



Australian Government



REQUEST FOR TENDER (“RFT”)

NUMBER: RFTS09/0093

**FOR THE PROVISION OF NON COMPULSORY
CORPORATE WARDROBE FOR CENTRELINK**

CLOSING TIME:

2pm (1400 hours) Tuesday 26 May 2009

PLEASE NOTE:

- **Tenders must be lodged electronically via AusTender (see clause 15)**
- **Tenderers are required to provide their tender in the format described in Schedule 3 (Information To Be Included In Tenders) (see clause 10)**

Centrelink adheres strictly to Commonwealth policy on late tenders (see clause 14.1). Centrelink therefore recommends that Tenderers plan to lodge their Tender well before the Closing Time to minimise the possibility of any unforeseen circumstances arising that may cause the Tenderer to miss the Closing Time.

STRUCTURE OF THIS RFT

PART 1 - ABOUT THIS RFT	5
1 Summary Of The Requirement	5
2 The Closing Time	5
3 Tender Lodgement.....	5
4 The Contact Officer And Enquiries About This RFT	5
5 Details About The Intended Outcome Of This RFT Process	5
6 Tender Validity Period	6
7 Industry Briefings	6
8 Provision Of Other Materials By Centrelink (Data Room).....	6
9 Evaluation Of Tenders	6
10 Required Format For Tenders.....	6
11 Centrelink And Other Relevant Agencies.....	7
PART 2 - TENDER CONDITIONS	8
12 Definitions	8
13 Tender Closing Time.....	10
14 Late Tenders, Incomplete Tenders And Corrupted Files	10
15 Electronic Lodgement Via Austender	11
16 Issue By Centrelink Of Clarifications, Addenda And Notices	14
17 Corrections By A Tenderer After Lodgement	14
18 Clarification	14
19 Unintentional Errors Of Form	15
20 Tenderer To Inform Itself.....	15
21 The Australian National Audit Office	15
22 Confidentiality.....	16
23 Disclosure Of Information.....	17
24 General Statement On Environmental Policy And Procurement.....	17
25 Conflict Of Interest	18
26 Anti-Terrorism Measures.....	18

27	Unpaid Employee Entitlements	19
28	Ownership Of Tenders	19
29	Public Statements	19
30	Presentations, Interviews And Site Visits	19
31	Probity Of Tenders	19
32	Acceptance	20
33	Debriefing	20
34	Dealing With Complaints	20
35	Acknowledgement And Disclaimer	21
36	Centrelink's Rights	22
37	Coordinated Procurement	23
	SCHEDULE 1 - STATEMENT OF REQUIREMENTS	25
1	Background	25
2	Guiding Principles	26
	REQUIREMENTS	26
3	Quality	26
4	Range	26
5	Preferred Fabrics	26
6	Performance Requirements	27
7	Fitting service	27
8	Garments and Sizing	27
9	Special Requirements	29
10	Online Ordering	29
11	Delivery	29
12	Payment options	30
13	Returns	30
14	Marketing	30
15	Subsidy application and management	30
16	Debts	31

17	Environmental impact.....	31
18	Customer service/complaints management.....	31
19	Price strategy.....	31
20	Tax compliance.....	32
21	Reporting.....	32
22	Key Performance Indicators (KPIs).....	32
23	Transition Plans.....	32
24	Financial Viability.....	33
	SCHEDULE 2 (THE EVALUATION PROCESS AND CRITERIA).....	34
1	The Evaluation Process.....	34
2	Evaluation Criteria.....	36
	SCHEDULE 3 (INFORMATION TO BE INCLUDED IN TENDERS).....	43
1	Format Of Tenders.....	43
	ATTACHMENT A (TENDERER DECLARATION).....	44
	ATTACHMENT B (RESPONSE SCHEDULES).....	47
	ATTACHMENT C (PRICING SCHEDULE).....	61
	SCHEDULE 4 (DRAFT CONTRACT).....	68
	SCHEDULE 5 (TENDER CHECKLIST).....	69

PART 1 - ABOUT THIS RFT

1 SUMMARY OF THE REQUIREMENT

- 1.1 Centrelink is issuing this RFT to identify a source or sources of supply of the Requirement that provides best value for money.
- 1.2 In summary, Centrelink is seeking the provision of services to supply a non compulsory corporate wardrobe for Centrelink.
- 1.3 Further details of the Requirement are set out in Schedule 1 - .
- 1.4 Tenderers must offer to provide the entire Requirement described in this RFT and no Tenders for only part of the Requirement will be allowed.

2 THE CLOSING TIME

- 2.1 The Closing Time for this RFT is: **2pm on Tuesday 26 May 2009** (local time in Canberra, ACT).

3 TENDER LODGEMENT

- 3.1 Tenders in response to this RFT must be lodged using the Electronic Tender Box on the AusTender website, located at www.tenders.gov.au (see clause 15 in Part 2 of this RFT for more details).

4 THE CONTACT OFFICER AND ENQUIRIES ABOUT THIS RFT

- 4.1 The Contact Officer for this RFT is:

Name: Jackie Gleeson

Email address: Centrelink.wardrobe@centrelink.gov.au

- 4.2 All enquiries in relation to this RFT must be:

- (a) in writing;
- (b) directed to, and only to, the Contact Officer and
- (c) submitted no later than 5:00pm (Canberra local time) on Monday 18 May.

- 4.3 Centrelink may provide answers to any enquiries on a non-attributable basis to all other Registered Tenderers.

- 4.4 Tenderers should note that it may be necessary for the Contact Officer to refer Tenderers to the AusTender Help Desk for matters relating to technical or operational support requests associated with downloading the RFT documentation from the AusTender website.

5 DETAILS ABOUT THE INTENDED OUTCOME OF THIS RFT PROCESS

- 5.1 The term of the contractual arrangement with the successful Tenderer will be 3 years.
- 5.2 Centrelink intends:

- (a) to select one successful Tenderer as a result of this RFT process; and
- (b) that the Requirement will be provided by the successful Tenderer in accordance with the terms and conditions appearing in the Draft Contract (set out in Schedule 4 (Draft Contract)).

6 TENDER VALIDITY PERIOD

- 6.1 Tenders are to remain valid for acceptance by Centrelink for a period of three (3) months after the Closing Time.

7 INDUSTRY BRIEFINGS

- 7.1 There will be no industry briefing(s) for this RFT process.

8 PROVISION OF OTHER MATERIALS BY CENTRELINK (DATA ROOM)

- 8.1 Centrelink is not making available to Tenderers any materials or information other than that contained or referred to in this RFT.

9 EVALUATION OF TENDERS

- 9.1 A Tender Evaluation Committee will conduct the evaluation of Tenders.
- 9.2 The Tender Evaluation Committee will conduct the evaluation of Tenders in accordance with the evaluation process described in Schedule 2 (The Evaluation Process And Criteria).
- 9.3 Centrelink will evaluate Tenders on the basis of overall best value for money consistent with the CPGs and other Commonwealth purchasing policies using the Evaluation Criteria set out in Schedule 2 (The Evaluation Process And Criteria).

10 REQUIRED FORMAT FOR TENDERS

- 10.1 Tenders should include the information or other material required by Schedule 3 (Information To Be Included In Tenders), including:
- (a) the completed and executed Tenderer's Declaration in Attachment A (Tenderer Declaration); and
 - (b) the completed Tenderer's Response Schedule containing the requested information in Attachment B (Response Schedules); and
 - (c) the completed Pricing Schedule set out in Attachment C (Pricing Schedule).
- 10.2 If Schedule 3 (Information To Be Included In Tenders) requires Tenders to be in a particular format, Tenderers should comply with those requirements and any additional terms and conditions in Schedule 3 (Information To Be Included In Tenders) applying to that format.

11 CENTRELINK AND OTHER RELEVANT AGENCIES

General information about Centrelink

- 11.1 Centrelink is a statutory agency delivering Australian government services to people throughout Australia. Centrelink was created to provide exceptional service to the community by linking Australian Government services and achieving best practice in service delivery.
- 11.2 Centrelink reports to the Minister for Human Services. The departments and agencies within the portfolio of the Minister for Human Services at the time of issue of this RFT are:
- (a) Centrelink (<http://www.centrelink.gov.au/>);
 - (b) Department of Human Services (DHS) (<http://www.humanservices.gov.au/>), including:
 - (i) Child Support Agency (<http://www.csa.gov.au/>); and
 - (ii) CRS Australia (<http://www.crsaustralia.gov.au/>);
 - (c) Medicare Australia (<http://www.medicareaustralia.gov.au/>);
 - (d) Health Services Australia (<http://www.healthoz.com.au/>); and
 - (e) Australian Hearing (<http://www.hearing.com.au/>).
- 11.3 For further information about Centrelink or other Human Services Agencies, Tenderers should visit the relevant websites identified in clause 11.2.

Participation of other Human Services Agencies in this RFT process

- 11.4 Centrelink has been instructed to comply with the 'DHS Procurement Process Guidelines'. These Guidelines require the Human Services Agencies to combine their requirements wherever practicable at the commencement of any new procurement, with a view to maximising combined purchasing power.
- 11.5 As at the time of issuing this RFT, CRS Australia has indicated that it is likely to require provision of the Requirement. Further details of the requirements of both Centrelink and CRS Australia are set out in Schedule 1 - .
- 11.6 A successful Tenderer will be required to offer to provide the Requirement to Human Services Agencies in addition to Centrelink, including to CRS Australia, on the same terms and conditions as it provides them to Centrelink (including price). CRS Australia or any other Human Services Agency will be able to accept this offer by giving a notice to a successful Tenderer. This will create a separate agreement between the successful Tenderer and the Human Services Agency issuing the notice. Tenderers are referred to the Draft Contract for further details.
- 11.7 Centrelink will not undertake any evaluation of Tenders on behalf of CRS Australia or any other Human Services Agency.
- 11.8 CRS Australia intends that following Centrelink's evaluation, it will conduct its own evaluation process to determine whether the successful Tenderer(s) selected by Centrelink also offers best value for money for CRS Australia. If CRS Australia

decides that a particular Tenderer does offer best value for money for CRS Australia, CRS Australia intends to issue a notice in accordance with Centrelink's contract with that Tenderer to create a separate agreement between CRS Australia and that Tenderer.

- 11.9 Centrelink has undertaken reasonable steps to ascertain CRS Australia's intentions. However, Centrelink gives no warranty, representation or assurance that CRS Australia will in fact enter into a contractual arrangement with any Tenderer, or will procure any part of the Requirement from any Tenderer.

PART 2 - TENDER CONDITIONS

12 DEFINITIONS

- 12.1 In this RFT, unless the contrary intention appears:

Term	Definition
AusTender	means the Australian Government online tendering system, located at https://www.tenders.gov.au .
Contact Officer	means the person specified as the Contact Officer in clause 4 of this RFT.
Closing Time	means the closing date and time for the submission of Tenders, as specified in clause 2 of this RFT.
Conditions for Participation	means the mandatory conditions (if any) identified in Attachment B (Response Schedules) to Schedule 3 (Information To Be Included In Tenders) as Conditions for Participation, and which a Tenderer must comply with in order to participate in this RFT process.
CPGs	means the Commonwealth Procurement Guidelines from time to time issued under Regulation 7 of the <i>Financial Management and Accountability Regulations 1997 (Cth)</i> .
Commonwealth Agency	means: (a) a Commonwealth agency as defined in the <i>Financial Management and Accountability Act 1997 (Cth)</i> ; (b) a Commonwealth authority as defined in the <i>Commonwealth Authorities and Companies Act 1997 (Cth)</i> ; or (c) a Commonwealth company as defined in the <i>Commonwealth Authorities and Companies Act 1997 (Cth)</i> .
Data Room	means a collection of documents, material and information made available or provided to Tenderers by Centrelink (either physically or electronically) in connection with this RFT process.
Draft Contract	means the draft contract or deed of agreement set out or referred to in Schedule 4 (Draft Contract) to this RFT.
Electronic Tender Box	is the area in AusTender where Tenders are lodged electronically.
Evaluation Criteria	means the detailed criteria as set out in this RFT that will be used to evaluate the compliance and/or relative ranking of Tenders.
GST	has the same meaning as in the GST Act.
GST Act	means <i>A New Tax System (Goods and Services) Tax Act 1999 (Cth)</i> .
Human Services Agencies	means the departments and agencies within the portfolio of the Minister for Human Services (and at the time of this RFT these are listed at or described in clause 11.2 of this RFT).
Minimum Content and Format Requirements	means the mandatory content and format requirements (if any) identified in Attachment B (Response Schedules) to Schedule 3 (Information To Be Included In Tenders) as Minimum Content and Format Requirements.

Term	Definition
Registered Tenderers	means Tenderers who have completed the registration process for this RFT on AusTender.
Requirement	means the products and/or services required under this RFT, as listed or described in the Statement of Requirement.
RFT	means this document, including all schedules, annexures and attachments to it, and any addenda issued by Centrelink in respect of it.
Statement of Requirement	means the description of the Requirement set out in Schedule 1 - .
Tender	means a response submitted by a Tenderer to this RFT, including documents that are described as tenders, proposals, bids, offers, quotes, submissions, expressions of interest and applications for use on a multi-use list.
Tender Evaluation Committee or TEC	means the team (and its advisers) that will be responsible for managing and undertaking the evaluation of Tenders.
Tender Response Schedule	means the information in the format set out in Attachment B (Response Schedules) to Schedule 3 (Information To Be Included In Tenders).
Tenderer	means an entity who submits a Tender.

12.2 Additional definitions may appear throughout this RFT.

12.3 In this RFT, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause, paragraph, schedule or annexure to this RFT;
- (d) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority, agency or other entity;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (f) the meaning of general words is not limited by specific examples introduced by including, 'for example' or similar expressions and the word 'include' is not a word of limitation.

12.4 To the extent of any inconsistency between any of the information in this RFT, the information will be interpreted in the following order of priority (with the first listed having the highest priority and the last listed having the least priority):

- (a) Part 2 of this RFT;
- (b) Part 1 of this RFT;
- (c) the Schedules to this RFT; and
- (d) Attachments to the Schedules to this RFT.

13 TENDER CLOSING TIME

- 13.1 Tenders must be lodged before the Closing Time.
- 13.2 The time displayed on AusTender is deemed to be the correct time and will be the means by which Centrelink will determine that Tenders have been lodged by the Closing Time.
- 13.3 The judgement of Centrelink as to the time a Tender has been lodged will be final.
- 13.4 Centrelink may extend the Closing Time at its sole and absolute discretion, and will issue an addendum notifying any decision to extend in accordance with clause 16 below.

14 LATE TENDERS, INCOMPLETE TENDERS AND CORRUPTED FILES

- 14.1 Centrelink adheres strictly to the Commonwealth policy on tender lodgement relating to a common closing time for lodgement of tenders. Tenders which are not properly submitted before the Closing Time (Late Tenders) will not be accepted unless the Tender lodgement is late as a consequence of mishandling by Centrelink.
- 14.2 Lodgement of Tenders before the Closing Time is entirely the Tenderer's responsibility.
- 14.3 Tenderers should be aware that AusTender will not permit any attempt to commence lodging a Tender, or any discrete component of a Tender, after the Closing Time. Such a Tender will be deemed to be a Late Tender.
- 14.4 Tenderers should be aware that holding the "Lodge a Response" page in the web browser will not hold the Electronic Tender Box open beyond the Closing Time. Tenderers should allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Time.
- 14.5 Where electronic submission of a Tender has commenced prior to the Closing Time but concluded after the Closing Time, and upload of the Tender file/s has completed successfully, as confirmed by AusTender system logs, the Tender will not be deemed to be a Late Tender. Such Tenders will be identified by AusTender to Centrelink as having commenced transmission prior to, but completed lodgement after, Closing Time.
- 14.6 Where a Tender lodgement consists of multiple uploads, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the Closing Time and clause 14.4 will only apply to the final upload commenced before the Closing Time.
- 14.7 Late Tenders, Tenders that are incomplete due to a failure to upload all files by the Closing Time, Tenders with electronic files that cannot be read or decrypted, Tenders which Centrelink believes to potentially contain any virus, malicious code, worms, other disabling features or anything else that might compromise the integrity or security of AusTender and/or Centrelink's computing environment, may be excluded from evaluation.

15 ELECTRONIC LODGEMENT VIA AUSTENDER

Requirement to lodge via AusTender

- 15.1 Tenders must be lodged electronically via AusTender, at <https://www.tenders.gov.au/>, before the Closing Time and in accordance with the Tender lodgement procedures set out in this Part 2 of this RFT and on AusTender.
- 15.2 Tenders lodged by any other means, including by hand, facsimile or email, will not be considered.

AusTender

- 15.3 AusTender is the online tendering system for Australian Government departments and agencies at <https://www.tenders.gov.au>. AusTender allows Tenderers to download tender documentation and upload Tender responses. Tenderers are required to first register with AusTender and provide their contact details.
- 15.4 Access to and use of AusTender is subject to the terms and conditions set out on AusTender. Tenderers agree to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender.
- 15.5 Where there is any inconsistency between the tender lodgement procedures set out on AusTender and those set out in this RFT, this RFT will prevail to the extent of the inconsistency.
- 15.6 It is the responsibility of Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither Centrelink nor the Commonwealth take any responsibility for any problems arising from Tenderers' infrastructure and/or Internet connectivity.
- 15.7 Tenderers are required to inform themselves concerning all security measures and other aspects of the AusTender technical environment. Tenderers should make their own assessment of the AusTender system prior to using it for any matter related to this RFT and no responsibility will be accepted by Centrelink arising in respect of any use or attempted use by any party of AusTender.
- 15.8 All queries and requests for technical or operational support in respect of AusTender are to be directed to:
- AusTender Help Desk
- Telephone: 1300 651 698
- International: +61 2 6215 1558
- Email: Tenders@finance.gov.au
- 15.9 The AusTender Help Desk is available between 9am and 5pm, Monday to Friday (local time in Canberra, ACT) (excluding ACT and Australian national public holidays).

Virus Checking

- 15.10 In submitting their Tenders electronically, Tenderers warrant that they have taken reasonable steps to ensure that Tender response files are free of viruses, malicious code, worms or other disabling features that may affect AusTender and/or Centrelink computing environment.

Tender File Formats, Naming Conventions and Sizes

- 15.11 Tenderers are required to lodge their Tender in accordance with the requirements set out in this clause 15 for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the Tender not uploading successfully and/or may eliminate the Tender from consideration.
- 15.12 Centrelink will only accept Tenders lodged in Microsoft Word®, Microsoft Excel®, Adobe® Acrobat® PDF or other format specified in Schedule 3 (Information To Be Included In Tenders) or as agreed in writing by the Contact Officer.
- 15.13 The Tender file name/s must:
- (a) incorporate the Tenderer's company name;
 - (b) reflect the various parts of the Tender they represent, where the Tender comprises multiple files;
 - (c) not contain any of the following characters: \ / : * ? " < > | ; and
 - (d) not exceed 100 characters.
- 15.14 Tender files:
- (a) must not exceed a combined file size of 5 megabytes per upload;
 - (b) should be uploaded from a high level directory on a Tenderer's desktop, so as not to impede the upload process; and
 - (c) should be zipped (compressed) together for transmission to AusTender (Tenderers must contact the Contact Officer in accordance with clause 4 if they wish to use compression software other than 'WinZIP' or 'WinRAR' compression software, and must only do so if approved by the Contact Officer in writing).
- 15.15 AusTender will accept up to a maximum of five files in any one upload of a Tender. Each upload should not exceed the combined file size limit of 5 megabytes. If an upload would otherwise exceed 5 megabytes, the Tenderer should either:
- (a) transmit the Tender files as a compressed (zip) file not exceeding 5 megabytes; or
 - (b) lodge the Tender in multiple uploads ensuring that each upload does not exceed 5 megabytes and clearly identify each upload as part of the Tender.
- 15.16 If a Tender consists of multiple uploads, due to the number of files or file size, Tenderers should ensure that transmission of all files is completed before the Closing Time.

15.17 Tenders are required to be completely self-contained. No hyperlinked or other material may be incorporated by reference.

Scanned or imaged material, including statutory declarations

15.18 Scanned images of signed and/or initialled pages within the Tender, including statutory declarations and deeds of confidentiality where they are required, are permitted so long as the total file size does not exceed the 5 megabyte limit. The use of scanned or imaged material, where it expands the Tender file size beyond the 5 megabyte limit per upload, is prohibited.

Lodgement process

15.19 Before submitting their Tender, Tenderers are required to:

- (a) ensure their technology platform meets the minimum requirements identified on AusTender;
- (b) refer to AusTender's help guidance, if required, on uploading Tenders;
- (c) take all steps to ensure that the Tender is free from anything that might reasonably affect useability or the security or operations of AusTender and/or Centrelink's computing environment;
- (d) ensure that the Tender does not contain links in spreadsheets or documents to other spreadsheets or documents not included in the Tender, macros, script or executable code of any kind unless that specific material has previously been approved in writing by Centrelink; and
- (e) ensure that the Tender complies with all file type, format, naming conventions, size limitations or other requirements specified in this clause 15 or otherwise advised by Centrelink or required by AusTender.

15.20 Tenders lodged through AusTender will be deemed to be authorised by the Tenderer.

Proof of lodgement

15.21 When a Tender lodgement has successfully completed, an official receipt is provided on screen. The on-screen receipt will record the time and date the Tender was received by AusTender and will be conclusive evidence of successful lodgement of a Tender. Tenderers should save and print this receipt as proof of lodgement. A separate email confirming receipt of the Tender will also be automatically dispatched to the email address of the registered user whose details were recorded at login.

15.22 Failure to receive a receipt means that lodgement has not completed successfully. Where AusTender has issued no receipt, the attempted lodgement will be deemed to have been unsuccessful.

AusTender security

15.23 Tenderers acknowledge that although the Commonwealth of Australia has implemented the security measures described on AusTender, the Commonwealth of Australia does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.

- 15.24 Tenderers acknowledge that Centrelink will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this RFT, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

16 ISSUE BY CENTRELINK OF CLARIFICATIONS, ADDENDA AND NOTICES

- 16.1 Centrelink may vary, supplement or clarify this RFT prior to the Closing Time, by issuing notices and other information (eg. in the form of 'Frequently Asked Questions') as addenda posted on the page for this RFT on AusTender.
- 16.2 AusTender will notify Tenderers who have registered and downloaded this RFT documentation via email of the issue of any addenda. It is in the interest of Tenderers to ensure they have correctly recorded their contact details prior to downloading RFT documentation. If Tenderers have not recorded their details correctly, they should amend their details and download this RFT documentation again. If a Tenderer has obtained RFT documentation other than from AusTender, they should visit AusTender, register as a user and download this RFT documentation.
- 16.3 Tenderers are required to log in to AusTender and collect addenda as notified.
- 16.4 The Commonwealth will accept no responsibility if a Tenderer fails to become aware of any addendum notice which would have been apparent from a visit to the AusTender page for this RFT.
- 16.5 Each addendum forms part of this RFT upon issue.
- 16.6 If a Tenderer finds or reasonably believes it has found any discrepancy, error, ambiguity, inconsistency, omission or misleading statement (error) in this RFT, or in any other information given or made available by Centrelink, the Tenderer must promptly notify the Contact Officer in writing setting out the error in sufficient detail. Any consequential amendment of this RFT or information provided by Centrelink will be made available to all Tenderers in accordance with this clause 16.

17 CORRECTIONS BY A TENDERER AFTER LODGEMENT

- 17.1 If, after submission of a Tender but before the Closing Time, a Tenderer becomes aware of any discrepancy, error or omission in the Tender and wishes to lodge a correction or additional information, it must resubmit its whole Tender in accordance with this RFT, clearly stating that the Tender is a replacement Tender. Where more than one Tender has been submitted, Centrelink will evaluate the last submitted Tender.
- 17.2 No correcting or additional information will be accepted after the Closing Time, unless specifically requested by Centrelink in accordance with clause 18.

18 CLARIFICATION

- 18.1 If Centrelink requires clarification of information contained in a Tender, it will request clarification from the Tenderer in writing. Centrelink will not accept information provided in response to a request for clarification if that information alters the original Tender in any material respect. If the Tenderer fails to supply clarification to

the satisfaction of Centrelink, Centrelink may exclude the Tender from further consideration.

18.2 Tenderers should:

- (a) respond to any request for clarification within the time period and in the format specified by Centrelink;
- (b) ensure that clarifying information provided answers Centrelink's enquiry and is fully consistent with the Tender submitted by the Tenderer; and
- (c) not seek to materially alter any aspect of their Tender by providing additional information to Centrelink.

18.3 Centrelink may require the Tenderer to submit similar information to that required by this RFT in respect of any proposed sub-contractors if that information was not already required to be included in the Tender by Schedule 3 (Information To Be Included In Tenders)).

19 UNINTENTIONAL ERRORS OF FORM

19.1 If Centrelink considers that there are unintentional errors of form in a Tender, Centrelink may ask the Tenderer to correct or clarify the error.

19.2 An unintentional error of form is an error that Centrelink is satisfied:

- (a) represents incomplete information not consistent with the Tenderer's intentions and, if relevant, capabilities at the time the Tender was lodged; and
- (b) does not materially affect the competitiveness of the Tenderer's bid.

20 TENDERER TO INFORM ITSELF

20.1 The Tenderer acknowledges that it is deemed to have:

- (a) examined this RFT, any documents referred to in it, and any other information made available in writing by Centrelink to Tenderers for the purpose of Tendering;
- (b) examined all further information which is obtainable by the making of reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;
- (c) satisfied itself as to the correctness and sufficiency of its Tender, including its tendered prices;
- (d) obtained independent advice on the effect of all relevant legislation in relation to the Tenderer's participation in this RFT; and
- (e) examined the AusTender Terms of Use which are obtainable on AusTender.

21 THE AUSTRALIAN NATIONAL AUDIT OFFICE

21.1 The attention of Tenderers is drawn to the *Auditor-General Act 1997 (Cth)*, which provides the Auditor-General, or an authorised person, with rights of access, at all reasonable times, to information, documents and records.

- 21.2 The Tenderer should obtain, and will be deemed to have obtained, its own advice on the impact of the *Auditor-General Act 1997* on its participation in this RFT.
- 21.3 In addition, any contractual arrangement with a successful Tenderer will contain a requirement that the Tenderer provide the Auditor-General, or an authorised person, access to information, documents, records and Centrelink assets, including those on the Tenderer's premises. This will be required at reasonable times on giving reasonable notice for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or subcontractors, and which are related to the contract or deed of agreement. Such access will apply for the term of the contract or deed of agreement and for a period of 7 years from the date of expiration or termination. Tenderers are referred to the Draft Contract for further information.

22 CONFIDENTIALITY

- 22.1 Centrelink is subject to a number of specific requirements, which support internal and external scrutiny of its tendering and contracting processes. These include the requirement to publish details of agency agreements and Commonwealth contracts, with an estimated liability of \$10,000 (GST inclusive) or more, and standing offers on AusTender.
- 22.2 Tenderers should also note that the Commonwealth Parliament and its committees have the power to require the disclosure of Commonwealth contracts and contract information to enable them to carry out their functions.
- 22.3 Subject to clauses 22.4 and 22.6, Centrelink will treat as confidential any information provided by a Tenderer before the conclusion of this RFT process. After the conclusion of this RFT process, Centrelink will;
- (a) in respect of an unsuccessful Tenderer - keep such information confidential, subject to clauses 22.4 and 22.6; and
 - (b) in respect of the successful Tenderer(s) - not keep such information confidential if it was provided by a Tenderer unless:
 - (i) the Tenderer has in its Tender requested that specific information should be kept confidential;
 - (ii) the specific information is by its nature confidential and otherwise satisfies the requirement for confidentiality set out in the Department of Finance and Deregulation publication "Guidance on Confidentiality In Procurement - Financial Management Guidance No.3", which is available at: <http://www.finance.gov.au/publications/fmg-series/03-guidance-on-confidentiality-in-procurement.html>; and
 - (iii) Centrelink in its sole discretion agrees to that request.
- 22.4 Centrelink's obligations of confidentiality in clause 22.3 do not apply if the confidential information:
- (a) is disclosed by Centrelink to its advisers, officers, employees or subcontractors solely in order to conduct this RFT process or manage any resulting contractual arrangement;

- (b) is disclosed to Centrelink's internal management personnel, solely to enable effective management or auditing of this RFT process or any resulting contractual arrangement;
- (c) is disclosed by Centrelink to the responsible Minister or in response to a request by a House or Committee of the Parliament of the Commonwealth of Australia;
- (d) is authorised or required by law to be disclosed;
- (e) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality; or
- (f) is disclosed with the consent of the Tenderer.

22.5 Further information relating to disclosure of Commonwealth contracts and contract information and the treatment of confidential information is available at:
<http://www.finance.gov.au/publications/fmg-series/03-guidance-on-confidentiality-in-procurement.html>.

22.6 If this RFT requires Tenderers to offer to provide the Requirement to any other Commonwealth Agency, Centrelink may provide any information supplied by a Tenderer in its Tender or as part of this RFT process to that Commonwealth Agency to assist that agency determine if it wishes to take advantage of the Tenderer's offer to provide Requirement to that agency. The provisions of this clause 22 will apply in respect of the relevant Commonwealth Agency as if references to Centrelink were references to that agency.

23 DISCLOSURE OF INFORMATION

23.1 The *Freedom of Information Act 1982 (Cth)* (FOI Act) gives members of the public rights of access to documents in the possession of the Australian Government and its agencies. The FOI Act extends as far as possible the right of the Australian community to access information (generally documents) in the possession of the Australian Government, limited only by exceptions and exemptions necessary for the protection of essential public interests and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

23.2 Each Tenderer should obtain, and will be deemed to have obtained, its own advice on the impact of the FOI Act and all other relevant legislation on its participation in this RFT process. All sensitive and business information or other confidential data, which a Tenderer provides in its Tender and considers should be exempt from disclosure under the FOI Act, should be clearly indicated in the Tenderer's Tender.

24 GENERAL STATEMENT ON ENVIRONMENTAL POLICY AND PROCUREMENT

24.1 Centrelink supports the Australian Government's aim to improve the implementation of ecologically sustainable development. Centrelink is committed to fostering the sustainable use of the Earth's resources and has implemented and maintains an environmental management system to ISO14001, with the following key business focus areas:

- (a) compliance with all relevant environmental legislation, regulations, and other initiatives to which Centrelink subscribes;

- (b) integrating environmental management into business decision making at all levels;
- (c) reducing cost through better resource usage and waste management;
- (d) setting objectives and targets for continuous improvement;
- (e) monitoring, reporting and reviewing achievements;
- (f) exploring best practice and innovative environmental management approaches to the use of technology, property and related resources; and
- (g) building an environmentally aware business culture.

24.2 Centrelink's procurement activities are a key means of implementing its environmental policy, and environmental issues have been considered during the development of this RFT. Tenderers should examine the information in this RFT, particularly in the Statement of Requirement and the Evaluation Criteria, to determine Centrelink's priorities and requirements in respect of environmental issues in connection with the provision of the Requirement.

25 CONFLICT OF INTEREST

- 25.1 Tenderers must notify Centrelink if the Tenderer becomes aware of an actual or potential conflict of interest at any time before the completion of this RFT process which is not fully disclosed in its Tender. If required by Centrelink, the Tenderer must also specify the steps it intends to take to manage any conflict of interest.
- 25.2 If the Tenderer has or may have an actual or potential conflict of interest, Centrelink may, at its discretion:
- (a) exclude the Tender from further consideration; or
 - (b) impose conditions on the Tenderer for the management of the actual or potential conflict of interest.
- 25.3 If the Tenderer is unable or unwilling to comply with the conditions imposed under clause 25.2(b) or otherwise resolve the actual or potential conflict of interest in a manner satisfactory to Centrelink, Centrelink may then exclude the Tender from further consideration.

26 ANTI-TERRORISM MEASURES

- 26.1 The Tenderer and any nominated subcontractors proposed in the Tender must not at the Closing Time be listed as terrorists under section 15 of the Charter of the *United Nations Act 1945*. A consolidated list of such persons, entities and associated assets is maintained by the Department of Foreign Affairs and Trade under the *Charter of the United Nations (Dealing with Assets) Regulations 2008*.
- 26.2 Centrelink will not enter into any contractual arrangement with a person or organisation on the list, and Tenderers are required to declare that they are not listed (see Attachment A (Tenderer Declaration) to Schedule 3 (Information To Be Included In Tenders)).

27 UNPAID EMPLOYEE ENTITLEMENTS

- 27.1 The Tenderer must not have a judicial decision against it relating to employee entitlements (not including decisions which are under appeal), in respect of which the Tenderer has not paid the claim. Tenderers are required to declare that they have no such unsettled judgements (see Attachment A (Tenderer Declaration) to Schedule 3 (Information To Be Included In Tenders)).

28 OWNERSHIP OF TENDERS

- 28.1 All intellectual property rights in this RFT are vested in the Commonwealth of Australia.
- 28.2 The Tenderer agrees that the Tender submitted to Centrelink becomes the property of Centrelink and that Centrelink may use, copy and disclose the Tender for the purposes of evaluating the Tender and, if necessary, preparing contractual documentation. However, intellectual property in the information contained in a Tender will not pass to Centrelink simply by virtue of submission of that Tender.

29 PUBLIC STATEMENTS

- 29.1 The Tenderer must not make any public statements in relation to this RFT, or any subsequent contractual arrangement arising from this RFT, without the prior written consent of Centrelink. However, nothing in this clause is to be read as limiting the Tenderer's right to enter into public debate or criticism of the Australian Government or its agencies, employees, servants or agents.

30 PRESENTATIONS, INTERVIEWS AND SITE VISITS

- 30.1 Centrelink may, at its sole discretion, require the Tenderer to give a presentation regarding its Tender, attend an interview and/or host a site visit to the Tenderer's premises (or other premises where the Requirement will be provided). Such requirements will be at Centrelink's sole discretion.
- 30.2 All costs incurred by the Tenderer in complying with this clause 30 must be borne by the Tenderer.

31 PROBITY OF TENDERS

- 31.1 The Tenderer must not:
- (a) lodge a Tender that contains false or misleading claims or statements;
 - (b) lodge a Tender that:
 - (i) has been compiled with the improper assistance of employees or ex-employees of the Commonwealth, or contractors or ex-contractors of the Commonwealth; or
 - (ii) uses information unlawfully obtained from the Commonwealth;
 - (c) engage in collusive tendering, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgement of Tenders; or

- (d) attempt to improperly influence any officer, employee or agent of Centrelink, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the preparation of its Tender.

32 ACCEPTANCE

- 32.1 Lodging a Tender will constitute an offer in accordance with this RFT by the Tenderer.
- 32.2 Centrelink may accept the whole or any part of the Tenderer's offer. Neither the lowest priced Tender, nor any Tender, will necessarily be accepted by Centrelink.
- 32.3 Despite the evaluation of Tenders resulting in the selection of a preferred Tenderer, the acceptance or purported acceptance of any Tender by Centrelink is subject to the execution of a contractual document, in a form acceptable to Centrelink, between the preferred Tenderer and Centrelink.
- 32.4 The issue of this RFT (and/or the submission of any Tender) does not create any legal relationship or obligation (or quasi-legal relationship or obligation) in respect of:
 - (a) the process to be followed (including in relation to evaluation and assessment of any Tender); or
 - (b) entering into a contractual arrangement with the Tenderer.

33 DEBRIEFING

- 33.1 If a Tender is unsuccessful, the Tenderer will be notified and offered an opportunity for a debriefing. If the Tenderer would like a debriefing, it should contact the Centrelink Contact Officer to arrange a suitable time.

34 DEALING WITH COMPLAINTS

- 34.1 If a Tenderer has a complaint about this RFT process, it must in the first instance lodge the complaint in writing by sending a letter, facsimile or email to the Contact Officer for this RFT. The Tenderer's letter, facsimile or email should include all details of the complaint, including all of the circumstances in which the complaint arose. The Tenderer may also indicate the course of action which the Tenderer considers that Centrelink should adopt as a result of the circumstances in which the complaint arose. [Note to LSB/CAP: some agencies stop here – they do not specify any further complaints process.]
- 34.2 The Tenderer agrees that any complaint about the RFT process will be dealt with in the manner set out below.
 - (a) Review by Contact Officer
 - (i) The Contact Officer will consider the complaint with a view to determining whether there is a simple solution to appropriately resolve the complaint.
 - (ii) If the Contact Officer considers that there is a simple solution that is likely to resolve the complaint, the Contact Officer will notify the Tenderer accordingly. Unless the Tenderer indicates it is not satisfied