relevant field.

## OFFER UNDER SEAL

You declare that in making Your Offer:

- a) You understand and accept that Your Offer is subject to the provisions contained in Part A - Procurement Process Guidelines
- b) You have declared any conflict of interest that you may have
- c) You have checked any electronic files contained in Your Offer and that these are free from viruses
- d) You undertake to keep Your Offer open for the Validity Period specified in the Reference Schedule of Part A - Procurement Process Guidelines.

Dated this day <insert date> ..... <insert year>

Signed for and on behalf of <insert name of Supplier>

Authorised Person Signature .....

Authorised Person Name: .....

Signature of Witness: .....

Witness Name: .....

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## SECTION A – GENERAL RESPONSE REQUIREMENTS

### 1 SUPPLIER IDENTIFICATION

Trading Name	<insert name>
Registered Name	<insert name>
ACN	<insert number>
ABN	<insert number>
Address of registered office	<insert address>
Place of business in South Australia (if relevant)	<insert address>
Type of entity (e.g. company, trust, partnership, sole trader, other)	<insert entity>
Telephone	<insert phone number>
Website	<insert URL>

### 2 SUPPLIER LOCATION AND CONTACT

Contact Person	<insert name>
Position	<insert position>
Address	<insert address>
Postal address (if different to above)	<insert address>
E-mail	<insert email address>
Telephone	<insert phone number>

### 3 SUPPLIER STRUCTURE, RELATIONSHIPS AND FINANCIAL ROLES

Provide details of your Key personnel (e.g. directors, chief executive officer, principal of business etc), organisational structure and the business units (including any necessary diagrams).

## 4 FINANCIAL VIABILITY

Are there any significant events, matters or circumstances which have arisen within the past 12 months that could significantly affect Your operations? Have there been any:

- bankruptcy and/or de-registration actions; or
- insolvency proceedings (including voluntary administration, application to wind up, or other like action) either actual or threatened, against the You in the past three years? If so, what (if any) remedial action has been taken?

--

Are You currently in default of any agreement, contract, order or award that would or would be likely to adversely affect Your financial capacity to deliver the Government Agency's Requirement? Are there any other factors which could adversely impact on Your financial ability to successfully perform the obligations in this Invitation to Supply?

--

## 5 RISK AND INSURANCE

Insurance	Detail
Public liability:	\$10,000,000
Professional Indemnity:	\$10,000,000

## 6 SERVICES AND PERFORMANCE

Detail recent (3 years) or current work, including work with the public sector, related to meeting the Government Agency's Requirement. Please provide three (3) examples detailing the following information:

Project description	<description>
Customer organisation	<customer>



Number of Personnel involved	<personnel>
Date of Commencement and period of association	<commencement and period>
Scope and value of the work undertaken	<scope and value>

<insert additional table/s for additional projects>

## 7 ACCREDITATION AND CERTIFICATION

Provide details of current accreditation and certifications relevant to the conduct of your business (e.g. quality assurance certification, work and business licences etc)

Accreditation/Certification	<name of accreditation/certification>
Regulating Authority	<name of authority>
Accreditation/Certification number	< accreditation/certification number>
Valid to	<date valid to>
Scope of Accreditation/Certification	<scope and description>

<insert additional table/s for additional accreditations/certifications>

## 8 POLICIES AND PRACTICES

Provide details of relevant policies and practices including Work Health and Safety records over the previous three years. Work Health and Safety records should include the number of accidents, number of lost time accidents, etc.

--

## SECTION B – SPECIFIC RESPONSE TO THE GOVERNMENT AGENCY'S REQUIREMENT

### 9 CONFLICT OF INTEREST

You must provide details of any actual or perceived interests, relationships or clients which may cause a conflict of interest or potential conflict of interest and actions to prevent or manage the conflicts of interest.

--

### 10 REFERENCES

Provide up to three referees to support Your ability to provide the Government Agency's Requirement.

<b>Referee 1:</b>	
Referee Name	<insert name of organisation>
Contact Person	<insert name>
Contact Person Title	<insert title>
Referee Address	<insert address>
Contact Person E-mail	<insert email address>
Contact Person Telephone	<insert phone number>
Nature of Business with Supplier	<insert goods and/or services provided and when delivered>

<b>Referee 2:</b>	
Referee Name	<insert name of organisation>
Contact Person	<insert name>
Contact Person Title	<insert title>
Referee Address	<insert address>
Contact Person E-mail	<insert email address>
Contact Person Telephone	<insert phone number>
Nature of Business with Supplier	<insert goods and/or services provided and when delivered>

<b>Referee 3:</b>	
Referee Name	<insert name of organisation>
Contact Person	<insert name>
Contact Person Title	<insert title>
Referee Address	<insert address>
Contact Person E-mail	<insert email address>
Contact Person Telephone	<insert phone number>
Nature of Business with Supplier	<insert goods and/or services provided and when delivered>

## 11 CAPACITY AND CAPABILITIES

### 11.1 Key Staff to deliver the Government Agency's Requirement

Detail the experience and expertise of each key staff member and their role in the delivery of the Government Agency's Requirement.

Name	<insert name>
Qualifications	<insert name>
Skills	<insert number>
Relevant Experience	<insert address>
Availability for duration of contract	<insert availability>
Role in delivery of Government Agency's Requirement	<insert role>

<insert additional table/s for additional Key Staff>

### 11.2 Quality of Performance

Describe how You propose to monitor the quality of Your performance if selected to provide the Government Agency's Requirements.

--

## **12 SUPPLY APPROACH**

### **12.1 Methodology**

Provide details of the methodology that You would use to deliver the Government Agency's Requirement. Detail mechanisms and strategies for continuous improvement, increased efficiency and productivity timelines, methodology, resources, efficiencies, work-plan, disengagement plan, etc.

### **12.2 Benchmarking**

Provide details of what You consider to be appropriate performance measures and benchmarks for the delivery of the Government Agency's Requirement.

### **12.3 Customer Service**

Provide details of the procedures You intend to implement to ensure customer satisfaction for the duration of the provision of the Government Agency's Requirement

### **12.4 Proposed Work Plans**

Provide details of proposed implementation/transition in plan.

Provide details of proposed transition out plan

--

## 13 EXTERNAL RESOURCES

### 13.1 Consortia/Partnerships

If You are a member of a consortium or partnership, then You must detail which parts of the Government Agency's Requirement that each entity comprising the consortium or partnership will provide and how the entities relate to each other.

<b>Partner 1:</b>	
Trading Name	<insert name>
Registered Name	<insert name>
ACN/ABN	<insert number>
Address of registered office	<insert address>
Contact Person	<insert name and title >
Telephone	<insert phone number>
Type of Relationship	<insert relationship>
Period of association	<insert period>
Goods/Services to be provided	<insert goods/service>
Estimated value of Goods/Services	<\$>

<insert additional table/s for additional Partners>

### 13.2 Subcontractors

Provide details of sub-contractors to be engaged in connection with the delivery of the Government Agency's Requirement.

<b>Subcontractor 1:</b>	
Trading Name	<insert name>
Registered Name	<insert name>
ACN/ABN	<insert number>
Address of registered office	<insert address>
Contact Person	<insert name and title >

Telephone	<insert phone number>
Period of association	<insert period>
Goods/Services to be provided	<insert goods/service>
Estimated value of Goods/Services	<\$>

<insert additional table/s for additional subcontractors>

## 14 RISK MANAGEMENT

Provide details of the risk management strategies and practices that You would implement in the delivery of the Government Agency's Requirement.

## 15 INNOVATION AND VALUE FOR MONEY

Provide details of any innovative solutions, systems or processes that may add value to the delivery of the Government Agency's Requirement.

What is Your strategy and methodology to ensure that value for money is achieved and delivered?

## 16 COMPLIANCE WITH PART B – SPECIFICATION

You must provide a compliance statement against each clause number stating either 'comply'(C), 'does not comply'(N) 'will comply subject to conditions'(P) or "alternative" (A).

You must provide information relating to the reason for partial compliance or non-compliance.

Clause	Criteria	Comply C / N	Comments / Response
<b>Phase 1: Develop an optimal commercial model</b>			
During this phase, the Commercial and Market Strategy Advisory Services may be required to provide a range of written and oral analysis and advice to Government, including, but not limited to:			
1.1	Review previous advice / project material / analysis (e.g. Preliminary Business Case and other material related to the project);		
1.2	Provide options for development of an optimal commercial or outsourced private sector model options for the services to be provided (e.g. sole and multiple provider and other options), and best estimates of value to the Government, including but not limited to:		
1.2.1	Ability to summary of the likely market participants, their strategic interests and capacity to provide the services of the function in SA (in accordance with the Probity and Communications Protocols)		
1.2.2	Undertake the identification of procurement (market approach) and implementation (transition) options and the supporting processes, key milestones and indicative timelines for each option		
1.2.3	Provide resource requirements and estimated costs (including the requirement for additional Advisory Services and/or expertise, excluding probity and legal advice) for each option		

1.2.4	Ability to identify constraints, such as contract terms and conditions, competition, market, economic, contractual, legal, legislative and policy issues. (Note; identification of issues only; PIRSA and the Crown Solicitor's Office ("CSO") will explore further issues where required		
1.2.5	Ability to identify Stakeholder's, and Stakeholder management issues		
1.2.6	Ability to identify any regional and/or local impacts		
1.2.7	Ability to provide an assessment of the regulatory environment as related to the options for the development and introduction of a pricing and regulatory framework for a commercial or outsourced private sector model for the services currently provided by the function		
1.2.8	Ability to identify and provide an assessment of any residual obligations of the Government under the various options		
1.2.9	Ability to provide a high level risk assessment for each of the options		
1.2.10	Ability to identify and summarise any other observations that may impact the Government's ability to develop an optimal commercial or outsourced private sector market model.		
<b>Phase 2: Market Process and Engagement Phase</b> During the Market Process and Engagement Phase, the Commercial and Market Strategy Advisory Services may be required to provide a range of written and oral analysis and advice to Government on an as needs basis, including, but not being limited to:			
2.1	Ensure the market / procurement approach is "fit for purpose"		
2.2	Identify business model options for SA Water's role in infrastructure development and/or water delivery e.g. bulk water supplier; joint venture partner so it can be confirmed in the market / procurement approach		



2.3	Refine and further develop the overall market / procurement / engagement approach, the breakdown of stages in the market / procurement / engagement approach, advice regarding the evaluation process required for each stage of the process, and advice and input into the development of supporting documentation required to underpin the process		
2.4	Provide input and advice into the development of a suitable "draft" market / procurement specification, making information available e.g. 'a physical or virtual data room' and other supporting documentation, that clearly details the requirement, and defines the stages and evaluation points for the process		
2.5	Prepare an Information Memorandum document for the market process		
2.6	Review and amendment (if relevant) of implementation plans and indicative timelines for the approved market / procurement approach		
2.7	Revision and contribution to the high level risk assessment for the approved market / procurement structure and supporting approach, and assist in the implementation of a risk treatment plan		
2.8	As required, assist the PIRSA with other related activities that may impact on the Government's ability to implement the market / procurement approach		
<b>3: Execution of Approved Market / Procurement Approach</b>			
Post the approval of a market / procurement / engagement approach, the Commercial and Market Strategy Advisory Services may be required to:			
3.1	Provide the Government with written Offer Reports, summarising the Offers / proposals / responses received, noting that:		
3.1.1	Review each Offer Report and provide a summary of each Offer including commentary, the strengths and weaknesses of each Offer, key risks and issues for the Government's consideration, any relevant advice, and a recommendation		

3.1.2	Undertake financial modelling of the Offers as requested and included in the report		
3.2	If required, facilitate and manage the due diligence process (the Government will provide all relevant information);		
3.3	Work closely with bidders / respondents to ensure they understand the value proposition, and to maximise the bid value for the Government.		
<b>4: Evaluation / Negotiation Process</b>			
<b>Commercial and Market Strategy Advisory Services may be required to provide the following during evaluation / negotiation processes:</b>			
4.1	Evaluation - Provide the Evaluation Team with subject matter expert advice and analysis to assist with the evaluation of bids / review of responses;		
4.2	Potential Purchaser Due-Diligence – Develop Due Diligence Reports for short-listed bidders / respondents including financial due diligence, analysing the key risks of each bidder including risk mitigation for each identified risk, company history, ownership structure, and execution risk; and		
4.3	Negotiation – if required, providing advice, analysis and assistance to the Negotiation Team.		

## 17 COMPLIANCE WITH PART C – PROPOSED CONTRACT

Does Your Offer comply with all terms of the proposed Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

If Your Offer does not comply with some or all of the terms of the contract You must provide a compliance statement against those clauses stating 'does not comply' (N) or 'will comply subject to conditions' (P).

You must provide reasons for the partial compliance or non-compliance.

Contract Clause No.	Compliance Indicator	Explanation/comment

### 17.1 Liability

Do You agree with the Liability position in the proposed Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If You do not agree with the Liability position in the Proposed Contract you must provide details of Your preferred position.	

## 18 COMPLIANCE WITH GOVERNMENT POLICIES

### 18.1 Industry Participation Policy

You must complete a Metropolitan Adelaide Economic Contribution Test online at:

<https://saipp.sa.gov.au>

When you are on the Website, select the Metropolitan region from within the template itself.

You must submit a copy of Your completed Metropolitan Economic Contribution Test with Your Offer.

Guidelines and templates are also available to assist You to understand the detail and information required to meet Industry Participation Policy requirements.

Have you completed a Metropolitan Adelaide Economic Contribution Test/Industry Participation Plan online and submitted a copy with Your Offer?

([www.saipp.sa.gov.au](http://www.saipp.sa.gov.au))

☐ Yes

☐ No

## 19 PRICING

### 19.1 Fixed/Variable Pricing

Is Your Offer based on fixed or variable pricing?	<input type="checkbox"/> Fixed <input type="checkbox"/> Variable
---	---

If Your Pricing is variable, specify price variation methodology:

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### 19.2 Pricing Schedule

## DECLARATION IN RELATION TO UNLAWFUL COLLUSION

Re: ..... ("the  
Procurement")

[insert name of Procurement]

I, ..... of .....  
[insert name and address of declarant]

do hereby declare as follows:

1. I hold the position of ..... within ..... Pty Ltd ("the Supplier") and that I am authorised to provide this declaration on its behalf.
2. I confirm that the Offer submitted by the Supplier is independent and that there has not been any unlawful collusion with any other Supplier or party in connection with this Procurement Process. This clause does not apply to any formal joint venture contractual arrangement entered into between the Supplier and any other person(s), the details of which have been provided to the Government Agency as part of the Offer submitted by the Supplier.
3. I confirm that the total value of the goods and/or services to be provided by sub-contractors, to the extent known at the time of making this declaration, is \$.....
4. *[where that value exceeds either of \$1,000,000 (GST inc) or 25% of the total value of the Offer]* Attached hereto is a complete list of all sub-contractors, the value, and the nature of the work to be provided under each sub-contract, to the extent known at the time of making this declaration.
5. I understand that if any part of this declaration is found to be false, the Government Agency reserves the right (regardless of any subsequent dealings) to:
  - terminate negotiations with the Supplier;
  - terminate consideration of the Supplier's Offer; and
  - terminate any contract between the Supplier and the Government Agency in relation to the Procurement without any obligation on the Government Agency to make any payment to the Supplier.

..... / ..... / 20 ...

Signature

Date

Note: If your Offer is submitted jointly with another party or parties then each joint respondent must provide a signed declaration in the form set out in this Appendix.



[HOME](#) » [MAJOR PROGRAMS](#) » [WATER TO BAROSSA](#)

# NEW WATER INFRASTRUCTURE FOR THE BAROSSA

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PIRSA is working with stakeholders to progress plans to deliver new water infrastructure to the Barossa to support sustainable agricultural production across the region.

The State Government will invest \$800,000 to prepare for the expansion of irrigation infrastructure with private sector investment, that includes engaging producers across the region and ensuring economic benefits are maximised.

The proposed infrastructure aims to deliver reclaimed water from the Bolivar Wastewater Treatment Plant via existing and new infrastructure, to deliver long-term water security to the region.

The proposed infrastructure would provide:

- secure, climate independent and new water infrastructure
- support growth and productivity to the broader region for primary industries
- help meet long term market demand.

Providing recycled water to the Barossa area was previously flagged as the second stage of the National Water Infrastructure Development Fund proposal which successfully secured funding to build the current [Northern Adelaide Irrigation Scheme](#)

([https://pir.sa.gov.au/major\\_programs/northern\\_adelaide\\_plains\\_agribusiness\\_initiative/northern\\_adelaide\\_irrigation\\_scheme](https://pir.sa.gov.au/major_programs/northern_adelaide_plains_agribusiness_initiative/northern_adelaide_irrigation_scheme)).

This process will be led by Primary Industries and Regions SA (PIRSA), with further details to be released in due course.

Please direct enquiries to:

Email: [PIRSA.BarossaNewWater@sa.gov.au](mailto:PIRSA.BarossaNewWater@sa.gov.au)

[\(mailto:PIRSA.BarossaNewWater@sa.gov.au\)](mailto:PIRSA.BarossaNewWater@sa.gov.au)

## More information

Download the Media Release

Page Last Reviewed: 24 Feb 2020

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28 February 2020

PIRSA

# Barossa New Water (BNW)

## CE Update:

### Barossa New Water (BNW) Project Planning

- Support from DTF (Commercial & Economics Branch) on Approach to Market / procurement:
  - [REDACTED]
  - Commercial Advisor
  - [REDACTED]
  - [REDACTED]
  - Set-up of project management software – MS Project – Gantt / Visio – Stream Flow
- Procurement process in-train for Probity & Commercial with Procurement Advisory Unit
- Technical & Stakeholder in-house?

### Governance

- SA Water position / role

### Stakeholder Management

- Procurement process / customers
- Regional – community / institutional (Collaborative Integrated Management)



**Farley, Lisa (PIRSA)**

---

**From:** Perry, Bradley (PIRSA)  
**Sent:** Wednesday, 25 March 2020 3:12 PM  
**To:** Paolo, Bengy (PIRSA)  
**Cc:** Casement, Daniel (PIRSA); Davies, Gerry (PIRSA)  
**Subject:** RE: Update - new water infrastructure to the Barossa proposal

Hi Bengy,  
 Please draft a media release on this positive step, a quick turn around on this one would be fantastic.

Thanks  
 Brad

---

**From:** Paolo, Bengy (PIRSA) <Bengy.Paolo@sa.gov.au>  
**Sent:** Wednesday, 25 March 2020 1:23 PM  
**To:** Perry, Bradley (PIRSA) <Bradley.Perry@sa.gov.au>  
**Cc:** Casement, Daniel (PIRSA) <Daniel.Casement@sa.gov.au>; Davies, Gerry (PIRSA) <Gerry.Davies@sa.gov.au>  
**Subject:** Update - new water infrastructure to the Barossa proposal

Hi Brad.

Just tried to call to let you know that for the work on the new water infrastructure (ie from NAIS) to the Barossa proposal, we are preparing to go to tender tomorrow for a commercial and market strategy advisor to assist with the process, which we've been working with DTF and SA Water on. This is not a tender for construction etc., but to prepare for the intended commercial approach to the market place for that.

I've also left a phone message about it with James March, Barossa Grape and Wine Association, as we've been working together with him on the industry/demand priorities.

If you have any queries please let me know.

Regards  
 Bengy

Bengy Paolo | Director, Major Programs

Rural Solutions SA | Primary Industries and Regions SA - PIRSA  
 Government of South Australia | Level 16, 25 Grenfell St  
 GPO Box 1671 Adelaide SA 5001  
 P: 8 8429 0202 | M: + 61 417 088 379 | W: [www.pir.sa.gov.au](http://www.pir.sa.gov.au)

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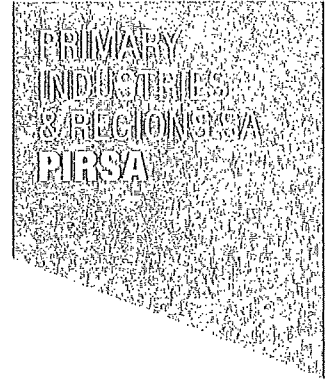
Service | Professionalism | Trust | Respect | Collaboration & Engagement | Honesty & Integrity | Courage & Tenacity | Sustainability

Disclaimer: The information in this e-mail may be confidential and/or legally privileged. Use or disclosure of the information by anyone other than the intended recipient is prohibited and may be unlawful.



3 March 10.45 am – 11.30 am

Meeting Room 6.024 Meeting Room SA Water House



## PIRSA/SA Water Project Sponsors' Meeting 7

### – NAIS Strategy, Industry Development, and Customers Meeting Minutes

**Project Sponsors:** Daniel Casement, Jamie Hollamby

**Participants:** Daniel Casement, Jamie Hollamby, Bengy Paolo, Lynda Hamden, Michael Edgecombe and Gerry Davies.

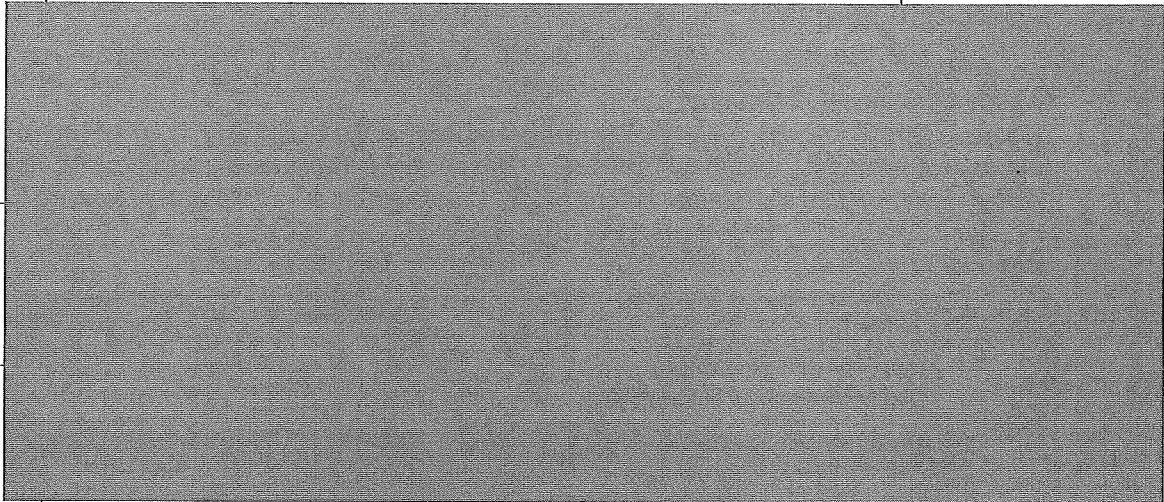
**Apologies:** Ben Tanti.

#### Acknowledgement of Country

*We would like to acknowledge this land that we meet on today as the traditional lands for the Kaurna People and we respect their spiritual relationship with their country. We also acknowledge the Kaurna People as the custodians of the greater Adelaide region and that their cultural and heritage beliefs are still as important to the living Kaurna People today.*

#### Agenda

Item #	Items	Officer
1.	Welcome and apologies Acknowledgement of Country	PIRSA/SA Water

3.	<b>Strategic Expansion of NAIS to Barossa / Eden / Clare Valleys</b> <ul style="list-style-type: none"> <li>Cabinet Committee and Cabinet outcomes - Business Case Funding <ul style="list-style-type: none"> <li>\$800,000 has been committed to the process. There is a proposed meeting to be held between the DTF/SA Water/PIRSA on the 4<sup>th</sup> of March.</li> <li>Select Tender and SA Water consultant panel were discussed. Scope of the documents, Rebecca Carlson will be the SA Water contact in relation to NAIS Barossa moving forward.</li> </ul> </li> <li>Next Steps and agency involvement</li> </ul> <p><b>Agreed Action</b></p> <p>The group to be updated in relation to the meeting to be held between the DTF/SA Water/PIRSA on the 4<sup>th</sup> of March.</p>	<p>Bengy Gerry/All</p> <p>The Meeting of the 4th has been held with an update to be provided to the group at the next meeting.</p>
		
7.	Previous meeting minutes: Notes / Actions (attached)	All
8.	Other Business	All
9.	Meeting Close	

# Meeting Minutes

# PIRSA

25 March 3.45 pm till 4.30 pm

Via a Zoom Online Meeting

## PIRSA/SA Water Project Sponsors' Meeting 8 – NAIS Strategy, Industry Development, and Customers

**Project Sponsors:** Jamie Hollamby and Daniel Casement,

**Participants:** Jamie Hollamby, Bengy Paolo, Michael Edgecombe, Bec Karlsson, David Eggers and Ben Tanti

**Apologies:** Gerry Davies, Daniel Casement and Lynda Hamden.

### Acknowledgement of Country

*We would like to acknowledge this land that we meet on today as the traditional lands for the Kaurna People and we respect their spiritual relationship with their country. We also acknowledge the Kaurna People as the custodians of the greater Adelaide region and that their cultural and heritage beliefs are still as important to the living Kaurna People today.*

### Agenda

Item #	Items	Officer
1.	Welcome and apologies Acknowledgement of Country	PIRSA/SA Water





3.	<p><b>Strategic Expansion of NAIS to Barossa / Eden / Clare Valleys</b></p> <ul style="list-style-type: none"> <li>• Cabinet Committee and Cabinet outcomes - Business Case Funding <ul style="list-style-type: none"> <li>○ Government has committed \$800k for a commercial process to take to market.</li> <li>○ A Commercial/ Marketing Strategy Advisor is to be engaged with the Tender documentation for the role soon to be released. Bec Karlson is SA Water's rep on the team to review the tender docs and on the evaluation panel.</li> <li>○ Data validation will be undertaken by both Gerry and Bec.</li> <li>○ Industry engagement will be undertaken via the engagement of the Barossa Grape and Wine Association.</li> <li>○ The Commercial Advisor to assist in ensuring the documentation to be developed does not pre-empt the infrastructure solutions required and leave this (along with the risks) to the private sector.</li> <li>○ SA Water has told BIL that they are working with PIRSA on the project and that PIRSA would be the agency to contact for any enquiries.</li> </ul> </li> <li>• Next Steps and agency involvement <ul style="list-style-type: none"> <li>○ PIRSA is to engage a Probity Advisor via DTF.</li> </ul> </li> </ul> <p><b>Agreed Action</b></p> <p>Gerry to provide a copy of the tender documentation to DTF and Rebecca.</p>	<p>Bengy /All</p>



7.	Previous meeting minutes: Notes / Actions (attached) Previous minutes accepted	All
8.	Other Business	All
9.	Meeting Close	



**Farley, Lisa (PIRSA)**

**From:** Crotti, Simon (DTF)  
**Sent:** Thursday, 30 January 2020 10:04 AM  
**To:** Davies, Gerry (PIRSA)  
**Cc:** Tanti, Benjamin (PIRSA); Paolo, Bengy (PIRSA); Blaskett, Andrew (DTF); Cleggett, Peter (DTF)  
**Subject:** FW: NAIS 2  
**Attachments:** NAIS Stage 2 - Procurement Options.docx

Hi Gerry

DTF Commercial and Economics propose that PIRSA appoint a [REDACTED] commercial advisor; [REDACTED] to progress the NAIS 2 initiative in accordance with Cabinet's approval. One of the advisors' key deliverables will be an information memorandum (IM) that can be provided to proponents as part of a market process. As discussed, we recommend that the IM be objectives based rather than specify a technical solution, to allow flexibility for the market to design the optimal solution that meets the government's objectives within parameters informed by stakeholder engagement, market sounding, and commercial and technical advice.

The attached document steps out the proposed timeframes for appointment of these advisors as well as estimated engagement costs. Following the appointment of advisors, we estimate that development of the IM may take up to 6 months. This process would be overseen by a PIRSA-led Steering Committee. Following development of the IM, Cabinet approval will be required for the market approach and associated expenditure. We have not estimated costs to undertake the full market process.

Commercial and Economics are happy to meet again to discuss the procurement documentation requirements / suggested service specifications for each advisor.

Regards

Simon

**Simon Crotti**

Manager | Commercial and Economics

State Administration Centre, Level 16, 200 Victoria Square ADELAIDE SA 5000

t 8429 0625 | e [simon.crotti@sa.gov.au](mailto:simon.crotti@sa.gov.au) | w [treasury.sa.gov.au](http://treasury.sa.gov.au)



**Government of South Australia**  
 Department of Treasury  
 and Finance



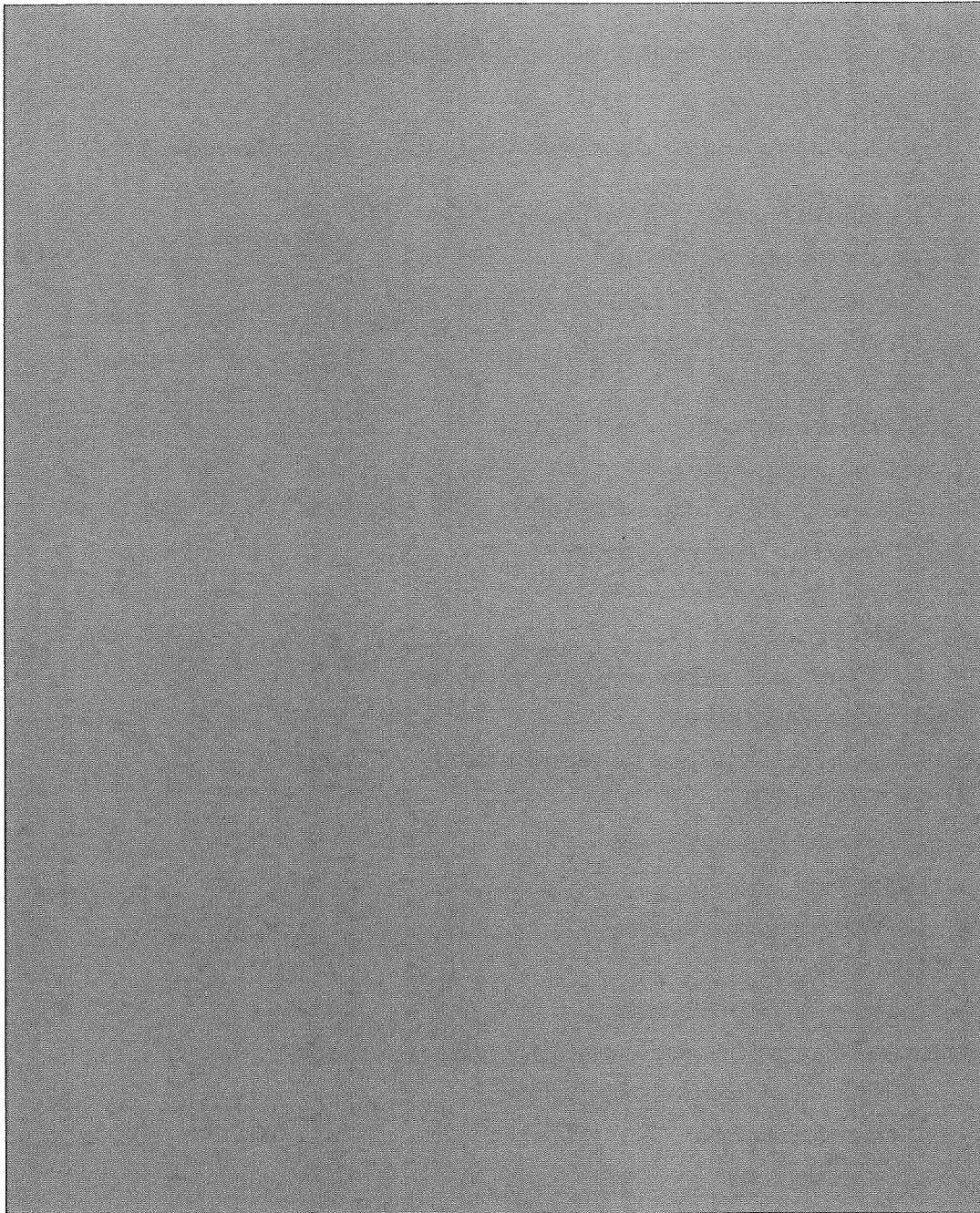
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## NAIS STAGE 2 – PROCUREMENT OPTIONS



Scoping Study / Market Strategy Advisor / [REDACTED]

Procurement Method – Public Invitation to Supply (ITS)

Estimated Value - [REDACTED]

## NAIS STAGE 2 – PROCUREMENT OPTIONS

### Scoping Study / Market Strategy Advisor / [REDACTED]

#### Procurement Timeframes

Acquisition Planning / Approvals (estimated 15+ days); including the development of the following:

- Develop ITS Process Guidelines (Part A)
- Develop Specification (Part B)
- Draft Standard Goods and Services Agreement (Part C)
- Draft Response Schedule (Part D)
- Draft Acquisition Plan;
- Draft Evaluation Plan;
- Determine evaluation panel
- Obtain approvals in line with PIRSA procurement delegations.

Market Approach – 20 business days;

- Release ITS to market;
- Respond to queries;
- Submission close / receipt and register submissions

ITS Evaluation (up to 15 days)

- Distribute ITS responses to the evaluation team;
- Evaluation meetings
- Presentation / reference checks
- Negotiations
- Draft purchase recommendation
- Draft contract
- Evaluation report endorsement

Approvals / Contract Execution (dependent of PIRSA requirements)

- Obtain purchase recommendation approval
- Contract execution
- Unsuccessful debrief

## NAIS STAGE 2 – PROCUREMENT OPTIONS

