

**INLAND  
RAIL** 

# **INVITATION FOR EXPRESSIONS OF INTEREST**

**INLAND RAIL  
GOWRIE TO KAGARU**

**PUBLIC PRIVATE PARTNERSHIP PROJECT**

**29 MARCH 2019**

**ARTC** 

## FOREWORD

Inland Rail is a once-in-a-generation project that will transform the freight rail network in Australia, and lead to robust regional economies, new trading markets, and safer highways. The volume of freight in Australia is expected to nearly double over 20 years, which will put pressure on our existing freight network and our interstate highways.

This growth in freight is, in part, due to the lucrative trading partnerships we have internationally, which provide significant opportunities for Australian producers. The Australian Government has secured trade deals with South Korea, Japan, China and others, including the Trans-Pacific Partnership, which is one of the most comprehensive trade deals ever concluded and will help support Australian businesses to grow and see annual benefits of \$15.6 billion to our national economy by 2030.

Inland Rail will provide the essential spine for Australia's eastern freight network, connecting Melbourne and Brisbane through inland Queensland, New South Wales and Victoria with a transit time of less than 24 hours. It will be a highly efficient, reliable and cost competitive inter-capital freight link, providing farmers and inland communities with access to domestic and export markets. These 1,700 kilometres will be a corridor of commerce.

With more than eight kilometres of tunnels and 58 rail bridges, the Gowrie to Kagaru section is the most technically challenging of Inland Rail. The Toowoomba Range alone requires the construction of a tunnel, approximately 6.5 kilometres long, to create an efficient route through the steep terrain, linking one of Australia's most productive farming regions to Brisbane and Melbourne. This will be an engineering feat driven by government and industry collaboration, with sensitivity towards the environment, communities, food producing regions and flood plains that Inland Rail will traverse.

For these reasons, the Australian Rail Track Corporation (ARTC) will engage a private partner for this section of Inland Rail. We need to harness the creativity and innovation of the private sector to meet the challenges faced over the Gowrie to Kagaru section of the track. We are looking for the best that industry has to offer, with partner/s who understand major infrastructure.

This Invitation for Expressions of Interest (EOI) process establishes a level playing field for all consortia to compete and demonstrate their capabilities. The EOI sets out the expectations for the Public Private Partnership (PPP) along with the proposed timeframes, evaluation criteria and key policy requirements.

A priority for this Government is the approach the proponents will take to local communities and businesses. ARTC has engaged with hundreds of landowners and community members from Gowrie to Kagaru and understands their concerns about, and their hopes for, the project.

It is about protecting their way of life, while enabling prosperity into the future. Local jobs are critical, with Inland Rail expected to create over 7,000 direct and indirect jobs in Queensland and contribute \$7.3 billion to the state economy. The Government and ARTC are investing in apprenticeships and traineeships and in supporting local firms to participate in the delivery of Inland Rail. Every person employed or trained through Inland Rail will have skills and expertise that they can take back to their local communities, becoming a catalyst for more skills building and economic participation.

We want local contracting firms, local businesses, and small and medium enterprises to be actively involved in delivering the Gowrie to Kagaru section, and therefore this EOI is seeking a PPP partner who is committed to local participation.

This EOI process marks the formal commencement of the PPP procurement process, and signifies our Government's commitment to Inland Rail and the many regional communities, farmers and businesses who will benefit from this transformational project.

**The Hon. Michael McCormack MP**  
Deputy Prime Minister  
Minister for Infrastructure, Transport and  
Regional Development

**Senator the Hon. Mathias Cormann**  
Minister for Finance and the Public Service

# INVITATION FOR EXPRESSIONS OF INTEREST

## INLAND RAIL GOWRIE TO KAGARU

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Note: The following part of this Invitation for Expressions of Interest is contained in a separate document:

**PART B — EOI RETURNABLE SCHEDULES**

# 1

## INTRODUCTION



**PART A** – PROJECT OVERVIEW AND RESPONDENT INSTRUCTIONS

# 1. INTRODUCTION

## 1.1. THE OPPORTUNITY

In 2017, the Australian Government committed to the full delivery of Inland Rail with an additional \$9.3 billion equity investment in Australian Rail Track Corporation (ARTC).

Inland Rail is planned to provide a high-capacity freight link between Melbourne and Brisbane through regional Australia to better connect our cities, farms and mines via ports to domestic and international markets.

With a transit time of under 24 hours, Inland Rail should offer freight customers 98 per cent reliability, flexibility for faster and slower services, and freight that is available when the market wants it.

It is estimated that the construction of Inland Rail will:

- ▶ support thousands of crucial jobs in regional and urban areas;
- ▶ reduce the number of trucks on our major highways, helping to make our roads and towns safer; and
- ▶ boost Australia's gross domestic product by \$16 billion over the next 50 years and reduce emissions by 750,000 tonnes.

ARTC has divided the Inland Rail Program into 13 projects across Victoria, New South Wales and Queensland for design and construction purposes. Five of these projects are located in Queensland, three of which (Gowrie to Helidon, Helidon to Calvert and Calvert to Kagaru) will be packaged together and delivered as an availability-based public private partnership (PPP).

An availability-based PPP approach has been selected for the Gowrie to Kagaru (G2K) section of Inland Rail to leverage private sector expertise and innovation in the design, construction, finance, and maintenance of these most technically complex parts of the Inland Rail Program. Project Co will be responsible for maintaining the Maintained Works for a period expected to be 25 years.

The Commonwealth Government has appointed ARTC to deliver the Inland Rail Program, including the G2K PPP. ARTC invites Respondents who have the requisite experience, capability and capacity to submit a response to this Invitation for Expressions of Interest (EOI) to deliver the G2K PPP.

It is expected that ARTC will be responsible for managing access to the Inland Rail infrastructure and that third party rollingstock operators will operate the freight rail services on the infrastructure delivered by Inland Rail.



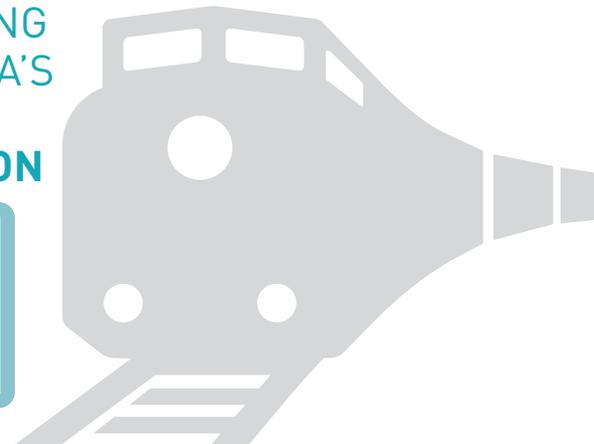
**750,000 LESS TONNES OF CARBON AND 1/3 OF THE FUEL ON THE ROAD**



**INCREASING AUSTRALIA'S GDP BY \$16 BILLION**



**CREATING 1,000s OF JOBS DURING AND AFTER CONSTRUCTION**



## 1.2. ARTC OVERVIEW

ARTC is a Commonwealth Government owned statutory corporation that works with rail operators to provide access to rail for businesses and producers across Australia.

ARTC is:

- ▶ an unlisted public company limited by shares and incorporated under the Corporations Act; and
- ▶ a wholly owned Commonwealth Company for the purposes of the Public Governance, Performance and Accountability Act 2013. The sole Shareholder of ARTC is the Commonwealth of Australia, represented by the Minister for Finance and the Minister for Infrastructure.

Further information on ARTC is available at [artc.com.au](http://artc.com.au)

## 1.3. PURPOSE OF THIS INVITATION FOR EOI

The purpose of this Invitation for EOI is to:

- ▶ provide information to Respondents about the G2K PPP;
- ▶ outline the procurement process and the proposed timetable for the G2K PPP;
- ▶ outline the proposed commercial framework and contracting approach for the G2K PPP;
- ▶ specify the terms and conditions of the EOI Phase;
- ▶ invite registered Respondents to submit EOI Responses;
- ▶ set out the Evaluation Criteria against which ARTC will evaluate each EOI Response to select Shortlisted Respondents and set out the information requirements to facilitate evaluation; and
- ▶ seek feedback from Respondents on the technical, commercial and legal framework.

This Invitation for EOI is provided by ARTC subject to the specific terms and conditions contained in **Appendix A2**.

## 1.4. STRUCTURE OF THIS INVITATION FOR EOI

This Invitation for EOI has been developed in two parts:

- ▶ Part A – Project Overview and Respondent Instructions: this document provides context to the Inland Rail Program and G2K PPP, EOI Response information and instructions to Respondents; and
- ▶ Part B – EOI Returnable Schedules: contains the EOI Response Checklist, EOI Response Deed Poll and other EOI Response requirements, the EOI Returnable Schedules and related appendices.

Collectively these form the 'Invitation for EOI'.



# 2

## REGISTRATION FOR EXPRESSIONS OF INTEREST



## 2. REGISTRATION FOR EXPRESSIONS OF INTEREST

### 2.1. PURPOSE OF REGISTRATION PROCESS

In the interests of transparency, ARTC has made publicly available this Part A of its Invitation for EOI. However, noting the time and cost involved in market participants submitting a response, ARTC has elected to make its response requirements available only to selected parties. Consequently, ARTC is using a Registration for EOI process to identify organisations with the requisite experience and capability to deliver the G2K PPP, which ARTC may invite to submit an EOI Response for the G2K PPP.

Successful registration in this process is a pre-qualification requirement for receiving the Invitation for EOI Part B – EOI Returnable Schedules.

Where a Registration for EOI response is being submitted on behalf of a consortium, all consortium members need not separately complete this registration process<sup>1</sup>.

### 2.2. SELECTION TO PARTICIPATE

The information provided by respondents to this Registration for EOI process may be used by ARTC in its sole and absolute discretion to determine whether a respondent will be invited to participate in the EOI procurement process.

Responses to this initial Registration for EOI process will not be taken into consideration for the EOI evaluation process.

ARTC reserves the right, in its absolute discretion, to deny further involvement by a Registrant, where ARTC does not consider a Registrant to be a bona fide potential organisation or consortium to deliver the G2K PPP in full. Refer to Section 2.3 for further opportunities for unsuccessful Registrants.

In exercising its discretion, ARTC may consider respondents for further participation in its EOI process, based on each respondent's capacity to meet the following criteria:

#### **For contractors**

- ▶ revenue (in Australia or internationally) for the 2017-18 financial year of greater than \$100 million; and
- ▶ experience in large scale (i.e. greater than \$250 million) rail or civil construction or design.

#### **For PPP sponsors, investors or financiers**

- ▶ participation in a PPP project in the last five years.

Registrants must submit all information requested in the Response Schedule attached as **Appendix A6**. No other information need be submitted.

Organisations who have previously demonstrated the requisite experience and capability to deliver the G2K PPP through the Registration of Interest (ROI) process conducted by ARTC in October 2018 will automatically qualify as a Successful Registrant. However, that does not preclude other parties from applying.

Organisations may contact **IRPPP@ARTC.com.au** to clarify their status regarding qualification through the ROI process.

Successful Registrants will be advised of their selection to participate in the EOI process and will then be required to provide a signed Confidentiality and Information Deed Poll before being provided with access to the Invitation for EOI Part B – EOI Returnable Schedules.

Noting that the Invitation for EOI Part B - EOI Returnable Schedules will be made available from 8 April 2019, interested parties are strongly advised to register and provide their signed Confidentiality and Information Deed Polls by 3:00pm (AEST) on 5 April 2019.

### 2.3. UNSUCCESSFUL REGISTRANTS

Organisations which do not become Successful Registrants and who may wish to participate as a potential supplier should register their details at **inlandrail.artc.com.au/register**. This allows interested parties who register to ask questions, participate in online consultation and receive newsletters.

Should a Registrant be unsuccessful and wish to have its details provided to the Successful Registrants, ARTC will arrange for those details to be provided. Registrants wishing to be included in this arrangement should provide their consent by answering 'Yes' to the relevant option in the Response Schedule in **Appendix A6**.

<sup>1</sup>All consortium members will, however, be required to complete and execute a Confidentiality and Information Deed Poll in the form provided by ARTC following receipt and review of registrations.

# 3

## INLAND RAIL PROGRAM



**PART A – PROJECT OVERVIEW AND RESPONDENT INSTRUCTIONS**

## 3. INLAND RAIL PROGRAM

### 3.1. PROGRAM OVERVIEW

It is estimated that the transport and logistics sectors of the Australian economy contribute 14.5% of the nation's Gross Domestic Product, with Australia's supply chain worth an estimated \$150 billion every year<sup>2</sup>.

Efficient transport of freight to market maximises the economic returns to the Australian economy.

In contrast, inefficient infrastructure networks are one of the key reasons why Australia's productivity has declined and is a key driver of the cost of living pressures affecting Australians.

For example, the existing interstate freight railway bypasses some of Australia's most productive agricultural regions. This limits the ability of regional suppliers and industries to access efficient transport networks and inhibits productivity and economic growth for regional communities.

With Australia's population projected to increase by 11.8 million people by 2047, productive freight networks, ports and other critical infrastructure are key to efficient supply chains and to Australia's competitiveness.

Freight volumes on Australia's east coast are forecast to more than double by 2050 – existing road and rail networks may not cope with this increase in freight without further investment.

Inland Rail is a once-in-a-generation project connecting regional Australia to domestic and international markets.

It is expected to complete the 'spine' of the national freight network between Melbourne and Brisbane via regional Victoria, New South Wales and Queensland.

Inland Rail is planned to offer a decisive step change in capacity, capability and interoperability of the national freight rail system.

It should be connected: it is planned to serve a variety of freight markets, not just Melbourne-Brisbane, with significant demand from regional commodities and interstate freight. Inland Rail is planned to intersect the East-West corridor at Parkes, better connecting all state mainland capitals.

It should be fast: it is planned to transit freight more efficiently – from Melbourne to Brisbane in less than 24 hours (compared to 33 hours currently), increasing reliability to 98%, which could be expected to make the rail freight option road-competitive<sup>2</sup>.

With Inland Rail offering a road competitive service, rail market share from Melbourne to Brisbane could be expected to increase from 26% in 2013-14 to 62% by 2049-50.

Attracting freight from road should reduce congestion on our roads and freight rail networks, reducing the burden on those routes and improving safety.

Rail freight also has an environmental dividend compared with the road-based alternative, producing 750,000 fewer tonnes of carbon and burning 1/3 of the fuel of road freight.

It is estimated that Inland Rail will reduce supply chain costs by an estimated \$10 per tonne and create up to 16,000 jobs during construction and 700 ongoing jobs once operational<sup>2</sup>.

Inland Rail is projected to increase Australia's GDP by \$16 billion during construction and over its first 50 years of operation<sup>2</sup>.

### 3.2. INLAND RAIL PROGRAM OBJECTIVES

The objectives of the Inland Rail Program are to:

- ▶ provide a backbone rail link between Melbourne and Brisbane that is interoperable with train operations between Perth and Adelaide in order to serve future rail freight demand and stimulate growth for inter-capital and regional/bulk rail freight;
- ▶ provide an increase in productivity that should benefit consumers through lower freight transport costs;
- ▶ provide a step-change improvement in rail service quality in the Melbourne to Brisbane corridor to deliver a freight rail service on the east coast that is competitive with road services;
- ▶ improve road safety, ease congestion and reduce environmental impacts by moving freight from road to rail;
- ▶ bypass bottlenecks on congested metropolitan rail networks on the east coast and free up train paths for other services on the coastal route; and
- ▶ act as an enabler for regional economic development along the Inland Rail corridor.

<sup>2</sup> Inland Rail Program Business Case (2015).

### 3.3. INLAND RAIL PROGRAM SCOPE

A summary of the Inland Rail Program scope is outlined below in **Table 1**. The new and upgraded track is planned to enable the use of double-stacked, 1,800m long trains with a 21 tonne axle load at a maximum speed of 115km/h, allowing for the transit of greater freight volumes. Each train could carry the equivalent freight volume of 110 B-double trucks. ARTC is considering approaches to future proofing the track to allow for train lengths to increase up to a maximum length of 3,600m. Further details will be provided in the RFP phase.

These details (as at May 2018) are indicative and subject to change.

**TABLE 1 – INLAND RAIL PROGRAM SCOPE**

PROJECT	NATURE OF TRACK WORKS	LENGTH (KM)
Tottenham to Albury (T2A)	Upgrade	305
Albury to Illabo (A2I)	Upgrade	185
Illabo to Stockinbingal (I2S)	New	37
Stockinbingal to Parkes (S2P)	Upgrade	169
Parkes to Narromine (P2N)	Upgrade	107
	New	5
Narromine to Narrabri (N2N)	New	300
Narrabri to North Star (N2NS)	Upgrade	188
	New	1.6
North Star to NSW/QLD Border (NS2B)	New	37
NSW/QLD Border to Gowrie (B2G)	New	146
	Upgrade	78
Gowrie to Helidon (G2H)	New	26
Helidon to Calvert (H2C)	New	47
Calvert to Kagaru (C2K)	New	53
Kagaru to Acacia Ridge & Bromelton (K2ARB)	Upgrade	49
<b>Total</b>	<b>Upgrade/ New</b>	<b>1,734</b>

### 3.4. INLAND RAIL SERVICE OFFERING

The Inland Rail Service Offering is central to Inland Rail and reflects the priorities of freight customers. It was developed in consultation with customers, rail users (including rail operators, freight forwarders and end customers) and other key stakeholders.

The key elements of the Service Offering are as follows:

- ▶ road competitive pricing;
- ▶ 98% reliability;
- ▶ transit in less than 24 hours from Melbourne to Brisbane (currently 33 hours); and
- ▶ freight availability when the market wants it.

Further information on the Inland Rail Service Offering is available at: [inlandrail.com.au/service-offering](http://inlandrail.com.au/service-offering)



# GOWRIE TO KAGARU PPP PROJECT



## 4. GOWRIE TO KAGARU PPP PROJECT

The aim of the G2K PPP is for ARTC to enter into an appropriate contractual arrangement for the design, construction, financing and maintenance of the G2K section of Inland Rail. The procurement objectives of the G2K PPP are to:

- ▶ deliver the G2K PPP at a cost and quality that delivers an affordable, value for money solution for ARTC;
- ▶ achieve an optimal risk allocation between ARTC and the successful Proponent;
- ▶ secure all necessary approvals and support (internal and external) required at this stage to allow delivery to proceed; and
- ▶ ensure that the outputs of the G2K PPP facilitate smooth and sustainable progression through delivery (including through de-risking activities for the delivery phase, where possible and appropriate).

### 4.1. PROJECT SCOPE OVERVIEW

The Project Works to be delivered by Project Co are bounded by Gowrie to the north-west of Toowoomba and Kagaru approximately 60 km south of the Brisbane Central Business District (CBD). The proposed alignment for the G2K PPP is shown in **Figure 1** below.

A Reference Design for the G2K PPP is currently under development. Details will be provided to Respondents during the EOI phase.

It is planned that the G2K PPP will be designed to support the key characteristics of reliability, price, transit time and availability of the Inland Rail Service Offering, in particular:

- ▶ single dual gauge (standard gauge (1,435 mm) and narrow gauge (1,067 mm)) track and associated infrastructure to accommodate bi-directional operations;
- ▶ freight trains of 1,800 m in length;
- ▶ double stacked container freight operations; and
- ▶ certain passenger service operations.

The G2K PPP is expected to support the operation of a number of rollingstock locomotive and consist types, with varied freight cargo including coal, steel, livestock and agricultural products.

#### 4.1.1. G2K PPP PROJECT SCOPE – D&C PHASE

The D&C phase scope of the G2K PPP comprises the design and construction of the Maintained Works and the Returned Works, as well as integration and commissioning activities. This scope is expected to include:

- ▶ rail infrastructure: railway tracks including formation, trackside furniture, rail systems and associated maintenance access and depot facilities;
- ▶ civil works: landscaping, cuttings, embankments, bridges, viaducts, culverts, longitudinal drainage, noise and vibration mitigation, roads, grade separations of roads and rail, structures including creek crossings and pedestrian overpasses; and
- ▶ tunnels: tunnels and tunnel systems including fire and life safety, mechanical and electrical equipment, plumbing and drainage, and security.

Based on the latest Reference Design, which will be subject to further development, the D&C phase project scope is expected to include:

- ▶ approximately 126 km of track and associated rail systems;
- ▶ tunnels under each of the Toowoomba, Little Liverpool and Teviot Ranges, approximately 6.5 km, 1.1 km and 1 km long, respectively;
- ▶ significant earthworks (approximately 12M m<sup>3</sup> of cut and 10.5M m<sup>3</sup> of fill);
- ▶ approximately 37 bridges and 21 viaducts, totalling 2.8 km and 12.3 km respectively;
- ▶ 25 level crossings and 10 road-over-rail grade separations;
- ▶ 29 road realignments and the construction of new road accesses;

**FIGURE 1 – G2K ALIGNMENT**



- ▶ interface works to connect to the existing ARTC line at Kagaru and interfaces to the Queensland Rail-operated West Moreton line; and
- ▶ environmental and sustainability works along the length of the alignment.

Project Co will be required to undertake certain integration and commissioning activities as part of achieving Provisional Acceptance. Project Co will also have obligations between Provisional Acceptance and Final Acceptance.

#### 4.1.1.1. RETURNED WORKS

Project Co will be responsible for design and construction of certain assets which must be completed and handed back to ARTC or the relevant owner/operator. The Returned Works will not form part of Project Co's asset management obligations during the maintenance phase, but will be subject to a post-completion defects liability period and fit-for-purpose warranties. Project Co will be responsible for the design and construction (and any remediation works required) of the Returned Works, which are as follows:

- ▶ G2K track, including ballast, sleepers, rail and fixings;
- ▶ civil works relating to any ARTC signals and train control-related trackside equipment;
- ▶ any road impacts associated with the G2K PPP within the four council jurisdictions (Toowoomba Regional Council, Lockyer Valley Regional Council, Ipswich City Council and Scenic Rim Regional Council);
- ▶ any road impacts associated with the G2K PPP within the three Department of Transport and Main Roads (DTMR) jurisdictions (Darling Downs, Metropolitan and South Coast);
- ▶ works required to connect the G2K track to Queensland Rail's existing line and works impacting Queensland Rail's assets including track, level crossings and conventional signalling;
- ▶ the design, modification or relocation of any utility infrastructure impacted by the G2K PPP; and
- ▶ any accommodation works associated with adjacent private land owners.

The scope of Returned Works is subject to further refinement. Further details of this scope will be provided during the RFP Phase.

#### 4.1.1.2. MAINTAINED WORKS

The Maintained Works represents all other works in the D&C phase scope of the G2K PPP that do not form part of the Returned Works (i.e. all works within the rail corridor including the rail infrastructure, civil works and tunnels).

#### 4.1.2. G2K PPP PROJECT SCOPE – MAINTENANCE PHASE

Project Co will be responsible for maintaining the Maintained Works over a maintenance phase term which is expected to be in the order of 25 years (refer to Section 5.4 for further details on the contract term). Project Co will be responsible for delivery of defined maintenance services and ensuring that the Maintained Works are available in accordance with ARTC's operational requirements.

Services during the maintenance phase will only be in relation to the Maintained Works, with the maintenance of Returned Works to be the responsibility of the entity to which those works are returned by Project Co.

To facilitate asset management and maintenance planning and execution, Project Co will be required to establish an asset register.

#### 4.1.3. RAIL SIGNALLING AND TELECOMMUNICATIONS WORKS

A separate Signalling Contractor will specify, design, supply, install, inspect and test, integrate and ensure acceptance of the rail network management systems for the Inland Rail Program (including the G2K PPP).

These rail network management works required for, or affected by the G2K PPP, are likely to include:

- ▶ equipment and data radio;
- ▶ fixed telecommunications (installation and testing);
- ▶ voice radio (train control) through the tunnels;
- ▶ voice radio (emergency services) through the tunnels; and
- ▶ public telecommunications through the tunnels including coverage of all underground areas.

Within tunnels structures (including tunnel portals), the Signalling Contractor will specify, design, supply, inspect and test, integrate, and ensure acceptance of the rail network management systems. Project Co may perform installation in the tunnels area.

Project Co may be responsible for signalling works associated with level crossings and points operation. Further details of the scope will be provided during the RFP Phase.

There will be a significant interface between ARTC, the Signalling Contractor and Project Co, as each party will need to be involved in design development (to ensure Project Co's G2K PPP design adequately provides for the future installation of these systems) as well as the final completion and commissioning process. Contractual obligations of the parties will be defined in the RFP Phase.

The signalling strategy for the G2K PPP is still being developed by ARTC and is subject to further refinement. Respondents are requested to prepare for the RFP Phase in such a way that they would be able to respond to the inclusion of signalling works in the scope of the PPP, should the need arise.

## 4.2. APPROVALS

### 4.2.1. ENVIRONMENTAL APPROVALS

The G2K PPP is divided into three separate projects (Gowrie to Helidon, Helidon to Calvert and Calvert to Kagaru) for the purposes of environmental approvals. Each has been declared as a 'coordinated project' under section 26(1)(a) of the *State Development and Public Works Organisation Act 1971* (Qld) (SDPWO Act) requiring the preparation and submission of Environmental Impact Statements (EISs) to the Queensland Coordinator-General. Each project has also been referred to the Commonwealth Minister for Environment under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) (EPBC Act) and each determined to be a 'controlled action'. The assessment of matters of national environmental significance is being undertaken utilising the provisions of the bilateral agreement between the Commonwealth and Queensland governments.

It is anticipated that the aforementioned process will result in the preparation of three Coordinator-General Evaluation reports including recommendations and imposed conditions, in addition to three approvals under Part 9 of the EPBC Act (EPBC Approval) from the Commonwealth Minister for the Environment.

The EIS process is currently underway and the draft documents are expected to be submitted by ARTC to the Coordinator General in Q4 2019 with approvals expected in Q3 of 2020. ARTC is proposing to manage the EIS approval process in parallel with the procurement process for the G2K PPP Project in order to coordinate the achievement of construction completion of the G2K PPP Project in line with the overall Inland Rail Program.

Significant development of the proposed design, construction or operation of the G2K PPP through the procurement process may necessitate amendments to the EIS submission (including a request for project change), for example, to address innovative approaches proposed by the Successful Proponent.

This introduces risks with regard to program and potentially deliverability. Other risks that may arise in connection with innovative proposals include land acquisition and stakeholder management. Consequently, ARTC will only accept innovative proposals where ARTC is convinced that the associated technical, cost, risk and program benefits outweigh any disadvantages of such proposals. Where innovative proposals are accepted following RFP evaluation, ARTC may accept responsibility for delivering related primary approvals before Financial Close.

Project Co will be required to obtain all remaining environmental permits and approvals, including any requests for project change that may be needed after Financial Close.

Project Co will be required to comply with all relevant State EIS approvals and EPBC Approvals.

### 4.2.2. OTHER PERMITS AND APPROVALS

Project Co is to obtain all necessary permits and approvals prior to relevant work commencing.

Further details in relation to permits and approvals will be provided in the RFP Documents.

## 4.3. SUSTAINABILITY

As a nationally significant transport initiative, it is essential that sustainability is embedded into the design, construction and operation of the G2K PPP. The sustainability objectives of the Inland Rail Program are:

- ▶ leadership, continual improvement and awareness;
- ▶ protect and enhance the local environment and cultural heritage (European and Indigenous);
- ▶ optimise resource efficiency and waste management;
- ▶ embed sustainable procurement;
- ▶ achieve sustainable people-focused outcomes (including workforce, local and indigenous populations), community health and wellbeing and stakeholder and community engagement; and
- ▶ efficient and resilient operations.

The G2K PPP has been registered for an Infrastructure Sustainability Council of Australia (ISCA) Infrastructure Sustainability (IS) Program rating. As part of this Program rating, Project Co must register with ISCA for an individual IS rating. Project Co must achieve a certified minimum rating of 'Excellent' for 'Design and As-Built', with a suitable contingency of points, using the ISCA IS V1.2 rating scheme, with focus credits aligning with the G2K PPP sustainability objectives.

## 4.4. INDEPENDENT VERIFIER

ARTC intends to engage an entity to provide independent verification services in respect of the delivery of the G2K PPP.

Engagement of the entity or entities to provide independent verification services in respect of the delivery of the G2K PPP is expected to commence in the second half of 2019.

Further details of the scope of the independent certification and verification services will be provided during the RFP Phase.

## 4.5. CONCEPT OF OPERATIONS

ARTC has developed a Concept of Operations which provides a baseline for understanding and defining the conceptual operations of the Inland Rail Program. This document captures the operational inputs and modelling assumptions as functional requirements. It includes the tonnage profile and train plan. The Concept of Operations currently anticipates a train every 20 minutes on average in 2039.

An operational plan will be provided to Shortlisted Respondents at the RFP Phase.

Shortlisted Respondents may be required to undertake operational modelling as part of their Proposal. Further details will be provided during the RFP Phase.

## 4.6. MANAGEMENT REQUIREMENTS

### 4.6.1. INTEGRATED MANAGEMENT SYSTEM

Project Co will be required to develop and implement an integrated management system to manage the delivery of the Project Works, including, but not limited to:

- ▶ project management, including financial and schedule management;
- ▶ rail safety accreditation;
- ▶ work health and safety management;
- ▶ interface management;
- ▶ configuration management;
- ▶ environmental and sustainability management;
- ▶ communications and stakeholder engagement management;
- ▶ design management;
- ▶ quality assurance management;
- ▶ property and land management;
- ▶ construction management (including traffic management); and
- ▶ transition and acceptance requirements.

Further details of key management requirements are provided below.

### 4.6.2. RAIL SAFETY ACCREDITATION

The Office of the National Rail Safety Regulator (ONRSR) has the responsibility for regulatory oversight of rail safety in Australia, including obligations under Rail Safety National Law (RSNL).

Project Co will be required to comply with RSNL.

The RIM accreditation strategy for the G2K PPP is still being developed by ARTC, and is subject to further refinement. It is currently anticipated that:

- ▶ Queensland Rail will maintain Rail Infrastructure Manager responsibilities in its rail operational areas throughout all phases of the G2K PPP;
- ▶ ARTC will maintain the Rail Infrastructure Manager responsibilities in its rail operational areas throughout all phases of the G2K PPP; and
- ▶ Project Co (or its D&C Subcontractor) will be responsible for obtaining and procuring any necessary approvals or accreditation to deliver the Project Works as required under RSNL. This will include RIM accreditation for the Project Works during the D&C phase (except where Project Co or its D&C Subcontractor will be working under ARTC's or Queensland Rail's RIM accreditation).

Respondents should be aware that Project Co's scope may include the requirement to procure and run test train(s) prior to Provisional Acceptance (under Project Co's RIM accreditation), and are requested to take steps to prepare for such an eventuality in the RFP.

Project Co will also be responsible for obtaining and procuring necessary approvals and maintaining safe systems of work to be compatible with:

- ▶ Queensland Rail's accreditation, as Project Co will be required to work under Queensland Rail's RIM accreditation in the areas of crossover between the existing Queensland Rail line and the newly constructed G2K PPP, and for tie-ins at Gowrie; and
- ▶ ARTC's accreditation, as Project Co will be required to work under ARTC's RIM accreditation for tie-ins at Kagaru.

Project Co will also be required to assist ARTC to achieve any variation of ARTC's accreditation required for additional or changed operations such as train operation in the tunnels.

Project Co will also be responsible for ensuring:

- ▶ an appropriate Safety Management System is in place for the construction (and associated activities) of the Project Works; and
- ▶ the construction activities and maintenance phase services are to be performed in accordance with the relevant safety management systems, legislation and applicable accreditation.

**Figure 2** provides a high-level overview of the expected accreditation responsibilities for each Project phase. This allocation of responsibilities may change as ARTC’s RIM accreditation strategy is developed. Further details will be provided in the RFP Documents.

### 4.6.3. SYSTEMS ENGINEERING AND ASSURANCE

#### 4.6.3.1. OVERVIEW

The delivery of the G2K PPP will follow a Systems Engineering approach in accordance with ONRSR’s Guideline for Major Projects.

Project Co will be required to:

- ▶ develop Systems Engineering Management plans in accordance with ISO/IEC/IEEE 15288;
- ▶ develop a Requirements Management Plan that presents the proposed hierarchy of requirements artefacts to be developed, requirements traceability, requirements data model and requirements change management; and
- ▶ develop a detailed Integration Management Plan.

#### 4.6.3.2. SYSTEM REQUIREMENTS SPECIFICATION

During the RFP Phase, Shortlisted Respondents will be required to prepare a draft System Requirements Specification (SRS) to describe how their proposed solution will satisfy the project requirements should they become the Successful Proponent.

The Successful Proponent will be required to prepare a detailed SRS (to align with a Requirements Database such as DOORS) including supporting system architecture, sub-system requirements and integration.

#### 4.6.3.3. INTERFACE CONTROL

Given the interface between the Project Works and the Queensland Rail existing line and other Inland Rail sections etc., detailed definition of interfaces will be required to fully describe the approach that will be taken.

For complex interactions, it is expected that a detailed Interface Control Document (ICD), managed under the Requirements Management Plan, may be required to fully describe the approach that will be taken.

During the RFP Phase, Shortlisted Respondents will be required to establish an interface register identifying all anticipated interface management activities.

Following Financial Close, Project Co will be required to establish interface documentation and maintain an interface register to manage interactions with all interfacing parties.

Also refer to Section 5.4. regarding management of interfaces.

**FIGURE 2: ANTICIPATED ALLOCATION OF RAIL SAFETY RESPONSIBILITIES BY PROJECT PHASE**

PHASE	RIM PARTY		
	PROJECT CO	QUEENSLAND RAIL	ARTC
<b>D&amp;C PHASE</b>	Project Works (excl. operational areas of Queensland Rail Network and Queensland Rail Returned Works)*	Operational areas of Queensland Rail Network and Queensland Rail Returned Works	N/A*
<b>TESTING AND COMMISSIONING PHASE (POST PROVISIONAL ACCEPTANCE)</b>	N/A	Operational areas of Queensland Rail Network	Maintained Works and ARTC Returned Works
<b>MAINTENANCE PHASE</b>	N/A	Operational areas of Queensland Rail Network	Maintained Works and ARTC Returned Works

\* During the D&C phase, it is anticipated that RIM responsibility for track tie-ins at Gowrie will remain with Queensland Rail, and at Kagaru will remain with ARTC. Project Co will likely undertake these tie-in works under Queensland Rail and ARTC’s accreditation, respectively. Project Co will undertake Testing and Commissioning and maintenance under ARTC’s accreditation. Project Co (or its D&C Subcontractor) will also be required to enter into RIM interface agreements with other RIMs.

#### 4.6.4. SAFETY

##### 4.6.4.1. WORK HEALTH & SAFETY

ARTC has an overarching objective of delivering the Inland Rail Program (including the G2K PPP) safely, preventing all harm to workers and others affected by the Project Works. This will be demonstrated by inspiring an exceptional health and safety performance.

ARTC requires exceptional, 'best practice' health and safety management, including that all health and safety risks are identified and subsequently eliminated or satisfactorily controlled. ARTC also expects the development and implementation of safety initiatives to drive continuous improvement of safety and performance throughout the delivery of the G2K PPP.

Meeting these obligations requires proactive management of health and safety by ensuring compliance with:

- ▶ all relevant health and safety laws;
- ▶ all relevant electrical safety laws;
- ▶ RSNL; and
- ▶ all mandatory State and Federal safety management requirements.

During the RFP Phase, Shortlisted Respondents will be required (amongst other requirements) to demonstrate how it, its Respondent Members and its subcontractors intend to implement, comply with, monitor and review ARTC's minimum conditions regarding the protection of underground services, including how these will be managed through the Shortlisted Respondent's work health and safety management plan.

##### 4.6.4.2. RAIL SAFETY

A draft Systems Assurance Plan including the Systems Engineering and Safety Assurance Plans will be provided by ARTC and the approach of Project Co will be required to be compatible with this.

Project Co will be required to develop a Systems Assurance Management Plan during the RFP Phase demonstrating how it will conform to ARTC's assurance requirements. Project Co's management plan shall demonstrate how rail safety will be achieved, including how it will meet its obligations under Queensland Rail's RSNL accreditation (and ARTC's RSNL accreditation in relevant areas), and will be responsible for ensuring all the system safety requirements are identified and managed. Further details are in the System Safety section below (refer Section 4.6.4.3).

Project Co and its subcontractors will be required to provide evidence and cooperate with any other requests from auditors, including from Queensland Rail, ONRSR and the Independent Safety Assessor to confirm compliance with rail safety obligations.

##### 4.6.4.3. SYSTEM SAFETY

Project Co will be required to develop a System Safety Assurance Plan and be responsible for assuring all the system safety requirements are identified and conform with European Committee for Electrotechnical Standardization (EN) 50126.

The G2K PPP's System Safety Assurance process shall be based on a 'progressive assurance' framework adopting the following three System Assurance principles:

- ▶ risk based;
- ▶ progressive; and
- ▶ chain of assurance.

A deliverable of the System Safety Assurance process shall include the collection of robust evidence of compliance to legislative instruments and conformance to the G2K PPP's operational performance and technical requirements. Consequently, robust evidence of System Safety Assurance shall be required to be managed by Project Co with documentation coverage commencing at Financial Close and extending through to asset handover.

The System Safety Assurance Plan shall address the proposed hierarchy of safety cases to support accreditation, including operational safety.

Additionally, Project Co shall be required to provide relevant System Safety Assurance manuals to inform the safe operation and maintenance of the assets to assure the safety of the System and its component Sub-systems.

Project Co's Safety Assurance Plan shall therefore be required to cover Project Co's portion of the Project Works as well as where Project Co shall be required to work in relevant areas, under Queensland Rail's accreditation or ARTC's accreditation.

#### 4.6.5. MANAGING DISRUPTION

It will be the responsibility of Project Co to manage and limit disruption for local residents and businesses along the G2K PPP alignment. This will include managing:

- ▶ disruption to Queensland Rail and ARTC rail operations;
- ▶ noise, dust and vibration as a result of construction activities;
- ▶ closures to roads, bikeways and footpaths; and
- ▶ disruption to amenity.

#### 4.6.6. BUILDING INFORMATION MODELLING (BIM)

Project Co will be required to implement Building Information Modelling (BIM) over the full lifecycle of the G2K PPP.

#### 4.6.7. COMMONWEALTH GOVERNMENT REQUIREMENTS

A number of Commonwealth Government policies, guidelines and related requirements are applicable to the G2K PPP.

**Appendix A5** provides a high-level overview of these documents and their applicability to G2K PPP.

#### 4.7. REFERENCE DESIGN

A Reference Design for the G2K PPP is currently under development, based on the 2015 Business Case. Details will be provided to Respondents during the EOI phase.

#### 4.8. KEY STAKEHOLDERS

As a high-profile project, the G2K PPP attracts significant interest from media, community and industry. ARTC has engaged with a wide range of stakeholders regularly throughout the planning phase of the G2K PPP.

Project Co will be required to provide highly experienced personnel in its team with requisite capability in managing complex stakeholder issues in the delivery of large complex projects.

The approach to management of stakeholder issues will be further developed during the RFP Phase and will include specific obligations for Project Co that reflect lessons learned from recent precedent projects.

Key stakeholders include:

- ▶ The Commonwealth Government;
- ▶ The Queensland State Government, including:
  - ▶ the Department of Transport and Main Roads and Queensland Rail;
  - ▶ emergency services;
  - ▶ other relevant departments and agencies;
  - ▶ elected representatives;
- ▶ local government;
- ▶ ONRSR;
- ▶ rollingstock operators;
- ▶ community, including affected residents, businesses and organisations;
- ▶ interest groups;
- ▶ public utility plant authorities; and
- ▶ industry and media organisations.

#### 4.9. COMMUNITY ENGAGEMENT

Project Co, in conjunction and consultation with ARTC, will be required to actively engage with the local community in all areas along the G2K PPP alignment, particularly in those areas where there is perceived sensitivity or immediately apparent local issues.

ARTC has committed to ongoing consultation with stakeholders, particularly residents and businesses within close proximity to the alignment and any other high intensity construction areas associated with the Project Works.

Community consultation going forward will:

- ▶ continue to raise awareness of the G2K PPP;
- ▶ provide specific and individualised advice about Project impacts; and
- ▶ encourage and gain valuable feedback on the G2K PPP (including feedback on key G2K PPP announcements and decisions).

Project Co, in conjunction and consultation with ARTC, will be required to manage all aspects of community engagement in relation to the delivery of the G2K PPP.

# 5

## PROPOSED COMMERCIAL AND LEGAL FRAMEWORK

**PART A** – PROJECT OVERVIEW AND RESPONDENT INSTRUCTIONS

## 5. PROPOSED COMMERCIAL AND LEGAL FRAMEWORK

### 5.1. OVERVIEW

ARTC is seeking to contract with a single consortium to deliver the G2K PPP. The principal contractual framework with Project Co will be contained within a Project Deed, which will establish an availability-based PPP for the delivery of the Project Works and maintenance of the Maintained Works. The high-level payment arrangements under the Project Deed will comprise ARTC capital contributions and periodic services (availability) payments to Project Co.

### 5.2. APPROACH

There is a large range of delivery models available to ARTC for the Project Works, however, an availability based PPP has been identified as the most appropriate delivery model, including on the basis that it is conducive to achieving:

- ▶ optimal allocation of risk;
- ▶ on-time completion;
- ▶ safe operation;
- ▶ innovation; and
- ▶ price and budget certainty for ARTC.

### 5.3. PRINCIPAL AGREEMENTS

The key agreements to be entered into by Project Co for the G2K PPP are summarised in **Table 2**. This list is subject to further refinement by ARTC. ARTC will release the draft Project Documents to Shortlisted Respondents with the RFP Documents. The list does not include any intergovernmental agreements or agreements between ARTC and the Queensland Government.

**TABLE 2: KEY PROJECT DOCUMENTS – G2K PPP**

ARTC PROJECT DOCUMENTS	DESCRIPTION
<b>PROJECT DEED</b>	<p>The Project Deed between Project Co and ARTC is the primary legal document that sets out the rights and obligations of the parties for the delivery of the Project Works and maintenance of the Maintained Works, including:</p> <ul style="list-style-type: none"><li>▶ the term of the G2K PPP;</li><li>▶ design, construction and management requirements;</li><li>▶ maintenance requirements;</li><li>▶ interface management arrangements;</li><li>▶ safety and accreditation;</li><li>▶ completion and commissioning (which, where applicable, will align with Project Co's obligations under the Queensland Rail Interface Agreement);</li><li>▶ Project Co providing assistance to ARTC to enable it to vary its accreditation to operate the Project Works;</li><li>▶ the minimum availability and performance standards;</li><li>▶ incident and fault management;</li><li>▶ site access and occupancy rights;</li><li>▶ insurance and risk;</li><li>▶ default, step-in and termination rights of ARTC;</li><li>▶ payment mechanism and abatement regime; and</li><li>▶ ARTC capital contributions.</li></ul>

ARTC PROJECT DOCUMENTS	DESCRIPTION
<b>QUEENSLAND RAIL INTERFACE AGREEMENT</b>	<p>Project Co must plan, coordinate, program, deliver and integrate the performance of the Project Works with the existing Queensland Rail infrastructure. ARTC anticipates that a Queensland Rail Interface Agreement will be entered into between ARTC, Project Co, Queensland Rail and DTMR. Project Co's interface and commissioning responsibilities will be set out in the Project Deed (which is Project Co's primary delivery agreement) but also within the Queensland Rail Interface Agreement in respect to the Queensland Rail infrastructure.</p> <p>The Queensland Rail Interface Agreement will detail the responsibilities and accountabilities of each party in relation to matters such as:</p> <ul style="list-style-type: none"> <li>▶ involvement of Queensland Rail in the design development process (to the extent applicable);</li> <li>▶ delivery of Returned Works to Queensland Rail;</li> <li>▶ access to Queensland Rail land, including track possessions;</li> <li>▶ safety and accreditation;</li> <li>▶ maintenance of certain rail systems;</li> <li>▶ overarching interface principles; and</li> <li>▶ the specific testing and commissioning obligations of each party in relation to Queensland Rail Returned Works and Queensland Rail's existing infrastructure.</li> </ul> <p>The approach to the Queensland Rail Interface Agreement, including the parties to that agreement, is subject to further discussion and refinement with Queensland Rail and DTMR. Further details will be provided to Shortlisted Respondents during the RFP Phase.</p>
<b>DIRECT DEEDS</b>	<p>ARTC will enter into a number of direct deeds with members of Project Co's consortium, including with the D&amp;C subcontractor, the maintenance subcontractor and financiers.</p>
<b>OTHER AGREEMENTS</b>	<p>The Project Documents will also include:</p> <ul style="list-style-type: none"> <li>▶ the Independent Verifier Agreement;</li> <li>▶ third party agreements;</li> <li>▶ ARTC Security; and</li> <li>▶ other agreements, to be confirmed at the commencement of the RFP Phase.</li> </ul>

<b>CONSORTIUM PROJECT DOCUMENTS</b>	DESCRIPTION
<b>FINANCE AND EQUITY DOCUMENTS</b>	<p>These documents will govern the terms and conditions associated with the provision of private sector debt and equity finance to Project Co.</p>
<b>PROJECT CO SUBCONTRACTS</b>	<p>These are the agreements that Project Co will enter into with its subcontractors to design and construct the Project Works and maintain the Maintained Works.</p>

## 5.4. COMMERCIAL PRINCIPLES – G2K PPP

**Table 3** below outlines the proposed commercial principles for the G2K PPP. ARTC will continue to develop these prior to the release of the RFP Documents.

The proposed commercial principles have been developed based on the indicative risk allocation matrix included at **Appendix A3**. Respondents are invited to provide feedback in relation to the proposed commercial principles through the EOI Returnable Schedule in Section 6 of the Invitation for EOI – Part B. The provision of feedback is optional. Any feedback provided will not be considered as part of the EOI Response evaluation process.

**TABLE 3: COMMERCIAL PRINCIPLES – G2K PPP**

PRINCIPLE	PROPOSED POSITION
<b>CONTRACT TERM</b>	<p>While still under consideration, the contract term for the G2K PPP is expected to be 25 years from Provisional Acceptance.</p> <p>The term will ultimately be chosen to balance a number of factors, including:</p> <ul style="list-style-type: none"> <li>▶ lifecycle and major maintenance programs; and</li> <li>▶ financing efficiency.</li> </ul> <p>The contract term will be confirmed in the RFP phase.</p>
<b>DESIGN AND CONSTRUCTION</b>	<p>During the D&amp;C Phase, Project Co is to be responsible, at its own cost, for designing, constructing and commissioning the Project Works in accordance with the Project Documents.</p>
<b>LICENCE, LEASE AND OWNERSHIP ARRANGEMENTS</b>	<p>ARTC anticipates that the Project Works will be delivered under appropriate tenure arrangements that follow an approach typical of availability-based PPPs in Australia.</p> <p>ARTC will provide Project Co with:</p> <ul style="list-style-type: none"> <li>▶ a non-exclusive construction licence to enable it to undertake the Project Works; and</li> <li>▶ a non-exclusive maintenance licence to enable it to undertake the maintenance activities during the maintenance phase.</li> </ul> <p>Further details on land access and tenure will be provided to Shortlisted Respondents in the RFP phase.</p>
<b>MANAGEMENT OF INTERFACES</b>	<p>Successful delivery of the G2K PPP requires significant coordination and cooperation between ARTC, Project Co, Queensland Rail and other third parties, including DTMR, the Signalling Contractor, utility providers, landowners and local councils.</p> <p>The Project Deed will likely require Project Co to work with ARTC, the Signalling Contractor and other third parties to identify, coordinate and manage interfaces such that Project Co can meet its obligations under the Project Deed, including in relation to timely completion of the works.</p> <p>As noted in <b>Table 2</b>, it is anticipated that the Queensland Rail Interface Agreement will regulate the management of interfaces between ARTC, Project Co and Queensland Rail with respect to interfaces between the Project Works and Queensland Rail infrastructure and operations.</p> <p>In order to manage interfaces, Project Co is expected to develop, update and implement:</p> <ul style="list-style-type: none"> <li>▶ interface definition sheets – which identify and manage deliverables and support coordination between Project Co and interface parties;</li> <li>▶ management Plans – which include details of how the parties will work together to identify and manage direct interfaces in accordance with the project requirements; and</li> <li>▶ interface programs – which set out the relevant activities, dependencies and timeframes in relation to interfaces.</li> </ul>

PRINCIPLE	PROPOSED POSITION
<b>THIRD PARTY AGREEMENTS AND UTILITIES</b>	ARTC is planning to enter into a number of agreements with third parties (such as local councils and utility owners who will be affected by the G2K PPP). Where relevant, Project Co will be expected to comply with the terms of those agreements. Further details of these agreements will be made available to Shortlisted Respondents during the RFP Phase.
<b>RETURNED WORKS</b>	<p>Project Co will be required to design, construct, test, commission and handover various works required under the Project Documents to ARTC or a third-party owner (being Queensland Rail, a government agency, a local council or a private party).</p> <p>Project Co will be required to consult with ARTC and any other relevant third-party owner in relation to the delivery of these works and to ensure that the Returned Works are handed back to the relevant owner as soon as possible and are fit for purpose as at the date of handback. Additional requirements for Returned Works may be detailed in interface agreements with the relevant owner.</p> <p>Project Co will also be required to rectify any defects found in the Returned Works during the defects liability period.</p> <p>Any ARTC Returned Works will be handed back to ARTC by Project Co at Provisional Acceptance and will be subject to the ongoing warranty arrangements and other obligations of Project Co as set out in the Project Deed.</p> <p>Returned Works will not form part of Project Co's maintenance obligations during the maintenance phase.</p> <p>The scope of the anticipated Returned Works is provided in Section 4.1.1.1.</p> <p>The Returned Works are to be financed by Project Co and will form part of the capital component of the PPP availability payments.</p>
<b>COMMISSIONING AND COMPLETION – MAINTAINED WORKS AND ARTC RETURNED WORKS</b>	<p>Completion of the D&amp;C phase of the Maintained Works and ARTC Returned Works will involve a two-stage process, being:</p> <ul style="list-style-type: none"> <li>▶ Provisional Acceptance, occurring at the point where Project Co has completed the activities required in the Project Documents that are largely within its control (with some involvement from other parties); and</li> <li>▶ Final Acceptance, occurring following, among other things, the completion of all system-wide commissioning activities and when the G2K PPP is ready to commence freight rail services.</li> </ul>
<b>COMMISSIONING AND COMPLETION – RETURNED WORKS (EXCLUDING ARTC RETURNED WORKS)</b>	<p>In relation to non-ARTC Returned Works, it is envisaged that Project Co will have defined milestones by which to hand back certain non-ARTC Returned Works prior to Provisional Acceptance. Completion of the Returned Works will be a pre-condition of Provisional Acceptance.</p> <p>The G2K PPP's commissioning and completion framework will be managed through the Project Deed, the Queensland Rail Interface Agreement (if applicable) and any interface agreements with relevant third party asset owners.</p>
<b>MAINTENANCE</b>	<p>Throughout the maintenance phase, Project Co, at its own cost, will be responsible for maintaining the Maintained Works over the contract term. Project Co will be responsible for delivery of defined maintenance services and ensuring that the Maintained Works are available in accordance with the O&amp;M Requirements.</p> <p>Services during the maintenance phase will only be in relation to the Maintained Works, with the maintenance of Returned Works to be the responsibility of the entity to which those works are returned by Project Co.</p> <p>To facilitate asset management and maintenance planning and execution, Project Co will be required to establish an asset register.</p> <p>ARTC's current intention is that Project Co will be responsible for operating tunnel systems. It is currently envisaged that ARTC will be responsible for the operation of the rail network.</p>

PRINCIPLE	PROPOSED POSITION
<p><b>ARTC CAPITAL CONTRIBUTIONS</b></p>	<p>The financing structure for the Project will most likely incorporate the use of capital contributions from ARTC. The approach to this will be confirmed at the RFP Phase.</p> <p>The key features are proposed to include:</p> <ul style="list-style-type: none"> <li>▶ ARTC Construction Contributions: <ul style="list-style-type: none"> <li>▶ ARTC Construction Contributions in the order of 50% of the upfront funding requirements of the works delivered under the Project Deed will be provided to Project Co during the D&amp;C phase prior to the Date of Provisional Acceptance;</li> <li>▶ ARTC Construction Contributions may be drawn down by Project Co once the majority of senior debt is drawn down and 100% of equity is contributed or committed by Project Co (supported by a letter of credit);</li> <li>▶ once the requisite amount of private finance has been contributed, ARTC will make progress payments to Project Co, pro rata with the remaining private sector debt; and</li> <li>▶ the conditions for the drawdown of ARTC Construction Contributions will generally follow those of financiers.</li> </ul> </li> <li>▶ ARTC Additional Capital Contribution: <ul style="list-style-type: none"> <li>▶ ARTC may provide an additional capital contribution to Project Co at or following the Date of Provisional Acceptance; and</li> <li>▶ the timing for any such contribution is still under consideration.</li> </ul> </li> </ul> <p>All ARTC Capital Contributions will be provided on a non-recourse and no-responsibility basis; that is, ARTC does not expect the ARTC Capital Contributions to be repaid, but will not accept any additional risk as a result of the ARTC Capital Contributions. Furthermore, ARTC is not responsible for any cost overruns from Project Co associated with the delivery of the Project Works and maintenance of the Maintained Works.</p>
<p><b>PAYMENT MECHANISM AND ABATEMENT REGIME</b></p>	<p>Payments to Project Co during the maintenance phase will be structured as periodic services payments encompassing capital and services components of the G2K PPP delivered under the Project Deed. The payment mechanism is being developed to drive performance, innovation and value for money. The performance measures contained in the payment mechanism will be:</p> <ul style="list-style-type: none"> <li>▶ clearly linked to the achievement by Project Co of the availability and performance requirements in the Project Deed;</li> <li>▶ set at realistic and achievable levels; and</li> <li>▶ capable of objective measurement, effective monitoring and accurate and timely reporting.</li> </ul> <p>All periodic service payments will be subject to abatement for failure to achieve specified performance levels and minimum service specifications.</p> <p>For the period between Provisional Acceptance and Final Acceptance, Project Co will receive payments for the capital component, lifecycle (if applicable) and partial services. Full periodic service payments will commence after Final Acceptance.</p>
<p><b>RISK ALLOCATION</b></p>	<p>The risk allocation to be adopted by the G2K PPP will be broadly consistent with the National PPP Guidelines, except to the extent necessary to reflect ARTC's required risk allocation and project specific issues.</p> <p>An indicative risk allocation matrix for the G2K PPP is included at <b>Appendix A3</b>.</p>
<p><b>GOVERNANCE</b></p>	<p>Senior representatives of ARTC and Project Co will be represented on the G2K PPP specific committees, which will consider whole-of-PPP strategic issues, review the on-going management and operation of the Project Documents and consider improvements on the overall G2K PPP solution.</p> <p>These committees will be established during both the D&amp;C and maintenance phases of the G2K PPP.</p>

PRINCIPLE	PROPOSED POSITION
<b>FINANCIAL CAPACITY AND SECURITY</b>	<p>ARTC will assess the financial capacity of the Respondent Members to meet their respective obligations under subcontractor arrangements with Project Co, particularly in light of the significant size and scale of the G2K PPP.</p> <p>Respondents will be required to demonstrate that each of their key Respondent Members has the financial capacity, capability and track record to successfully deliver its aspect of the G2K PPP.</p> <p>At the RFP Phase, ARTC will assess the appropriateness of security arrangements (including parent company guarantees) and the monitoring and cure regimes proposed to address subcontractor performance and default events. The Project Documents will contain provisions to provide appropriate protection to ARTC under default and termination scenarios and to proactively monitor the financial stability of the project structure over the term of the G2K PPP.</p>

### 5.5. COMMONWEALTH GOVERNMENT GUARANTEE

The Commonwealth Government will provide a guarantee of certain obligations of ARTC in relation to the Project. The guarantee will likely be structured such that Project Co and its financiers have a direct contractual relationship with the Commonwealth Government. The detailed terms and conditions of the guarantee are subject to further discussion with, and decisions of, the Commonwealth Government.

In exchange, the Commonwealth Government and ARTC are looking for innovative proposals from Respondents. If there is any alternative structure that would provide Project Co and its investors with satisfactory assurance, and would represent value for money for and otherwise be acceptable to ARTC and the Commonwealth Government, this would be considered. In this regard, ARTC and the Commonwealth Government will consider the Respondents' commentary regarding the related returnable response requirement in respect to feedback on the proposed Commercial and Legal Framework in Part B of this EOI.

# 6

## PROCUREMENT APPROACH



**PART A – PROJECT OVERVIEW AND RESPONDENT INSTRUCTIONS**

## 6. PROCUREMENT APPROACH

### 6.1. OVERVIEW

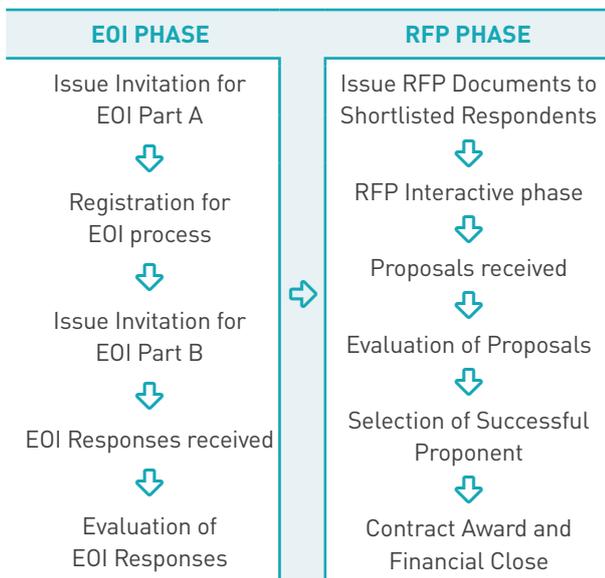
ARTC is procuring the G2K PPP through a single consortium under a contractual framework that includes an availability-based PPP Project Deed, developed consistent with the National PPP Guidelines and recent Queensland and Australian market precedents.

This section describes the procurement process for the G2K PPP, provides an overview of the procurement program for the G2K PPP and provides information on key issues relevant to the procurement process.

### 6.2. STEPS IN THE PROCUREMENT PROCESS

The procurement process for the G2K PPP will consist of the steps outlined in **Figure 3**. Further detail on the process can be found in Section 7.

**FIGURE 3: PROCUREMENT PROCESS STEPS**



### 6.3. EOI PHASE

#### 6.3.1. INVITATION FOR EOI

ARTC invites Respondents to submit an EOI Response with the objective of shortlisting up to three Respondents to participate in the RFP Phase.

Respondents should submit their EOI Response by the EOI Closing Time and Date in accordance with the requirements of this Invitation for EOI (including the requirements in Sections 1 and 3 of the Invitation for EOI – Part B and the requirements of the EOI Returnable Schedules).

#### 6.3.2. RESPONDENT MEMBERS

Respondents will be required to nominate Respondent Members as part of their EOI Responses, including those responsible for finance, design, construction and maintenance.

Details regarding the EOI Response Deed Poll required to be executed by each Respondent Member, are set out in Section 3.2 of the Invitation for EOI – Part B and **Appendix B1** of the Invitation for EOI – Part B. Refer to Section 11 of **Appendix A2** with respect to changes to a Respondent.

#### 6.3.3. EOI RESPONSE EVALUATION

The EOI Responses will be assessed against the Evaluation Criteria outlined in Section 8 (including a Mandatory Evaluation Criterion and Comparative Evaluation Criteria) of this Invitation for EOI – Part A to select a shortlist of Respondents who will be invited to participate in the RFP Phase.

#### 6.3.4. SHORTLISTING OF RESPONDENTS

ARTC's intention is to shortlist up to three Respondents to participate in the RFP Phase.

Respondents will only be eligible for shortlisting if they have submitted a complete EOI Response by the Closing Date and Time, including all of the information referenced in the EOI Response Checklist in Section 1.3 of the Invitation for EOI Part B.

#### 6.3.5. DE-BRIEFING

Following the release of the RFP Documents, Respondents may request a debriefing on the evaluation of their EOI Responses.

### 6.4. RFP PHASE

#### 6.4.1. ISSUE OF RFP DOCUMENTS

ARTC intends to issue the RFP Documents following the announcement of the Shortlisted Respondents.

The RFP Documents will contain:

- ▶ Volume 1 – General Information and Instructions to Shortlisted Respondents, including the RFP evaluation criteria which will be used to evaluate Proposals and select the Successful Proponent;
- ▶ Volume 2 – Proposal Requirements, including details of the commitments that ARTC will require upon lodgement of Proposals;
- ▶ Volume 3 – Project Scope and Technical Requirements; and
- ▶ Volume 4 – Draft Project Documents, including the Project Deed.

This phase will require each Shortlisted Respondent to develop and submit a Proposal.

#### 6.4.2. INTERACTION DURING THE RFP PHASE

ARTC will conduct a structured interactive process for the RFP Phase.

This will involve a process where ARTC will meet with Shortlisted Respondents one-to-one on a regular basis during the Proposal preparation stage. Shortlisted Respondents will be encouraged, but not mandated, to use this opportunity to test the acceptability or otherwise of technical and commercial ideas and solutions with ARTC. ARTC, however, will not lead Shortlisted Respondents in the development of their Proposals.

Key meeting streams will include:

- ▶ executive meetings – strategic and process issues;
- ▶ technical meetings – engineering and environmental issues; and
- ▶ commercial meetings – commercial issues.

There will also be a legal meeting whereby ARTC will meet with each Shortlisted Respondent regarding any proposed amendments to the Project Documents.

#### 6.4.3. CONTRIBUTION TO COSTS OF PARTICIPATING IN THE RFP PHASE

As specified in Section 20 of **Appendix A2** (Terms and Conditions), Respondents are solely responsible for and will bear all costs and expenses incurred in connection with their participation in the EOI Phase.

However, ARTC will make a contribution to the costs of participating in the RFP Phase for each Shortlisted Respondent that is not selected by ARTC to enter into the Project Documents and deliver the Project Works. The Successful Proponent will not be entitled to receive a contribution to its costs of participating in the RFP Phase.

Detailed arrangements for bid cost contributions are contained in Section 2 of the Invitation for EOI – Part B.

#### 6.4.4. EIS APPROVAL

As noted in Section 4.2, if the Successful Proponent's technical solution differs from the Reference Design or has innovative design, construction or operational elements, the Coordinator-General may be required to further assess any significant changes proposed with respect to the original EIS submission, through a request for project change or supplementary EIS submission. This may require the inclusion of additional conditions applying to the G2K PPP.

ARTC anticipates conducting any such change report process in the latter stages of the RFP Phase.

## 6.5. PROCUREMENT PROGRAM

### 6.5.1. PROJECT PROCUREMENT TIMETABLE

An overview of the indicative procurement schedule for the G2K PPP is shown in **Table 4**. A key consideration of this schedule is to facilitate the completion of all works (including commissioning activities), to allow operation to commence as soon as possible.

**TABLE 4: INDICATIVE PROJECT PROCUREMENT SCHEDULE**

PROCESS	TIMING
EOI - Part A released	29 March 2019
Preferred date for receipt of Registration for EOI responses and Confidentiality and Information Deed Polls	3:00pm (AEST), 5 April 2019
EOI - Part B released	8 April 2019
Closing time and date for questions and requests for clarification from Respondents	3:00pm (AEST), 14 May 2019
EOI responses close	3:00pm (AEST), 24 May 2019
Notification of Shortlisted Respondents	Q3 2019
Release of RFP documents	Q4 2019
RFP responses close	Q2 2020
Appointment of a preferred proponent	Q3/Q4 2020
Financial Close	Q2 2021

## 6.6. INFORMATION AVAILABLE TO RESPONDENTS

### 6.6.1. QUESTIONS AND REQUESTS FOR CLARIFICATION

If a Respondent has a question or request for clarification during the EOI Phase, these must be addressed in writing to the Transaction Manager through the following email address: [irppp@artc.com.au](mailto:irppp@artc.com.au)

If a Respondent is of the view that an enquiry relates to proprietary aspects of their EOI Response or is commercial-in-confidence, the Respondent should identify the enquiry as such by marking the question as 'Confidential', and provide details of why the enquiry is proprietary or commercial-in-confidence.

Enquiries and ARTC's responses will be provided to all Respondents, except where:

- ▶ the enquiry relates to proprietary information relevant to the EOI Response of the Respondent making the enquiry, or is commercial-in-confidence, and the Respondent has marked the question as 'Confidential'; or
- ▶ ARTC, in its absolute discretion, is of the opinion that the enquiry and ARTC's response will not materially impact the integrity or the competitiveness of the EOI Phase.

Where ARTC, in its absolute discretion, is of the opinion that the enquiry that is marked 'Confidential' is not in fact proprietary in nature or commercial-in-confidence, ARTC will advise the Respondent that it may withdraw the enquiry or ARTC's response will be provided to all Respondents. If the Respondent then reaffirms its request for a response to the enquiry, the enquiry and ARTC's response may be provided to all Respondents.

Respondents should note that the final time for submission of questions is **3:00pm (AEST), Tuesday 14 May 2019**.

## 6.7. PROBITY ADVISER

ARTC has appointed a probity adviser, BDO (Qld) Pty Ltd (the Probity Adviser), to monitor the procurement process outlined in this Invitation for EOI and to ensure the procurement process is applied fairly and equitably to all Respondents. The G2K PPP Probity Adviser may be present at briefings, meetings, interviews and/or workshops during the procurement process.

Respondents may contact the Probity Adviser by email at the email address noted below, in circumstances where they have concerns or queries in relation to probity or the conduct of the procurement process.

The Probity Adviser's contact details are:

Zoran Radosevic (Executive Director, BDO)

 [zoran.radosevic@bdo.com.au](mailto:zoran.radosevic@bdo.com.au)

 (07) 3237 5789

If a Respondent becomes aware of a probity or procurement process issue or concern, the Respondent should immediately contact the Probity Adviser by email and provide details of:

- ▶ the proposed probity or procurement process issue or concern;
- ▶ how the probity or procurement process issue or concern impacts on the Respondent's interest, or the integrity of the procurement process;
- ▶ any relevant background information; and
- ▶ the Respondent's proposal(s) for the resolution of the probity or procurement process issue or concern (where possible).

Any contact or communication with the Probity Adviser will be disclosed by the Probity Adviser to ARTC.

## 6.8. PROBITY AND COMPETITIVENESS

### 6.8.1. EXCLUSIVITY

In order to adhere to probity requirements and foster competition in the bid process, each Respondent must engage all Respondent Members and Respondent Associates (excluding financiers) on a fully exclusive basis, unless otherwise approved in writing by ARTC. Requirements relating to financier exclusivity are outlined in Section 2.3 of Invitation for EOI – Part B.

In order to foster the greatest competition possible, it is ARTC's expectation that each Respondent, including Respondent Members and Respondent Associates, will not enter into exclusive arrangements with specialist subcontractors (such as those outlined in Section 2.4 of Invitation for EOI – Part B) prior to selection of the preferred proponent, where to do so may create a manifestly anti-competitive situation.

ARTC may, in its absolute discretion, reject a Respondent's EOI Response (in whole or in part) or terminate a Respondent's participation in this Invitation for EOI, where the Respondent, or a Respondent Member or Respondent Associate, has breached the provisions of this Section 6.8.1.

Nothing in this clause is intended to restrict a Respondent's engagement of a specialist subcontractor (only its ability to engage that specialist subcontractor on an exclusive basis). If clarification is required, Respondents may request clarification from ARTC by contacting the Transaction Manager using the process described in Section 6.6.1.

### 6.8.2. PROBITY AND COMPETITIVENESS

ARTC intends to ensure that the probity and competitiveness of the procurement process is not materially impacted by:

- ▶ the existence of a Respondent, Respondent Member or Respondent Associate that is a member of or a related body corporate (as defined in Section 50 of the Corporations Act 2001 (Cth)) of:
  - ▶ another Respondent, or
  - ▶ a Respondent Member or Respondent Associate of another Respondent; or
- ▶ any other issue.

The attention of Respondents is drawn to ARTC's requirements relating to probity and competitiveness issues outlined in **Appendix A2** of the Invitation for EOI – Part A and Section 3.4 of the Invitation for EOI – Part B.

# 7

## EOI RESPONSE REQUIREMENTS

**PART A** – PROJECT OVERVIEW AND RESPONDENT INSTRUCTIONS

## 7. EOI RESPONSE REQUIREMENTS

### 7.1. INTRODUCTION

This Section 7 specifies the basis upon which a Respondent is required to submit its EOI Response. It is important that Respondents comply with the information and instructions provided below to permit consistency in the evaluation of EOI Responses.

If a Respondent fails to provide a complete EOI Response in accordance with the requirements of this Section 7 and Section 2 of **Appendix A2**, ARTC may, at its absolute discretion, choose to disqualify the Respondent from the evaluation process.

### 7.2. INFORMATION REQUIRED

Respondents are requested to ensure that their EOI Response reflects the structure set out in, and contains the information requested by, the Invitation for EOI – Part B.

Where page limits have not been specified, Respondents are requested to provide concise EOI Responses that clearly address the information requested.

For the purposes of the evaluation of EOI Responses, ARTC will consider a response to this Invitation for EOI to be a complete EOI Response provided that in ARTC's reasonable opinion it:

- ▶ addresses the required scope of the G2K PPP;
- ▶ is substantially in accordance with the proposed commercial and legal framework described in Section 5; and
- ▶ contains a properly completed and executed EOI Response Deed Poll from all Respondent Members and all information required under this Invitation for EOI, including a full suite of completed EOI Returnable Schedules as required by ARTC (refer to the EOI Response Checklist in Section 1.3 of the Invitation for EOI – Part B).

Note that the EOI Returnable Schedule referred to in Section 6 of the Invitation for EOI – Part B is optional and Respondents are not required to provide this EOI Returnable Schedule. If included in an EOI Response, this EOI Returnable Schedule will not be considered as part of the EOI Response evaluation process.

### 7.3. RESPONSE FORMAT

Respondents should note the following with respect to the required format of EOI Responses.

EOI Responses should:

- ▶ be submitted in A4 format;
- ▶ be set out in no smaller than Arial 10 point font;
- ▶ include numbered sections on each of the EOI Returnable Schedules and Evaluation Criteria; and
- ▶ not be unnecessarily elaborate or include excessive attachments beyond that sufficient to present a complete and effective EOI Response.

It is permissible to include appendices to the main body of the EOI Response, however there is a preference to limit the number of appendices. Respondents are not to include generic advertising or marketing material.

Respondents must comply with the Privacy Act 1988 (Cth) in relation to any Personal Information provided in their EOI Responses.

### 7.4. EOI RESPONSE SUBMISSION

Each Respondent must submit its EOI Response electronically to **IRPPP@ARTC.com.au**

The subject heading of the email should be marked 'Confidential' and titled 'EOI Response – G2K PPP – [Respondent Name]'.

The EOI Response is to be submitted in the following formats:

- ▶ a single, indexed and searchable PDF file, which contains the EOI Response in its entirety (including all attachments); and
- ▶ the individual native files used to create the EOI Response, which must be in editable Microsoft Office format (formatted to Microsoft Office 2007 or later) and with individual files titled using a numbering and naming system that is consistent with the Respondent's EOI Response.

The content of the PDF file and the Microsoft Office format documents must be identical. In the event of any discrepancies between the copies, the PDF document will prevail.

Each EOI Response will be received and registered by the Transaction Manager or their delegate. The EOI Responses shall remain unopened until the EOI Closing Time and Date (as set out in Section 7.5 below).

## 7.5. EOI CLOSING TIME AND DATE

The closing time and date for submission of EOI Responses is **3:00pm (AEST), 24 May 2019**. ARTC reserves the right to extend the EOI Closing Time and Date by notice to all Respondents.

ARTC will not accept changes, modifications or adjustments after the EOI Closing Time and Date other than as outlined in this document and in its absolute discretion.

## 7.6. LATE SUBMISSION POLICY

EOI Responses received after the EOI Closing Time and Date will be deemed to be 'late' and will be registered separately. A late EOI Response will only be admitted for evaluation if ARTC, in its absolute discretion, makes a decision to do so.

# 8

## EOI EVALUATION

**PART A – PROJECT OVERVIEW AND RESPONDENT INSTRUCTIONS**

## 8. EOI EVALUATION

### 8.1. PURPOSE

The purpose of this Section 8 is to:

- ▶ provide a high-level overview of the evaluation process;
- ▶ set out the Mandatory Evaluation Criteria, Comparative Evaluation Criteria and other considerations;
- ▶ inform Respondents that they may be required to present to the Project Team; and
- ▶ inform Respondents of ARTC's right to seek clarifications.

### 8.2. EVALUATION PROCESS

The EOI Evaluation Process will be used to shortlist Respondents that have the proven experience, capability and capacity to deliver the G2K PPP to participate in the RFP Phase.

EOI Responses will be assessed by an Evaluation Panel. The Evaluation Panel will consist of appropriately experienced personnel and will be supported by commercial, legal, technical and other specialist advisers, internal and external to ARTC, as required.

### 8.3. MANDATORY EVALUATION CRITERIA

The Respondent must demonstrate to the satisfaction of ARTC its capacity to comply with the following Mandatory Evaluation Criteria (refer **Table 5**).

The Mandatory Evaluation Criteria in **Table 5** will essentially be a 'pass/fail' test and is considered an essential threshold.

**TABLE 5: MANDATORY EVALUATION CRITERIA**

#### **MANDATORY EVALUATION CRITERION 1: PUBLIC INTEREST AND PROBITY**

The Respondent must provide a complete EOI Response in accordance with the requirements of Section 7 of the Invitation for EOI – Part A and Sections 2 and 7 of **Appendix A2**.

### 8.4. COMPARATIVE EVALUATION CRITERIA

The Respondent should demonstrate its capabilities in respect of the Comparative Evaluation Criteria set out overleaf (refer to **Table 6**). The information required to respond to these Comparative Evaluation Criteria is set out in Section 5 of the Invitation for EOI – Part B.

These Comparative Evaluation Criteria are not listed in any particular order of priority and may not be given equal weight.

Note – for the purposes of evaluation, references to 'Respondent Members' includes references to individual employees of the organisations concerned. Respondents must demonstrate relevant experience etc of individuals as well as organisations – and will be evaluated accordingly.

### 8.5. ADDITIONAL CONSIDERATIONS

Without limiting **Appendix A2** (Terms and Conditions), ARTC reserves the right to, in its absolute discretion:

- ▶ consider any other matter which it deems relevant to the assessment of an EOI Response;
- ▶ take into account information provided in response to a particular Evaluation Criterion (including both Mandatory Evaluation Criteria and Comparative Evaluation Criteria) in the evaluation of other Evaluation Criteria;
- ▶ take into account information from its own and other sources in evaluating EOI Responses;
- ▶ accept or reject any EOI Response at any time (including prior to or during evaluation) or discontinue evaluation of an EOI Response irrespective of the extent to which it satisfies any of the Evaluation Criteria;
- ▶ request additional information or clarifications in relation to any EOI Responses, including via interview or presentation; and/or
- ▶ give preference to any one or more of the Evaluation Criteria over the other criteria.

### 8.6. RESPONDENT PRESENTATIONS

As part of the evaluation process, ARTC may require Respondents to present the details of their EOI Responses in person to the Project Team, including the Evaluation Panel. However, the Respondent should submit an EOI Response which is sufficient to enable evaluation by ARTC without the need for clarification and should not rely on being invited to present prior to the shortlist of Respondents being finalised.

### 8.7. ARTC'S RIGHT TO SEEK CLARIFICATION

ARTC reserves the right, in its absolute discretion, to conduct interviews with one or more of the Respondents, to seek clarification of EOI Responses and obtain additional information via written request and/or interview.

The Respondent must promptly respond in writing to any request by ARTC for additional information or clarifications. Where such information or clarifications are not provided within the timeframe nominated by ARTC, ARTC reserves the right to conclude its evaluation processes on the basis of the information available.

**TABLE 6: COMPARATIVE EVALUATION CRITERIA**

<b>COMPARATIVE EVALUATION CRITERION 1: DESIGN, CONSTRUCTION AND MAINTENANCE CAPABILITY AND EXPERIENCE</b>	
<b>A</b>	Demonstrated capability and experience of the Respondent (and/or Respondent Members and/or Respondent Associates) to sustainably design, construct, integrate and commission the Project Works, whilst minimising impacts to the public.
<b>B</b>	Demonstrated evidence that the Respondent (and/or Respondent Members and/or Respondent Associates) have experience in managing safety in tunnel and rail environments.
<b>C</b>	Demonstrated capability and experience of the Respondent (and/or Respondent Members and/or Respondent Associates) to provide maintenance services for the G2K PPP, from a planning, mobilisation and operations perspective.
<b>COMPARATIVE EVALUATION CRITERION 2: AUSTRALIAN INDUSTRY PARTICIPATION AND INDIGENOUS PROCUREMENT AND PARTICIPATION</b>	
<b>A</b>	The extent to which the Respondent demonstrates their commitment and high-level approach to Australian Industry Participation and Indigenous Procurement and Participation.
<b>COMPARATIVE EVALUATION CRITERION 3: RAIL SAFETY AND ACCREDITATION</b>	
<b>A</b>	The extent to which the Respondent demonstrates understanding of, and experience in, managing rail safety and accreditation requirements, and the proposed approach to systems assurance, integration and accreditation.
<b>COMPARATIVE EVALUATION CRITERION 4: FINANCING AND COMMERCIAL STRUCTURE</b>	
<b>A</b>	Demonstrated evidence that the Respondent Members are supported by entities that have the financial capacity, experience and reputation appropriate for a project of this nature.
<b>B</b>	The extent to which the Respondent's consortium structure, security arrangements and proposed risk allocation are likely to deliver the G2K PPP in a way that delivers value for money.
<b>C</b>	The extent to which the Respondent's proposed financing strategy delivers the G2K PPP in a way that delivers value for money.

# 9

## ENQUIRIES AND FURTHER INFORMATION



## 9. ENQUIRIES AND FURTHER INFORMATION

### 9.1. GENERAL ENQUIRIES

All contact and general enquiries in relation to the G2K PPP overall must be directed in writing as set out in Section 6.6.1.

### 9.2. ARTC ADVISERS

A dedicated Project Team has been established by ARTC to manage the procurement process and the design, construction and commissioning phases of the G2K PPP. ARTC has appointed a number of advisers on an exclusive basis for the G2K PPP. The key advisers are set out in **Appendix A4**.

ARTC's advisers are not available to Respondents, without ARTC's prior written consent, to be considered at its absolute discretion.

By providing an EOI Response, each Respondent acknowledges that the advisers set out in **Appendix A4** of this Invitation for EOI have been appointed to assist ARTC in respect of the G2K PPP. It is the Respondent's responsibility to ensure that any adviser or consultant it proposes to use is not precluded from participating in the G2K PPP.

Certain other personnel may not be available to assist the Respondent as noted in Section 13 of **Appendix A2** (Terms and Conditions).

### 9.3. CONTACT WITH STAKEHOLDERS

Respondents must not contact:

- ▶ the Project Team (other than the Transaction Manager);
- ▶ any members, employees or officers of the Government Parties;
- ▶ ARTC advisers, as referred to in Section 9.2 and **Appendix A4**;
- ▶ Unions, professional organisations and other stakeholders who may have an interest in the Project, including the stakeholders listed in Section 4.8 (other than potential Respondent Members and potential Respondent Associates, in accordance with the requirements of this Invitation for EOI); or
- ▶ elected members of the Commonwealth, State or Local Governments,

with a view to providing or obtaining information in respect of any part of the G2K PPP, the EOI Phase or their EOI Responses, or attempt to support or enhance their prospect of being shortlisted, other than as expressly permitted by the Invitation for EOI.

At the absolute discretion of ARTC, any unauthorised communication or attempted approach by a Respondent may lead to the Respondent's exclusion from the EOI Phase.

### 9.4. TERMS AND CONDITIONS

This Invitation for EOI is provided by ARTC subject to the specific terms and conditions contained in **Appendix A2**.

APPENDIX

# A1

## GLOSSARY AND ACRONYMS



## APPENDIX A1. GLOSSARY AND ACRONYMS

The definitions of selected capitalised and abbreviated terms used in this document are set out below.

### GLOSSARY

TERM	DEFINITION
Addenda	Any addenda or addendum to this Invitation for EOI issued by ARTC in accordance with Section 15 of <b>Appendix A2</b> (Terms and Conditions).
Claim	In relation to a party, a demand, claim, action or proceeding made or brought by or against the party, however arising and whether present, unascertained, immediate, future or contingent.
Comparative Evaluation Criterion	Each comparative evaluation criterion set out in Section 8.4. Comparative Evaluation Criteria has a corresponding meaning.
Competing Respondent	Any person responding to this Invitation for EOI, other than the Respondent.
Confidentiality and Information Deed Poll	The document titled Confidentiality and Information Deed Poll referred to in Section 2.2 of Invitation for EOI – Part A and Section 1 of <b>Appendix A2</b> , which will be provided to Successful Registrants.
Contract Close	The date of execution of the Project Documents by ARTC and Project Co.
The G2K PPP Probity Adviser	The probity adviser appointed by ARTC to oversee the procurement process outlined in this Invitation for EOI, as noted in Section 6.7.
EOI Closing Time and Date	The closing time and date for the submission of EOI Responses, as described in Section 7.5, or such later date and time as is notified to the Respondents in writing by ARTC.
EOI Documents	This Invitation for EOI, including all appendices and attachments, and all Addenda.
EOI Phase	The stage of the procurement process described in Section 6.3, culminating in the selection of the Shortlisted Respondents.
EOI Response	A response to this Invitation for EOI that, in ARTC’s reasonable opinion, meets the requirements of this Invitation for EOI, including as listed in Section 7 of this Invitation for EOI – Part A and in Section 2 of <b>Appendix A2</b> .
EOI Response Checklist	The checklist included in Section 1.3 of the Invitation for EOI – Part B.
EOI Response Deed Poll	The document titled EOI Response Deed Poll referred to in Section 3.2 of Invitation for EOI – Part B and included in <b>Appendix B1</b> of the Invitation for EOI – Part B.
EOI Returnable Schedule	Each of the returnable schedules that the Respondent must submit with its EOI Response in accordance with the Invitation for EOI – Part B.
EPBC Act	Environment Protection and Biodiversity Conservation Act 1999 (Cth).
Equipment and Systems	Equipment and systems as specified in ARTC’s type-approved equipment and systems list. Refer to <a href="http://extranet.artc.com.au/eng_type-approvals_signal.html">extranet.artc.com.au/eng_type-approvals_signal.html</a> for details on ARTC type-approved equipment and systems suppliers.
Evaluation Criteria	The evaluation criteria against which ARTC will evaluate each EOI Response, comprising the Mandatory Evaluation Criteria and the Comparative Evaluation Criteria. Evaluation Criterion has a corresponding meaning.
Evaluation Panel	The evaluation panel established by ARTC to consider and evaluate the EOI Responses.
Final Acceptance	The date that marks, amongst other things, the completion of all systemwide commissioning activities and when the G2K PPP is ready to commence freight rail services.

TERM	DEFINITION
Financial Close	The point in time when all conditions precedent to achieving financial close of the Project Documents have been satisfied.
G2K PPP	The project for the delivery of the Project Works and maintenance services.
Government Parties	Each of: <ul style="list-style-type: none"> <li>▶ ARTC;</li> <li>▶ the Commonwealth of Australia;</li> <li>▶ the State of Queensland;</li> <li>▶ local government;</li> <li>▶ Queensland Rail; and</li> <li>▶ any other governmental, semi-governmental or local government authority, minister, statutory corporation, agency, instrumentality or government-owned corporation.</li> </ul>
Intellectual Property Rights	All present and future registered and unregistered rights conferred by statute, common law or equity in, or in relation to, copyright, trademarks, patents, designs, circuit layouts, trade secrets, know how, confidential information, inventions and all other intellectual property as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation 1967.
Interfacing Inland Rail Packages	Each of: <ul style="list-style-type: none"> <li>▶ the section of the Inland Rail Program from the New South Wales/Queensland Border to Gowrie;</li> <li>▶ the section of the Inland Rail Program from Kagaru to Acacia Ridge and Bromelton; and</li> <li>▶ the rail network management works to be undertaken by a separate Signalling Contractor.</li> </ul>
Invitation for EOI	The Invitation for EOI for the G2K PPP, being made up of: <ul style="list-style-type: none"> <li>▶ Part A – Project Overview and Respondent Instruction (this document); and</li> <li>▶ Part B – EOI Returnable Schedules.</li> </ul>
Invitation for EOI – Part A	This Invitation for EOI document (Project Overview and Respondent Instructions).
Invitation for EOI – Part B	The document outlining the required format of EOI Responses, including the EOI Returnable Schedules.
Maintained Works	The Maintained Works represents all other works in the D&C phase scope of the G2K PPP that do not form part of the Returned Works, i.e. all works within the rail corridor including the rail infrastructure, civil works and tunnels (refer to Section 4.1.1.2).
Mandatory Evaluation Criterion	Each mandatory evaluation criterion set out in Section 8.3. Mandatory Evaluation Criteria has a corresponding meaning.
Minister for Finance	The Minister for Finance and the Public Service.
Minister for Infrastructure	The Minister for Infrastructure, Transport and Regional Development.
O&M Requirements	Describes the minimum operation and maintenance requirements which must be satisfied by Project Co in relation to the maintenance phase services as referred to in Section 4.1.2. Details of these requirements will be provided as part of the RFP phase.
Personal Information	Has the meaning as defined in any applicable Privacy Legislation.
Privacy Legislation	The Privacy Act 1988 (Cth) (including the Australian Privacy Principles) and all other applicable legislation relating to privacy and personal information.

TERM	DEFINITION
Project Deed	The availability-based PPP project deed to be entered into between ARTC and Project Co for the delivery of the G2K PPP.
Project Co	The private party engaged by ARTC to execute the Project Documents in relation to the delivery of the G2K PPP.
Project Documents	The project documents relating to the G2K PPP.
Project Team	The persons appointed by ARTC in connection with the procurement and delivery of the G2K PPP, including those responsible for managing the procurement process and the Evaluation Panel. The Project Team may include employees, officers, secondees, advisers, consultants and contractors.
Project Works	The Maintained Works and the Returned Works.
Proposal	A Shortlisted Respondent's response to the RFP Documents.
Provisional Acceptance	The date that marks Project Co completing the activities required in the Project Documents that are largely within its control (with some involvement from other parties).
Queensland Rail	The statutory authority established under the <i>Queensland Rail Transit Authority Act 2013</i> (Qld).
Queensland Rail Interface Agreement	The agreement to be entered into between ARTC, Project Co, DTMR and Queensland Rail, as detailed in Section 5.3.
Rail Safety National Law (RSNL)	The Rail Safety National Law (Queensland), as defined in the <i>Rail Safety National Law (Queensland) Act 2017</i> (Qld), and any associated regulations.
Reference Design	The reference design referred to in Section 4.7.
Registrant	A consortium or other entity that registers as part of the Registration for EOI process.
Registration for EOI	The Inland Rail (Gowrie to Kagaru) PPP Project Registration for EOI process, which forms part of this document (refer to Section 2).
Related Member	A Respondent Member who is a Related Party of a Respondent Member of any Competing Respondent.
Related Party	A 'related body corporate' as defined in sections 9 and 50 of the <i>Corporations Act 2001</i> (Cth) and includes any Associate (as defined by sections 10 to 17 of the <i>Corporations Act 2001</i> (Cth)) of a person.
Respondent	A consortium or other entity that submits an EOI Response. Where the context requires, 'Respondent' includes a Respondent who is invited to submit an EOI Response.
Respondent Associate	Consultants, advisers, contractors and subcontractors that have been engaged by the Respondent or Respondent Members to assist in the preparation of the EOI Response or the Proposals (including financiers).
Respondent Member	Each of the following entities forming the Respondent in their individual capacity: <ul style="list-style-type: none"> <li>▶ equity provider(s);</li> <li>▶ D&amp;C subcontractor;</li> <li>▶ maintenance subcontractor;</li> <li>▶ any special purpose vehicle that is intended to be the party that enters into the Project Documents with ARTC (i.e. Project Co); and</li> <li>▶ any additional entity notified to ARTC in accordance with <b>Appendix A2</b> (Terms and Conditions).</li> </ul>
Returnable Schedule	Means EOI Returnable Schedule.
Returned Works	Assets (as defined in Section 4.1.1.1) for which Project Co is responsible for the design and construction of, which must be completed and handed back to ARTC or the relevant owner/operator, and are delivered under the Project Deed.

<b>TERM</b>	<b>DEFINITION</b>
RFP Documents	The RFP document(s) to be issued to Shortlisted Respondents, for the purpose of requesting Proposals for the delivery of the G2K PPP.
RFP Phase	The phase of the procurement process in which ARTC requests Shortlisted Respondents to submit Proposals to deliver the G2K PPP, evaluates the Proposals, negotiates with one or more Shortlisted Respondents that submit a Proposal and selects the Successful Proponent, leading to Contract Close and Financial Close.
Successful Proponent	The Shortlisted Respondent that submits a Proposal and is selected to enter into the Project Documents with ARTC to deliver the Project Works for the G2K PPP.
Successful Registrant	A consortium or other entity that will be invited to participate in the EOI procurement process, as outlined in Section 2.2 of Invitation for EOI – Part A.
Shortlisted Respondent	A Respondent that is shortlisted by ARTC following the submission of EOI Responses, for the purpose of being invited to submit a Proposal for the G2K PPP.
Transaction Manager	The person who represents ARTC in relation to the procurement process for the G2K PPP, who may be contacted in accordance with Section 6.6.1.

## ACRONYMS

<b>TERM</b>	<b>DEFINITION</b>	<b>TERM</b>	<b>DEFINITION</b>
AEST	Australian Eastern Standard Time	ICD	Interface Control Document
AIP	Australian Industry Participation	ISCA	Infrastructure Sustainability Council of Australia
ARTC	Australian Rail Track Corporation	ONRSR	Office of the National Rail Safety Regulator
BCIIP Act	Building and Construction Industry (Improving Productivity) Act 2016	PPP	Public Private Partnership
BIM	Building Information Modelling	RFP	Request for Proposal
D&C	Design and Construct	RIM	Rail Infrastructure Manager
DTMR	Department of Transport and Main Roads	ROI	Registrations of Interest
EOI	Expressions of Interest	RSNL	Rail Safety National Law
EN	European Committee for Electrotechnical Standardization	SRS	System Requirements Specification
EPBC Act	Environment Protection and Biodiversity Conservation Act 1999	WH&S	Work Health & Safety
G2K	Gowrie to Kagaru		

APPENDIX

# A2

## TERMS AND CONDITIONS

## Appendix A2. Terms and Conditions

### 1. ACKNOWLEDGEMENT

By providing an EOI Response, the Respondent and each Respondent Member acknowledges that:

- (a) when it has signed the Confidentiality and Information Deed Poll and the EOI Response Deed Poll, it is bound by the terms of these Deed Polls; and
- (b) it is bound by these Terms and Conditions.

### 2. EOI RESPONSE REQUIREMENTS

- (a) Each Respondent is required to submit an EOI Response which:
  - (i) is in the format required by this Invitation for EOI and includes the details required by Invitation for EOI – Part B, including the requirements of Sections 1 and 3 of the Invitation for EOI – Part B and the requirements for the EOI Returnable Schedules;
  - (ii) meets the requirements of this Invitation for EOI which are current as at the EOI Closing Time and Date;
  - (iii) is endorsed to confirm that the Respondent has allowed in its EOI Response for the requirements contained in all Addenda issued to the Respondent prior to the EOI Closing Time and Date (each Addendum must be identified by its number and date of issue); and
  - (iv) complies with Section 7 of this Invitation for EOI – Part A and with this Section 2 of **Appendix A2**.
- (b) The Respondent must submit its EOI Response by the EOI Closing Time and Date.
- (c) The Respondent must submit its EOI Response in accordance with Section 7 of this Invitation for EOI – Part A and the Invitation for EOI – Part B.
- (d) ARTC may decline to consider any EOI Responses that are not submitted as required by Section 7 of this Invitation for EOI – Part A and the Invitation for EOI – Part B.
- (e) Each Respondent Member's EOI Response Deed Poll to be included in the EOI Response must be signed for and on behalf of each Respondent Member by a person or persons having full authority to bind the Respondent Member.
- (f) The Respondent must include the name, email address and telephone number of a company contact and an address, not a post box, for service of notices for the purposes of this Invitation for EOI and any subsequent contract arising from this Invitation for EOI.

- (g) Unless otherwise specified, measurements must be expressed in Australian legal units of measurements and all prices stated in the EOI Response are to be stated in Australian dollars.
- (h) It is the Respondent's responsibility to ensure that its EOI Response is complete and submitted by the EOI Closing Time and Date.
- (i) EOI Responses will remain valid for a period of 180 days from the EOI Closing Time and Date. The Respondent may not withdraw its EOI Response during this period.

### 3. LATE EOI RESPONSES

- (a) An EOI Response submitted after the EOI Closing Time and Date is a late EOI Response.
- (b) A late EOI Response will be excluded from consideration unless ARTC otherwise determines, in its absolute discretion and without having any obligation to do so, that it is appropriate for a late EOI Response to be considered.

### 4. RESPONDENT TO INFORM AND SATISFY ITSELF

Each Respondent must:

- (c) inform itself as to the EOI Documents and any other information made available by ARTC, or any other person on ARTC's behalf, to the Respondent for the purpose of responding to this Invitation for EOI;
- (d) inform itself as to all information relevant to the risks, contingencies and other circumstances having an effect on its EOI Response and which is obtainable by the making of reasonable enquiries;
- (e) prepare its EOI Response based on its own investigations, interpretations, deductions, information and determinations including (without limitation) its own independent evaluation of the accuracy, adequacy, suitability and completeness of the EOI Documents;
- (f) satisfy itself as to the correctness and sufficiency of its EOI Response; and
- (g) obtain such professional advice as is appropriate for a project of this type.

## 5. FURTHER INFORMATION

- (h) Subject to Section 5(b) of this **Appendix A2**, no Respondent will be permitted to alter its EOI Response after it has been submitted unless ARTC otherwise determines, in its absolute discretion and without having any obligation to do so.
- (i) Notwithstanding any other requirements of the EOI Documents, ARTC may require a Respondent to submit additional information, add further offers, rectify a non-conformity in its EOI Response or make a formal presentation for the purpose of explaining EOI Response details to allow further consideration of the Respondent's EOI Response.
- (j) If a Respondent fails to submit any of the information required by any date and time stipulated by ARTC, the EOI Response may be treated as nonconforming.
- (k) Without limiting this Section 5 of this **Appendix A2**, ARTC may require that the Respondent submit similar information to that required to be provided by the Respondent pursuant to this Invitation for EOI in respect of any subcontractors to which it proposes to subcontract any part of the Project Works.

## 6. SELECTION OF SHORTLISTED RESPONDENT

- (a) ARTC may, in its absolute discretion, choose whether or not to select any Respondent as a Shortlisted Respondent. If ARTC selects a Shortlisted Respondent, ARTC must notify each Respondent in writing of its decision. ARTC is not obliged to advise the Respondents of the reasons for the selection or non-selection of any Respondent as a Shortlisted Respondent.
- (b) By submitting an EOI Response, the Respondent acknowledges that an EOI Response will not be deemed to have been successful unless and until the Respondent has been selected as a Shortlisted Respondent.

## 7. COMMONWEALTH GOVERNMENT PROCUREMENT POLICIES

### (a) AUSTRALIAN INDUSTRY PARTICIPATION

The Australian Industry Participation (AIP) National Framework is applicable to the G2K PPP. The Successful Proponent will be required to prepare, submit for approval, and implement an AIP Plan in relation to the G2K PPP in accordance with the requirements of the relevant legislation.

### (b) WHS ACCREDITATION SCHEME

- (i) The Health and Safety Accreditation Scheme (WHS Scheme) established by the Building and Construction Industry (Improving Productivity) Act 2016 (BCIIP Act) applies to the G2K PPP.

- (ii) The Successful Proponent must not contract with a builder who will carry out building work as defined in section 6 of the Building and Construction Industry (Improving Productivity) Act 2016 if the builder is not accredited under the WHS Scheme at the time the contract for building work is signed.\*
- (iii) The Successful Proponent must require that the builder contracted to undertake the building work remains accredited while carrying out the building work.
- (iv) The builder must comply with all conditions of WHS Scheme accreditation and the National Construction Code performance requirements in relation to building materials.
- (v) The Respondent is required to insert details of accreditation status, including the expiry date of accreditation or evidence that accreditation is being sought under the WHS Scheme, as attached to this EOI at **Appendix B4**.

### (c) COMMONWEALTH CODE FOR TENDERING AND PERFORMANCE OF BUILDING WORK

Each Respondent acknowledges the following:

- (i) The Building Code applies to the G2K PPP.
- (ii) As part of their EOI Response, a Respondent must submit:
  - ▶ a signed "Declaration of Compliance" which is attached to this EOI at **Appendix B2**; and
  - ▶ the further information outlined in Attachment A to the "Declaration of Compliance" attached to this EOI at **Appendix B2**.

This is a minimum content and format requirement.

- (iii) The following are essential requirements:
  - ▶ Respondents and their Related Entities are not covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
  - ▶ Respondents are not subject to an Exclusion Sanction;
  - ▶ Respondents have not had an adverse decision, direction or order made by a court or tribunal for a breach of the Act, a designated building law, work health and safety law or competition and consumer law which has not been stayed or revoked and for which the period for compliance has expired without the Respondent having complied with the decision, direction or order;

\* Section 26(1)(f) of the Fair Work (Building Industry - Accreditation Scheme) Regulation 2016 outlines provisions applying to joint venture arrangements that include accredited and unaccredited builders.

- ▶ Respondents will only use products in relation to the Project Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia; and

- ▶ ARTC will exclude Respondents from further consideration if at any time before a contract is executed in relation to the Project Works ARTC considers that they do not comply with these essential requirements.

(iv) ARTC may exclude Respondents from further consideration if at any time before a contract is executed in relation to the Project Works they are excluded from performing Building Work funded by a state or territory government.

(v) As part of the Request for Proposals process, Proponents will be required to submit a Workplace Relations Management Plan with their Proposals for approval by the ABCC in accordance with Part 6 of the Building Code. ARTC will only enter into a contract with an entity whose Workplace Relations Management Plan has been approved by the ABCC.

In this Section 7 the following definitions apply:

**ABCC** means the body referred to in subsection 29(2) of the Act.

**Act** means the Building and Construction Industry (Improving Productivity) Act 2016.

**Building Code** means the Code for the Tendering and Performance of Building Work 2016, which is available at [legislation.gov.au/Details/F2017C00668](http://legislation.gov.au/Details/F2017C00668).

**Building Work** has the same meaning as in subsection 3(4) of the Building Code.

**Commonwealth Funded Building Work** means Building Work in items 1-8 of Schedule 1 of the Building Code.

**Enterprise Agreement** has the same meaning as in the Fair Work Act 2009.

**Exclusion Sanction** has the same meaning as in subsection 3(3) of the Building Code.

**Related Entity** has the same meaning as in subsection 3(2) of the Building Code.

## 8. GST AND OTHER DUTIES AND TAXES

All rates and prices that are required to be included in the EOI Response:

- (a) are to be on a GST exclusive basis; and
- (b) except as provided in paragraph (a), must include for all taxes, duties, levies, imposts and charges which may be payable in respect of the relevant work, services or items, (including any customs duty and primage applicable to imported materials, plant and equipment) required for the G2K PPP (Taxes),

and where applicable, the Respondent must submit with its EOI Response a statement setting out the amount of any Taxes in respect of any item required for the G2K PPP which has been included in the EOI Response.

## 9. ARTC'S RIGHTS AND DISCRETIONS

Without limiting any other provision in this Invitation for EOI, ARTC has the right, in its absolute discretion, without any obligation to do so and without limiting any other right which it may have (whether under this Invitation for EOI or otherwise), to do any one or more of the following at any time without giving reasons:

- (a) disqualify a Respondent that does not comply with the terms of this Invitation for EOI;
- (b) select or decline to select a Respondent as a Shortlisted Respondent (whether or not the Respondent has submitted an EOI Response, and if so, whether or not the EOI Response was submitted on time or was a conforming EOI Response);
- (c) give preference to any one or more Evaluation Criteria over other Evaluation Criteria and consider relative trade-offs between them;
- (d) pre-qualify, shortlist or enter into negotiations or agreements with any one or more persons;
- (e) accept a substitution of, withdrawal of, or addition to any of the parties or Respondent Members comprising the Respondent;
- (f) consider and evaluate any late EOI Response or non-conforming EOI Response;
- (g) reject or refuse to consider or evaluate (or continue to consider or evaluate) any or all EOI Responses;
- (h) amend:
  - (i) this Invitation for EOI;
  - (ii) any process or procedure (including the Evaluation Criteria) regarding the consideration or the evaluation of any or all EOI Responses;
- (i) withdraw this Invitation for EOI from any or all Respondents;
- (j) terminate the EOI Phase in respect of any or all Respondents;

- (k) terminate further participation in the EOI Phase by any or all Respondents;
- (l) advertise or otherwise call for new EOI Responses;
- (m) extend or change the EOI Closing Time and Date or any other time or date specified in the Invitation for EOI;
- (n) waive any irregularities in the EOI Phase;
- (o) waive any non-compliance with this Invitation for EOI;
- (p) waive any non-conformances in any EOI Response;
- (q) proceed with, or elect not to proceed with, all or any part of the G2K PPP;
- (r) proceed with all or any part of the G2K PPP on a different basis or on different terms to those described in this Invitation for EOI;
- (s) not proceed with all or any part of the G2K PPP immediately but proceed with the relevant activities or work at some time in the future with any party, including a person other than a Respondent;
- (t) undertake all or any part of the G2K PPP itself;
- (u) use information held by ARTC about a Respondent not provided by the Respondent (including any information from ARTC's own sources or any outside expertise) for the purposes of any consideration or evaluation during the EOI Phase;
- (v) take into account any information regarding a Respondent;
- (w) conduct any due diligence investigations (including the engagement of any outside expertise to conduct such investigations);
- (x) request additional information from a Respondent;
- (y) request a Respondent attend one or more meetings;
- (z) communicate, in whichever manner it chooses, with a Respondent;
- (aa) request Respondents provide a bid bond as a condition of becoming a Shortlisted Respondent or as a condition of continued participation in the EOI Phase or RFP Phase;
- (ab) request Respondents (and any other relevant parties) enter into a probity and process deed in favour of ARTC in a form acceptable to ARTC as a condition of becoming a Shortlisted Respondent or as a condition of continued participation in the EOI Phase or RFP Phase; and
- (ac) take any such other action as it considers in its absolute discretion to be appropriate in relation to the procurement of all or any part of the Project.

## 10. RELIANCE ON INFORMATION IN EOI RESPONSES

By submitting an EOI Response, the Respondent:

- (a) warrants to ARTC that the information contained in its EOI Response is accurate and complete as at the date on which it is submitted and may be relied on by ARTC in determining whether or not to shortlist the Respondent;
- (b) undertakes to promptly notify ARTC if it becomes aware of any change as described in Section 11 of this **Appendix A2**;
- (c) acknowledges that ARTC will rely on the above warranty and undertaking when evaluating the EOI Response; and
- (d) acknowledges that ARTC may suffer loss or damage if the Respondent breaches the warranty and undertaking.

## 11. CHANGES TO RESPONDENTS OR INFORMATION

- (a) At any time during the EOI Phase (including, for the avoidance of doubt, before, during or after the EOI Response evaluation period), a Respondent must notify ARTC in writing as soon as the Respondent becomes aware of any change to:
  - (i) the Respondent or a Respondent Member;
  - (ii) any entity that proposes to take a direct equity interest in the Respondent or a Respondent Member if the Respondent is or will become a contractor engaged by ARTC in relation to the delivery of the G2K PPP;
  - (iii) the ultimate parent entity of any entity that proposes to take a direct equity interest of the type mentioned in the paragraph above;
  - (iv) any other entity that is likely to be in a position to exercise control or influence (direct or indirect) over the future management and operation of the Respondent or a Respondent Member;
  - (v) any director, secretary or chief executive of any entity falling within the above paragraphs and any proposed new director, secretary or chief executive officer; and
  - (vi) any key Project resources (including proposed subcontractors and consultants) identified by the Respondent as providing a core capability to the Respondent.

- (b) At any time during the EOI Phase (including, for the avoidance of doubt, before, during or after the EOI Response evaluation period), a Respondent must notify ARTC in writing as soon as the Respondent becomes aware of any material change to any information contained in its EOI Response, and of any material change in circumstances which may affect the truth, completeness or accuracy of any information provided in, or in connection with, the EOI Response.
- (c) If ARTC, in its absolute discretion, determines that a change referred to in Section 11(a) or 11(b) of this **Appendix A2** is material, it reserves the right to re-evaluate any EOI Response, consider the change during the EOI Phase or the RFP Phase or to eliminate the Respondent from further participation in the EOI Phase or the RFP Phase.

## 12. PROBITY AND COMPETITIVENESS

- (a) Subject to Sections 12(b) and 12(c) of this **Appendix A2**, in providing an EOI Response, the Respondent warrants that:
  - (i) as at the EOI Closing Time and Date, no actual, potential or perceived probity issues (including any actual, potential or perceived conflicts of interest) exist or are likely to arise in respect of the Respondent or its involvement in the G2K PPP, including any relationships between the Respondent and a Competing Respondent (including the existence of Related Parties, common directors, advisers or employees), other than those probity issues disclosed and described in its EOI Response; and
  - (ii) it will not place itself, and will ensure that its officers, employees, agents and advisers do not place themselves, in a position that may or does give rise to an actual, potential or perceived probity issue during this EOI Phase.
- (b) If an actual, potential or perceived probity issue arises, or appears likely to arise, including after the submission of its EOI Response, the Respondent must:
  - (i) immediately notify ARTC in writing as soon as such actual, potential or perceived probity issue becomes apparent to the Respondent and provide details of such probity issue; and
  - (ii) if the actual, potential or perceived probity issue arises prior to the submission of its EOI Response, fully disclose and describe such probity issue in its EOI Response.
- (c) If a notice is given under Section 12(b)(i) of this **Appendix A2**, ARTC shall, in its absolute discretion, decide on the appropriate course of action. The Respondent must take all steps required by ARTC to prevent, end, avoid, mitigate, resolve or otherwise manage the actual, potential or perceived probity issue.
- (d) The Respondent must provide (or procure) access for the G2K PPP Probity Adviser to the records, books, accounts and personnel of the Respondent, as relevant to the G2K PPP.
- (e) The Respondent agrees to co-operate fully with and do all things reasonably necessary or desirable to enable the G2K PPP Probity Adviser to carry out its duties effectively and expeditiously.
- (f) ARTC reserves the right to undertake checks and investigations to satisfy itself that there are no actual, potential or perceived probity issues which may preclude a person from becoming a Respondent or a Respondent Member from being selected as a Shortlisted Respondent.
- (g) The Respondent consents to probity checks and investigations being conducted at any time. Such probity checks and investigations may include:
  - (i) investigations into commercial structure, business and credit history;
  - (ii) prior contract compliance;
  - (iii) any criminal records or pending charges;
  - (iv) interviews with any referees nominated; and
  - (v) research into any relevant activity that is or might reasonably be expected to be the subject of regulatory investigation.
- (h) Nothing in this Section 12 of this **Appendix A2** detracts from or limits the Respondent's obligations or responsibilities for complying with all probity requirements which relate to the EOI Phase.

### 13. USE OF FORMER ARTC, COMMONWEALTH GOVERNMENT AND SERVICE PROVIDER PERSONNEL

The Respondent and each Respondent Member and Respondent Associate must not, without written approval from ARTC, permit a person to contribute to, or participate in, any process relating to the preparation of the Respondent's EOI Response or Proposal, if the person at any time since 1 January 2018 been employed by or provided advice to:

- (a) ARTC;
- (b) the Queensland Government;
- (c) Queensland Rail; or
- (d) a Federal Government agency.

whether directly or indirectly as a consultant or contractor to any of them, in connection with services related to the development or review of procurement documentation for the G2K PPP (including any business case, Environmental Impact Statement, evaluation plan, procurement plan, ROI documents, EOI documents and RFP documents).

### 14. INDEPENDENT VERIFIER

The Respondent and each Respondent Member acknowledges and agrees that a Respondent Member who is a part of the Successful Proponent is not eligible for the role of the Independent Verifier under the Project Documents.

### 15. AMENDMENTS AND ADDENDA

- (a) Without limiting Section 9 of this **Appendix A2**, ARTC may amend the EOI Documents at any time during the EOI Phase and prior to the RFP Phase commencing (including to extend or change the EOI Closing Time and Date or to vary the Evaluation Criteria or ARTC's requirements for the contractual structure proposed for the carrying out of the G2K PPP) by issuing a notification in writing called an 'Addendum' which will become part of the Invitation for EOI.
- (b) Addenda will be serially numbered and issued to all Respondents in the same manner as this EOI Invitation:
  - (i) where individual Addenda are issued; or
  - (ii) where ARTC has selected one or more Respondents as a Shortlisted Respondent, in which case any Addenda issued after that time might, at the absolute discretion of ARTC, only be issued to the relevant Shortlisted Respondents.
- (c) Respondents must acknowledge receipt of all Addenda issued to them by completing the details for Addenda required in the EOI Response Deed Poll.

- (d) No explanation or interpretation of the EOI Documents may be relied upon by a Respondent as an amendment to the EOI Documents unless given in the form of an Addendum. Such Addenda will become part of the EOI Documents.

### 16. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- (a) Subject to Section 16(b) of this **Appendix A2**, all EOI Responses become the property of ARTC on submission to ARTC and will not be returned to Respondents.
- (b) Any Intellectual Property Rights that may exist in an EOI Response will remain the property of the Respondent. The Respondent must clearly identify any element of its EOI Response it considers to be subject to Intellectual Property Rights in favour of the Respondent and identify the nature of those Intellectual Property Rights. Where ARTC, in its absolute discretion, agrees that such elements are subject to such a right, ARTC will only use those elements in accordance with the licence given in Section 16(c) of this **Appendix A2**.
- (c) By providing an EOI Response, the Respondent and each relevant Respondent Member grants ARTC a non-exclusive, fully paid up and royalty free, perpetual, assignable licence to use, reproduce, copy, adapt, modify, disclose, incorporate into other work or do anything else necessary at ARTC's absolute discretion (and sub-licence any other third party to do so), to all material (including material that contains any Intellectual Property Rights of the Respondent or any other person) contained in an EOI Response, for the purposes of evaluating and clarifying that EOI Response and for all other purposes in connection with the EOI Phase, RFP Phase or the G2K PPP.
- (d) The Respondent and each Respondent Member will indemnify ARTC against any Claim, loss, cost, expense, damage or liability suffered or incurred by ARTC arising out of or in connection with the Intellectual Property Rights described in Section 16(c) of this **Appendix A2** infringing or allegedly infringing any Intellectual Property Rights or any author's moral rights.

## 17. DISCLOSURE BY ARTC

- (a) The Respondent and each Respondent Member acknowledges and agrees that ARTC may publish or disclose (on the internet or otherwise), and consents to such publication or disclosure, details of:
  - (i) the Respondent (including the Respondent Members and Respondent Associates);
  - (ii) the identity of the Shortlisted Respondents (including the Respondent Members and Respondent Associates);
  - (iii) the status of the EOI Phase or RFP Phase at any time; and
  - (iv) the EOI Responses and Proposals, including communication and promotional information submitted by the Respondent with its EOI Response and Proposal.
- (b) The Respondent must clearly identify any element of its EOI Response it considers to be commercial in confidence. If ARTC, in its absolute discretion, agrees that such information is commercial in confidence and is not in the public domain, it will not disclose that information to another Respondent without first giving the Respondent the opportunity to withdraw the commercial in confidence material.

## 18. RIGHT TO INFORMATION

- (a) The Respondent and each Respondent Member acknowledges and agrees that: the *Freedom of Information Act 1982* (Cth) and the Privacy Legislation may allow members of the public rights to be given access to documents relating to the G2K PPP;
- (b) All or part of an EOI Response may be disclosed to third parties if there is a requirement to do so under the provisions of the relevant legislation;
- (c) Any information that is of a confidential nature or concerns the business, professional, commercial or financial affairs of a Respondent, the disclosure of which, in the circumstances, is contrary to the public interest may be exempt from disclosure under the relevant legislation and should be marked as follows:
  - (i) *Freedom of Information Act 1982* (Cth) and *Privacy Act 1988* (Cth) – - Business information
  - (ii) Confidential to [entity name]
  - (iii) Refer to [name and title of company representative who is making the exemption contention]
  - (iv) Telephone [direct telephone number]

- (d) Marking information in the manner stated above will not necessarily prevent disclosure of the matter in accordance with the relevant legislation. Any decision to grant access to a document will be determined by the requirements of the relevant legislation, including whether the disclosure would, on balance, be contrary to the public interest. Respondents will not be entitled to make any claim against ARTC in relation to any actions taken in relation to, or under, the relevant legislation.
- (e) Respondents are advised that, while ARTC may deal with applications for access in response to right to information requests, there may be occasions on which a Respondent exercises a right to seek independent external review of the decisions made.

## 19. PRIVACY AND PERSONAL INFORMATION

- (a) In relation to any Personal Information provided in connection with the EOI Phase, including any Personal Information provided to them by ARTC or by any of its officers, employees, agents or advisers, the Respondent and each Respondent Member (as applicable) must comply with the provisions of the Privacy Legislation.
- (b) The Respondent must take all such steps as are required under relevant legislation, including the Privacy Legislation, to obtain the consent of individuals in order to ensure that ARTC may collect, use and disclose to any government agency Personal Information relating to participation of the Respondent and each Respondent Member in the EOI Phase.

## 20. COSTS TO BE BORNE BY RESPONDENT

The Respondent acknowledges and agrees that it is solely responsible for and will bear all costs and expenses incurred by the Respondent in preparing and submitting any EOI Response, attending any meetings, providing any further information and otherwise in connection with its participation in the EOI Phase, including as a result of any modification or termination of the EOI Phase.

## 21. CANVASSING

Respondents must not contact any members, or employees or officers of ARTC, the Project Team (other than the G2K PPP Transaction Manager), elected members of the Commonwealth, State or Local Governments, officers of the local government authorities, government agencies, or ARTC's advisers with a view to providing or obtaining information in respect of any part of the G2K PPP, the EOI Phase or their EOI Response, or attempting to support or enhance their prospect of being selected as a Shortlisted Respondent other than as expressly permitted by this Invitation for EOI. At the absolute discretion of ARTC, any unauthorised communication or attempted approach by a Respondent may lead to the Respondent's exclusion from the EOI Phase, or any related processes.

## 22. COLLUSION

Respondents, Respondent Members, Respondent Associates and their respective officers, employees, agents and advisers must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Respondent or any other person in relation to the preparation or submission of an EOI Response. Evidence of such conduct may lead to the rejection of the EOI Response of all Respondents involved.

## 23. NO APPEAL

The Respondent and each Respondent Member have no rights to appeal, object or make a claim against ARTC in respect of:

- (a) the selection of persons to participate in the EOI Phase or the RFP Phase;
- (b) any other decision, determination, evaluation or analysis by ARTC in relation to or in any way in connection with the EOI Phase or the RFP Phase; or
- (c) anything else arising from the EOI Phase, the RFP Phase, the Invitation for EOI or anything related to them,

and the Respondent and each Respondent Member waive all rights to do so.

APPENDIX

# A3

## RISK ALLOCATION MATRIX



## APPENDIX A3. RISK ALLOCATION MATRIX

This appendix provides an overview of the key risks associated with the G2K PPP, and outlines a proposed allocation of these risks.

**TABLE 7: INDICATIVE RISK ALLOCATION MATRIX – G2K PPP**

#	TYPE OF RISK	DESCRIPTION	ARTC	RISK ALLOCATION PROJECT CO	SHARED
<b>1. SITE RISKS</b>					
1.1.	Land acquisition	Risk associated with acquiring land identified at Contract Close as being required for Project Co's design accepted by ARTC.	✓		
1.2	Land acquisition	Risk associated with acquiring land as a result of design changes requested by ARTC after Contract Close.	✓		
1.3	Land acquisition	Risk associated with acquiring land as a result of design changes requested by Project Co after Contract Close, and any other land not referred to in items 1.1 and 1.2 of this Table 7.		✓	
1.4	Planning approvals	Risk of obtaining Coordinator General approval and EPBC Act approval for the Project Works based on the Reference Design or where otherwise accepted by ARTC.	✓		
1.5	Planning approvals	Compliance with and discharging conditions of all planning approvals.		✓	
1.6	Approvals	Risk of obtaining all other approvals for the Project Works.		✓	
1.7	Native title claims	Risk of native title claims affecting the Project Works.	✓		
1.8	Aboriginal heritage and artefacts	Risk of discovery of items of aboriginal heritage and artefacts at the site or affected by the Project Works.			✓
1.9	Site conditions	Risk of unanticipated geotechnical or other ground conditions (including services and utilities) in respect of the Project Works. [Note: allocation provisional pending completion of geotechnical surveys.]		✓	
1.10	Contamination	Risk of managing, removing and remediating contamination caused or disturbed by Project Co.		✓	

#	TYPE OF RISK	DESCRIPTION	ARTC	RISK ALLOCATION PROJECT CO	SHARED
<b>2. DESIGN, CONSTRUCTION AND COMMISSIONING RISKS</b>					
2.1	Force majeure	Risk of delay caused by force majeure events which prevent construction milestones being met.			
2.2	Design risk	Risk that the design does not meet project scope and technical requirements.			
2.3	Construction risk	Risk that construction activities cannot be completed on time and/or to budget.			
2.4	Queensland Rail interface risk	Risk of managing interfaces with Queensland Rail during the delivery phase in relation to track possessions (if any), design and development processes, safety and accreditation, and testing and commissioning.			
2.5	Interface with other Interfacing Inland Rail Packages	Risk in relation to managing interfaces and coordinating design and construction activities with the other Interfacing Inland Rail Packages in accordance with the requirements of the Project Documents.			
2.6	Other existing transport infrastructure	Risk associated with obtaining possessions for other transport infrastructure.			
2.7	Defects risk	Risk that defects are identified during or following completion of construction.			
2.8	Equipment	Responsibility for the selection, procurement and installation of equipment.			
2.9	Fit for Purpose	Risk that Project Works are not constructed so as to be fit for purpose, or do not comply with contractual obligations.			
2.10	Commissioning	Risk that the Project Works cannot be commissioned in accordance with the commissioning regime required to achieve Final Acceptance and agreed with the other Interfacing Inland Rail Packages, and Queensland Rail.			
<b>3. OPERATING AND MAINTENANCE RISKS</b>					
3.1	Force majeure	Risk that force majeure events affect the operation or availability of the Maintained Works.			
3.2	Queensland Rail Interface risk	Risk of managing interfaces with Queensland Rail in respect to Project Co's maintenance of the Maintained Works and Queensland Rail's maintenance of Queensland Rail's assets during the maintenance phase			
3.3	User demand and revenue	The revenue consequences of reduced demand for use of Inland Rail.			

#	TYPE OF RISK	DESCRIPTION	ARTC	RISK ALLOCATION PROJECT CO	SHARED
3.4	Asset availability and maintenance	Making the Maintained Works available for users in accordance with availability requirements and levels.		✓	
3.5	Meeting performance requirements/ minimum service specifications	Maintained Works performance does not meet the minimum service specification.		✓	
3.6	Lifecycle costs	Risk associated with the replacement and refurbishment of Maintained Works over the maintenance phase.		✓	
3.7	Changes in rail service levels	Changes in rail service levels impacting the maintenance and lifecycle of the Maintained Works within the parameters specified in the Project Documents.		✓	
3.8	Residual life and end of Term handover	Satisfying the residual design life requirements for the Maintained Works at the end of the maintenance phase.		✓	
<b>4. ACCREDITATION RISKS</b>					
4.1	Rail safety accreditation – D&C phase	Obtaining and maintaining accreditation for the design and construction (and associated activities) of the Project Works, where required (excluding Queensland Rail assets). Refer Figure 2 in Section 4.6.2.		✓	
4.2	Rail safety accreditation – maintenance phase	ARTC to vary its accreditation as necessary for the operation and maintenance of the G2K PPP, if required.	✓		
<b>5. INDUSTRIAL RELATIONS RISK</b>					
5.1	Industrial relations risk	Risk of industrial action and industrial relations matters affecting the Project Works, excluding those actions which directly result from an act or omission of ARTC and only affect the G2K PPP.		✓	
<b>6. CHANGE IN LAW</b>					
6.1	Project specific change in law	Risk of additional cost or delay resulting from changes in Commonwealth policy or law which expressly and exclusively applies to the Project Works.	✓		
6.2	General change in law	Risk of a general change in law during the D&C phase.		✓	
6.3	General change in law	Risk of a general change in law during the maintenance phase.			✓

#	TYPE OF RISK	DESCRIPTION	ARTC	RISK ALLOCATION PROJECT CO	SHARED
<b>7. FINANCING AND INSURANCE RISKS</b>					
7.1	Financing	Obtaining and maintaining private sector financing.		✓	
7.2	Refinancing	Risk of refinancing losses.		✓	
7.3	Refinancing	Benefit of refinancing gains.			✓
7.4	Tax	Risk that actual tax payable by Project Co differs from the base case financial model.		✓	
7.5	Insurance	Responsibility for effecting Project Co insurances required for design, construction and maintenance of the G2K PPP.		✓	

APPENDIX

# A4+

G2K PPP ADVISERS  
AND SUBCONSULTANTS

**PART A** – PROJECT OVERVIEW AND RESPONDENT INSTRUCTIONS

## APPENDIX A4. G2K PPP ADVISERS AND SUBCONSULTANTS

ROLE	COMPANY
Technical advice on Phase 2 Feasibility design and environmental approvals	Future Freight Joint Venture (AECOM and Aurecon)
Technical	SMEC/Arup Joint Venture
Commercial and Financial	KPMG Australia
Legal	King & Wood Mallesons
Transaction Adviser	Calcutta Group
Probity Adviser	BDO (Qld) Pty Ltd
Geotechnical consultants	Golder Associates
Insurance Adviser	Senyth
Cost Estimator	RLB
Inland Rail Program Management Office	Turner & Townsend
Independent Safety Assessor (Feasibility Design)	Certifer Australia

Note: The above list is not exhaustive and Respondents are also referred to Section 9.2 of this Invitation for EOI – Part A and Section 13 of **Appendix A2**.

APPENDIX

# A5

## COMMONWEALTH GOVERNMENT REQUIREMENTS

**PART A** – PROJECT OVERVIEW AND RESPONDENT INSTRUCTIONS

## APPENDIX A5. COMMONWEALTH GOVERNMENT REQUIREMENTS

As noted in Section 4.6.7, a number of Commonwealth Government policies, guidelines and related requirements are applicable to the G2K PPP. This **Appendix A5** provides a high-level overview of key policies, guidelines and related requirements and their applicability to the G2K PPP.

### AUSTRALIAN INDUSTRY PARTICIPATION PLANS FOR GOVERNMENT PROCUREMENT

The Australian Industry Participation (AIP) National Framework (Framework) and the *Australian Jobs Act 2013* (Cth) (Jobs Act) apply to major Commonwealth Government procurements (\$20 million and more) and other designated major projects (including the establishment of a new railway facility) with a total capital expenditure that exceeds \$500 million. The Framework seeks to promote industry capability and maximise participation in investment projects.

Successful tenderers will be required to prepare, submit for approval, and implement an AIP Plan.

The AIP Plan details how the successful tenderers will provide full, fair and reasonable opportunity for Australian businesses to supply key goods and services to the G2K PPP and in respect of the initial operational phase.

The AIP Authority regulates AIP Plans under the Jobs Act. A draft AIP Plan needs to be submitted by the successful tenderer to the AIP Authority 90 days before the “trigger date” in respect of the G2K PPP. The trigger date is the final date at which a project must have an AIP plan approved by the AIP Authority. Under the Jobs Act there are a number of “trigger events” that may become the trigger date for a project.

The AIP Authority can specify a trigger date, or a Respondent in consultation with the AIP Authority can agree a date. It is advisable that project proponents liaise with the AIP Authority at the earliest possible opportunity regarding the trigger date.

Once an AIP Plan is approved, the Successful Proponent must submit compliance reports in respect of that plan every 6 months until the G2K PPP’s completion and for the initial two years of maintenance phase.

### COMMONWEALTH CODE FOR TENDERING AND PERFORMANCE OF BUILDING WORK

The Code for the Tendering and Performance of Building Work 2016 (Building Code) issued under the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) applies to the building work associated with the G2K PPP.

The Building Code sets the federal standard for workplace relations conduct expected from building industry participants (including building contractors and building employers) that wish to undertake Commonwealth-funded building work. The Building Code is designed to promote an improved workplace relations framework for building sites, encourage the development of safe, lawful and productive building sites and to reduce delays and to establish an enforcement framework under which building contractors may be excluded from tendering.

By submitting an EOI Response for the G2K PPP, the Respondent acknowledges that it will become subject to the Building Code.

### THE WORK HEALTH AND SAFETY ACCREDITATION SCHEME

The Australian Government is committed to improving Work Health and Safety (WHS) outcomes in the building and construction industry. An important initiative to achieve this is the Australian Government building and construction industry Work Health and Safety Accreditation Scheme (Scheme). The Scheme is established by the *Building and Construction Industry (Improving Productivity) Act 2016* and specified in the Fair Work (Building Industry - Accreditation Scheme) Regulation 2016.

It is a requirement of the G2K PPP that the persons contracted to undertake the building work be accredited under the Scheme at the time of entering into the contract for the building work and while the building work is being carried out. Section 26(1)(f) of the Fair Work (Building Industry - Accreditation Scheme) Regulation 2016 outlines provisions applying to joint venture arrangements that include accredited and unaccredited builders.

ARTC requires the Respondent to complete **Appendix B4** to this EOI as part of its EOI Response, setting out details of the Respondent’s accreditation status, including the expiry date of accreditation or evidence that accreditation is being sought under the Scheme.

### INDIGENOUS PROCUREMENT POLICY

The Indigenous Procurement Policy (IPP) took effect from 1 July 2015. The IPP aims to stimulate indigenous business development by setting yearly targets for Commonwealth purchasing from Indigenous enterprises and minimum Indigenous participation requirements for certain Commonwealth contracts. The Successful Proponent will be required to comply with the IPP and demonstrate to ARTC how it is complying with the IPP.

APPENDIX

# A6

## REGISTRATION FOR EOI RESPONSE SCHEDULE

**PART A** – PROJECT OVERVIEW AND RESPONDENT INSTRUCTIONS

## APPENDIX A6. REGISTRATION FOR EOI RESPONSE SCHEDULE

Registrants wishing to register their interest must respond by providing the information outlined in this Registration for EOI Response Schedule.

The response is to be limited to ten A4 pages in total.

### CONTACT DETAILS

#### KEY CONTACT:

NAME \_\_\_\_\_

ORGANISATION \_\_\_\_\_

TITLE \_\_\_\_\_

PHONE \_\_\_\_\_

MOBILE \_\_\_\_\_

EMAIL \_\_\_\_\_

OFFICE ADDRESS \_\_\_\_\_

\_\_\_\_\_

#### ALTERNATIVE CONTACT:

NAME \_\_\_\_\_

ORGANISATION \_\_\_\_\_

TITLE \_\_\_\_\_

PHONE \_\_\_\_\_

MOBILE \_\_\_\_\_

EMAIL \_\_\_\_\_

OFFICE ADDRESS \_\_\_\_\_

\_\_\_\_\_

If unsuccessful, the Registrant consents to its details being provided to the Successful Registrants (refer to Section 2.3 of the EOI – Part A).

YES  NO

## BUSINESS OVERVIEW\*

Brief overview of the Registrant's business including:

- (a) major areas of operation;
- (b) expertise to undertake scope included in the PPP Project; and
- (c) the regions in which the respondent operates.

\*If responding on behalf of a consortium, this information should be provided for each key consortium member.

## ORGANISATION KEY FINANCIALS AND EMPLOYEE INFORMATION

	AUSTRALIA	TOTAL
<b>ANNUAL TURNOVER (\$AUD)</b>		
<b>PROFITABILITY (NET PROFIT AFTER TAX) (\$AUD)</b>		
<b>NUMBER OF EMPLOYEES</b>		

## RELEVANT EXPERIENCE

Brief description of no more than four recent relevant projects that the Registrant has been engaged on, including the project name, value, client organisation and the Registrant's specific role.

## FURTHER INFORMATION

Brief description of any additional information that would be beneficial to understand in relation to the Registrant in the context of the PPP Project.

## ACKNOWLEDGEMENT

I, \_\_\_\_\_ on behalf of, \_\_\_\_\_, \_\_\_\_\_ acknowledge that I have read the 'Disclaimer' in this the Registration of Interest document, I agree to comply with the terms contained therein, and warrant that I have the authority to make this acknowledgement on behalf of \_\_\_\_\_.

SIGNATURE \_\_\_\_\_

POSITION \_\_\_\_\_

DATE \_\_\_\_\_