

**SENATE EMPLOYMENT, WORKPLACE RELATIONS AND EDUCATION
LEGISLATION COMMITTEE**

**2006-2007 BUDGET SENATE ESTIMATES HEARING
29TH AND 30TH MAY 2006
EMPLOYMENT AND WORKPLACE RELATIONS PORTFOLIO**

QUESTIONS ON NOTICE

Outcome 2: Higher productivity, higher pay workplace

Output Group 2.2: Workplace relations implementation

Output 2.2.3: Workplace relations services

Question Number: W089-07

Question:

Senator Campbell asked at *Hansard* page 79:

Can the department provide a copy of the tender documents for the delivery of the employer advisory program?

Answer:

A copy of the request for tender for the delivery of the Employer Advisor Programme is attached.



Australian Government

**Department of Employment and
Workplace Relations**

**Request for Tender
for the provision of**

WorkChoices Employer Advisor Programme

RFT 2006/02

**CLOSING DATE: 10.00 a.m. Australian Eastern Standard time
Tuesday 21 February 2006**

This document is available until the closing date.

Further assistance regarding this Request for Tender may be obtained from:

Robert Eccles

Department of Employment and Workplace Relations

e-mail: wceap@dewr.gov.au

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1. STATEMENT OF REQUIREMENT

1.1 Overview

The Department of Employment and Workplace Relations (the Department) invites tenders for the establishment of a national network of industry-based advisors to deliver advice on the application of the WorkChoices reform.

1.2 Department's Requirement

Background

On 26 May 2005, the Prime Minister announced workplace reforms aimed at modernising Australia's workplace relations system. The reform measures will impact on most, if not all working age Australians and their families. It is, therefore, essential to provide for a widespread community understanding of the new measures to ensure employees and employers are well informed of how the new workplace relations system may relate to their circumstances.

The *Workplace Relations Amendment (WorkChoices) Act 2005* (the Act) was given Royal Assent by the Governor General on 14 December 2005. The Act aims to create a more flexible, simpler and fairer system of workplace relations for Australia.

The major reforms to be implemented by the Act will:

- simplify the complexity inherent in the existence of six workplace relation jurisdictions in Australia by creating a national workplace relations system based on the corporations power that will apply to a majority of Australia's employers and employees;
- establish an independent body called the Australian Fair Pay Commission, to set and adjust minimum and award classification wages, minimum wages for juniors, trainees/apprentices and employees with disabilities, minimum wages for piece workers and casual loadings;
- enhance compliance with the Act;
- enshrine in law minimum conditions of employment (annual leave, personal/carer's leave [including sick leave], parental leave [including maternity leave] and maximum ordinary hours of work), which, along with the wages set by the Fair Pay Commission, will be called the Australian Fair Pay and Conditions Standard (the Standard) and will apply to all employees in the national system;
- place a greater emphasis on direct bargaining between employers and employees by replacing the certification and approval process for making agreements with a simpler streamlined lodgement only process;
- improve regulation of industrial action while protecting the right to take lawful industrial action by requiring the Australian Industrial Relations Commission (AIRC) to determine an application for an order to stop or prevent unprotected industrial action within 48 hours, requiring secret ballots before protected industrial action, expanding the grounds on which the AIRC can suspend or terminate a bargaining period, and creating a new power for the Minister for Employment and Workplace Relations to suspend or terminate a bargaining period in particular circumstances;
- retain a system of awards that will be simplified to ensure that they provide minimum safety net entitlements;

- provide for the transfer of industrial instruments to a successor, assignee or transmittee employer, for a maximum period of 12 months (with the exception of Australian Pay and Classification Scales) and to oblige new employers to give notification to transferring employees. Additionally, to provide for the transfer of certain entitlements accrued under the Standard to a successor, assignee or transmittee employer;
- protect certain award conditions (public holidays, rest breaks [including meal breaks], incentive-based payments and bonuses, annual leave loadings, allowances, penalty rates, and shift/overtime loadings) in the agreement making process so that these conditions can only be modified or removed by specific provisions in an agreement;
- preserve specific award conditions (long service leave, superannuation, jury service and notice of termination) for all current and new award reliant employees, and permit other award conditions (annual leave, personal/carer's leave, parental leave) to apply to current and new award reliant employees if they are more generous than the conditions provided in the Standard;
- encourage employers and employees to resolve their disputes without the interference of third parties by introducing a model dispute settlement procedure that includes a range of dispute settling options for all award and Standard reliant employers and employees, and employers and employees covered by agreements that do not contain dispute settling procedures;
- improve protections for employers and employees by extending the compliance regime in the *Workplace Relations Act 1996* to cover the Standard, agreement making, and State award and agreement reliant employers and employees that are brought into the national system; and
- put in place comprehensive transitional arrangements for employers and employees entering the federal system and employers and employees currently in the federal award system who will not be covered by the new federal system.

This is a multi-faceted change package which will require extensive education efforts with all working age Australians and all business owners.

Objective

The focus of the WorkChoices Employer Advisor Programme (the Programme) will be on developing a national network of industry-based advisors capable of delivering advice, training and information to employers on the application of the WorkChoices reform. Its aim is to ensure that there are advisors around Australia, including rural and regional areas, able to educate and assist employers to implement the reforms on an industry basis.

Deliverables

The successful tenderers should propose an innovative, responsive and resource effective model to achieve the objective of the Programme within the time-frame below. In preparing their tenders, tenderers should explore a range of methods for accessing and communicating with employers, including employers from Non-English Speaking Backgrounds.

Without limiting the options, the tenderer's response should include a strategy for the development and delivery of the Programme (for example by way of seminars and/or workshops) delivered between March 2006 and June 2006, in accordance with the Service Requirements in Items A, B and C of Schedule 1 of the Draft Contract.

Where possible, the tenderer's response should include a strategy for the establishment and maintenance of on-line tools to deliver, or support the delivery of the Programme.

The Department will reserve the right to closely monitor any or all of the development and/or provision of contracted services.

Location/accessibility

The Department intends that the Programme be available to business operators (small, medium and large) across all industry sectors, including those in rural and regional Australia. Tenderers should specify the industry or industries they intend to target as well as specific locations of any seminars and/or workshops. Tenderers must not limit access to members of any employer, industry or business association.

Time-frame

The contract with the successful tenderer commences in execution of the contract and subject to any extensions, will conclude upon the provision of final reports by the successful tenderer to the Department. The development and training component of the Programme will run from the execution of the contract until 30 June 2006.

Option to Renew

Dependent on Programme evaluation and future funding, the Department reserves the option to negotiate the extension of contracts with successful tenderers.

Insurance

The successful tenderer will need to maintain:

- workers' compensation insurance for an amount required by the relevant State or Territory legislation; and
- commercial general liability insurance covering liability arising from premises, operations, independent contractors, personal injury, products completed operations, and liability assumed under an insured contract on an occurrence basis, with a limit of not less than \$10 million each occurrence and in the aggregate; and
- professional indemnity insurance for an amount of not less than \$5 million.

1.2.1 Consortia

A tender submitted by a consortium may be rejected by the Department if the tenderer:

- does not propose to contract with the Department as one separate legal entity;
- has not completed paragraph 6.2 in respect of each member of the consortium; or
- has not specified one single point of contact for its consortium.

The Department will not consider:

- a joint tender submitted on the basis that two or more organisations will be jointly and severally liable; or
- a tender from a legal entity that does not exist at the time of submission of the tender.

1.2.2 Unintentional Errors of Form

If the Department considers that there are unintentional errors of form in a tender, the Department may request the tenderer to correct or clarify the error, but will not permit any material alteration or addition to the tender.

1.2.3 Minimum Content and Format Requirements

Subject to paragraph 1.2.2, the Department will exclude a tender from further consideration if the Department considers that the tender does not comply with the requirements of paragraph 3.5.4 (language and prices).

1.2.4 Conditions for Participation

The Department will exclude a tender from further consideration if the Department considers that the tenderer does not comply with the following requirements:

- no limitation of access to members of any employer, industry or business association (paragraph 1.2); and
- location and deadline for lodgement (paragraph 3.3.1) (subject to late tender policy (paragraph 3.4);
- no submission by facsimile or email (paragraph 3.3.2).

1.2.5 Exclusion of Tenderers

Tenders which are incomplete or clearly non competitive may be excluded from consideration at any time during the evaluation process at the Department's discretion, but the Department may still consider such tenders and seek clarification under paragraph 1.2.2).

Subject to paragraphs 1.2.3 and 1.2.4, the Department may at any time accept or exclude from the evaluation process any tender or tenderer which is non compliant with any provision of this Request for Tender (RFT).

2. EVALUATION METHODOLOGY

2.1 Evaluation Methodology

The objective of the evaluation is to identify the solution which meets the Department's requirements and represents the best value for money. The Department's decision on the parameters and methodology for the evaluation process will be final.

Tenders which have not been excluded from consideration by the Department will be evaluated by the Department to identify the option that represents best value for money in accordance with the process and evaluation criteria described in paragraph 2.2.1 below. Value for money is a comprehensive assessment that takes into account both cost represented by the assessment of price and value represented by technical assessment in the context of the risk profile presented by each tender.

Tenders will be assessed on the basis of value for money consistent with the Department's purchasing policies. Best value for money is the core principle governing the Department's procurement and is enhanced by three supporting principles:

- encouraging competition;
- efficient, effective and ethical use of resources; and
- accountability and transparency.

2.2 Tender Evaluation

Tenders will be evaluated to determine that the requirements set out in this RFT are satisfied. Those tenders that do not meet all the Department's requirements will be excluded from further consideration.

The Department may invite tenderers to give short presentations to the Evaluation Team to clarify and expand on Tendered details.

2.2.1 Evaluation Criteria

In evaluating tenders the Department will determine which tenders represent best value for money having regard to the following matters:

Criterion	Elements of the tenderers bids that will be taken into consideration
<p>A. Capacity and capability to deliver a workplace relations education/information Programme to employers.</p>	<ul style="list-style-type: none"> • Demonstrated capacity to meet the Statement of Requirements, including: <ul style="list-style-type: none"> • Demonstrated experience in successfully developing and managing programmes aimed to advise and assist employers on specific government policies and/or programmes. • Demonstrated experience and capacity to offer advice to employers/employees on workplace relations matters. • Detailed understanding and knowledge of Australia's current workplace relations system as it applies to specific industries. • Detailed understanding and knowledge of the reforms to be implemented by the <i>Workplace Relations Amendment (WorkChoices) Act 2005</i> and its effect on specific industries. • Past performance in providing similar programmes.
<p>B. Tenderer's implementation plan and allocation of resources.</p>	<ul style="list-style-type: none"> • Number and geographical coverage of employers to be serviced during the Programme. • Approach to managing small business and community sector employers or employers from Non-English Speaking Backgrounds. • Numbers, location, availability, skills and competencies of any Specified Personnel nominated for delivering the Programme. • Strategy for marketing the Programme. • Proposed time-frame including start date for provision of the Programme to employers, noting that the emphasis should be on the programme provision elements rather than the development phase. • Demonstrated ability to meet delivery/response times.
<p>C. Reporting and evaluation</p>	<ul style="list-style-type: none"> • Proposed strategy for assessing and reporting on each of the above elements in 'B' above, against the report time-frame in Item C of Schedule 1 of the Draft Contract <p>Note: Contract payments will be subject to the approval of each of these reports by the Delegate.</p>
<p>D. Personnel</p>	<ul style="list-style-type: none"> • Experience and qualifications of specified personnel (including subcontractors).
<p>E. Tendered Fees</p>	<ul style="list-style-type: none"> • Whole of contract costs including any additional costs such as travel and accommodation.

Criterion	Elements of the tenderers bids that will be taken into consideration
F. Compliance	<ul style="list-style-type: none"> • Degree of compliance with this RFT. • Degree of compliance with this Draft Contract.
G. Risk	<ul style="list-style-type: none"> • Risks inherent in the offer. • Tenderer's strengths and weaknesses.

2.2.2 Financial and Business Reports

The Department may obtain, and/or may require tenderers to provide, independent financial and business reports on tenderers to determine tenderers' business viability and capacity to perform/provide the Services. The Department may reject from further consideration a tender submitted by any tenderer which does not provide the Department with all assistance required by the Department in this regard.

The objective of this process is to determine, on the basis of information provided by the tenderer, whether the tenderer is financially viable or whether there are any circumstances which may adversely affect the tenderer's ability to meet its contractual obligations throughout the life of the contract or deed of standing offer.

The Department may reject from further consideration a tender submitted by any tenderer which the Department considers does not demonstrate sufficient financial viability to provide the Services to the Department at a sufficiently low level of risk.

2.3 Evaluation Process

2.3.1 Receipt and Registration

The Department will register tenders following the Tender Closing Time. Tenders lodged otherwise than in accordance with this RFT will be registered separately.

2.3.2 Screening

Tenders will be screened to identify those which:

- have failed to comply with minimum content and form requirements (subject to paragraph 1.2.2);
- have failed to comply with conditions for participation; and/or
- which are otherwise non compliant with this RFT.

The Department may, at any stage during the evaluation process, reach the view that tenders or tenderers fall within the categories listed above.

2.3.3 Technical Evaluation

The Department will conduct a technical evaluation of tenders through the application of evaluation criteria A to D set out in paragraph 2.2.1 of this RFT.

Clarification of tenders may be sought from tenderers and investigations may be undertaken of tenderers. Additional or new information will not be sought unless it is by way of clarification of elements of the information already submitted with the tender.

The Department may also conduct reference checks.

The Department may shortlist tenderers following the technical evaluation prior to assessing life of contract costs.

2.3.4 Life of Contract Costs

The Department will make an assessment of costs over the life of the contract based on evaluation criterion E in paragraph 2.2.1 above.

The Department may shortlist tenderers following the assessment of life of contract costs prior to determining value for money and risk.

2.3.5 Value for Money and Risk

Value for money is a comprehensive assessment that takes into account both cost represented by the assessment of costs over the life of the contract or deed of standing offer and value represented by the technical assessment and an assessment of risk in the context of the risk profile presented by the tender.

The Department will determine best value for money by a consideration of the technical worth assessment, the costs over the life of the contract or deed of standing offer and the Department's assessment of:

- evaluation criteria F and G at paragraph 2.2.1 of this RFT; and
- any other risks identified in the evaluation process.

2.4 Department's Rights

Neither the lowest priced tender, nor any tender, will necessarily be accepted by the Department. Acceptance of any tender will be subject to the execution of a formal agreement.

The Department may at any stage of the RFT process, including during the evaluation process:

- vary the RFT, including the timing and processes referred to in this RFT for tenderers
- seek amended or call for new tenders
- forward any clarification of the meaning of the content of this RFT to all known tenderers on a non attributable basis and without disclosing any confidential information of a tenderer
- subject to paragraph 3.4, accept or reject any tender received after the tender Closing Time
- allow or not allow another legal entity to take over a tender in substitution for the original tenderer where an event occurs that has the effect of substantially altering the composition or control of the tenderer or the business of the tenderer
- shortlist tenderers
- obtain clarification or additional information from tenderers or anyone else (including a formal presentation in support of their tender and/or a demonstration of existing components of their proposed solution) and use this information for the evaluation of the tenders

- provide additional information to tenderers
- negotiate with one or more tenderers (including negotiating with all tenderers without shortlisting) or discontinue negotiations
- select some, none, or all tender proposals, including part only of any tender.
- if the Department considers that no tender offers value for money in accordance with the RFT or otherwise that it is in the public interest to do so, terminate the RFT process, and:
 - negotiate with one or more non tenderers or
 - enter into a contract or other binding relationship outside the RFT process
- add to, alter, delete or exclude the products or Services to be supplied under the draft deed of standing offer and/or
- publish or disclose the names of tenderer(s) (whether successful or unsuccessful).

Without limiting its other rights under this RFT or at law, if the Department concludes that the preferred tenderer has retracted, or attempts to retract, agreements under which material technical, commercial, financial, corporate, relationship management, legal or contractual issues were resolved during negotiations, the Department may disqualify the preferred tenderer's tender and/or exercise another right given by this RFT.

The Department does not intend to pay for services that the successful tenderer had already performed (such as a pre-existing website or information material already drafted), or that it otherwise would ordinarily have performed in the usual course (such as information sessions that had already been planned for the tenderers existing or prospective clients).

The Department will not be liable or in any way responsible for any losses, costs, expenses, claims or damage resulting from the exercise of any of the Department's rights under this RFT whether or not the Department has informed a tenderer of its exercise of the rights.

The establishment of a time or date in this RFT does not create an obligation on the part of the Department to take any action or create any right in any tenderer that any action be taken on the date established.

3. CONDITIONS OF TENDERING

3.1 Disclaimer

The tender process is not the subject of any process contract or any contractual obligations between the Commonwealth and tenderers or potential tenderers.

Except where to do so would circumvent the requirements in the Commonwealth Procurement Guidelines, the Department may elect to abandon any part or whole of the tender process without giving prior notice to the tenderers or potential tenderers.

3.2 AusTender - Australian Government Tendering System

AusTender is the Commonwealth's business opportunities website, located at www.tenders.gov.au. AusTender allows tenderers to download documentation electronically and receive email notification if an addendum to the RFT is issued. A tenderer must first register with AusTender to do this (there is no fee).

Tenderers should register their contact details on the AusTender website (www.tenders.gov.au) and immediately download the RFT, even if the RFT was obtained from other sources.

Only tenderers who have registered via the AusTender website will be directly advised of any alteration, correction or notice in relation to this RFT. However, all alterations, corrections and notices will be available on AusTender and from the Contact Officer described in this RFT.

The Commonwealth accepts no responsibility if a tenderer fails to become aware of any alteration, correction or notice, which would have been apparent from a visit to the AusTender website or from other information available from the Contact Officer.

Tenderers should direct all communications relating to this RFT to the Contact Officer. Tenderers should note that it may be necessary for the Contact Officer to refer tenderers to the AusTender Help Desk, telephone 1300 651 698, for matters relating to technical or operational support requests associated with downloading information from the AusTender website.

If the Department varies the terms of this RFT, or the structure, requirements or process referred to in this RFT prior to the Deadline established by the RFT, the Department will issue a formal addendum to the RFT via AusTender. An electronic advice will be issued automatically by AusTender. Tenderers should ensure their AusTender registration details are correct for this purpose.

3.3 Conditions of Lodgement

3.3.1 Location and Deadline for Lodgement of Tenders

All Tenders must be lodged at:

The Tender Box at the Ground floor of 12 Mort St, Canberra City ACT 2601 on or before 10.00 a.m. Australian Eastern Standard time at the place of lodging on **Tuesday 21 February 2006** ('the Deadline').

All material incorporated in tenders must be received by the Deadline.

3.3.2 Transmission of Tender

Tenders submitted by facsimile and/or e-mail will not be accepted.

3.3.3 Extension of Deadline

The Department may extend the Deadline in exceptional circumstances. No extension will be made after the Deadline.

The Deadline set for lodgement of tenders will be extended only by written notice from the Department. Any extension notice will be given the same distribution as this RFT.

3.4 Late Tender Policy

3.4.1 Definition of a Late Tender

Any tender (including a tender received at any point in the Department other than the location of lodgement, regardless of when it was received) will be deemed to be late if it is tendered after the Deadline.

3.4.2 Admission of Late Tenders to Evaluation

The Department will decide whether or not to accept a Late Tender. A Late Tender will be rejected unless the Department considers that there were exceptional circumstances beyond the

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control of the tenderer. The tenderer will need to provide evidence, within a timeframe specified by the Department, to support any claim that failure to meet the Deadline was for reasons beyond the tenderer's control.

The Department will not penalise a tenderer whose tender is late if the failure to lodge the tender by the Deadline is due solely to mishandling by the Department.

The Department's decision to admit or reject a Late Tender will be final. No correspondence will be entered into in relation to the decision, other than to inform the tenderer of the decision.

3.5 General

3.5.1 Onus on the Tenderer

Tenderers are deemed to have:

- examined this RFT and all documents referred to in this RFT;
- examined any information made available in writing by the Department to tenderers for the purpose of tendering;
- examined all further information which is obtainable by making reasonable enquires relevant to the risks, contingencies and other circumstances having an effect on their tenders; and
- satisfied themselves as to the correctness and sufficiency of their tenders including tendered prices.

3.5.2 Ownership of Tender Documents

All tender documents become the property of the Department on submission.

The Department may make copies of the tender documents for any purpose related to this RFT.

3.5.3 Confidential Information

3.5.3.1 The Department operates within a governance and public accountability framework established under legislation which requires it to:

- ensure efficient, effective and ethical use of Commonwealth resources;
- ensure openness and transparency of its activities through a public reporting process;
- allow for external scrutiny, for example by the Auditor-General and the Ombudsman; and
- provide information to the responsible Minister, and to the Parliament of Australia acting through its committees.

3.5.3.2 This governance and accountability framework requires the Department to minimise the amount of information that is subject to confidentiality requirements – either under contract or otherwise – but at the same time, to give appropriate protection to sensitive information provided by the tenderer in its tender, and to information generated by the Department in relation to the tender process.

3.5.3.3 In these circumstances, the Department agrees, subject to clause 3.5.3.4. that:

- all information in the tender; and
- any additional information provided by the tenderer to the Department in the course of the tender process, including during any negotiations,

(collectively, 'tender-provided information') will be treated by the Department as confidential information.

3.5.3.4 The Department's obligation to keep tenderer-provided information confidential will not be taken to have been breached to the extent that the information:

- is disclosed by the Department to third parties, or employees, solely for tender-related activities (including negotiations with the tenderer);
- is disclosed to the Department's internal management personnel, solely to enable effective management or auditing of tender-related activities (including negotiations with the tenderer);
- is disclosed by the Department to the responsible Minister, or another Commonwealth Minister;
- is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- is shared by the Department within the Department's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;
- is authorised or required by law to be disclosed;
- is disclosed by the Department and is information in a material form in respect of which an interest, whether by licence or otherwise, in the intellectual property rights in relation to that material form, has vested in, or has been assigned to, the Department, and that disclosure is permitted by that licence or otherwise; or
- is in the public domain otherwise than due to a breach of this clause 3.5.3.

3.5.3.5 Where the Department provides tender-provided information, or any part of it, to:

- a third party for the purposes of assisting the Department in tender related activities and/or the preparation of any resultant contract, the Department will obtain a deed of confidentiality between the Department and the third party obliging that third party to protect the information as confidential information prior to that third party being provided with the information;
- its employees or its internal management personnel, tenderers are notified that those persons are under a statutory obligations not to disclose that information (eg *Crimes Act 1914*, *Privacy Act 1988* and *Public Service Act 1999*); or
- the Department's responsible Minister, or another Commonwealth Minister, or in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia, the Department will notify the Minister, House or Committee that the information is confidential information.

3.5.3.6 The tenderer is notified that, subject to clause 3.5.3.4, any information or documentation generated by the Department (eg tender evaluation reports) as a result of the tender process will not be disclosed outside of the Department.

3.5.3.7 If the Department and the tenderer enter into contract negotiations, the Department and the tenderer will need to reach an agreement on the information that will be protected as confidential information under the contract, in the context of the confidential information clause of the contract, and the associated schedule. That clause also specifies that changes or additions to information referred to in the contract as confidential information may be made by agreement in writing between the Department and the contractor from time to time.

3.5.3.8 In determining what information will be regarded as confidential, the Department will take into account, amongst other things:

- relevant public interest considerations; and
- details of potential harm that the tenderer has indicated it is, or may be, likely to suffer if the information is disclosed.

3.5.3.9 However, tenderers should be aware that only ‘inherently confidential’ or ‘secret’ and significant, information will be considered by the Department for protection as confidential information.

3.5.3.10 Tenderers should also be aware that, if a contract is entered into, the Department is also subject to legislative and policy requirements which oblige it to disclose certain information in, or in relation to, the contract, including:

- reporting all Commonwealth contracts and agency agreements, including deeds of standing offer and amendments to these arrangements, with an estimated liability (including GST where applicable) equal to or over \$10,000 in AusTender, within six weeks of entering into the arrangement; and
- publishing on the Department website a list of contracts which have a value of \$100,000 or more, and which have not been fully performed, or which have been entered into in the previous 12 months, and disclosing certain details, including the confidentiality requirements in, or in relation to, the contract.

3.5.3.11 Tenderers are also notified that:

- rights of access to information in, or relation to, contracts exist under a range of Commonwealth legislation including:
 - *Freedom of Information Act 1982*;
 - *Auditor-General Act 1997*; and
 - *Ombudsman Act 1976*;
- Parliament and the courts also have legal rights to access a wide range of information; and
- there are a range of secrecy provisions in Commonwealth legislation (eg *Crimes Act 1914*, *Privacy Act 1988* and *Public Service Act 1999*) that require Departmental personnel to protect certain information.

3.5.3.12 Nothing in this clause 3.5.3 affects the rights or obligations of any person (including the Department) under any legislation.

3.5.4 Language and Prices

All tenders and supporting material must be in English. All sums of money must be quoted in Australian dollars. Tendered prices must be firm for the period of the contract.

3.5.5 Measurements

All measurements should be in Australian legal units of measurement.

3.5.6 Offers to Remain Open

Tenderers should hold their offers in response to this RFT open for acceptance by the Department until 5 May 2006 or until receipt by the tenderer of notification from the Department that its offer was unsuccessful.

3.5.7 Tendered Prices, GST and ABN

Tendered prices should clearly identify all costs, fees, allowances and charges against each service the tenderer offers the Department. The tendered price should be inclusive of any GST payable on taxable supplies to the Commonwealth under the contract.

The Commonwealth will require reimbursement of the equivalent of any GST payable on taxable supplies to the contractor under the contract.

The Commonwealth will withhold 48.5% of any payment claimed under an invoice that does not specify an ABN in respect of the contractor, unless an exception set out in section 12-190 of Schedule 1 to the *Taxation Administration Act 1953* applies to the payment.

3.5.8 Compliance with Commonwealth Policies

Tenderers should be aware that, if a contract is entered into, tenderers will be required to agree to comply with their obligations, if any, under Commonwealth policies as notified by the Department in writing, including:

- the *Indigenous Procurement* (www.workplace.gov.au/indigenousprocurement);
- the *Equal Opportunity for Women in the Workplace Act 1999* (Cth). Information about the legislation can be obtained from the Equal Opportunity for Women in the Workplace Agency on (02) 8255 6300; and
- relevant occupational health and safety laws.

3.6 Further Information Prior to the Deadline for Lodgement

3.6.1 Tenderers' Requests for Further Information about the RFT

All requests for further information regarding this RFT should be directed to the Departmental Contact Officer nominated below:

Robert Eccles
e-mail: wceap@dewr.gov.au

Where the Department requires it, requests for further information should be put in writing and sent to the Departmental Contact Officer at the above address.

Any notice given by a tenderer to the Department will be effective upon receipt only if in writing and delivered to the Contact Officer at the address specified above.

The Department may deliver any written notification to a tenderer by leaving it or causing it to be left at the address of that tenderer, or by sending it to the email address of that tenderer as specified in their tender or as otherwise subsequently nominated in writing by the tenderer to the Contact Officer.

3.6.2 Department's Answers to Requests for Further Information

Answers to requests for further information may be given verbally or by written notice from the Department. If considered necessary, an interview may be arranged to discuss the inquiry.

Where, in the opinion of the Department, further information provided to one tenderer should be provided to all potential tenderers, such information will be given the same distribution as the original Request for Tender.

Potential tenderers should note that the Department will be unaware of their existence if the Request for Tender was obtained through a process that did not capture the potential tenderer's

contact details. Potential tenderers in these circumstances should contact the Departmental Contact Officer to make arrangements to obtain any further information.

Tenderers should note that the commercial confidentiality of information provided to the Department will be taken into consideration when determining the distribution of further information.

3.7 Further Information after the Deadline for Lodgement

3.7.1 Confirmation of receipt

Tenderers who have not previously received a receipt of lodgement of tender from the Department will be able to request that a receipt be mailed to them by contacting:

Robert Eccles
e-mail: wceap@dewr.gov.au

All such requests should be made within the two (2) working days immediately following the Deadline.

3.7.2 Requests from Tenderers on the Status of the Evaluation Process

The Department will not accept or respond to tenderers' requests for information on the status and progress of the tender evaluation process.

All tenderers will be promptly informed of the outcome of the tender process at its conclusion.

Additional information on the outcome of the tender process will be published in the Commonwealth Purchasing and Disposals Gazette.

3.7.3 Requests from the Department for Further Information from Tenderers

Each tenderer should nominate a person to answer queries which may arise during the evaluation of tenders. The name, title, address, telephone and facsimile numbers of that person should be included in the Tenderer's Response Section.

Where it is necessary for the Department to direct specific queries to tenderers during the evaluation process, the tenderer will be required to respond in writing to all such queries made by the Department within three (3) working days of the tenderer's receipt of the query.

Where such clarification materially alters the formal tender, the Department may not admit it for evaluation.

Evaluation will be based on the information provided in tenders where answers to specific queries are not provided within the specified time.

3.7.4 Debriefing for Unsuccessful Tenderers

Unsuccessful tenderers will be offered the opportunity for a verbal debriefing. Details for arranging the verbal debriefing will be given to tenderers at the conclusion of the tender process.

3.8 Statements

Tenderers should not:

- furnish any information;
- make any statement; or
- issue any document or other written or printed material

concerning the acceptance of any tender in response to this RFT, for publication in any media without the prior written approval of the Department.

The Department may exclude a tender from further consideration if the tenderer contravenes this requirement.

3.9 Security, Probity and Financial Checks

The Department may perform such security, probity and financial investigations and procedures as the Department may determine are necessary in relation to any tenderer, its employees, officers, partners, associates, subcontractors or related entities including consortium members and their officers, employees and subcontractors.

A tender may be rejected by the Department if the tenderer does not provide, at its cost, all reasonable assistance to the Department in this regard.

3.10 Conflicts of Interest

Where a tenderer identifies that a conflict of interest exists or might arise in the provision of the Services, the tenderer should identify that actual or potential conflict of interest in its Declaration by Tenderer in paragraph 6.1. A conflict of interest may exist, for example, if:

- the tenderer or any of its personnel have a relationship (whether professional, commercial or personal) with a party who is able to influence the RFT process (such as the Department personnel); or
- the tenderer has a relationship with an organisation which would affect the performance of the contract or would bring disrepute to or embarrass the Department.

If at any time prior to entering into a formal agreement with the Department, an actual or potential conflict of interest arises or may arise for any tenderer, that tenderer should immediately notify the Department in writing.

If a conflict of interest is identified the Department may:

- exclude the tender from further consideration;
- enter into discussions to seek to resolve such conflict of interest; or
- take any other action it considers appropriate.

3.11 Tenderer Conduct

The Department may reject from further consideration any tender lodged by a tenderer which has failed to comply with this paragraph 3.11.

3.11.1 False and Misleading Claims

The attention of tenderers is drawn to Division 137 of the Criminal Code and tenderers are advised that giving false or misleading information is an offence.

Tenderers must not make false or misleading statements in their tenders.

3.11.2 Collusive Bidding

Tenderers, consortium members and their respective officers, employees, agents and advisers must not engage in any collusive bidding (other than bidding by consortia to the extent permitted by this RFT), anti competitive conduct or any other similar unlawful conduct with any other tenderer or any other person in relation to the preparation or lodgement of their tender.

The Department may also involve the Australian Competition and Consumer Commission to provide assistance to the Department in relation to any competition issues concerning a tenderer or related to a tender.

3.11.3 Unlawful Inducements

Tenderers and their officers, employees, agents or advisers must not have violated and must not violate any applicable laws or Departmental policies regarding the offering of inducements in connection with the preparation of their tender.

3.11.4 Improper Assistance

Tenderers must not use the improper assistance of any Departmental employee or use information obtained unlawfully or in breach of an obligation of confidentiality to the Department in preparing their tenders.

3.12 Future Matters

The requirements and obligations, detailed in this RFT are based on projected future requirements that may vary significantly from current and historical requirements and all information provided to tenderers (whether incorporated into this RFT or otherwise) is based on historical information. It is usual that future events may differ significantly from historical results and the differences may be material.

Tenderers should make their own independent assessments of actual workload requirements under any resultant agreement and all prices will be presumed by the Department to have been based upon tenderers' own independent assessments.

3.13 Return of Information

The Department may require that, at any stage, all written or electronically stored information (whether confidential or otherwise and without regard to the type of media on which such information was provided to any tenderer) provided to tenderers (and all copies of this information made by tenderers) must be:

- *returned to the Department* - in which case the tenderer must promptly return all such information to the address identified by the Department; or
- *destroyed by the tenderer* - in which case the tenderer must promptly destroy all such information and provide the Department with written certification that the information has been destroyed.

The Department may reject from further consideration any tender lodged by a tenderer which has failed to comply with this paragraph 3.13.

3.14 No Contract or Undertaking

Nothing in this RFT will be construed to create any binding contract (express or implied) between the Department and any tenderer until a formal written agreement, if any, is entered into by the parties. Any conduct or statement whether prior to or subsequent to the issue of this RFT is not, and this RFT is not, and will not be deemed to be:

- an offer to contract; or
- a binding undertaking of any kind by the Department (including, without limitation, an undertaking that could give rise to any promissory estoppel, quantum meruit or on any

other contractual, quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis whatsoever).

3.15 No Departmental Liability

Participation in any stage of this RFT process, or in relation to any matter concerning this RFT will be at each tenderer's sole risk, cost and expense. The Department will not be responsible in any circumstance for any costs or expenses incurred by any tenderer in preparing or lodging a tender or in taking part in the RFT process or taking any action related to the RFT process.

Neither the Department nor its officers, employees or advisers will be liable to any tenderer on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a tenderer's participation in this RFT process, including instances where:

- a tenderer is not engaged to undertake the provision of the Services;
- the Department decides not to outsource all or any of the Services;
- the Department exercises or fails to exercise any of its other rights under or in relation to this RFT; or
- the Department makes information available or provides information to a tenderer relating to its assets, procedures, plans, tenders, existing arrangements for provision of the Services or any possible future arrangements.

3.16 Applicable Law

The law applying in the Australian Capital Territory applies to this RFT and to the RFT process.

Each tenderer should ensure that it has complied with all relevant laws and with Australian Government policy in preparing and lodging its tender and taking part in the RFT process.

4. DRAFT CONTRACT

It is intended that the *Draft Consultancy Contract* issued with this RFT will form the basis of the final contract between the Commonwealth and the successful tenderer or tenderers. Tenderers are advised to examine its terms and conditions when framing their offer.

Tenderers should indicate their compliance or otherwise with the contractual conditions in *Section 6*.

5. INSTRUCTIONS FOR COMPLETING SECTION 6, TENDERER'S RESPONSE

The *Tenderer's Response* Section should be completed in the manner described in this section. Tenders that do not comply with these instructions may be excluded from further evaluation. The decision of the Department is final.

5.1 Copies of Tenders

Four (4) copies of the tender and four (4) copies of any supplementary material should be submitted so that they will be received at the lodgement location by the Deadline. The original should be marked 'Original' and remaining copies to be marked 'Copy No 1', and so on

respectively. In the event of any discrepancy between the copies and the original, the original will prevail. Where no copy is marked 'Original' the Department may choose and mark an original.

5.2 Tenderer's Proposal

Tenderers are referred to Section 1, *Statement of Requirement*, and Section 2, *Evaluation Methodology*, for information on the requirements sought by the Department.

At minimum, tenderers should provide the following information as set out in paragraph 6 of this RFT:

- Tenderer's Declaration;
- Tenderer's details;
- a completed and signed Statement of Compliance;
- tendered fees;
- tendered timeframe;
- a detailed statement in response to evaluation criterion A in paragraph 2.2.1;
- a detailed statement in response to evaluation criterion B in paragraph 2.2.1;
- a detailed statement in response to evaluation criterion C in paragraph 2.2.1;
- a detailed statement in response to evaluation criterion D in paragraph 2.2.1; and
- a fully completed Attachment A and Attachment B in response to evaluation criterion G in paragraph 2.2.1.

5.3 Statement of Compliance

Tenderers should complete the *Statement of Compliance* proforma in paragraph 6.3 of this RFT. Partial or non-compliance with the requirements of the RFT will be considered during the evaluation of tenders.

5.3.1 Response to Statement of Compliance

Tenderers should use the responses defined below:

- **Complies.** In the case of a paragraph or clause that is of an informative nature only, or is a provision of the draft deed of standing offer, compliance means that the paragraph or clause has been read, understood and accepted. In the case of a paragraph or clause that imposes a condition or obligation, compliance means that the tenderer has submitted its tender in full compliance with that condition or obligation. In the case of a paragraph or clause that specifies a future condition or obligation, compliance means that the tenderer will comply in full and on time with that condition or obligation.
- **Does Not Comply.** In the case of a paragraph or clause that is of an informative nature only, or is a provision of the draft deed of standing offer, non compliance means that the paragraph or clause has been read, understood and not accepted. In the case of a paragraph or clause that imposes a condition or obligation, non compliance indicates that the tenderer has not complied with that condition or obligation. In the case of a

paragraph or clause that specifies a future condition or obligation, non compliance means that the tenderer will not comply with that condition or obligation.

- **Partially Complies.** In the case of a paragraph or clause that is of an informative nature only, or is a provision of the draft deed of standing offer, partial compliance means that the paragraph or clause has been read and understood but only partially accepted. In the case of a paragraph or clause that imposes a condition or obligation, partial compliance indicates that the tenderer has submitted its tender in partial compliance with that condition or obligation. In the case of a paragraph or clause that specifies a future condition or obligation, partial compliance means that the tenderer will comply partially with that condition or obligation.
- **Not Applicable.** This means that the paragraph or clause does not apply to the tenderer.

Where a tenderer indicates that it is partially compliant with a paragraph or clause, the extent of the non compliance should be fully detailed. In addition, a full explanation of the reasons for all non compliance, partial compliance and non applicability should be provided. Tenderers should provide a separate list of clauses in respect of which there is any non compliance.

Where a tenderer indicates that the paragraph or clause is not applicable to the tenderer, the tenderer should explain the reasons why it is not applicable. A statement that an issue “needs to be negotiated” or other statement that does not fully state the specific requirement or position of the tenderer will be treated by the Department as meaning “Does Not Comply”.

If a tenderer does not include a statement of non compliance, partial compliance or non applicability relating to any matter, the Department will assume that the tenderer “Complies” with that matter.

Tenders should be clear and precise and should reference, where appropriate, the paragraph numbers in this RFT and the clause numbers in the draft deed of standing offer to which each item relates.

Tenderers should not seek to resile from:

- clauses with which they have stated they comply; or
- any statement or representation made in their tender.

The Department is under no obligation to negotiate in relation to any provision of this RFT or the draft deed of standing offer if a tenderer’s statement of compliance concerning the clause, annexure, schedule or attachment contains a response of “Compliant”.

5.4 Supplementary Material

Tenderers may attach additional or explanatory information as Supplementary Information to their Tender Response, should they consider this necessary.

Supplementary material is material additional to the formal tender which elaborates or clarifies the formal tender but which does not alter it in any material aspect. Supplementary material which effectively alters the formal tender will not be admitted for evaluation.

Packages containing supplementary material should be clearly labelled ‘Supplementary Material – RFT 2006/02’.

5.5 Packaging and Identification of Tenders

Tender documents should be enclosed in a sealed envelope or other sealed container. The envelope or container should be clearly endorsed with 'RFT 2006/02' and the Deadline, and addressed to the location of lodgement.

5.6 General

5.6.1 Use of Proformas

Where proforma documents have been provided, tenderers' responses should conform to those proforma. Where no proforma has been provided, tenderers' responses should be clear, concise and relevant.

5.6.2 Clarity of Response

The Department will not accept responsibility for any misunderstanding arising from the failure by a tenderer to comply with this Section, or arising from any ambiguity contained in the tenderer's response.

5.6.3 Alterations, Erasures or Illegibility

Alterations and amendments to the tenderer's response made before the lodgement of the tender should be clearly legible and initialled by the tenderer. Tenders having un-initialled alterations or amendments therein and tenders in which information or prices are not legible are liable to be excluded from further consideration.

Tenderers should note that tenders containing alterations or amendments made using 'white-out', 'liquid paper' or similar products, are liable to be excluded from consideration.

6. TENDERER'S RESPONSE

6.1 Declaration by tenderer

Offer

The tenderer offers to provide the Services at the price proposed and on the conditions set out in the RFT.

The tenderer undertakes not to withdraw, vary or otherwise compromise this offer until Friday, 5 May 2006 or until receipt by the tenderer of notification from the Department that its offer has been unsuccessful.

Conflict of Interest

The tenderer represents that, having made all reasonable enquiries, it either:

- does not have any known actual or potential conflicts of interest in respect of the RFT, its tender or the provision of the Services; or
- has in this Declaration declared all such actual or potential conflicts to the Department.

The tenderer represents that, having made all reasonable enquiries, the following represents its only known actual or potential conflicts of interest in respect of the RFT, its tender or the provision of the Services:

- *If you are aware of any actual or potential conflicts of interests, please attach them in a separate document with a strategy as to how your organisation will address those conflicts.*

The tenderer undertakes to advise the Department in writing of all actual or potential conflicts of interest in respect of the RFT, its tender or the provision of the Services immediately upon becoming aware of the same.

Improper Assistance

The tenderer represents that:

- this tender has been compiled without the improper assistance of any Departmental employee and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the Department; and
- it has not contravened paragraph 3.11 of the RFT.

Further Representations and Acknowledgements

The tenderer makes the following further representations to the Department:

- it has examined the AusTender Terms of Use which are obtainable on the AusTender website (www.tenders.gov.au);

- it has examined the RFT, the draft deed of standing offer, all documents referred to in the RFT and all other information made available to it and all applicable legislation and policies;
- it has examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its tender;
- it has satisfied itself as to the correctness and sufficiency of its tender;
- it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of the Department, except as expressly provided in the RFT or in notices received by it;
- it has accepted and has fully complied with the provisions of the RFT including the terms and conditions in the RFT and it has accepted and will execute the Contract, in each case save only for the matters detailed in paragraph 6.3; and
- its tender is fully compliant with the requirements of the RFT, the documents attached to or comprised in the RFT and all documents to which it refers save only for the matters detailed in paragraph 6.3.

The tenderer acknowledges that:

- The Department may exercise any of its rights set out in the RFT, at any time;
- the statements, opinions, projections, forecasts or other information contained in the RFT may change;
- the RFT is a summary only of the Department's requirements and is not intended to be a comprehensive description of it;
- neither the lodgement of the RFT nor the acceptance of any tender nor any agreement made subsequent to the RFT will imply any representation from or on behalf of the Department that there has been no material change since the date of the RFT or since the date as at which any information contained in the RFT is stated to be applicable;
- except as required by law and only to the extent so required, neither the Department, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the RFT; and
- the tenderer has sought its own professional advice as appropriate and has not construed the RFT as investment, legal, tax or other advice.

Confidentiality

The tenderer acknowledges that the Department may disclose, and consents to the Department disclosing, any information provided by the tenderer, whether confidential or not:

- to its advisers or employees solely in order to evaluate or otherwise assess the tender;
- to its internal management personnel solely in order to evaluate or otherwise assess the tender;
- is disclosed by the Department to the responsible Minister;

- is disclosed by the Department, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- is shared by the Department within the Department’s organisation, or with another agency, where this serves the legitimate interests of the Commonwealth;
- where the information is authorised or required by law to be disclosed;
- where the information is in the public domain otherwise than by a Departmental disclosure; and
- where the disclosure is required to meet the Department’s reporting or accountability requirements, including, without limitation:
 - under the *Financial Management and Accountability Act 1997*;
 - to the Australian National Audit Office or any other auditor appointed by the Department;
 - in accordance with the provisions that require notification of Departmental contracts in the Commonwealth Government Gazette;
 - in accordance with the *Requirements for Departmental Annual Reports* (published by the Department of the Prime Minister and Cabinet); and
 - to the Commonwealth Ombudsman.

The tenderer has not been named as not compliant with the *Equal Opportunity for Women in the Workplace Act 1999*.

The tenderer acknowledges that the Department has received this tender in reliance on this Declaration. The tenderer acknowledges that the Department may suffer loss if any of the representations, undertakings, consents or other statements in this Declaration or the tenderer’s tender are misleading or deceptive.

Dated:

Duly Authorised to Sign tenders for and on Behalf of (state full name of tenderer)

SIGNATURE OF REPRESENTATIVE

.....

NAME OF REPRESENTATIVE (In Block Letters)

.....

POSITION OF REPRESENTATIVE (In Block Letters)

.....

SIGNATURE OF WITNESS

ADDRESS OF WITNESS

.....

.....
.....
.....

REFER ENQUIRIES TO:
(Name in Block Letters)

TELEPHONE NO.

.....

.....

6.2 Tenderer's Details

Company Name: _____

ACN: _____

ABN (if any): _____

or

If a Partnership, the Trading Name (if any), ABN (if any), and full names of the Partners:

or

If a Sole Trader, Trading Name (if any), ABN (if any) and the full name of the Trader:

Contact for Liaison and Notices:

Mr/Mrs/Ms/Dr _____

Postal Address: _____

Telephone: () _____

Facsimile: () _____

E-mail: _____

6.3 Statement of Compliance

Instructions: Tick the box reflecting your response.	Understood and Agreed	Not Agreed
1 STATEMENT OF REQUIREMENT		
1.1 Overview		
1.2 Department's Requirement		
Background		
Objective		
Deliverables		
Location/ Accessibility		
Timing		
Option to Renew		
Insurance		
1.2.1 Consortia		
1.2.2 Unintentional Errors of Form		
1.2.3 Minimum Content and Format Requirements		
1.2.4 Conditions for Participation		
1.2.5 Exclusion of Tenderers		
2 EVALUATION METHODOLOGY		
2.1 Evaluation Methodology		
2.2 Tender Evaluation		
2.2.1 Evaluation Criteria		
2.2.2 Financial and Business Reports		
2.3 Evaluation Process		

	Understood and Agreed	Not Agreed
2.3.1 Receipt and Registration		
2.3.2 Screening		
2.3.3 Technical Evaluation		
2.3.4 Life of Contract Costs		
2.3.5 Value for Money and Risks		
2.4 Department's Rights		
3 CONDITIONS OF TENDERING		
3.1 Disclaimer		
3.2 AusTender – Australian Government Tendering System		
3.3 Conditions of Lodgement		
3.3.1 Location and Deadline for Lodgement of Tenders		
3.3.2 Transmission of Tender		
3.3.3 Extension of Deadline		
3.4 Late Tender Policy		
3.4.1 Definition of a Late Tender		
3.4.2 Admission of Late Tenders to Evaluation		
3.5 General		
3.5.1 Onus on the Tenderer		
3.5.2 Ownership of Tender Documents		
3.5.3 Confidential Information		
3.5.4 Language and Prices		
3.5.5 Measurements		
3.5.6 Offers to Remain Open		

	Understood and Agreed	Not Agreed
3.5.7 Tenderer Prices, GST and ABN		
3.5.8 Compliance with Commonwealth Policies		
3.6 Further Information Prior to the Deadline for Lodgement		
3.6.1 Tenderers' Requests for Further Information about the RFT		
3.6.2 Department's Answers to Requests for Further Information		
3.7 Further Information after the Deadline for Lodgement		
3.7.1 Confirmation of Receipt		
3.7.2 Requests from Tenderers on the Status of the Evaluation Process		
3.7.3 Requests from the Department for Further Information from Tenderers		
3.7.4 Debriefing for Unsuccessful Tenderers		
3.8 Statements		
3.9 Security, Probity and Financial Checks		
3.10 Conflict of Interest		
3.11 Tender Conduct		
3.11.1 False and Misleading Claims		
3.11.2 Collusive Bidding		
3.11.3 Unlawful Inducements		
3.11.4 Improper Assistance		
3.12 Future Matters		
3.13 Return of Information		
3.14 No Contract or Undertaking		
3.15 No Departmental Liability		

	Understood and Agreed	Not Agreed
3.16 Applicable Law		

I certify that I have read, understood and, unless otherwise specified, agreed to the Statement of Requirement, Evaluation Methodology, and Conditions of Tendering listed above.

.....
Signature of Tenderer

Instructions: Tick the box reflecting your response.	Complies	Partially Complies	Does Not Comply
4 DRAFT CONSULTANCY CONTRACT			
Parties & Recitals			
1 Interpretation			
2 Provision of Consultancy Services			
3 Fees, GST, Allowance and Assistance			
3A No Double Dipping			
4 Entire Agreement and Variation			
5 Subcontracting			
6 Specified Personnel and Other Personnel			
7 Liaison			
8 Contract material			
9 Commonwealth Material			
10 Intellectual Property Rights			
11 Disclosure of Information			
12 Protection of Personal Information			
13 Official Secrets			
14 Compliance with Commonwealth Policies			
15 Indemnity			
16 Insurance			
17 Conflict of Interest			
18 Access and Audits			
19 Negation of Employment, Partnership and Agency			

	Complies	Partially Complies	Does Not Comply
20 Termination and Reduction			
21 Default			
22 Waiver			
23 Compliance with Law			
24 Dispute Resolution			
25 Assignment and Novation			
26 Severability			
27 Applicable Law			
28 Notices			
29 Engagement of Illegal Workers Prohibited			

SCHEDULE 1 – Consultant’s Obligations and Work to be Performed			
A Consultancy Services			
B Contract Material			
B1 Consultant’s Rights to Contract Material			
B2 Consultant’s Rights to Commonwealth Material			
B3 Use of Commonwealth Material			
B4 Material Not to Vest in Commonwealth			
B5 Existing Material – Moral Rights			
C Time-frame			
D Invoice Procedures			
E Specified Personnel			

	Complies	Partially Complies	Does Not Comply
F Insurance			
G Liaison and Notices			
H Applicable Law			
I Compliance with Commonwealth Policies and Legislation			

Instructions: Tick the box reflecting your response.	Understood and Agreed	Not Agreed
SCHEDULE 2 - Commonwealth Obligations		
AA Department		
BB Project Delegate and Liaison Officer		
CC Fees		
DD Allowances		
EE Assistance		
SCHEDULE 3 - Confidential Information		
A. Commonwealth's Confidential Information		
B. Consultant's Confidential Information		

I certify that I have read, understood and, unless otherwise specified, am prepared to enter a contract with the Commonwealth which would require me to comply with the terms and conditions of the *Draft Consultancy Contract and Schedules* forming part of the tender documents as listed above.

.....

Signature of Tenderer

Instructions: Tick the box reflecting your response.	Understood and Agreed	Not Agreed
5 INSTRUCTIONS FOR COMPLETING SECTION 6, TENDERER'S RESPONSE		
5.1 Copies of Tenders		
5.2 Tenderer's Proposal		
5.3 Statement of Compliance		
5.3.1 Response to Statement of Compliance		
5.4 Supplementary Material		
5.5 Packaging and Identification of Tenders		
5.6 General		
5.6.1 Use of Proformas		
5.6.2 Clarity of Response		
5.6.3 Alterations, Erasures of Illegibility		

I certify that I have read, understood and, unless otherwise specified, agreed to the Instructions for Completing Section 6, Tenderer's Response listed above.

.....
Signature of Tenderer

6.4 Tendered Fees

Tenderers should indicate their tendered fees for delivery of the Consultancy Services' deliverables. Fees should be appropriately disaggregated, and include, information on the model for delivering the Programme eg, face to face seminars, teleconferences, etc; fees for any specified personnel, and any other supplier costs.

Tenderers should note that *Formal Responses to Questions* will not attract a fee. Tenderers should also note clause 3A of the Draft Contract in relation to double dipping.

The total GST-inclusive fee for the Consultancy Services' deliverables is \$_____

As a guide only, the above fee for the Consultancy Services' deliverables is payable by the following instalments upon acceptance of each deliverable by the Project Officer:

<i>Indicative Timing</i>	<i>Deliverable</i>	<i>Percentage</i>
<i>March 2006</i>	<i>Execution of contract</i>	<i>34%</i>
<i>May 2006</i>	<i>Progress Report</i>	<i>33%</i>
<i>July 2006</i>	<i>Final report & contribution to evaluation</i>	<i>33%</i>

6.5 Tendered Timeframe

Tendered Timeframe

The Programme will run from the signing of the contract until June 2006.

The indicative timing is as follows:

<i>INDICATIVE TIMING</i>	<i>DELIVERABLE</i>
<i>March 2006</i>	<i>Execution of contract</i>
<i>May 2006</i>	<i>Progress report</i>
<i>July 2006</i>	<i>Final report & contribution to evaluation</i>

Tenderers should indicate their agreement to the indicated time frame for delivery of the Consultancy Services’ deliverables. The final timetable will be agreed to with the successful tenderer based on the proposals received.

I certify that I have read, understood and, unless otherwise specified, agreed to the tendered timeframe listed above.

.....

Signature of Tender

6.6 Response to evaluation Criterion A in paragraph 2.2.1

Tenderers should respond to each of the items listed against Criterion A.

6.7 Response to evaluation Criterion B in paragraph 2.2.1

Tenderers should respond to each of the items listed against Criterion B.

6.8 Response to evaluation Criterion C in paragraph 2.2.1

Tenderers should respond to each of the items listed against Criterion C.

6.9 Response to evaluation Criterion D in paragraph 2.2.1

Tenderers should respond to each of the items listed against Criterion D.

6.10 Time taken to enter information on this form – not compulsory

The Commonwealth Government's policy is to minimise the time taken by small business to complete forms. The Department monitors the information entered in this section, with a view to refining Request For Tender documentation.

NOTE: Entry of information in this section is not compulsory. The information entered in this section, or the decision by a tenderer not to enter information in this section, will have no effect on the outcome of the tender process.

Tenderers may indicate the time taken to enter information on this form	hrs
	mins
Tenderers may indicate whether they have fewer than 20 employees	