



REQUEST FOR TENDER

FOR

Contract Financial Statement Auditors

to the Australian National Audit Office

TENDER NO:	2010/233
ISSUE DATE:	18 February 2010
CLOSING DATE:	11 March 2010
CLOSING TIME:	2 pm (Local time)
CLOSING PLACE:	The Tender Box Australian National Audit Office 19 National Circuit Barton ACT 2600

Section A1: Introduction and Structure

1 INTRODUCTION

1.1 Summary

The Commonwealth of Australia, acting through the Australian National Audit Office (“**Commonwealth**”), seeks to procure:

experienced financial statement auditors to work on a range of Departmental and Statutory Authority audits during the April – September 2010 peak periods in both our Canberra and Sydney offices. This is an open tender.

1.2 Timetable

An indicative timetable for the conduct of this Request for Tender (“**RFT**”) is described below. This timetable may be amended by the Commonwealth at any time.

Event/activity	Proposed date
Issue of RFT	18 February 2010
Closing date for tenders	11 March 2010
Selection of preferred Tenderer(s)	19 March 2010
Post tender and contract negotiations	25 March 2010
Execution of contract and commencement of services	Progressively from 31 March 2010

1.3 Confidentiality

1.3.1 The information contained in this RFT (and all other information provided by the Commonwealth to a Tenderer in relation to this RFT) is the confidential information of the Commonwealth.

1.3.2 Tenderers may only:

- (a) use this RFT; and
- (b) disclose, copy or reproduce this RFT,

for the purposes of preparing a response.

1.3.3 Tenderers may be required to sign a confidentiality undertaking before receiving any additional confidential information.

1.4 Further information and enquiries

- 1.4.1 Any questions arising during the preparation of a tender, or requests for clarification or further information, must be made in writing to:

Mr J Jones
Executive Director
Australian National Audit Office
GPO Box 707
CANBERRA ACT 2601

- 1.4.2 The Commonwealth may provide the answer to any query from a Tenderer to all other Tenderers without disclosing the source of the query. Without limitation, Tenderers should expect that answers to queries that provide additional substantive information will be provided to all other tenderers.

1.5 Notice of changes to this RFT

- 1.5.1 The Commonwealth may amend this RFT at any time.
- 1.5.2 The Commonwealth will notify known Tenderers of any amendment, and publish the amendment in the same manner as this RFT.

1.6 Interpretation

In this RFT the verb “include” (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation.

2 STRUCTURE

2.1 Structure of this RFT

This RFT comprises [5] parts:

- Section A1 Introduction and Structure
- Section A2 Conditions of Tender
- Section A3 How to respond to this RFT
- Section A4 Statement of Requirement
- Section A5 Draft Contract

The Tenderer’s required response to this RFT comprises [5] parts:

- Section B1 Summary
- Section B2 Response to Conditions of Tender and Draft Contract
- Section B3 Compliance with Statement of Requirement
- Section B4 Price schedule
- Section B5 Tenderer’s statutory declaration

Section A2: Conditions of Tender

1 TENDER LODGEMENT

1.1 Lodgement address and delivery

Tenders must be:

- (a) in a plain envelope, marked with the RFT number and Closing Time; and
- (b) lodged by post or hand delivered to:

The Tender Box
Australian National Audit Office
19 National Circuit
Barton ACT 2600 (**Lodgement Address**)

Oral, e-mail or facsimile tender responses will not be accepted.

1.2 Closing time

The deadline for lodgement of tenders is 2.00pm Canberra local time on 11 March 2010 (**Closing Time**).

1.3 Late tenders

A tender received after the Closing Time will be considered to be a late tender. Late tenders will not be admitted to the evaluation process, however, the Commonwealth will not penalise a Tenderer for a delay due solely to mishandling by the Commonwealth.

1.4 Copies of tenders

The original and [3] copies of the tender (and all supporting documentation) must be lodged in single-sided A4 loose leaf format. The original must be clearly marked as the original and the copies marked as a copy.

In the event of any discrepancy between a copy and the original, the original takes precedence.

1.5 Alterations, erasures or illegibility

Tenders containing:

- (a) alterations or erasures;
- (b) handwritten amendments which are not initialled; or
- (c) information which is not clear or legible,

may be excluded from consideration.

1.6 Correction of errors or omissions

Amendments or correction of omissions to tender documents may be permitted by the Commonwealth, but only if it can be clearly shown to the satisfaction of the Commonwealth no more than 7 days after the Closing Time, that the amendment or correction is proposed to

rectify an unintentional error which is clerical or administrative, or an unintentional error of form.

1.7 Tender validity period

A tender must remain open for acceptance for at least [3] months from the Closing Time.

1.8 Ownership of tenders

1.8.1 All tenders become the property of the Commonwealth once lodged. The Commonwealth may copy, amend, disclose or otherwise deal with a tender for the purpose of:

- (a) evaluating tenders;
- (b) conducting subsequent negotiations with the Tenderer;
- (c) exercising its rights under the RFT; and
- (d) any other matter incidental to, or necessary for, those purposes.

1.8.2 The Commonwealth reserves the right, in its absolute discretion, and without the need to notify any Tenderer, to disclose or to allow the disclosure of, at any time, any information contained in or relating to any Tender, to any Commonwealth department, agency, authority, the Minister, the Parliament or any Parliamentary committee for the proper performance of their statutory or governmental responsibilities.

1.8.3 Ownership of any intellectual property in a tender is not affected by this clause 1.8.

2 TENDER PREPARATION

2.1 Format and content of tenders

2.1.1 Tenders must be in the format shown in Sections B1-B5 and be structured as follows:

- Section B1 Summary (may be specified as optional)
- Section B2 Response to Conditions of Tender and Draft contract (mandatory)
- Section B3 Compliance with Statement of Requirement (mandatory)
- Section B4 Price schedule (mandatory)
- Section B5 Tenderer's statutory declaration (mandatory).

2.1.2 Tenderers must provide sufficiently detailed information on any matters identified in Sections B1-B5 and Attachment 1 as mandatory requirements.

2.1.3 Information on how to respond to each part of Section B is set out in Section A3 (How to respond to this RFT).

2.2 Contact details

Tenderers must nominate in their tender a person to answer requests by the Commonwealth for further information or to provide clarification. The name, title, address, email address, telephone and facsimile numbers of that person must be set out in the tender.

2.3 Draft contract and confidentiality of contract provisions

2.3.1 The terms and conditions on which the Commonwealth intends to do business with the successful Tenderer are set out in Section A5 (Draft contract). If any Tenderer wishes to propose a change to these terms, this must be specified in the tender.

2.3.2 It is Federal Government policy to disclose the terms of certain contracts entered into by Commonwealth agencies, except for terms regarded by the parties as confidential (Senate Order on Government Agency Contracts). In accordance with that policy, the Commonwealth proposes that the terms of any contract entered into with a Tenderer will not generally be confidential, apart from any provisions containing sensitive commercial information.

2.3.3 Tenderers must identify in their tender response (in Section B2) any provisions of:

- (a) the Draft Contract; and
- (b) any aspects of the tender response that are expected to ultimately form part of the contract,

that they consider should be kept confidential and the specific reasons why the information is considered confidential. The final list of provisions designated as confidential will be agreed in the course of contract negotiations.

2.4 Conflict of interest

2.4.1 Tenderers must include in their tender details of any known circumstances that may give rise to an actual or potential conflict of interest with the Commonwealth in responding to this tender or in the provision of the requirement.

2.4.2 If the Commonwealth considers there is an actual or potential conflict of interest the Commonwealth may exclude the tender from further consideration or take any other action it considers appropriate.

2.5 Expression of price and measurement

2.5.1 Unless otherwise specified:

- (a) prices must be expressed in Australian dollars and must be inclusive of GST;
- (b) prices must be fixed for the term of the contract;
- (c) any measurements must be expressed in Australian legal units of measurement.

2.5.2 The Tenderer must seek their own tax advice (including GST) in relation to this tender.

2.6 Part offers and joint offers

2.6.1 Unless specifically stated, offers for part of the requirements will not be considered by the Commonwealth.

2.6.2 A joint tender from two or more Tenderers may be considered by the Commonwealth.

2.7 Tenderer costs

All costs and expenses incurred by a Tenderer in connection with this RFT, including preparing and lodging a tender, providing the Commonwealth with further information and participating in any subsequent negotiations, are the sole responsibility of the Tenderer.

2.8 Creation of contract

Nothing in this RFT should be construed to give rise to any contractual obligations or rights, express or implied by the issue of this RFT or the submission of a bid in response to it. No contract will be created until a formal written contract is executed between the Commonwealth and a Tenderer.

2.9 Completeness and accuracy of information and forecasts

2.9.1 The Commonwealth, its officers, employees, advisers and agents:

- (a) make no express or implied representation or warranty as to the currency, reliability or completeness of the information contained in this RFT;
- (b) make no express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct; and
- (c) to the extent permitted by law, expressly disclaim all liability (including for negligence) arising from information contained in or omitted from this RFT or otherwise provided to a Tenderer.

2.9.2 In submitting a tender, each Tenderer acknowledges that it has not relied on any express or implied statement, representation or warranty as to the truth, accuracy or completeness of the information contained in this RFT, or otherwise provided to a Tenderer by the Commonwealth or on the Commonwealth's behalf.

2.10 False or misleading claims and improper assistance

2.10.1 If a Tenderer is found to have made false or misleading claims or statements, or obtains improper assistance from a Commonwealth employee/contractor or ex-employee/contractor, the Commonwealth may exclude the tender from further consideration.

2.10.2 The Tenderer should also be aware that giving false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995*.

2.11 Unlawful inducements

Tenderers and their officers, employees, agents and advisors must not violate any applicable laws or Commonwealth policies in relation to unlawful inducements in connection with preparation or lodgement of their tender.

2.12 Collusive tendering

Tenderers and their officers, employees, agents and advisors must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Tenderer or person in relation to the preparation or lodgement of their tender.

2.13 Limitation of damages

By submitting a tender in response to this RFT, each Tenderer agrees to limit their damages for any claim they may make in respect of the tendering process to the reasonable costs incurred by the Tenderer in preparing their tender response.

3 ASSESSMENT OF TENDERS

3.1 Assessment objective

- 3.1.1 The Commonwealth will make an assessment of the tenders to identify the tender which it considers represents the best value for money (in accordance with the *Commonwealth Procurement Guidelines*) and is fully capable of meeting the Commonwealth's requirements. Value for money is the final outcome of a qualitative and quantitative assessment to achieve the most effective, efficient and economic outcome.
- 3.1.2 For this purpose, each tender will be assessed to determine each Tenderer's relative ability to satisfy the overall requirement, while achieving a high standard of performance at a competitive cost and at an acceptable risk.
- 3.1.3 In determining "best value for money", the Commonwealth will satisfy itself that prices offered are reasonable. Tenderers are required to provide access to any information the Commonwealth considers reasonably necessary in order to evaluate the reasonableness of their tendered prices. Any information provided will be treated as confidential by the Commonwealth.

3.2 Conditions for participation

- 3.2.1 In order to participate in the procurement, Tenderers must demonstrate compliance with each of the following conditions for participation (including providing the required information specified), failing which a Tenderer will be excluded from further consideration in the assessment process:

- (a) Compliance with the ANAO's requirements on actual or potential conflict of interest.

Required information: Complete item 4 - Conflict of Interest in Section B2.

- (b) Compliance with the ANAO's requirements not to:

- make false or misleading claims or statements;
- have obtained improper assistance from a Commonwealth employee/contractor or ex-employee/contractor;
- violate any applicable laws or Commonwealth policies in relation to unlawful inducements; and
- engage in collusive tendering, anti-competitive or other similar conduct,

in connection with preparation or lodgement of its tender.

Required information: Complete and make the declaration in the form set out in Section B5,

- (c) Compliance with equal opportunity policy.

Required information: Complete item 7 - Affirmative Action in Section B2 of the RFT.

- (d) Agreement to comply with applicable obligations under the private-sector National Privacy Principles as well as public-sector obligations to which the Commonwealth is subject, under in the *Privacy Act*.

Required information: Complete item 6 – Privacy in Section B2 of the RFT.

- (e) Specified Personnel to be eligible to obtain a government security clearance to at least PROTECTED;
- (f) Audit Manager – minimum requirements are six or more years financial statement audit experience with at least three years being recent external audit experience as well as being qualified for CA, CPA or equivalent;
- (g) Team Leader – minimum requirements are four or more years financial statement audit experience with at least two years being recent external audit experience as well as being qualified for CA, CPA or equivalent; and
- (h) Team Member – minimum requirements are two or more years financial statement audit experience, a degree in accounting and currently studying for CA, CPA or equivalent (please state number of units completed).
- (i) Compliance with the fair Work principles

Required information: Complete and make the declaration in the form set out in Attachment 1.

3.3 Other evaluation criteria

3.3.1 The Commonwealth intends to assess tenders which satisfy the conditions for participation against the following evaluation criteria. Unless otherwise indicated, these criteria are not in any order of importance. The Commonwealth will not necessarily accept any tender.

- (a) The extent to which the approach and processes proposed to perform the services meets the needs of the ANAO, including the Tenderer's ability to comply with:
 - the ANAO Code of Conduct which incorporates the Australian Public Service Code of Conduct.
 - the ANAO's information security requirements.
 - the Statement of Requirement set out in section A4 of the RFT.

Required information:

- *Complete Section B3 - Compliance with Statement of Requirement.*

- (b) Compliance with this RFT including the format and content requirements described in clause 2.1 of this RFT.

Required information: Complete item 11 of Section B2 of the RFT.

- (c) Acceptable indication of confidential tender responses and Draft Contract provisions.

Required information: Complete items 3 and 5 of Section B2 of the RFT.

- (d) Compliance with the Conditions of Draft Contract.

Required information: Complete item 11 in Section B2 of the RFT.

- (e) Price – hourly and/or daily rates of each nominated individual including GST and any associated disbursements costs; and

- (f) Experience – please indicate in which agencies preferred tender/specified personnel have previously worked and could cause a conflict of interest. The assessment of experience will include an assessment of recent government audit experience and CPA/CA status.

3.3.2 The Commonwealth may, in its absolute discretion, vary priorities and weighting for evaluation criteria by providing notice to all potential suppliers participating in the tender process (if known) and published in the same manner as this RFT.

3.3.3 The Commonwealth may carry out other enquiries in relation to a Tenderer, its partners, associates or related entities including their officers or employees.

3.3.4 The Tenderer must provide all reasonable assistance to the Commonwealth in carrying out any inquiries.

3.4 Clarification

3.4.1 The Commonwealth may contact Tenderers to clarify aspects of their tender.

3.5 Post-tender negotiations and publicity

3.5.1 The Commonwealth may select a number of Tenderers with whom it will negotiate the price and other proposed contract terms, with a view to selecting a single preferred Tenderer, as described in clause 3.6.

3.5.2 A Tenderer must not publicise that it is the successful Tenderer or publicise details of the Statement of Requirement without prior written approval from the Commonwealth.

3.6 Acceptance of tenders

3.6.1 The Commonwealth may:

- (a) negotiate or not negotiate the price and other proposed contract terms with one or more Tenderers (which may include variations of the Draft Contract), without the need to correspond with other Tenderers in this post tender period;
- (b) if the Commonwealth considers that it is in the public interest to do so, discontinue this tender process at any time (including in the course of negotiations);
- (c) enter into a contract outside this process, in circumstances where direct sourcing is permitted by the Commonwealth Procurement Guidelines;
- (d) allow, or not allow, the successful Tenderer to enter into the proposed contract in the name of a different legal entity from that which provided a response to this RFT;
- (e) reject any tender which does not comply with this RFT; and
- (f) publish the names of shortlisted Tenderers (if any) and the name of the Tenderer ultimately selected (if any).

3.6.2 All Tenderers will be informed in writing of the outcome of their tender at the conclusion of the tender process.

3.6.3 Unsuccessful Tenderers may request a statement of reasons why their tender was unsuccessful and an opportunity to be debriefed.

4 COMMONWEALTH POLICY REQUIREMENTS

4.1 Freedom of Information

- 4.1.1 Tenderers should familiarise themselves with the operation of the *Freedom of Information Act 1982* which gives members of the public the right of access to documents in the possession of the Commonwealth and its agencies. This Act extends as far as possible the right of persons to access information in the possession of the Commonwealth and its agencies, limited only by exceptions and exemptions necessary for the protection of the public interest and of the private and business affairs of persons in respect of whom information is collected and held.
- 4.1.2 Tenderers should obtain their own independent advice on the impact of this Act on their participation in the tender process.
- 4.1.3 Tenderers may indicate which information, if any, contained in their tender or supplementary material they consider should not be disclosed without their consent.

4.2 Privacy

- 4.2.1 The Commonwealth is obliged to protect personal information in accordance with the public-sector Information Privacy Principles in the *Privacy Act 1988*, as amended from time to time. The Commonwealth reserves the right at any time not to disclose any information that is subject to, or that the Commonwealth reasonably believes could be subject to, protection under the *Privacy Act*.
- 4.2.2 Tenderers must comply with applicable obligations under the private-sector National Privacy Principles in the *Privacy Act*.
- 4.2.3 If the Commonwealth discloses any personal information to Tenderers, they must also comply with the public-sector obligations under the *Privacy Act*, to which the Commonwealth is subject, in relation to that information.

4.3 Australian industry development

- 4.3.1 Through its procurement, the Commonwealth and its agencies seek to promote the development of Australian and New Zealand Industry, including small to medium sized enterprises (SME's), by means that are consistent with the achievement of value for money objectives.

4.4 Auditor-General Act 1997

- 4.4.1 The attention of Tenderers is drawn to the *Auditor-General Act 1997* which provides the Auditor-General and any authorised person, including the ANAO's Independent Auditor, with a right, at all reasonable times, to access relevant information, documents and records.
- 4.4.2 Tenderers should obtain their own independent advice on the impact of this Act on their participation in this tender process.
- 4.4.3 Tenderers should note that, in addition to the Auditor-General's statutory powers and in recognition of the need for the Auditor-General's functions to be conducted in an efficient and co-operative manner, the draft contract requires the Contractor to provide to the Auditor-General or a delegate of the Auditor-General, including the ANAO's Independent Auditor, access to information, documents, records and Commonwealth assets, including those on the Contractor's premises in relation to performance of the contract.
- 4.4.4 This access will be required at reasonable times on the giving of 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, possession or control of the Contractor, its employees,

agents or subcontractors and which is related to the contract. Such access will apply as specified in the contract.

4.5 Workplace relations

4.5.1 The successful Tenderer will be required to comply with the relevant provisions of applicable legislative requirements, awards and workplace arrangements including:

- (a) workplace/industrial relations legislation;
- (b) occupational health and safety legislation;
- (c) workers compensation legislation; and
- (d) affirmative action legislation.

4.5.2 Tenderers must state in their tender if they are currently named as not complying with the *Equal Employment Opportunity for Women in the Workplace Act 1999*. This requirement extends to each subcontractor named in a tender. The Commonwealth may at its discretion not consider a tender if the Tenderer or any subcontractor is named as non-complying under this Act.

4.6 Code of Conduct

4.6.1 The successful Tenderer will be required to comply with the ANAO *Code of Conduct*, which incorporates the Australian Public Service Code of Conduct set out in section 13 of the *Public Service Act 1999*. The Code and other relevant documents can be down-loaded from the ANAO's website at <www.anao.gov.au>.

4.7 Protective Security

4.7.1 The successful Tenderer will be required to comply with any security requirements as notified by the ANAO in accordance with the draft contract.

4.8 Fair Work Principles

4.8.1 Tenderers should note that the Australian Government Fair Work Principles apply to this procurement. More information on the Fair Work Principles and their associated User Guide can be found at www.deewr.gov.au/fairworkprinciples.

4.8.2 In particular Tenderers should note that in accordance with the Fair Work Principles Commonwealth Entities will not enter into a contract with a Tenderer who:

- (a) fails, when required by the Commonwealth, to confirm it understands and complies with all relevant workplace relations law, occupational health and safety law, or workers' compensation law;
- (b) is subject to an order from any Court or Tribunal decisions relating to a breach of workplace relations law, occupational health and safety law, or workers' compensation law with which the Tenderer has not fully complied or is not fully complying;
- (c) has a Fair Work Act 2009 agreement that was made on or after 1 January 2010 that does not include genuine dispute resolution procedures; and
- (d) fails to provide information when requested by the ANAO relevant to their compliance with the Fair Work Principles.

4.8.3 For the purposes of clause 4.8.2:

- (a) a genuine dispute resolution procedure is one which provides each of the following processes to resolve workplace disputes:
- the ability for employees to appoint a representative in relation to the dispute;
 - in the first instance procedures to resolve the dispute at the workplace level;
 - if a dispute is not resolved at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and
 - if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties.
- (b) a decision or order with which the Tenderer has not fully complied or is not fully complying includes any relevant penalty or order of a Court or Tribunal, but It does not extend to infringement notices issued by workplace inspectors or a provisional improvement notice issued by an occupational health and safety inspector, or those instances where a penalty or a requirement has been imposed but the period for payment/compliance has not expired.

4.8.4 To enable the ANAO to confirm the Tenderer's compliance with the relevant requirements of the Fair Work Principles the Tenderer must complete the attached Statutory Declaration (Attachment 1) in the form it is provided and include it as part of their tender response.

4.8.5 Clause 4.8.4 is a minimum content and format requirement for the purposes of the RFT. Failure to comply with these clauses will result in a tender response being excluded from further consideration.

Section A3: How to respond to this RFT

Tenderers are required to respond to this RFT by submitting a Tender in the format and including the information required by Section B of the RFT. The key elements of Section B are summarised in this Section A3.

In Section B1, the Tenderer may set out a summary of its Tender.

In Section B2, the Tenderer is to provide the required information against each reference to a clause of Section A2.

The Tenderer will be taken to agree or comply with the Conditions of Tender and Contract set out in Sections A2 and A5 respectively, unless the Tenderer specifies in Section B2 each Condition or clause with which it does not agree or comply, giving reasons.

In Section B3, the Tenderer is required to provide information relevant to the Statement of Requirement.

If the Tenderer states that it does not comply with a clause of this RFT, it is required to give reasons.

In Section B4, the Tenderer is required to set out the Tender Prices and any discounts offered.

In Section B5, the Tenderer is required to verify the particulars set out in Section B and submit its Tender confirming that it is made on the terms and conditions of this RFT.

Where space in Section B is not sufficient for the Tenderer's response, the Tenderer may set out additional information on an attachment. Provided that the Tenderer identifies the attachment in Part B, it will be considered to be part of the Tender.

Supporting documentation such as illustrations, diagrams, brochures, pamphlets, descriptive literature, manuals and handbooks lodged with a Tender are also to be identified by the Tenderer in Section B.

Section A4: Statement of Requirement

The Australian National Audit Office requires experience financial statement auditors to work on a range of Departmental and Statutory Authority audits during the April – September 2010 peak periods in both our Canberra and Sydney offices.

The contract staff will perform an audit manager, team leader or team member role. Minimum requirements are as follows:

- Audit Manager – minimum requirements are six or more years financial statement audit experience with at least three years being recent external audit experience as well as being qualified for CA, CPA or equivalent;
- Team Leader – four or more years financial statement audit experience with at least two years being recent external audit experience as well as being qualified for CA, CPA or equivalent; and
- Team Member – minimum requirements are two or more years financial statement audit experience, a degree in accounting and currently studying for CA, CPA or equivalent (please state number of units completed).

Many government agencies are updating their security requirements and now require staff and contractors to have a security clearance. Accordingly, a significant proportion of selected candidates must have the base level security clearance. Tenders should advise the following for each nominated candidate:

- Whether they are an Australian citizen;
- Whether they have a Commonwealth security clearance (if yes, please advise the level and date of clearance); and
- Whether they would be prepared to undergo a security clearance by the ANAO to at least the Protected level. This will involve a police records check and the sighting of key documents (i.e. birth and marriage certificates and educational qualifications).

Tenderers should provide resumes and hourly and/or daily rates for each nominated staff member. Hourly and daily rates should be inclusive of GST and any associated disbursement costs.

Contractors will undertake the allocated work using ANAO's hardware and software.

Section A5: Draft Contract

SECTION B: DOCUMENTS COMPRISING RESPONSE BEING:

Section B1	Summary of Tender
Section B2	Response to Sections A2 (Conditions of Tender) and A5 (Draft Contract)
Section B3	Compliance with Statement of Requirement
Section B4	Price Schedule
Section B5	Statutory Declaration

Section B2: Response to Section A2, Conditions of Tender, and Section A5, Draft Contract

Please note that you are taken to agree to or comply with each condition of Sections A2 and A5 unless you expressly state otherwise at the end of this Section B2. Tenderers must provide responses, however, to paragraphs 1 to 10 of this Section B2.

Please provide the information requested against each of the following listed clauses:

1 Profile of Tenderer

4.8 Please provide the following information:

(a) as applicable:

(i) your full name:

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(ii) any trading or business name:

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(iii) if a company:

the registered office:

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the principal place of business:

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the date and place of incorporation:

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usual manner of execution of formal contracts and desired wording:

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(iv) if an Australian company, the ACN or the ARBN:

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(v) *if available, the ABN:*

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(vi) *individual shareholders holding 20 percent or more of any issued share capital:*

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(vii) *related companies within the meaning of the Corporations Act 2001:*

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(viii) *for a foreign firm or company, details of the place of business in Australia and the name of any Australian representative:*

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(b) *identification of any trust or fiduciary capacity in which you propose to provide the Services:*

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(c) *particulars of any petition, claim, action, judgement or decision which is likely to adversely affect your capacity to provide the Services:*

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5 Contact details (Section A2 - Clause 2.2)

Provide the name, title, address, telephone and facsimile numbers of the person the Commonwealth may contact about this tender.

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6 Confidentiality (Section A2 - Clause 2.3.3)

Tenderers are to identify any provisions of:

- (a) the Draft Contract (Section A5); and*
- (b) any aspects of the tender response that they consider should be kept confidential and the reasons why the information is considered confidential.*

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7 Conflict of Interest (Section A2 - Clause 2.4)

- (a) Tenderers are requested to detail systems in place to identify potential conflicts of interest:*

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- (b) Tenderers are to advise the procedures which will be taken in advising the Commonwealth of actual or potential conflicts of interest.*

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- (c) Tenderers are requested to provide details of preventative measures in place to avoid conflicts or remedy any actual or potential conflicts of interest*

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8 Freedom of information (Section A2 - Clause 4.1.3)

Tenderers are to indicate any information contained in their tender they consider should not be disclosed without their consent.

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9 Privacy (Section A2 - Clause 4.2.2)

Tenderers are to detail how they intend to meet their privacy obligations under the Privacy Act 1988.

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10 Affirmative Action

Is the Tenderer currently named as having failed to comply with the Equal Employment Opportunity for Women in the Workplace Act 1999?

YES/NO

11 Subcontracts

Provide details of proposed subcontracts:

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12 Insurance

Provide confirmation by way of a certificate of currency provided by the tenderer's insurer that the tenderer holds professional indemnity insurance, public liability insurance and workers compensation insurance to at least the minimum level required by the Draft Contract.

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Tenderers should:

- (i) indicate whether each insurance policy is a "claims occurring" or "claims made" policy;
- (ii) indicate the amount of deductible (excess) for each policy;
- (iii) confirm the tenderer's agreement to keep the policies in force for the minimum period specified in Part F of the Details in the Draft Contract.

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13 Specified Personnel

List the names and positions of the Specified Personnel nominated to provide the Services:

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.....

14 For all other clauses of Sections A2 and for all clauses of the Contract at Section A5, Tenderers must complete a compliance statement in the following form:

<i>Clause Number</i>	<i>Complies, Partially Complies, Does Not Comply, Understand and Agree</i>	<i>Reasons/proposed alternative drafting</i>
.....
.....
.....

Tenderers are to specify any changes they propose to the Draft Contract in Section A5 in column 3 (clause 2.3.1).

NOTE: In completing Section B2, the following expressions are defined as set out:

- (a) "complies" means:
 - (i) where a condition is imposed, that condition is agreed to;
 - (ii) where a clause specifies a characteristic or performance requirement, that your Tender is to provide the requirement as specified;
- (b) "partially complies" means the condition or characteristic or performance requirement can be met by your Tender, subject to certain qualifications, which are stated in full;

- (c) "does not comply" means that the complete condition or characteristic or performance requirement of the condition or requirement is not met by your Tender;
- (d) "understand and agree" means in the case of a clause giving information only, that the condition has been read and understood.

Non-committal terms such as "Noted" are not to be used.

Section B3: Compliance with Statement of Requirement

Please complete for each nominated candidate:

NAME OF CANDIDATE	
Qualifications	
Citizenship	
Experience – including details of any Australian government experience and any external audit experience.	
Level of Security Clearance (if applicable)	
Any conflict of interest	

Section B4: Price Schedule

1. The all inclusive Tender Price is to include all incidentals and costs associated with the performance of any Services.
2. All hourly rates provided are to be inclusive of GST and any associated disbursements.

Specified Personnel	Hourly Rate	Price for Continuous Periods of			
Name and Level	\$	Up to 1 month \$	1 to 2 months \$	2 to 3 months \$	3 months or longer \$

3. Tenderers are invited to also submit any other pricing system that might be advantageous for the Commonwealth to consider, such as daily rates.

Section B5: Commonwealth of Australia Statutory Declaration

I, *[name, address and corporation of person making the declaration]*, do solemnly and sincerely declare that:

1 DEFINITIONS

In this statutory declaration:

"**Commonwealth**" means the Commonwealth of Australia;

"**Contract Conditions**" mean the conditions set out in Section A5 of the RFT;

"**Services**" means the Services to be provided by the Tenderer as described in the RFT;

"**Tenderer**" means *[list name and address (ACN or ARBN if appropriate)]*; and

"**Tender Price**" means the total Charges for which the Tenderer is prepared to undertake the Services and which are set out in the Price Schedule submitted with this statutory declaration.

2 BASIS OF DECLARATION

2.1 I hold the position of *[managing director or other title]* of the Tenderer and am duly authorised by the Tenderer to make this declaration.

2.2 I make this declaration on behalf of the Tenderer and on behalf of myself.

2.3 I declare as follows:

3 THE OFFER

3.1 The Tenderer tenders to perform the Services for the Tender Price subject to the Contract Conditions.

3.2 The Tender is accurate in every respect. I acknowledge that if the Tenderer is found to have made false or misleading claims or statements, or to have used confidential information, or received improper assistance, except in accordance with the RFT, the Commonwealth may reject at any time any Tender lodged by or on behalf of the Tenderer.

3.3 I acknowledge and agree to the matters specified in the Conditions of Tender in the RFT.

3.4 I agree:

(a) that the Tenderer will be bound by this Tender for the Tender Validity Period of [];
and

(b) that this Tender may be accepted by the Commonwealth at any time before the expiration of that period or any additional period to which we may agree.

3.5 I acknowledge that this Tender will not be deemed to have been accepted except as specified in the RFT.

3.6 I understand that the Commonwealth is not bound to accept the lowest priced or any Tender.

3.7 I warrant that in preparing the Tender for the Services the Tenderer did not communicate (verbally or otherwise) or have any arrangement or arrive at any understanding with any of the other Tenderers or with any employee of an association of which we or any of the other Tenderers are a member concerning the Services or any aspect of the Services and without limitation further warrant that the Tenderer did not engage in:

- (a) any discussion or correspondence with such persons concerning the amount of the Tender;
- (b) any collusive tendering or other anti-competitive practices with any of the other Tenderers or any other person; or
- (c) any conduct or have any arrangement or arrive at any understanding with any of the other Tenderers,

which in any way was or could have the effect of reducing the competitiveness of the tender process for the Services.

3.8 Neither the Tenderer nor any of its employees, agents or contractors had knowledge of the Tender including the Tender Price for the Services of any other Tenderer prior to the Tenderer submitting its Tender for the Services.

3.9 Neither the Tenderer nor any of its employees, agents or contractors disclosed the Tender, including the Tender Price for the Services, submitted by the Tenderer to any other Tenderer who submitted a tender for the Services or to any other person or organisation prior to the Tender Closing Time.

3.10 Neither the Tenderer nor any of its employees, agents or contractors provided information to any other Tenderer, person or organisation, to assist another Tenderer for the Services to prepare a tender known in the building and construction industry as a "cover bid", whereby the Tenderer was of the opinion or belief that another Tenderer did not intend to genuinely compete for the Services.

3.11 The Tenderer is genuinely competing for the Services and its Tender is not a "cover bid".

3.12 Prior to the Tenderer submitting its Tender for the Services neither the Tenderer nor any of its employees, agents or contractors entered into any contract, agreement, arrangement or understanding that the successful Tenderer for the Services would pay any money, or would provide any other benefit or other financial advantage, to or for the benefit of any other Tenderer who unsuccessfully tendered for the Tender.

I acknowledge that each party constituting the Tenderer is bound jointly and severally by this Tender.

4 ADDENDA TO TENDER DOCUMENTS

I acknowledge receipt of the following Addenda, the terms of which are incorporated in the Tender:

Number _____ Dated _____

Number _____ Dated _____

5 ADDRESS OF THE TENDERER

Address or Registered Office of Tenderer

Address for service of notices (NOT PO. BOX)

Telephone Number: Fax Number:

And I make this solemn declaration by virtue of the *Statutory Declarations Act 1959*, and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

[Signature of person making declaration]

Declared at [] the [] day of [] 2010

Before me,

[Signature of person before whom the declaration is made]

[Title of person before whom the declaration is made]

Statutory Declaration for compliance with the Fair Work Principles

THIS STATUTORY DECLARATION is made on the _____ day of _____
20_____

Name of Tenderer, ABN and ACN:

(the Tenderer)

WHEREAS

A. The Tenderer has submitted, or intends to submit, a Tender Response for the _____ procurement (the Procurement)

B. The Tenderer has read and understood the Fair Work Principles User Guide and understands that the Fair Work Principles will apply to the Procurement.

NOW THIS STATUTORY DECLARATION WITNESSES as follows:

1. Compliance with Fair Work Principles

1.1 The Tenderer declares the following:

1.1.1 The Tenderer has had _____ [NIL OR SPECIFY NUMBER] adverse Court or Tribunal decision for a breach of workplace relations law, occupational health and safety law, or workers' compensation law in the two years preceding the date of this request for [tender/expression of interest].

[If response is nil adverse decisions go to 1.1.3 below]

Note to Tenderers: Strike through whichever option does not apply.

1.1.2 The Tenderer has fully complied or is fully complying with all penalties or orders arising from the Court or Tribunal decisions declared above.

OR

The Tenderer has not fully complied with, or is currently not fully complying with _____ [NUMBER] of the penalties or orders arising from the Court or Tribunal decisions declared above and has provided as part of its [Submission] information about each of these penalties or orders in the form required in Appendix A to the Fair Work Principles User Guide.

Tenderers must provide additional information about each decision declared above as specified in Appendix A to the Fair Work Principles User Guide. Tenderers should note that they will not be eligible for further consideration for this procurement if they have not fully complied with, or are not fully complying with, any Court or Tribunal decision, or have not appealed the decision prior to the end of the appeal period.

- 1.1.3 The Tenderer understands its obligations under all applicable workplace relations, occupational health and safety, and workers' compensation laws. The Tenderer undertakes that it complies, with all of these obligations.
- 1.1.4 The Tenderer confirms that (except where it is an overseas based supplier to which these requirements do not apply in accordance with the Fair Work Principles User Guide) it:
- has consultation arrangements which encourage cooperation and engagement of employees and management; and
 - understands and respects their employees' rights in relation to freedom of association and the right to representation at work, including that the Tenderer allows its employees to be able to make a free and informed choice about whether to join a union and be represented at work.
- 1.1.5 Where the Tenderer has a Fair Work Act 2009 enterprise agreement that was approved on or after 1 January 2010 that enterprise agreement includes a genuine dispute resolution procedure that includes the following:
- the ability for employees to appoint a representative in relation to the dispute;
 - in the first instance procedures to resolve the dispute at the workplace level;
 - if a dispute is not resolved at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and
 - if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties.
- 1.1.6 If at any time prior to entry into a contract with the preferred Tenderer, any information provided in this declaration changes, the Tenderer agrees to advise the ANAO of that change within 7 calendar days.
- 1.1.9 the Tenderer agrees the ANAO may provide any information collected, or provided to it by the Tenderer during the course of this RFT process (including regarding breaches of the Fair Work Principles) to other Commonwealth agencies or regulatory bodies including the Department of Education, Employment and Workplace Relations, Australian National Audit Office, Fair Work Ombudsman and Fair Work Australia.

EXECUTED as a Statutory Declaration for and on behalf of:

_____ by:
(insert Tenderer legal name)

(Printed Name) (Signature)

(Title) (Date)

In the presence of:

(Printed Name) (Signature)

(Date)