



Australian Government  
Department of Immigration  
and Border Protection

## Schedule 9 Order for Services

### CBS 17-19 ORDER FOR COMMERCIAL, FINANCIAL, PROJECT SUPPORT SERVICES FOR GARRISON AND WELFARE SERVICES

This Order is made in accordance with the Deed of Standing Offer for Consultancy & Business Services SON1700081 and needs to be read in conjunction with that document, including the Deed of Standing Offer Details and any attachments to this Order.

#### KPMG

20 Brindabella Circuit  
Brindabella Business Park  
Canberra Airport ACT 2609  
ABN 51 194 660 183  
Sent via email: s22(1)(a)(ii) or s22(1)(a)(ii)

1	Deed Reference Number	127074 – 33
2	DIBP Project Officer (Instructing Officer)	s22(1)(a)(ii) A/g Director Services Procurement Services Management Branch / Detention Services Division Support Group Australian Border Force T: s22(1)(a)(ii) E: s22(1)(a)(ii)
3	Work specification for the Services	<p>Overview KPMG will provide a commercial and financial advisor to provide financial, commercial, negotiation and project support services to DIBP and Host Governments for the Garrison and Welfare Services procurement process.</p> <p><b>1. Garrison and Welfare Services Procurement</b> 1.1 KPMG will provide a qualified commercial and financial advisor to provide advisor services in the following areas:</p> <ol style="list-style-type: none"> <li>financial services;</li> <li>commercial services;</li> <li>negotiation services; and</li> <li>project support services.</li> </ol> <p><b>2. Negotiation Services</b> 2.1 Negotiation services may include:</p> <ol style="list-style-type: none"> <li>Input into the negotiation strategy and directive for each potential contract;</li> <li>Advising on how competitive tension can be maintained throughout the negotiation process;</li> <li>Participating in contract negotiations, particularly in relation to financial and commercial aspects of the contract;</li> <li>Testing assumptions/assertions made by tenderers during negotiations as required by DIBP and/or Host Governments.</li> </ol> <p><b>3. Financial Advisor Services</b> 3.1 Financial advisor services may include:</p>

		<ul style="list-style-type: none"> <li>a. Assessing financial risks and developing strategies for managing the financial risks in a procurement process;</li> <li>b. Reviewing and providing advice on the financial aspects of tender documentation including developing appropriate pricing schedules and strategies to cost the tenderer's services;</li> <li>c. Contributing to the development of the financial aspects of the tender and tender evaluation methodology;</li> <li>d. Advising on the best approach in the tender documentation to advise tenderers of relevant taxation issues for host governments, such as GST in Papua New Guinea and the proposed tax regime in Nauru, and configure the pricing schedule accordingly;</li> <li>e. Providing evaluation reports on the financial aspects of tenders, including normalisation of prices, comparison with baseline and identification of realisable savings;</li> <li>f. Assessing the financial viability of tenderers and their capacity to deliver the contracted services for the tendered price benchmarking;</li> <li>g. Preparing financial models for baseline costing, and indicative costing of alternative service delivery models and/or cost/benefit analysis;</li> <li>h. Providing advice in relation to: <ul style="list-style-type: none"> <li>(i) market testing of in-house services including determining the current costs of services, competitive neutrality and strategies to realise savings the development of financial aspects of the contract;</li> <li>(ii) financial issues of contract negotiations and assessing the impact of accepting suggested changes on relative value for money; and</li> <li>(iii) Other financial services as required.</li> </ul> </li> </ul> <p><b>4. Commercial Advisor Services</b></p> <p>4.1 Commercial advisor services may include:</p> <ul style="list-style-type: none"> <li>a. Providing advice and guidance on commercial issues that arise relating to any or all activities involved in the procurement process including, but not limited to: <ul style="list-style-type: none"> <li>(i) Conducting market research, including supply chain analysis, in relation to determining the most appropriate procurement method/acquisition strategy, with particular consideration of market capability on host countries;</li> <li>(ii) Based on the market research, developing and delivering a market building strategy that mitigates any areas of concern identified through the market research, with particular consideration of market capability on host countries;</li> <li>(iii) Providing advice and assistance on appropriate market testing and acquisition strategies to be pursued, including the appropriate bundling of services to be market tested and assistance with agreed implementation strategies</li> <li>(iv) Providing advice on, and assistance with, the complete procurement cycle including procurement plans, industry briefs, tendering activities, contract negotiations, contract award and contract management, in accordance with any</li> </ul> </li> </ul>
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Reference: 1700861

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	<p>Host Country legislation, policy, guidelines or instructions and/or, the Commonwealth Procurement Rules (CPRs) and DIBP instructions, policy, procedures and templates</p> <ul style="list-style-type: none"><li>(v) Assist in determining the preferred form of contract to be executed (eg inputs based vs outcomes based)</li><li>(vi) Recommending and developing tools and models to use in assisting tender evaluation</li><li>(vii) Participating in various aspects of the procurement including tender evaluation</li><li>(viii) Providing advice on negotiation strategies</li><li>(ix) Developing risk management strategies and plans for the tendering, contract award, contract management and disposal phases of the procurement developing strategies for managing outsourced services, including assisting with developing performance standards, performance measures and monitoring methods</li><li>(x) Providing advice on any specific or ad hoc procurement issues raised</li><li>(xi) Providing strategic business improvement advice relating to business process re-engineering to ensure contestability and comparability with any services offered to the market associated with planning and managing improvement strategies including developing and reviewing service delivery models</li><li>(xii) Reviewing business and contract management practices of DIBP and contractors to identify deficiencies which may impact on the delivery of services</li><li>(xiii) Researching and documenting best procurement practice for key operational matters</li><li>(xiv) Developing and/or reviewing guidelines on relevant procurement issues</li><li>(xv) Providing advice on contract management methodology and resourcing and</li><li>(xvi) Other support as required</li></ul> <p><b>5. Project Support Services</b></p> <p>5.1 A project officer may be required to provide project management services relating to any or all activities involved in a procurement process including, but not limited to:</p> <ul style="list-style-type: none"><li>a. Providing advice and assistance to DIBP and/or Host Governments in relation to implementation of project management policies, processes and tools</li><li>b. Providing advice for project managers undertaking specific project management activities for the outlined procurement process</li><li>c. Partnering with project managers to assist with project administration support activities, including secretariat support and records management</li></ul>
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4	Commencement Date	The date the second party signs this Order for Services				
5	Order Term	The Commencement Date until 30 June 2018 DIBP may in its sole discretion extend the term of this Order beyond the initial term for further periods up to (six months) in aggregate, on the same terms and conditions of this Order, by giving written notice to the Service Provider prior to the end of the initial term of this Order.				
6	Timeframes/ Milestones	Deliverable dates to be agreed by both parties.				
7	Specified Personnel	<p>The Service Provider agrees that the Services will be undertaken by the following Specified Personnel:</p> <table><thead><tr><th>Core Team</th><th>Position</th></tr></thead><tbody><tr><td>s22(1)(a)(ii)</td><td>s47</td></tr></tbody></table> <p>In order to meet peak workload requirements, KPMG resources additional to the personnel specified above can be agreed in writing with the Project Officer.</p>	Core Team	Position	s22(1)(a)(ii)	s47
Core Team	Position					
s22(1)(a)(ii)	s47					
8	Subcontractors	No subcontractors are approved to provide Services under this Contract.				
9	Location	The services to be performed under this contract will be delivered in the Offices of the Department of Immigration and Border Protection at 5 Constitution Avenue, Canberra City, ACT 2601.				
10	Terms and Conditions	<p>The Terms and Conditions as set out in the Deed of Standing Offer will apply to this Contract.</p> <p>The following terms and conditions will also apply:</p> <ol style="list-style-type: none"><li>1. If in the course of performing the Services under this Contract, if the Service Provider anticipates that its fees and disbursements will exceed the amount provided in this Contract, it must inform the DIBP Project Officer before its anticipated fees and disbursements reach 80% of the Contract amount. Fees and disbursements in addition to the Contract amount whether or not for the Services or for additional services will not be paid unless specifically approved, in the sole discretion of DIBP or the subject of another Contract under the Deed.</li><li>2. Invoices (to comply with clause 3.2 and Schedule 1 Item D of the Deed).</li><li>3. DIBP will not pay any disbursements under this Contract including expert reports and travel and accommodation expenses unless, prior to being incurred by the Service Provider, they have been pre-approved in writing by the DIBP Project Officer.</li></ol>				
11	Fees, Charges and Expenses	<p>DIBP will pay invoices on an "as worked" basis, as submitted by KPMG monthly. The specified Personnel must submit timesheets detailing the hours worked.</p> <p>Total value of this Contract, including interstate travel expenses, must not exceed s47 (GST inclusive).</p> <p>The hourly rates payable under this work order are specified at Schedule 4 (Fees) of the Deed of Standing Offer (Deed No 127074-33), and are</p>				

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		<p>subject to revision in accordance with the Deed. The hourly rates as at 29 June 2017 applicable to the Specified Personnel are detailed below:</p> <table><tr><th>Name</th><th>Position / Title</th><th>Hourly Rate</th><th>GST on Hourly Rate</th><th>Total Hourly Rate</th></tr><tr><td>s22(1)(a)(ii)</td><td>s47</td><td></td><td></td><td></td></tr></table> <p>The rates listed above are consistent with the classification of individuals as at 29 June 2017. Should individual classification change in the future, individual rates will be reviewed on a case by case basis.</p> <p>KPMG will provide professional services to the Department Immigration and Border Protection in the context of the proportionate liability legislation which provides an objective framework to providers or services allocating responsibility between concurrent wrongdoers, in the unlikely instance that the Department Immigration and Border Protection suffers any loss.</p> <p>Canberra based KPMG personnel must be available to co-locate with the DIBP project team at no cost. Travel expenses will be capped at no more than 4% of the project service fees.</p> <p>Fees for Services under this Contract will be calculated on a “time and materials” basis and in accordance with the rates at Table 1.</p> <p>Subject to acceptance of the Ordered Services by DIBP payment will be made within 30 days from receipt of a correctly rendered Tax Invoice and completed timesheet. The Service Provider will be paid when the time sheet and the Tax Invoice is reconciled and approved by the Customer Representative. Invoices must be issued by the Service Provider at the end of each month for the previous month’s work on the Ordered Services.</p> <p>Fees under this Contract will be calculated upon delivery of the Services.</p> <p>If required to travel away from Canberra, the Service Provider will be reimbursed for economy class fares and related accommodation at non-SES rates where they are pre-approved in writing by DIBP.</p>	Name	Position / Title	Hourly Rate	GST on Hourly Rate	Total Hourly Rate	s22(1)(a)(ii)	s47			
Name	Position / Title	Hourly Rate	GST on Hourly Rate	Total Hourly Rate								
s22(1)(a)(ii)	s47											
12	DIBP Material	Current contracts relating to the services and supporting documentation as specified Under Item 4.										
13	Existing Material	Not Applicable										
14	Contract Material	Materials supplied by the Department or developed as a result of the project, remains the property of the Commonwealth and is to be used only for the purpose of supporting the project’s outcomes.										
15	Confidential Information	<table><tr><th>DIBP Confidential information</th><th>Period of Confidentiality</th></tr><tr><td>DIBP Confidential Information includes all information howsoever received or obtained (including orally or in writing) by the</td><td>Indefinite</td></tr></table>	DIBP Confidential information	Period of Confidentiality	DIBP Confidential Information includes all information howsoever received or obtained (including orally or in writing) by the	Indefinite						
DIBP Confidential information	Period of Confidentiality											
DIBP Confidential Information includes all information howsoever received or obtained (including orally or in writing) by the	Indefinite											

		Contractor in the course of providing services to the DIBP pursuant to this Official Order, including any formal or informal exercise of DIBP duties, functions or powers.	
		<b>The Service Provider's Confidential information</b>	<b>Period of Confidentiality</b>
		Nil	Nil
16	<b>Additional Security requirements</b>	Security Clearance required at AGSVA level: Baseline Employment Suitability Clearance (ESC) The contractors specified personnel will be required to complete a Deed of Confidentiality and Conflict of interest declaration exclusively for this Garrison and Welfare Services procurement process.	
17	<b>Insurance Requirements</b>	The Service Provider must obtain and maintain the following insurances:  (i) public liability insurance for an amount not less than \$10 million per claim or series of occurrences giving rise to a claim; (ii) professional indemnity insurance for an amount not less than \$5 million, or occurrence giving rise to a claim; and (iii) workers' compensation in accordance with the relevant State or Territory legislation.	
18	<b>KPIs</b>	The Service Provider at a minimum must: 1. Deliver the Services as per Schedule 5 - Key Performance Indicators of the Deed of Standing Offer. 2. Perform to the standards set out by the Australian Accounting Standards Board (aasb) AND Accounting PROFESSIONAL & Ethical Standards (APES) 205 Conformity with accounting standards. 3. Have at least one member of the Institute of Chartered Accountants nominated as the key personnel for this process. 4. Perform services in accordance with legislation governing procurement including the Public Governance, Performance and Accountability Act 2013.	
19	<b>Other Requirements</b>	Not applicable	
20	<b>Agency Address for Invoices</b>	s22(1)(a)(ii)	
21	<b>Service Provider Representative and Address for Notices</b>	s22(1)(a)(ii) <b>KPMG</b> 20 Brindabella Circuit Brindabella Business Park Canberra Airport ACT 2609 Phone: s22(1)(a)(ii) Email: s22(1)(a)(ii)	



**Signed by duly authorised officers:**

<b>Department of Immigration and Border Protection (DIBP)</b> <b>ABN 33 380 054 835</b>	
Name (print)	s22(1)(a)(ii)
Position	Ala Director pos no 60006794
Signature	s22(1)(a)(ii)
Date	13/7/17
Witness Name	s22(1)(a)(ii)
Witness Signature	s22(1)(a)(ii)
Date	13/7/17
<b>Service Provider</b> <b>ABN</b>	
Name (print)	s22(1)(a)(ii)
Position	PARTNER
Signature	s22(1)(a)(ii)
Date	13/7/17
Witness Name	s22(1)(a)(ii)
Witness Signature	s22(1)(a)(ii)
Date	13/7/17

Reference: 1700861



**Australian Government**  
**Department of Immigration  
and Border Protection**

## Schedule 1 Variation Form

### Item 1 Work Order details

Work Order Number – CBS17-19		
1.	<b>Branch/Division/Section</b>	Offshore Procurement Governance Services Procurement Task Force, Detention Services Division Support Group, Australian Border Force
2.	<b>Contractor</b>	KPMG ABN 51 194 660 183
3.	<b>Date of Work Order</b>	13 July 2017

### Item 2 Variation Form

Variation Order Number – 1	
This Variation Form is issued in accordance with the Deed of Standing Offer for Services between the Commonwealth of Australia as represented by the <b>Department of Immigration and Border Protection (DIBP) ABN 33 380 054 835</b> and <b>KPMG ABN 51 194 660 183</b> and serves to vary the Contract formed under Work Order number CBS17-19 as specified in accordance with the terms set out below.	
<b>Implementation date</b>	The date this Variation is signed by both Parties.
<b>Changes to Item 11: Fees, Charges and Expenses</b>	<p><b>Delete:</b> Total value of this Contract, including interstate travel expenses, must not exceed \$<sup>s47</sup> (GST inclusive).</p> <p><b>And replace with:</b> Total value of this Contract, including interstate travel expenses, must not exceed \$<sup>s47</sup> (GST inclusive).</p>
<b>Other relevant matters</b>	In all other respects the terms and conditions of the Official Order remain unaltered.



EXECUTION OF THE VARIATION FORM:

**Signed** for and on behalf of the **Department of Immigration and Border Protection** ABN 33 380 054 835 by its duly authorised representative in the presence of

s22(1)(a)(ii)

Signature of witness

s22(1)(a)(ii)

Name of witness (print)

29 Nov 2017.

Date

s22(1)(a)(ii)

Signature of representative

← LEE-ANNE MONTROSSO

Name of representative (print)

ASSISTANT SECRETARY SERVICES  
Position of representative (print) MANAGEMENT

**Signed by KPMG ABN 51 194 660 183** by its duly authorised representative in the presence of

s22(1)(a)(ii)

Signature of witness

s22(1)(a)(ii)

Name of witness (print)

14/11/2017

Date

s22(1)(a)(ii)

s22(1)(a)(ii)

Name of representative (print)

PARTNER  
Position of representative (print)



**Australian Government**  
**Department of Home Affairs**

## Schedule 1 Variation Form

### Item 1 Work Order details

Work Order No: CBS17-19		
1.	Branch/Division/Section	Services Procurement Section Services Management Branch Detention Services Division
2.	Contractor	KPMG ABN 51 194 660 183
3.	Date of Work Order	13 July 2017

### Item 2 Variation Form

Variation Order Number – 2	
This Variation Form is issued in accordance with the Deed of Standing Offer for Services between the Commonwealth of Australia as represented by the <b>Department of Home Affairs ABN 33 380 054 835</b> and <b>KPMG ABN 51 194 660 183</b> and serves to vary the Contract formed under Work Order number CBS17-19 as specified in accordance with the terms set out below.	
<b>Implementation date</b>	The date this Variation is signed by both Parties.
<b>Changes to Item 11: Fees, Charges and Expenses</b>	<p><b>Delete:</b> Total value of this Contract, including interstate travel expenses, must not exceed \$<sup>s47</sup> (GST inclusive).</p> <p><b>And replace with:</b> Total value of this Contract, including interstate travel expenses, must not exceed \$<sup>s47</sup> (GST inclusive).</p>
<b>Other relevant matters</b>	In all other respects, the terms and conditions of the Work Order remain unaltered.

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**EXECUTION OF THE VARIATION FORM:**

**Signed** for and on behalf of the  
**Department of Home Affairs ABN**  
**33 380 054 835** by its duly authorised  
representative in the presence of

s22(1)(a)(ii)

Signature of witness

s22(1)(a)(ii)

Name of witness (print)

Date

18/4/18

s22(1)(a)(ii)

Signature of representative

s22(1)(a)(ii)

Name of representative (print)

Acting AS, Services Management Branch

Position of representative (print)

**Signed** for and on behalf of the  
**KPMG ABN 51 194 660 183** by its  
duly authorised representative in the  
presence of

s22(1)(a)(ii)

Signature of witness

s22(1)(a)(ii)

Name of witness (print)

Date

12/4/2018

s22(1)(a)(ii)

Signature of representative

s22(1)(a)(ii)

Name of representative (print)

PARTNER

Position of representative (print)





**Australian Government**  
**Department of Home Affairs**

## Schedule 1 Variation Form

### Item 1 Work Order details

Work Order No: CBS17-19		
1.	Branch/Division/Section	Services Procurement Section Services Management Branch Detention Services Division
2.	Contractor	KPMG ABN 51 194 660 183
3.	Date of Work Order	13 July 2017

### Item 2 Variation Form

Variation Order Number – 3	
This Variation Form is issued in accordance with the Deed of Standing Offer for Services between the Commonwealth of Australia as represented by the <b>Department of Home Affairs ABN 33 380 054 835</b> and <b>KPMG ABN 51 194 660 183</b> and serves to vary the Contract formed under Work Order number CBS17-19 as specified in accordance with the terms set out below.	
<b>Implementation date</b>	The date this Variation is signed by both Parties.
<b>Changes to Item 3: Work Specification for the Services</b>	<b>Delete:</b> Garrison and Welfare Services Procurement  <b>And replace with:</b> Garrison and Welfare Services and Health Services Procurements
<b>Changes to Item 5: Order Term</b>	<b>Delete:</b> The commencement date until 30 June 2018  <b>And replace with:</b> The commencement date until 31 December 2018
<b>Changes to Item 11: Fees, Charges and Expenses</b>	<b>Delete:</b> Total value of this Contract, including interstate travel expenses, must not exceed \$ <sup>s47</sup> (GST inclusive).  <b>And replace with:</b> Total value of this Contract, including interstate travel expenses, must not exceed \$ <sup>s47</sup> (GST inclusive).
<b>Other relevant matters</b>	In all other respects, the conditions of the Work Order remain unaltered.

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**EXECUTION OF THE VARIATION FORM:**

**Signed** for and on behalf of the  
**Department of Home Affairs ABN  
33 380 054 835** by its duly authorised  
representative in the presence of

s22(1)(a)(ii)

Signature of witness

Name of witness (print)

s22(1)(a)(ii)

Date

5 June 2018

**Signed** for and on behalf of the  
**KPMG ABN 51 194 660 183** by its  
duly authorised representative in the  
presence of

s22(1)(a)(ii)

Signature of witness

s22(1)(a)(ii)

Name of witness (print)

4 June 2018

Date

s22(1)(a)(ii)

Signature of representative

← CLAUDE ROENN FELD

Name of representative (print)

ASSISTANT SECRETARY, SMB

Position of representative (print)

s22(1)(a)(ii)

Signature of representative

s22(1)(a)(ii)

Name of representative (print)

Partner

Position of representative (print)

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# FOI request FA 19/02/01089

## Part 3

KPMG payments total \$32,372,293 from 1 January 2017 to 28 February 2019. Details of the related services can be found by searching AusTender <https://www.tenders.gov.au/?event=public.CN.search>