



Australian Government

Department of Finance and Deregulation

DRAFT FOR COMMENT ONLY

**Request for Tender for the Establishment of
a Whole of Government Panel for Provision
of Telecommunications Operational
Management Services**

RFT FIN10/AGI005-A

All queries regarding this Request for Tender should be directed to:

Contact Officer RFT FIN10/AGI005

Email: tomsblog@finance.gov.au

Request for Tender CLOSING TIME:
2.00pm Australian Capital Territory local time on **xxth xxx** 2010

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1. Part A – Overview

1 Introduction

1.1 The Department of Finance and Deregulation (**Finance**) invites interested parties (**Tenderers**) to submit tenders (**Tenders**) in accordance with this Request for Tender (**RFT**) for the provision of Telecommunications Operational Management Services (**TOMS**).

1.2 Finance is conducting this RFT for the benefit of the agencies identified in this RFT.

1.3 The Commonwealth's objective is to establish an arrangement that is flexible, efficient, and responsive to changing technology and agency business requirements, so that the Commonwealth can make savings on its TOMS purchases through standardisation, in a manner that provides goods and services that are competitively priced, fit for purpose and managed and supported throughout their life.

1.4 A detailed description of Finance's requirement is set out in Part F – Statement of Requirements.

2 Contractual Arrangements

2.1 Through this RFT, the Commonwealth seeks to establish a Panel of service providers to provide TOMS in accordance with the terms and conditions of a standing offer substantially as set out in Part H – Draft Deed of Standing Offer.

2.2 Only service providers that are included on the Panel will be eligible to supply the Services to those agencies that are subject to the *Financial Management and Accountability Act 1997* (Cth), although other agencies may also access the Panel.

2.3 Successful Tenderers will each be invited to enter into a Deed of Standing Offer (under which they are individually a **Contractor** and collectively a **Panellist**).

2.4 Agencies may enter into individual arrangements with a Contractor (**Contracts**) for the supply of TOMS by the Contractor. Those Contracts will be governed by the terms and conditions contained in the Deed of Standing Offer. Individual agencies that enter into Contracts will be referred to as **Customers**.

3 Agencies included in this Coordinated RFT Process

3.1 Finance intends that Panellists will make the standing offer available to the following entities (Agencies):

(a) all agencies subject to the *Financial Management and Accountability Act 1997* (Cth) (**FMA agencies**);

(b) all bodies subject to the *Commonwealth Authorities and Companies Act 1997* (Cth) (**CAC bodies**);

(c) any other body established by the Governor-General or State Governor or by a Minister of State of the Commonwealth or a State or Territory including departments in State or Territory Governments; and

(d) any incorporated company over which the Commonwealth or a State or Territory exercises control.

4 RFT Structure

- 37 4.1 This RFT is structured as follows:
- 38 4.1.1 Part A - Overview - this part sets out the general structure, indicative
39 timeframes, overview of services sought and the Commonwealth's
40 procurement approach in relation to this RFT.
- 41 4.1.2 Part B - Conditions of Tender - this part sets out the rules for the conduct of
42 this RFT process and sets out the requirements for Tenders submitted in
43 response to this RFT.
- 44 4.1.3 Part C - Mandatory Requirements - this part sets out the Minimum Content
45 and Format Requirements which Tenders must meet (**Mandatory**
46 **Requirements**). If a Tender does not meet the Mandatory Requirements,
47 Finance will exclude the Tender from any further consideration in this RFT
48 process.
- 49 4.1.4 Part D - Evaluation - this part sets out the evaluation process and the
50 Evaluation Criteria against which Finance will evaluate the information
51 included in a Tender.
- 52 4.1.5 Part E – Tenderer's Response and Declaration - this part sets out the
53 information that Tenderers should include in their Tenders in response to
54 this RFT. This part also contains the Tenderer's Declaration which
55 Tenderers must submit as part of their Tenders.
- 56 4.1.6 Part F - Statement of Requirements - this part describes the services to be
57 provided by Panellists.
- 58 4.1.7 Part G - Glossary - this part sets out the definitions for certain capitalised
59 terms which are used in this RFT.
- 60 4.1.8 Part H - Draft Deed of Standing Offer - this part comprises the draft Deed of
61 Standing Offer for the Panel that is intended to be established in
62 accordance with this RFT.

5 Enquiries

- 63 5.1 All enquiries relating to this RFT must be made via email to the Contact Officer at
64 tomsblog@finance.gov.au.
- 65 5.2 Enquiries received before the Enquiry Cut-Off Time will be addressed in accordance
66 with clause 33. Enquiries received after the Enquiry Cut-Off Time might not be
67 answered, subject to Finance's discretion.
- 68 5.3 The email address specified in clause 5.1 is the sole contact point for any queries, or
69 for requests for any information, in relation to this RFT until this RFT process has
70 concluded.

6 Indicative Timetable for Tender Process

71 6.1 This RFT process is intended to be conducted in accordance with the following
72 indicative timetable:

73 **Table 1 - Indicative Timetable**

Milestone	Indicative Date
Release Date	TBD
Enquiry Cut-Off Time	3 weeks after Release date
Closing Time	4 weeks after Release date
Execute Deed of Standing Offer with Successful Tenderer(s)	TBD
Notification and debrief of non successful Tenderers	TBD

74 6.2 If any conflict exists between the dates and times listed in this Table 1 and any
75 subsequent dates and times notified from time to time by Finance, the date or time
76 contained in the subsequent notification will prevail. Finance may change the dates
77 and times for the RFT process at its sole discretion and shall notify any changes to
78 the dates and times by issuing an addendum on AusTender.

INTERPRETATION

1 Interpretation

- 79 1.1 In the interpretation of this RFT, the following provisions apply unless the context
80 otherwise requires:
- 81 1.1.1 headings are inserted for convenience only and do not affect the
82 interpretation of this RFT;
- 83 1.1.2 a reference in this RFT to 'dollars' or '\$' means Australian dollars;
- 84 1.1.3 a reference in this RFT to any law, legislation or legislative provision
85 includes any statutory modification, amendment or re-enactment, and any
86 subordinate legislation or regulations issued under that legislation or
87 legislative provision;
- 88 1.1.4 a reference in this RFT to any document or agreement is to that document
89 or agreement as amended, supplemented or replaced from time to time;
- 90 1.1.5 a reference to a clause, part, annex, schedule or attachment is a reference
91 to a clause, part, annex, schedule or attachment of or to this RFT;
- 92 1.1.6 a reference to a clause is a reference to a clause in that Part of the RFT,
93 unless otherwise noted;
- 94 1.1.7 an expression importing a natural person includes any company, trust,
95 partnership, joint venture, association, body corporate or governmental
96 agency;
- 97 1.1.8 if a word or phrase is given a defined meaning, another part of speech or
98 other grammatical form in respect of that word or phrase, has a
99 corresponding meaning;
- 100 1.1.9 a word which indicates the singular also indicates the plural, a word which
101 indicates the plural also indicates the singular, and a reference to any
102 gender also indicates any other genders;
- 103 1.1.10 a reference to the word 'include', 'includes' or 'including' is to be interpreted
104 without limitation; and
- 105 1.1.11 any schedules and attachments form part of this RFT.
- 106 1.2 In the interpretation of this RFT, capitalised terms:
- 107 1.2.1 which are defined in the Glossary, have the meaning set out in the
108 Glossary; and
- 109 1.2.2 which are not defined in the Glossary but which are defined in the Deed of
110 Standing Offer, have the meaning set out in the Deed of Standing Offer.

2 Precedence of Documents

- 111 2.1 If there is any inconsistency between any part of this RFT, a descending order of
112 precedence must be given to:
- 113 2.1.1 the Conditions of Tender in Part B and the Glossary in Part G of this RFT;
114 2.1.2 Parts A and C to E of this RFT;
115 2.1.3 the Statement of Requirement in Part F of this RFT;
116 2.1.4 the draft Deed of Standing Offer in Part H of this RFT;
117 2.1.5 any schedules, attachments and annexes to this RFT; and
118 2.1.6 any other document provided by Finance to Tenderers preceding or
119 following the release of this RFT (other than formal changes made under
120 this RFT and released through AusTender),
- 121 so that the provision in the higher ranked document, to the extent of the
122 inconsistency, will prevail.
- 123 2.2 Any amendment to this RFP published through the AusTender website will take
124 precedence over any previous version of, or previous amendment to, the part of this
125 RFP which is changed by that amendment. If multiple amendments have been made,
126 the amendment with the latest date will take precedence.

3 Discrepancies, Errors and Omissions in RFT

- 127 3.1 If a Tenderer finds, or reasonably believes it has found, any discrepancy, error,
128 ambiguity, inconsistency or omission in this RFT or any other information given or
129 made available by Finance, the Tenderer should notify the Contact Officer in writing
130 setting out in sufficient detail such discrepancy, error, ambiguity, inconsistency or
131 omission.
- 132 3.2 The notice in clause 3.1 should be provided promptly and at least five Business Days
133 prior to the Closing Time (or as soon as possible after the Tenderer becomes aware
134 of a discrepancy, error, ambiguity, inconsistency, or omission) to enable Finance to
135 take whatever corrective action, if any, it deems appropriate.
- 136 3.3 Any actual discrepancy, error, ambiguity, inconsistency or omission in this RFT or any
137 other information given or made available by Finance will, if Finance considers (in its
138 absolute discretion) that it is practicable and appropriate to do so, be corrected (or the
139 proper information made available) by Finance and notified to Tenderers (without
140 attribution to the Tenderer that provided the notice).

OBTAINING RFT DOCUMENTATION AND LODGEMENT OF TENDERS

4 Obtaining RFT Documentation

- 141 4.1 Finance has distributed this RFT electronically through AusTender. If a Tenderer has
142 obtained this RFT other than by downloading from AusTender, they should visit the
143 AusTender website, register as a user and download this RFT documentation.

5 AusTender

- 144 5.1 Finance advertises business opportunities on AusTender — the Commonwealth's
145 business opportunities website, located at <https://www.tenders.gov.au/>.
- 146 5.2 Documents relating to these business opportunities are located on the AusTender
147 website. Potential Tenderers are required to register on-line and are then permitted
148 to download this RFT, the draft Deed of Standing Offer and other documentation
149 electronically.

- 150 5.3 On-line registration with AusTender ensures that Tenderers and potential Tenderers
151 are notified if any addendum to this RFT is issued by Finance. There is no
152 registration fee.
- 153 5.4 Access to and use of AusTender is subject to terms of use. Tenderers should be
154 familiar with the terms of use and any applicable instructions, processes, procedures
155 and recommendations as advised on AusTender.
- 156 5.5 It is the responsibility of Tenderers to ensure that their infrastructure, including
157 operating systems and browser revision levels meet the minimum standards as
158 defined on AusTender. The Commonwealth takes no responsibility for any problems
159 arising from Tenderers' infrastructure and/or internet connectivity.

6 AusTender Security

- 160 6.1 Tenderers acknowledge that although the Commonwealth has implemented the
161 security measures described on AusTender, neither Finance nor the Commonwealth
162 warrant that unauthorised access to information and data transmitted via the internet
163 will not occur.
- 164 6.2 Tenderers should inform themselves concerning all security measures and other
165 aspects of AusTender. Tenderers should make their own assessment of the
166 AusTender system prior to using it for any matter related to this RFT and no
167 responsibility will be accepted by Finance or the Commonwealth in respect of any use
168 or attempted use by any party of AusTender.

7 Registered Tenderers and Notices

- 169 7.1 In the event that Finance elects to issue any addendum, alteration, correction or
170 notice in relation to this RFT, it will do so as an addendum, alteration, correction or
171 notice posted on the AusTender page for this RFT.
- 172 7.2 All addenda, alterations, corrections and notices will be available on the AusTender
173 website. Only Tenderers who have registered on the AusTender website will be
174 directly advised of any addendum, alteration, correction or notice in relation to this
175 RFT. It is therefore in the interest of Tenderers to ensure they have correctly recorded
176 their contact details prior to downloading this RFT. If Tenderers have not recorded
177 their details correctly, they should amend their details and download this RFT again.

8 AusTender Help Desk

- 178 8.1 All queries and requests for technical or operational support should be directed to:
179 AusTender Help Desk
180 Telephone: 1300 651 698
181 Email: tenders@finance.gov.au
- 182 8.2 The AusTender Help Desk is available between 9am and 5pm ACT local time,
183 Monday to Friday (excluding ACT and national public holidays).

9 Closing Time

- 184 9.1 Tenders must be lodged before 2.00pm Australian Capital Territory local time on **xx**th
185 **xxx** 2010 (**Closing Time**).
- 186 9.2 The time displayed on AusTender is deemed to be the correct time and will be the
187 means by which Finance will determine that Proposals have been lodged by the
188 Closing Time.
- 189 9.3 The judgement of Finance as to the time a Tender has been lodged will be final.

10 Extension of Closing Time

190 10.1 Finance may extend the Closing Time in its sole and absolute discretion, and will
191 issue an addendum notifying Tenderers of any decision to extend the Closing Time.

11 Tenderer's Contact Details

192 11.1 Tenderers should nominate in their Tender an Authorised Officer for the purpose of
193 this RFT process. Tenderers should include the name, address and contact details of
194 that person in the Tenderer's response to Part E2 – Tenderer's Details. The
195 Authorised Officer nominated by the Tenderer should be authorised to represent and
196 bind the Tenderer in relation to this RFT.

12 Delivery Method

197 12.1 Tenders must:

198 12.1.1 be lodged via AusTender in accordance with the electronic Tender
199 lodgement conditions set out in this RFT. If there is any inconsistency
200 between the Tender lodgement procedures set out on AusTender and
201 those set out in this RFT, the procedures set out in this RFT will prevail; and

202 12.1.2 not be lodged by any other means, including by hand, courier, post,
203 facsimile or email.

13 Virus Checking

204 13.1 In submitting their Tenders electronically, Tenderers represent to Finance that they
205 have taken reasonable steps to ensure that Tender files are free of viruses, worms or
206 other malicious code or disabling features which may affect AusTender and/or
207 Finance's computing environment. Tenders found to contain viruses, worms or other
208 malicious code or other disabling features may be excluded from the evaluation
209 process.

14 Tender File Formats, Naming Conventions and Sizes

210 14.1 Tenderers should lodge their Tender in accordance with the requirements set out in
211 this clause 14 for file format(s), naming conventions and file sizes. Failure to comply
212 with any or all of these requirements may result in the Tender not uploading
213 successfully and/or may result in the Tender being excluded from consideration.

214 14.2 Tenders (except for Part E3 – Tenderer's Declaration) should be lodged in Microsoft
215 Word v2003 (or 2007) and/or Microsoft Excel v2003 (or 2007).

216 14.3 The Technical Capability and Experience Response Templates provided at
217 attachment A and the Pricing Response Templates provided at attachment B should
218 be completed and lodged as Microsoft Excel v2003 (or 2007) documents.

219 14.4 Tenderers should submit Part E3 – Tenderer's Declaration in PDF format (version 9
220 or earlier) or otherwise in accordance with clause 15.

221 14.5 At any time during the RFT process, Finance may request a Microsoft Word or
222 Microsoft Excel version of any part of any Tender lodged in another format. Tenderers
223 should promptly comply with any such request. Tenderers should ensure that any
224 Microsoft Word or Microsoft Excel version or part of a Tender supplied in response to
225 a request pursuant to this clause contains exactly the same information as the
226 corresponding part submitted in their original Tender.

- 227 14.6 The Tender file name(s):
- 228 14.6.1 should incorporate the Tenderer's name and the reference number for this
229 RFT;
- 230 14.6.2 should reflect the various parts of the Tender they represent;
- 231 14.6.3 should not contain \ / : * ? " < > | characters; and
- 232 14.6.4 should not exceed 100 characters in length.
- 233 14.7 Tenders should:
- 234 14.7.1 not exceed a combined file size of five megabytes (5MB) per upload;
- 235 14.7.2 be uploaded from a high level directory on a Tenderer's desktop (and not
236 be deeply embedded within a company's file structure), so as not to impede
237 the upload process; and
- 238 14.7.3 be zipped (compressed) together for transmission to AusTender.
- 239 14.8 AusTender will accept up to a maximum of five files in any one upload of a Tender.
240 Each upload should not exceed five megabytes. The Tenderer should do either or
241 both of the following (as necessary to ensure that its Tender is successfully uploaded
242 onto AusTender):
- 243 14.8.1 transmit the Tender files as a compressed (zip) file not exceeding five
244 megabytes for the total combined size of the response files; or
- 245 14.8.2 lodge the Tender in multiple uploads ensuring that each upload does not
246 exceed five megabytes and clearly identify each upload as part of the
247 Tender.
- 248 14.9 If a Tender consists of multiple uploads, due to the number of files or file size,
249 Tenderers must ensure that transmission of all files is completed before the Closing
250 Time.
- 251 14.10 Tenders should be completely self-contained. Tenderers should not include
252 hyperlinked material, or other material incorporated by reference.

15 Scanned or Imaged Material Including Statutory Declarations

- 253 15.1 Scanned images are required of signed and/or initialled pages within the Tender,
254 including the Tenderer's Declaration at Part E3 – Tenderer's Declaration and signed
255 documents where they are required. The use of scanned or imaged material should
256 not expand the Tender file size beyond the five megabyte limit per upload.
- 257 15.2 In the event that clarification is required, Tenderers may be required by Finance, by
258 notice in writing, to courier or security post any form required in that notice, with the
259 originals of the signature and/or initialled pages to Finance at the address specified
260 and within the period specified in that notice.

16 Preparation for Submission of Tender

- 261 16.1 Before submitting a Tender electronically, Tenderers should:
- 262 16.1.1 ensure that their technology platform meets the requirements identified on
263 AusTender;
- 264 16.1.2 refer to AusTender's guidance, if required, on uploading Tenders;
- 265 16.1.3 take all steps to ensure that the Tender is free from anything that might
266 reasonably affect the useability, the security or the operations of AusTender
267 and/or Finance's computing environment;

- 268 16.1.4 ensure that the Tender does not contain macros, script or executable code
269 of any kind unless that specific material has previously been approved in
270 writing by Finance; and
- 271 16.1.5 ensure that the Tender complies with all file type, format, naming
272 conventions, size limitations, or other requirements in clause 14 of this RFT,
273 as otherwise advised by Finance, or as required by AusTender.
- 274 16.2 Tenderers must allow sufficient time to enable their Tender to be lodged before the
275 Closing Time, including taking into account additional time that may be required for
276 the analysis and resolution of any problems concerning the lodgement of their
277 Tenders.
- 278 16.3 Tenderers should be aware that holding the 'Lodge a Response' page open in the
279 web browser will not hold the electronic tender box open beyond the Closing Time. A
280 message will be issued if the lodgement process is attempted to be commenced or
281 continued after the Closing Time.
- 282 16.4 Tenders lodged through AusTender will be deemed to be authorised by the Tenderer.
- 283 16.5 If Tenderers have any problems accessing the AusTender website or uploading a
284 Tender, they should contact the AusTender Help Desk specified in clause 8 prior to
285 the Closing Time.

17 Tenderers' Responsibility in Relation to Lodgement

- 286 17.1 Tenderers acknowledge that:
- 287 17.1.1 in accordance with clause 16.2, it is solely their responsibility to ensure that
288 they allow sufficient time for the Tender to be uploaded through AusTender
289 to enable Tender lodgement to be completed electronically in accordance
290 with this RFT before the Closing Time;
- 291 17.1.2 the lodgement of their Tenders on time and in accordance with this RFT is
292 entirely their responsibility; and
- 293 17.1.3 the Commonwealth will not be liable for any loss, damage, costs or
294 expenses incurred by Tenderers or any other person if, for any reason, a
295 Tender or any other material or communication relevant to this RFT is not
296 received by the Closing Time or other time required under or in connection
297 with this RFT, is corrupted or altered or, otherwise, is not received as sent,
298 cannot be read or decrypted, or has its security or integrity compromised.

18 Corrections and Additions by Tenderer

- 299 18.1 Once a Tenderer has lodged its Tender on AusTender, the Tender cannot be
300 changed or withdrawn. If the Tenderer wishes to change any information in a lodged
301 Tender prior to the Closing Time, the Tenderer will need to resubmit a new version of
302 its Tender on AusTender.
- 303 18.2 If clause 18.1 applies, the Tenderer should notify Finance of the legal name and the
304 ABN of the Tenderer, and the time and date on the AusTender receipt of the new and
305 any previously lodged Tenders. If a new version of a Tender is lodged by a Tenderer,
306 the initial version of the Tender and any other superseded version of the Tender
307 previously submitted by the Tenderer will not be considered any further.
- 308 18.3 For the avoidance of doubt, the version of the Tender properly lodged in full on
309 AusTender in accordance with this clause 18 that is lodged latest in time prior to the
310 Closing Time will be deemed to be the Tender lodged by the Tenderer under this
311 RFT.

- 312 18.4 Subject to clause 18.1, if a Tenderer becomes aware of any unintentional error of
313 form, discrepancy, error or omission in its Tender after the Closing Time and wishes
314 to lodge a correction or provide additional information, that material should be
315 submitted to Finance in writing by email to the Contact Officer as specified in clause
316 5.1 of Part A – Overview.
- 317 18.5 Finance is not under any obligation to consider any corrections or additional
318 information lodged or provided after the Closing Time. Finance will only consider the
319 material if it considers it appropriate to do so.

19 Successful Lodgement

- 320 19.1 When a Tender has been successfully lodged, an official receipt is provided on
321 screen. The receipt will record the time and date the Tender was received by
322 AusTender. Tenderers should save and print this receipt as proof of lodgement. A
323 separate email confirming receipt of the Tender will also be automatically sent to the
324 email address of the registered user whose details were recorded at login.
- 325 19.2 Failure by a Tenderer to receive a receipt means that lodgement has not been
326 successfully completed.
- 327 19.3 If no receipt has been issued by AusTender (either on-screen or by the separate
328 confirming email), the attempted lodgement will be deemed to have been
329 unsuccessful.

20 Late Tenders

- 330 20.1 Subject to clause 20.4, a Tender lodged after the Closing Time will not be accepted or
331 evaluated and will be registered separately as a Late Tender. Finance will notify the
332 Tenderer promptly should its Tender be received after the Closing Time.
- 333 20.2 The decision of Finance as to the time a Tender has been lodged will be final. The
334 time displayed on the AusTender receipt is deemed to be the correct time and will be
335 the means by which Finance will determine whether Tenders have been lodged by
336 the Closing Time.
- 337 20.3 If electronic lodgement of a Tender started before the Closing Time but finished after
338 the Closing Time, and upload of the Tender file(s) has completed successfully, as
339 confirmed by AusTender system logs, the Tender as a whole will be deemed to be a
340 Late Tender even if parts of the Tender were successfully lodged prior to the Closing
341 Time.
- 342 20.4 Finance will only admit a Tender received after the Closing Time if it was received
343 late solely due to mishandling by Finance. Finance mishandling does not include any
344 failure by the Tenderer to lodge its Tender in full on AusTender before the Closing
345 Time.

21 Unintentional Errors of Form and Illegible Tenders

- 346 21.1 If Finance considers, between opening a Tender and making a decision, that there
347 are unintentional errors of form in a Tender, Finance may request the Tenderer to
348 correct or clarify the error, but will not permit any material alteration or addition to the
349 Tender if to do so would, in Finance's opinion, result in unfairness to any other
350 Tenderer.
- 351 21.2 Finance is not obliged to consider any Tender that it considers to be illegible. If
352 Finance considers that all or part of a Tender is illegible for any reason, it may, at its
353 sole discretion, seek clarification from the Tenderer, but is not obliged to do so.

22 Incomplete Responses and Corrupt Files

- 354 22.1 Incomplete Tenders, including those with electronic files that cannot be read or
355 decrypted, and (without limitation to clause 13.1) Tenders that Finance believes may
356 contain any virus, malicious code or anything else that might compromise the integrity
357 or security of AusTender and/or Finance's computing environment may be excluded
358 from the evaluation process.
- 359 22.2 Notwithstanding clause 22.1, Finance reserves the right to consider an incomplete
360 Tender and seek clarification from the Tenderer.

GENERAL CONDITIONS OF TENDER

23 Tenderers to Inform Themselves

- 361 23.1 Information in this RFT (including any current or past requirements, volumes, location,
362 environment or other relevant matters) has been prepared from information available
363 to the Commonwealth and may not have been independently verified. Such
364 information may be based on information from available historical information which
365 may not be accurate and may assume trends or events or other matters that may not
366 be valid or eventuate as and when expected or at all.
- 367 23.2 Finance makes no representations or warranties that the information in this RFT or
368 any information communicated or provided to Tenderers during this RFT process
369 (including expenditure, volumes, patterns, profiles, locations, environments or
370 assumptions in relation to TOMS) is, or will be, accurate, current or complete.
371 Tenderers should rely on their own investigations and judgment in deciding whether
372 to participate in this RFT process and will be deemed to have relied entirely on their
373 own enquiries and not to have relied on any representation, warranty or other conduct
374 by or on behalf of Finance, except as expressly provided in this RFT or in notices
375 provided to Tenderers.
- 376 23.3 Finance and the Commonwealth have no liability to any Tenderer should:
- 377 23.3.1 there be any changes in the regulatory environment, the operational
378 circumstances or technology relevant to TOMS; or
- 379 23.3.2 any information or material provided in respect to this RFT be inaccurate or
380 incomplete.
- 381 23.4 Tenderers should be aware that future expenditure and volumes and expenditure on
382 TOMS will be dependent on factors that cannot be reliably estimated at this time,
383 including the Agencies' budgets, priorities and policy requirements.
- 384 23.5 By submitting a Tender, each Tenderer represents to Finance that it has:
- 385 23.5.1 examined this RFT, any documents referenced in or attached to this RFT
386 and any other information made available by Finance to Tenderers in
387 connection with this RFT process;
- 388 23.5.2 obtained and examined all further information which is obtainable by a
389 Tenderer through making reasonable enquiries relevant to the risks,
390 contingencies and other circumstances having, or which may have, an
391 effect on its Tender;
- 392 23.5.3 satisfied itself as to the accuracy and completeness of its Tender including
393 tendered prices based on its own examination and assessment;

- 394 23.5.4 satisfied itself as to the terms and conditions of the draft Deed of Standing
395 Offer and its ability to comply with the draft Deed of Standing Offer, subject
396 to its response to the Statement of Compliance at Part E4 – Statement of
397 Compliance;
- 398 23.5.5 examined the AusTender Terms of Use which are obtainable on the
399 AusTender website (<https://www.tenders.gov.au>); and
- 400 23.5.6 an awareness of Part V of the *Trade Practices Act 1974* (Cth) and Division
401 137 of the Schedule to the *Criminal Code Act 1995* (Cth) under which giving
402 false or misleading information is a serious offence.
- 403 23.6 In preparing their Tenders, Tenderers should not rely on:
- 404 23.6.1 any representation, letter, document or arrangement, whether oral or in
405 writing, or other conduct as adding to or amending this RFT other than
406 amendments through AusTender in accordance with clause 31; or
- 407 23.6.2 any warranty or representation made by or on behalf of the Commonwealth,
408 except as are expressly stated in this RFT.

24 Responsibility for Tender Costs

- 409 24.1 Without limiting any other clause in this RFT, participation in any stage of this RFT
410 process, or in relation to any matter concerning this RFT, will be at each Tenderer's
411 sole risk, cost and expense (including but not limited to any risk, costs and expense
412 associated with preparing and lodging Tenders, responding to requests from Finance,
413 participating in any subsequent negotiations and any other action or response in
414 relation to this RFT).
- 415 24.2 Finance will not be responsible in any circumstance for any costs or expenses
416 incurred by any Tenderer in preparing or lodging its Tender, or in respect of any
417 discussions, negotiations, enquiries in relation to taking part in this RFT process or
418 any work undertaken by the Tenderer after its Tender is lodged.

25 Disclaimer

- 419 25.1 All information contained in or provided by Finance in relation to this RFT is provided
420 on the following conditions:
- 421 25.1.1 although believed to be accurate at the date of release of this RFT, any
422 information contained in this RFT may change;
- 423 25.1.2 if such information relates to future matters, no steps have been taken to
424 verify that the information is based upon reasonable grounds, and no
425 representation or warranty, express or implied, is made by Finance, its
426 officers, employees, agents, advisers or contractors that the statements as
427 to future matters contained in this RFT will be proven to be accurate;
- 428 25.1.3 this RFT is intended to reflect and summarise information concerning
429 Finance's requirements for the establishment of the Panel and is not
430 necessarily a comprehensive description of it;
- 431 25.1.4 neither the release of this RFT nor any agreement made subsequent to its
432 release will imply that there has been no material change to a matter
433 referred to in this RFT; and
- 434 25.1.5 Tenderers have sought or will seek their own professional advice as
435 appropriate and do not construe this RFT as providing investment, legal,
436 business or tax advice.

26 No Contract or Liability

- 437 26.1 This RFT is an invitation to treat, and must not be construed, interpreted, or relied
438 upon, whether by expression or implication, as an offer capable of acceptance by any
439 person, or as creating any form of contractual (including a process contract), quasi-
440 contractual, restitutionary or promissory estoppel rights, or rights based upon similar
441 legal or equitable grounds.
- 442 26.2 Except as required by law and only to the extent so required, the Commonwealth is
443 not liable to any Tenderer, on the basis of any contract or other understanding
444 (including, without limitation, any form of contractual, quasi contractual, restitutionary
445 or promissory estoppel rights or rights based on similar legal or equitable grounds)
446 whatsoever, or in negligence, as a consequence of any matter relating or incidental to
447 this RFT or a Tenderer's participation in this RFT process, including instances in
448 which:
- 449 26.2.1 a Tenderer is not invited to participate in any subsequent process as part of
450 or following completion of this RFT process;
- 451 26.2.2 this RFT or RFT process is varied including when clause 31 applies;
- 452 26.2.3 the Commonwealth decides to terminate this RFT process or not to contract
453 for all or any of the requirements;
- 454 26.2.4 the Commonwealth exercises or fails to exercise any of its rights under or in
455 relation to this RFT;
- 456 26.2.5 a Tender or any other material or communication relevant to this RFT, is not
457 received on time, is corrupted or altered or otherwise is not received as
458 sent, cannot be read or decrypted, or has its security or integrity
459 compromised; or
- 460 26.2.6 the Tenderer suffers any loss, damage, cost or expense arising from any
461 information or representation, actual or implied, contained in or omitted from
462 this RFT, or by reason of any reliance by any person on such information or
463 representation.
- 464 26.3 Each Tenderer releases Finance from any claim it might otherwise have been able to
465 bring against Finance or the Commonwealth, arising out of or in connection with any
466 of the following:
- 467 26.3.1 Finance's conduct of, or failure to conduct, this RFT process in any manner
468 or at all;
- 469 26.3.2 Finance's entering into, or failing to enter into, any resultant Deed of
470 Standing Offer(s) in any manner at all; or
- 471 26.3.3 Finance's exercising or failing to exercise its discretion to add to, vary or
472 modify or amend this RFT.

27 Limited Liability

- 473 27.1 If, contrary to clause 26, a court finds there to be a contract between Finance and a
474 Tenderer regarding the conduct of this RFT process, Finance's liability for any breach
475 of the terms of such contract is limited to the Tenderers' costs of participation in this
476 RFT process. Finance's liability generally in connection with this RFT process (eg for
477 negligence or breach of statute) is limited to the same amount. For the avoidance of
478 doubt, Finance will not be, and is not, liable for any lost profit opportunity or other
479 losses of the Tenderer.

28 Offers and Acceptance of Offer

- 480 28.1 Lodging a Tender will constitute an offer by the Tenderer to enter into the Deed of
481 Standing Offer to provide the TOMS on the terms and conditions set out in the draft
482 Deed of Standing Offer, subject to any exceptions noted in its response to the
483 Statement of Compliance at Part E4 – Statement of Compliance. The offer is capable
484 of being accepted for a period of not less than the Tender Validity Period.
- 485 28.2 Without limiting the terms of the offer by the Tenderer, the prices quoted by the
486 Tenderer in the Pricing Response at Part E6 – Pricing Information will, if the Tenderer
487 enters into a Deed of Standing Offer, be the maximum prices to apply under the Deed
488 of Standing Offer and under each Contract entered into under that Deed of Standing
489 Offer (subject to the terms and conditions of the Deed of Standing Offer which allow
490 for lower prices).
- 491 28.3 A Tender is not taken to have been accepted until a formal Deed of Standing Offer
492 has been executed by the Tenderer and the Commonwealth. Notice by Finance to
493 any Tenderer does not constitute an acceptance or rejection of any Tender.

29 Complaints

- 494 29.1 Any complaints arising out of this RFT process should be lodged in writing by sending
495 the complaint to the Contact Officer.
- 496 29.2 A complaint lodged by a Tenderer should set out:
- 497 29.2.1 that it is a complaint made under this clause 29;
- 498 29.2.2 a clear statement as to what the Tenderer considers is defective in this RFT
499 process;
- 500 29.2.3 copies of, or references to, evidence of information to support the
501 Tenderer's view; and
- 502 29.2.4 a statement as to what the Tenderer wishes to achieve from the complaint
503 process.
- 504 29.3 Finance will acknowledge receipt of the complaint and will seek to address the
505 complaint with the relevant Tenderer as soon as practicable.
- 506 29.4 Finance may apply the following procedures to address any complaint:
- 507 29.4.1 the complaint will be referred to the Probity and Process Adviser to be
508 recorded in the Register of Probity and Process Complaints;
- 509 29.4.2 an officer or person nominated by Finance will review the complaint with a
510 view to finding a simple solution to appropriately resolve the complaint;
- 511 29.4.3 Finance will contact the Tenderer with a view to resolving the complaint in
512 accordance with the solution it proposes;
- 513 29.4.4 the Probity and Process Adviser will observe the handling of complaints and
514 provide advice to Finance when necessary; and
- 515 29.4.5 if the complaint remains unresolved, Finance will refer the complaint to the
516 approving delegate or his or her delegate.

30 Tender Validity Period

- 517 30.1 Each Tenderer must set out in its Tender the period during which it holds its Tender
518 open for acceptance by Finance (**Tender Validity Period**).
- 519 30.2 The Tender Validity Period must not be less than six months after the Closing Time.
- 520 30.3 A Tenderer may extend its Tender Validity Period by notice to Finance.

31 Corrections, Variations and Additions to RFT

- 521 31.1 Finance may, in its absolute discretion, add to, vary, modify or amend any aspect of
522 this RFT at any time.
- 523 31.2 If Finance amends or varies this RFT or issues supplementary material prior to the
524 Closing Time, Finance will do so in accordance with clause 7.
- 525 31.3 All addenda, alterations and corrections will be available on AusTender. Tenderers
526 should regularly check with the AusTender site for any amendments, variations or
527 supplementations to this RFT.
- 528 31.4 Finance accepts no responsibility if a Tenderer fails to become aware of any
529 addendum, correction or notice, which would have been apparent from a visit to the
530 AusTender website. Tenderers acknowledge that they will have no claim against
531 Finance if they fail to become aware of any addendum, correction or notice in (without
532 limitation) these circumstances.
- 533 31.5 If Finance adds to, varies, modifies or amends any aspect of this RFT after the
534 Closing Time, Finance may seek amended Tenders.
- 535 31.6 Finance will provide adequate time for potential Tenderers to address changes to this
536 RFT before the Closing Time or any amended Closing Time.

32 Tenderer Requests for Further Information

- 537 32.1 Requests for further information in relation to this RFT should be directed in writing to
538 the Contact Officer specified in clause 5.1 before the Enquiry Cut-Off Time.
- 539 32.2 Tenderers should identify in their question what, if any, information is confidential and
540 this will be considered by Finance when determining what, if any, response to that
541 question will be given.

33 Finance's Answers to Requests for Further Information

- 542 33.1 Answers to requests by Tenderers for additional or further information under
543 clause 32 may be given by written notice from Finance, in its sole and absolute
544 discretion. If Finance considers it necessary, it may contact the Tenderer to clarify
545 the enquiry.
- 546 33.2 Finance will determine what, if any, response should be given to a Tenderer's
547 question. Finance may circulate Tenderer questions and Finance's response to those
548 questions to all other Tenderers in accordance with this clause, without disclosing the
549 source of the questions or revealing any confidential information of a Tenderer.
- 550 33.3 If, in the opinion of Finance, further information provided to one Tenderer should be
551 provided to all Tenderers, this information will be distributed by a notice or addendum
552 on AusTender.
- 553 33.4 Finance reserves the right, in its sole and absolute discretion:
- 554 33.4.1 not to respond to queries, comments or questions submitted before the
555 Enquiry Cut-Off Time for any reason; or
- 556 33.4.2 to respond to any queries, comments or questions which are submitted
557 after the Enquiry Cut-Off Time, including those which Finance considers are
558 routine or non-complex and which may be responded to adequately for
559 Tenderers to take any response into account before the Closing Time.

34 Further Information after Closing Time

560 34.1 Finance may not accept or respond to Tenderers' requests for information after the
561 Closing Time on the status and progress of this RFT process, including the Tender
562 evaluation process

35 Termination of RFT Process

563 35.1 Without limiting any of its rights under this RFT, at law or otherwise, Finance may, in
564 its absolute discretion, terminate this RFT process at any time if Finance determines
565 that:

566 35.1.1 it is in the public interest to do so;

567 35.1.2 no Tender represents (or insufficient Tenderers to create a Panel represent)
568 value for money;

569 35.1.3 no Tenderer meets (or insufficient Tenderers to create a Panel meet) the
570 Minimum Content and Format Requirements, if any;

571 35.1.4 Finance's requirements have changed so as to make this RFT redundant,
572 unachievable within the scope of the TOMS or if to continue would be
573 inconsistent with Finance or Commonwealth policy; or

574 35.1.5 no Tenderer is (or insufficient Tenderers to create a Panel are) sufficiently
575 capable of meeting the terms of the draft Deed of Standing Offer.

576 35.2 If Finance suspends, defers or terminates this RFT process, then Finance will:

577 35.2.1 notify Tenderers to this effect; and

578 35.2.2 issue a formal notice through AusTender.

36 Finance's Additional Rights

579 36.1 Notwithstanding anything else contained in this RFT or limiting its rights at law or
580 otherwise, Finance may:

581 36.1.1 alter, vary or amend any part of this RFT (including Part F – Statement of
582 Requirements);

583 36.1.2 accept a Tender without prior notice to any other Tenderer;

584 36.1.3 seek amended Tenders or call for new Tenders;

585 36.1.4 select any one or more Tenderers as a Preferred Tenderer(s);

586 36.1.5 require submission of an amended or alternative Pricing Response from
587 any one or more Tenderers, or normalise, adjust or clarify any existing
588 Pricing Response;

589 36.1.6 suspend or defer this RFT process, or any part of it or activity in connection
590 with this RFT process, at any time;

591 36.1.7 shortlist any Tenderer(s) or not shortlist any Tenderer(s) and seek further
592 information from such Tenderer(s);

593 36.1.8 remove any Tenderer from consideration at any time after the Closing Time;

594 36.1.9 exclude from consideration any Tender which is, in the opinion of Finance,
595 incomplete or clearly not competitive;

596 36.1.10 consider and accept or reject any Tender that is nonconforming or non
597 compliant, or consider and accept in whole or in part an Alternative
598 Proposal;

- 599 36.1.11 use any relevant information obtained by Finance in relation to a Tender
600 (provided in the Tender itself, otherwise through this RFT or by independent
601 enquiry) in the evaluation of Tenders;
- 602 36.1.12 require additional information or clarification from any Tenderer or anyone
603 else, or provide additional information or clarification;
- 604 36.1.13 provide any clarification of the meaning of the content of this RFT or
605 amendments or re-issued documents to all Tenderers;
- 606 36.1.14 enter or not enter into contract negotiations with any one or more Tenderers
607 and discontinue those negotiations at any time for any reason;
- 608 36.1.15 allow, or refuse to allow, a Tenderer to enter into a Deed of Standing Offer
609 or a Contract in the name of a different legal entity to that which submitted
610 the Tender;
- 611 36.1.16 waive or vary any obligation of any Tenderer under this RFT;
- 612 36.1.17 allow or not allow a related entity to take over a Tenderer in substitution for
613 the original Tenderer;
- 614 36.1.18 seek and/or contact any referee, whether or not nominated by the Tenderer;
615 and
- 616 36.1.19 publish or disclose the names of the Successful Tenderers or those which
617 are selected as Preferred Tenderers, as a result of the evaluation of the
618 Tenders.
- 619 36.2 Without limiting its other rights under this RFT or at law, if Finance concludes that a
620 Preferred Tenderer has retracted, or attempts to retract, undertakings under which
621 material technical, commercial, financial, corporate, relationship management, legal
622 or contractual issues were resolved during negotiations, Finance may choose not to
623 proceed with that Tenderer and/or exercise another right given by this RFT.
- 624 36.3 The reference to a time or date in this RFT does not create an obligation on the part
625 of Finance to take any action or create any right in any Tenderer that any action be
626 taken on the date established.
- 627 36.4 Finance may reject any Tender lodged by a Tenderer that is engaging, or has
628 engaged, in any conduct that contravenes any laws or contravenes the conditions as
629 set out in this RFT.

INFORMATION MANAGEMENT

37 Commonwealth's Confidential Information

- 630 37.1 Tenderers should not, except in accordance with clause 37.2:
631 37.1.1 directly or indirectly copy or record; or
632 37.1.2 disclose to any person,
633 any information that is confidential information of the Commonwealth, Finance, an
634 Agency, or a third party acquired or obtained by a Tenderer in the course of preparing
635 its Tender, or any documents, data or information provided by Finance and which
636 Finance indicates is confidential or which Tenderers know or ought reasonably to
637 know is confidential.
- 638 37.2 Tenderers may only copy, record or disclose information referred to in clause 37.1 to,
639 Tenderer Personnel, a Related Body Corporate, or an officer, employee, or contractor
640 of a Related Body Corporate, or a person assisting the Tenderer, to the extent that

641 the person to whom that information is disclosed needs to know the information for
642 the purposes of the Tenderer:

643 37.2.1 determining whether to respond to this RFT;

644 37.2.2 responding to this RFT; or

645 37.2.3 negotiating any Deed of Standing Offer arising out of this RFT,

646 and provided that the Tenderer obtains from such other person an undertaking for, or
647 the person is otherwise subject to, the same obligations of confidentiality as are
648 applicable to the Tenderer in accordance with this clause 37.

649 37.3 Finance may, in its sole and absolute discretion, exclude from further consideration
650 any Tender lodged by a Tenderer who has engaged in any behaviour contrary to
651 clauses 37.1 or 37.2.

38 Tenderer's Confidential Information

652 38.1 Subject to clauses 38.2 and 38.3, for the duration of this RFT process until the
653 execution of a Deed of Standing Offer with the Successful Tenderer(s), Finance will
654 treat as confidential any information that is identified under clause 38.4.

655 38.2 Finance will not be taken to have breached any obligation to keep confidential
656 information provided by Tenderers to the extent that the information:

657 38.2.1 is disclosed by Finance or an Agency to its advisers, officers, employees or
658 contractors, in order to conduct this RFT process or to prepare, manage
659 and review the performance and implementation of any resultant Deed of
660 Standing Offer;

661 38.2.2 is disclosed to Finance's internal management and senior personnel, to
662 enable effective management or auditing of this RFT process;

663 38.2.3 is disclosed by Finance to the Minister for Finance and Deregulation,
664 Cabinet or a responsible Minister for an Agency;

665 38.2.4 is disclosed by an Agency to the responsible Minister for that Agency;

666 38.2.5 is disclosed by Finance or an Agency in response to a request made by a
667 House or a Committee of the Parliament of the Commonwealth of Australia
668 or a Parliament of a State or Territory;

669 38.2.6 is disclosed by Finance or an Agency in response to a request made by the
670 Auditor-General (or a State and Territory equivalent), or by a person
671 authorised by the Auditor-General;

672 38.2.7 is shared by Finance within Finance's organisation, or with another Agency
673 if this serves the Commonwealth's legitimate interests;

674 38.2.8 is shared by an Agency within that Agency's organisation, if this serves the
675 legitimate interests of that Agency;

676 38.2.9 is authorised or required by law to be disclosed; or

677 38.2.10 is in the public domain otherwise than due to a breach of the relevant
678 obligations of confidentiality.

679 38.3 Finance's obligation to keep Tenderer information confidential will not be breached if
680 the information is disclosed by Finance to the appropriate regulatory authority
681 because of suspected collusive or anti-competitive behaviour.

682 38.4 If a Tenderer wishes for information:

683 38.4.1 contained in their Tender;

- 684 38.4.2 provided otherwise in connection with this RFT; or
685 38.4.3 contained in, or obtained or generated in performing, any resultant Deed of
686 Standing Offer,
687 to be protected as confidential information following the entering into of a Deed of
688 Standing Offer with a Successful Tenderer, the Tenderer should clearly identify in
689 their Tender, in the response table provided in Part E5 – Confidential Information, the
690 information and reasons why they consider it should be protected as confidential
691 information.
- 692 38.5 Following the entering into of any Deed of Standing Offer(s), Finance will only keep
693 information contained in the Successful Tenderer's Tender, or contained in, or
694 obtained or generated in performing, any Deed of Standing Offer or Contract entered
695 into with the Successful Tenderer(s) confidential in accordance with the terms of the
696 relevant Deed of Standing Offer and Contract.
- 697 38.6 In considering whether to agree to keep information confidential under any resultant
698 Deed of Standing Offer, Finance will have regard to the matters covered by *Guidance*
699 *on Confidentiality in Procurement, Finance Management Guidance No. 3, July 2007*
700 which is available at [http://www.finance.gov.au/publications/fmg-series/03-guidance-](http://www.finance.gov.au/publications/fmg-series/03-guidance-on-confidentiality-in-procurement.html)
701 [on-confidentiality-in-procurement.html](http://www.finance.gov.au/publications/fmg-series/03-guidance-on-confidentiality-in-procurement.html).

39 Use of Tender Documents

- 702 39.1 Subject to clause 40, Tenderers submit Tenders on the basis that all electronic and
703 paper copies of Tenders and any other documentation provided by Tenderers to
704 Finance will become the property of Finance upon lodgement or provision to Finance.
- 705 39.2 Finance will retain all documents submitted in response to this RFT:
- 706 39.2.1 to enable evaluation of Tenders;
- 707 39.2.2 to comply with obligations relating to accountability and record keeping;
- 708 39.2.3 for the purposes of this RFT process and the preparation and management
709 of any resultant contract; and
- 710 39.2.4 for any other purpose permitted by this RFT.

40 Intellectual Property in Tenders

- 711 40.1 Intellectual Property rights that exist in a Tender remain the property of the Tenderer.
- 712 40.2 Each Tenderer licenses Finance and Agencies, and their officers, employees, agents,
713 advisers, Ministers and their staff and other government representatives, to use,
714 copy, adapt, modify, or disclose all or part of its Tender or do anything else to all
715 material, including material which is subject to Intellectual Property rights of the
716 Tenderer or any other person, contained in the Tender which Finance considers
717 necessary for the purpose of:
- 718 40.2.1 evaluating and clarifying their Tender;
- 719 40.2.2 evaluating any subsequent offer;
- 720 40.2.3 negotiating any resultant Deed of Standing Offer;
- 721 40.2.4 managing any resultant Deed of Standing Offer (including any Contracts
722 placed under the Deed of Standing Offer) with a Successful Tenderer(s) (if
723 any);
- 724 40.2.5 referring any material suggesting collusion by Tenderers to the Australian
725 Competition and Consumer Commission (**ACCC**) and the use by the ACCC
726 of that material to conduct any review it deems necessary; and

727 40.2.6 anything else related to the above purposes, including audit and complying
728 with governmental and parliamentary reporting requirements including
729 requests for information by Parliament or Parliamentary Committees, the
730 Auditor-General or the Australian National Audit Office.

41 Return of Information

731 41.1 Finance may require at any stage that all written or recorded information (whether
732 confidential or otherwise and without regard to the type of media on which such
733 information was provided to any Tenderer) provided to any Tenderer (and all copies
734 of such information made by any Tenderer) be:

735 41.1.1 returned to Finance - in which case that Tenderer must promptly return all
736 such information to the address specified by Finance; or

737 41.1.2 destroyed - in which case that Tenderer must promptly destroy all such
738 information in accordance with any specific instructions from Finance and
739 provide Finance with written certification that the information has been
740 destroyed in the manner specified (if any),

741 provided that Tenderers may retain one copy, as required by legal, regulatory,
742 insurance or professional standards obligations.

42 Conflicts of Interest

743 42.1 Tenderers must disclose all Conflicts of Interest (if any) that may arise at any time
744 prior to entering into a Deed of Standing Offer in relation to this RFT and its Tender,
745 Tenderer Personnel and any Related Body Corporate having made all reasonable
746 enquiries at the time of lodging their Tender.

747 42.2 A Conflict of Interest means any known actual, potential or perceived conflict
748 between:

749 (a) the duty that the Tenderer, Tenderer Personnel and any Related Body
750 Corporate will have to Finance or an Agency; and

751 (b) either:

752 (i) the personal interests of the Tenderer, Tenderer Personnel or a
753 Related Body Corporate; or

754 (ii) the duty of the Tenderer, Tenderer Personnel or a Related Body
755 Corporate to another person or entity.

756 42.3 A Conflict of Interest may exist if:

757 42.3.1 the Tenderer, Tenderer Personnel or a Related Body Corporate have a
758 relationship (whether professional, commercial or personal) with Finance
759 personnel or any of the advisers engaged by either Finance or an Agency
760 who are involved in the evaluation of Tenders;

761 42.3.2 the Tenderer, Tenderer Personnel or a Related Body Corporate have a
762 relationship with, and obligations to, an organisation which would, or would
763 appear to, affect the ability of the Tenderer to provide the TOMS or would
764 bring disrepute to or embarrass Finance or the Commonwealth; or

765 42.3.3 the Tenderer, Tenderer Personnel or a Related Body Corporate have a
766 relationship which could affect Finance's or the Commonwealth's security.

767 42.4 A Conflict of Interest includes a financial or corporate relationship between a
768 Tenderer, Tenderer Personnel or a Related Body Corporate which may influence or
769 appear to influence, a decision made by a Tenderer, or their capacity to make

770 independent decisions, in the best interest of the Commonwealth and an Agency, in
771 performing the Deed of Standing Offer or a Contract.

772 42.5 Tenderers must notify Finance as soon as practicable after becoming aware of a
773 Conflict of Interest at any time prior to entering into a Deed of Standing Offer or the
774 termination of this RFT process.

775 42.6 If the Tenderer, any Tenderer Personnel or a Related Body Corporate has or may
776 have a Conflict of Interest, Finance may, at its discretion:

777 42.6.1 impose conditions on the Tenderer for the management of the Conflict of
778 Interest; or

779 42.6.2 take any other action which it considers appropriate for the management of
780 the Conflict of Interest.

781 42.7 If the Tenderer is unable or unwilling to comply with the conditions imposed under this
782 clause 42 or otherwise resolve the Conflict of Interest in a manner satisfactory to
783 Finance, Finance may, at its discretion, exclude the Tender from further consideration
784 at any time.

43 Subcontracting

785 43.1 Tenderers should note that they are required to provide details of any subcontractor
786 they propose to use in providing TOMS in Part E2 – Tenderer's Details.

787 43.2 Finance and any Customer under any Deed of Standing Offer or Contract may be
788 required to report the details of any subcontractors engaged by the Tenderer.
789 Tenderers are required to agree to the public disclosure of the name and details of
790 any subcontracts and subcontractors engaged to provide the TOMS in the Tenderer's
791 Declaration at Part E3 – Tenderer's Declaration.

792 43.3 It is the Tenderer's responsibility to obtain the subcontractor's agreement to the
793 disclosure of its information.

794 43.4 When the Tenderer tenders as a Prime Contractor:

795 43.4.1 if successful, the Prime Contractor will be the sole party to the Deed of
796 Standing Offer and any Contract entered into under the Deed of Standing
797 Offer and be solely responsible for delivering TOMS;

798 43.4.2 the Prime Contractor will be responsible for managing the delivery of
799 TOMS;

800 43.4.3 the Prime Contractor will be treated as the Tenderer and details requested
801 in respect of the Tenderer should be provided in respect of the Prime
802 Contractor;

803 43.4.4 the Tenderer should provide details of the arrangements for managing
804 subcontracts and which services or capabilities are to be provided by which
805 subcontractor;

806 43.4.5 Finance's consent will be required for the appointment of subcontractors,
807 other than those identified in the Tender; and

808 43.4.6 the Prime Contractor will be responsible for ensuring that all subcontractors
809 are aware of their contractual obligations to the Commonwealth and that all
810 Commonwealth rights apply to all subcontractors.

811 43.5 Finance reserves the right to deal directly with all or any of the subcontractors of a
812 Prime Contractor if and when it is deemed necessary for the purposes of this RFT.

44 Restrictions on Public Statements

813 44.1 Tenderers should not, at any time during this RFT process or subsequently, make
814 any public statement (including by means of advertisement or otherwise) in regard to
815 this RFT process, without obtaining Finance's prior written approval.

816 44.2 For the avoidance of doubt, participation in this RFT process does not limit a
817 Tenderer's rights to enter into public debate or criticism of the Australian Government,
818 its agencies, or personnel.

45 Restrictions on Advertising

819 45.1 Tenderers should not, at any time during this RFT process or subsequently, publish
820 any statement (by means of advertisement or otherwise) making any reference to
821 Finance in connection with this RFT process or any ensuing Deed of Standing Offer,
822 without first having obtained Finance's agreement in writing.

POLICY AND LAW

46 Governing Law

823 46.1 This RFT is to be construed in accordance with, and any matter related to it is to be
824 governed by, the law of the Australian Capital Territory. The courts of the Australian
825 Capital Territory have non-exclusive jurisdiction to decide any matter related to this
826 RFT.

47 Application of Law and Commonwealth Policy

827 47.1 All suppliers of goods and services, including subcontractors, to an Agency should
828 comply with, and not be in breach of, the requirements of all applicable legislation and
829 policies.

830 47.2 Each Tenderer should also familiarise itself with Commonwealth or other government
831 policies as applicable to Agencies who may access any Panel established as a result
832 of this RFT.

48 GST

833 48.1 Under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**),
834 Agencies are each treated as an enterprise. This means that Agencies are liable for
835 GST on any taxable supply they make and may be entitled to claim input tax credits
836 for their creditable acquisitions.

837 48.2 The implications of the GST Act for the Tenderer include:

838 48.2.1 all prices included in the Tender must include GST (unless the supply is
839 GST-free or input taxed under the GST Act) and must also indicate (in
840 brackets or otherwise) the total amount of GST included in the prices; and

841 48.2.2 the Deed of Standing Offer and any Contracts must include GST in their
842 pricing (unless the supply is GST-free or input taxed under the GST Act).

843 48.3 Each Tenderer should obtain, and will be deemed to have obtained, its own tax
844 advice.

49 Equal Opportunity for Women

845 49.1 The Commonwealth will not enter into contracts for purchase of goods or services
846 from suppliers who do not comply with their obligations, if any, under the *Equal
847 Opportunity for Women in the Workplace Act 1999* (Cth).

848 49.2 Tenderers should comply with their obligations under the *Equal Opportunity for
849 Women in the Workplace Act 1999* (Cth), if any, and should not enter into any

850 subcontracting arrangements with a subcontractor named by the Director of Equal
851 Opportunity for Women in the Workplace as an employer currently not complying with
852 the *Equal Opportunity for Women in the Workplace Act 1999* (Cth).

853 49.3 If at the Closing Time, the Tenderer, or any other party the Tenderer proposes to
854 deliver any of the TOMS, is currently named as not complying with the *Equal*
855 *Opportunity for Women in the Workplace Act 1999* (Cth), its Tender may not be
856 considered unless, within 10 Business Days after the Closing Time, the Tenderer
857 produces to the Contact Officer written confirmation from the Equal Opportunity for
858 Women in the Workplace Agency that the Tenderer, or any other party the Tenderer
859 proposes to deliver any of the Tenderer's deliverables, currently complies with the
860 *Equal Opportunity for Women in the Workplace Act 1999* (Cth).

861 49.4 Each Tenderer should obtain, and will be deemed to have obtained, its own advice on
862 the impact of this legislation on its participation in this RFT process.

50 Prohibition on Illegal Workers

863 50.1 It is Australian Government policy not to contract with service providers that engage
864 Illegal Workers.

865 50.2 The Tenderer should not engage Illegal Workers to provide any of the TOMS under
866 any resultant Deed of Standing Offer or Contract.

51 Freedom of Information

867 51.1 The attention of Tenderers is drawn to the *Freedom of Information Act 1982* (Cth)
868 (**FOI Act**), which gives members of the public right of access to documents in the
869 possession of the Commonwealth.

870 51.2 Tenderers should obtain, and will be deemed to have obtained, their own
871 independent, professional advice on the impact of this legislation on their participation
872 in this RFT process. Tenderers should note that proposals have been made to
873 reform the FOI Act that, if made, may require Finance to publish certain information in
874 the possession of Panellists and their subcontractors on its website. Finance may
875 therefore require Panellists and their subcontractors to provide information necessary
876 to enable Finance to meet any reporting obligations it has under the FOI Act.

52 Auditor General

877 52.1 The Auditor-General has statutory powers to obtain information in respect of the
878 Commonwealth. The *Auditor General Act 1997* (Cth) provides the Auditor-General or
879 an authorised person with the power to require access to information, documents and
880 records, at all reasonable times.

881 52.2 Each Successful Tenderer (if any) will be required, if appropriate, to agree in the
882 Deed of Standing Offer to provide to the Auditor-General or an authorised person,
883 access to information, documents, records and Finance's or an Agency's assets,
884 including those on the Tenderer's premises. This access will be required, on giving
885 reasonable notice, for the purpose of carrying out the Auditor-General's functions,
886 and will be restricted to information and assets which are in the custody or control of
887 the Tenderer, its officers, employees, or agents, and which are related to the Deed of
888 Standing Offer or a Contract.

889 52.3 Such access will apply for the term of any Deed of Standing Offer entered into and for
890 a period of 7 years after the date of expiration or termination of the Deed of Standing
891 Offer or any Contract entered into under the Deed of Standing Offer.

53 Commonwealth Fair Work Policies

- 892 53.1 Tenderers should note that the Australian Government Fair Work Principles apply to
893 this procurement. More information on the Fair Work Principles and their associated
894 User Guide can be found at www.deewr.gov.au/fairworkprinciples.
- 895 53.2 To ensure that the Commonwealth only contracts with suppliers who meet legal
896 obligations to employees, the Commonwealth will not enter into any Deed of Standing
897 Offer with Tenderers or Contract with Panellists which do not comply with the Fair
898 Work Principles.
- 899 53.3 In particular, Tenderers should note that, in accordance with the Fair Work Principles,
900 the Commonwealth will not enter into any Deed of Standing Offer with a Tenderer or
901 Contract with a Panellist which:
- 902 53.3.1 fails, when required by the Commonwealth, to confirm that it understands
903 and complies with all relevant workplace relations law, occupational health
904 and safety law, or workers' compensation law;
- 905 53.3.2 is subject to an order from any Court or Tribunal, relating to a breach of
906 workplace relations law, occupational health and safety law, or workers'
907 compensation law, with which the Tenderer has not fully complied or is not
908 fully complying;
- 909 53.3.3 has a *Fair Work Act 2009* (Cth) agreement that was made on or after
910 1 January 2010 that does not include genuine dispute resolution
911 procedures; or
- 912 53.3.4 fails to provide information when requested by Finance relevant to its
913 compliance with the Fair Work Principles.
- 914 53.4 For the purposes of clause 53.3:
- 915 53.4.1 A **genuine dispute resolution procedure** is one which provides each of
916 the following processes to resolve workplace disputes:
- 917 (a) the ability for employees to appoint a representative in
918 relation to the dispute;
- 919 (b) in the first instance, procedures to resolve the dispute at the
920 workplace level;
- 921 (c) if a dispute is not resolved at the workplace level, the
922 capacity for a party to the dispute to refer the matter to an
923 independent third party for mediation or conciliation; and
- 924 (d) if the dispute is still not resolved, the capacity for an
925 independent third party to settle the dispute via a decision
926 binding on the parties.
- 927 53.4.2 A decision or order with which the Tenderer has not fully complied or is not
928 fully complying includes any relevant penalty or order of a Court or Tribunal,
929 but it does not include infringement notices issued by workplace inspectors
930 or provisional improvement notices issued by an occupational health and
931 safety inspector, or those instances where a penalty or a requirement has
932 been imposed but the period for payment/compliance has not expired.
- 933 53.5 To enable Finance to confirm the Tenderer's compliance with the relevant
934 requirements of the Fair Work Principles, the Tenderer must complete the relevant
935 parts of Part E3 – Tenderer's Declaration.

936 53.6 Each Tenderer should obtain, and will be deemed to have obtained, its own advice on
937 the impact of all laws relevant to the provision of the TOMS including all of the above
938 legislation and policies relevant to its participation in this RFT process.

54 Australian Industry Participation (AIP) Plan

939 54.1 Tenderers should note that the Australian Government Australian Industry
940 Participation (AIP) Plan policy applies to this tender process. More information on
941 AIP Plan requirements and the associated AIP Plan User Guide can be found at
942 <http://www.aip.gov.au>. Tenderers should refer to clause xx of Part H – Draft Deed of
943 Standing Offer which requires Tenderers to comply with the applicable policies and
944 obligations relating to AIP Plan policy.

55 Proceedings

945 55.1 Tenderers should disclose in their Tender any litigation, arbitration, mediation,
946 conciliation or proceeding, including any investigations (**Proceedings**), that are taking
947 place, pending or threatened, against the Tenderer (either in Australia or overseas) if
948 such Proceedings will or have the potential to impact adversely upon either:

949 55.1.1 the Tenderer's capacity to perform and fulfil its obligations if contracted as a
950 result of this RFT process; or

951 55.1.2 the Tenderer's reputation.

952 55.2 In circumstances in which there are no Proceedings as detailed in clause 55.1,
953 Tenderers should make a statement to this effect in their Tender.

954 55.3 Tenderers who fail to disclose Proceedings in accordance with clause 55.1 or who fail
955 to make a statement in accordance with clause 55.2 (as applicable) and are
956 subsequently found to have Proceedings that Finance considers should have been
957 disclosed, may be excluded from further consideration in this RFT process. If it is
958 found that a Panellist has Proceedings as detailed in clause 55.1 after they are
959 engaged under a Deed of Standing Offer, it may be grounds for immediate
960 termination of the Deed of Standing Offer.

56 Security

961 56.1 The Deed of Standing Offer will require Tenderers to comply with applicable policies
962 and obligations relating to security. Tenderers should familiarise themselves with
963 these policies.

57 Ethical Dealing

964 57.1 The Commonwealth's policy is to engage in the highest standards of ethical
965 behaviour and fair dealing throughout this RFT process. The Commonwealth
966 requires the same standards from those with whom it deals. Tenderers should not
967 act in an unethical or improper manner or contrary to any law.

968 57.2 Finance may exclude from consideration any Tenderer which, in Finance's
969 reasonable opinion, has engaged in any behaviour in an unethical or improper
970 manner or contrary to any law. Finance may refer the matter to the relevant
971 Commonwealth, State or Territory authorities. This right is in addition to any other
972 remedies Finance may have under law, or under or in relation to any Deed of
973 Standing Offer entered into with a Successful Tenderer.

58 False and Misleading Claims

974 58.1 Tenderers should not engage in misleading or deceptive conduct or make false or
975 misleading claims or statements in relation to their Tender or this RFT process.

- 976 58.2 If Finance has reasonable grounds to believe that a Tenderer has made false or
977 misleading claims or statements or has engaged in misleading or deceptive conduct,
978 Finance reserves the right to reject at any time, any Tender lodged by or on behalf of
979 that Tenderer.
- 980 58.3 Each Tenderer should note that giving false or misleading information to Finance is a
981 serious offence under Division 137 of the Schedule to the *Criminal Code Act 1995*
982 (Cth).

59 Anti-competitive Conduct

- 983 59.1 Tenderers and their respective officers, employees, agents and advisors should not
984 engage in any anti-competitive conduct, coercive conduct or any other unlawful or
985 unethical conduct that contravenes any law with any other Tenderer or any other
986 person in relation to the preparation of their Tender or this RFT process.
- 987 59.2 Tenderers should not engage in any collusive conduct including any consultation,
988 communication, contract, arrangement or understanding with any competitor other
989 than, and in accordance with, law:
- 990 59.2.1 when certain joint venture arrangements exist between the Tenderer and a
991 competitor;
- 992 59.2.2 when the Tenderer and a competitor have an agreement that has been
993 authorised by the ACCC; or
- 994 59.2.3 when the Tenderer has communicated with a competitor for the purpose of
995 subcontracting a portion of the TOMS, and provided that the communication
996 with that competitor is limited to the information required to facilitate that
997 particular subcontract.
- 998 59.3 To the extent not already disclosed in Part E2 – Tenderer's Details, Tenderers should
999 disclose and describe the full nature and extent of any informal or formal agreement,
1000 arrangement or relationship the Tenderer has with any third party that may also
1001 submit a Tender in response to this RFT in accordance with Part E2 – Tenderer's
1002 Details.
- 1003 59.4 In addition to any other remedies available under any law, Finance reserves the right,
1004 in its sole and absolute discretion, to exclude a Tenderer from further consideration
1005 under this RFT if the Tenderer, or any corporation or person, including directors or
1006 senior managers associated with their Tender, have ever contravened the anti-
1007 competitive conduct provisions of the *Trade Practices Act 1974* (Cth) or equivalent
1008 laws in Australia or overseas or otherwise engages or has engaged in collusive
1009 tendering, anti-competitive conduct or any other similar conduct in relation to the
1010 preparation of its Tender or this RFT process.

60 Unlawful Inducements

- 1011 60.1 Tenderers and their respective officers, employees, agents or advisers should not
1012 violate any applicable laws or Commonwealth policies regarding offering inducements
1013 in connection with the preparation of its Tender or this RFT process.
- 1014 60.2 In addition to any other remedies available under any law or any Deed of Standing
1015 Offer, Finance reserves the right, at its absolute discretion and at any time, to
1016 immediately reject any Tender lodged by a Tenderer that is violating or has violated
1017 any applicable laws or Commonwealth policies regarding the offering of inducements
1018 in connection with the preparation or lodgement of a Tender.
- 1019 60.3 Tenderers should not engage in, or procure or encourage others to engage in, activity
1020 that would result in a breach of the Lobbying Code of Conduct and *APSC Circular*

1021 2008/4: Requirements relating to the Lobbying Code of Conduct and post separation
1022 contact with Government.

61 Improper Assistance

- 1023 61.1 The Tenderer's Declaration at Part E3 – Tenderer's Declaration requires each
1024 Tenderer to arrange for a partner, director or other appropriately authorised officer to
1025 declare that the Tenderer's Tender has not been prepared with the improper
1026 assistance of any Commonwealth officer or employee or the use of any information
1027 obtained unlawfully or in circumstances that constitute a breach of confidentiality or
1028 fidelity on the part of that person or a breach of section 70 or 79 of the *Crimes Act*
1029 *1914* (Cth) or the *Public Service Act 1999* (Cth) or information otherwise improperly
1030 obtained from Finance or any other agency of the Commonwealth, or from an
1031 employee, ex-employee, contractor or ex-contractor of Finance or any other agency
1032 of the Commonwealth.
- 1033 61.2 Tenderers should not communicate with or solicit information concerning or directly
1034 relating to this RFT from employees, consultants, contractors, or former employees,
1035 consultants or contractors of Finance, other than the Contact Officer.
- 1036 61.3 In addition to any other remedies available under law or any contract, Finance
1037 reserves the right to reject at any time any Tender that has been compiled with the
1038 improper assistance of employees of Finance or other Agency, ex-employees of
1039 Finance or other Agency or contractors or ex-contractors of Finance or other Agency.

TENDER REQUIREMENTS

62 Tender Preparation

- 1040 62.1 Tenderers should follow the instructions and content and format requirements set out
1041 in this RFT when completing their Tender.
- 1042 62.2 When responding to Part E – Tenderer's Response and Declaration, Tenderers
1043 should not alter the format of the various response templates set out in Part E –
1044 Tenderer's Response and Declaration, and responses should be provided in the
1045 relevant field or grid without alteration (although column height and row width may be
1046 adjusted).
- 1047 62.3 Tenders should be provided in easily readable font, being at least 11 point font, and
1048 preferably 12 point font, if practicable.
- 1049 62.4 The provision of any general promotional statements or marketing information in the
1050 Tender is not encouraged and should in any event be clearly relevant to the Tenderer
1051 Response at Part E – Tenderer's Response and Declaration or the Evaluation
1052 Criteria.

63 Tender Responses

- 1053 63.1 Tenderers must complete and provide the information requested in Part E –
1054 Tenderer's Response and Declaration for the Mandatory Requirements in accordance
1055 with clause 64. Tenderers should complete and provide the information requested in
1056 Part E – Tenderer's Response and Declaration that are not Mandatory Requirements.

64 Mandatory Requirements

- 1057 64.1 All Tenders must meet the Mandatory Requirements specified in Part C – Mandatory
1058 Requirements. The Mandatory Requirements consist of Minimum Content, Format
1059 and Lodgement Requirements.

65 Pricing and Price Basis

- 1060 65.1 Prices should be provided as a separate document in accordance with the Pricing
1061 Response at Part E6 – Pricing Information.

66 Best Offer

- 1062 66.1 Tenderers should note that Finance intends to select Preferred Tenderer(s) (if any) on
1063 the basis of the written Tenders submitted. Accordingly, Tenderers are encouraged
1064 to submit their best and unconditional offers in the first instance.
- 1065 66.2 By submitting its Tender, each Tenderer acknowledges that Finance will be relying on
1066 all of the information contained, and all of the representations made, in its Tender and
1067 any subsequent written and/or verbal clarifications of that Tender.

67 Insurance

- 1068 67.1 Tenderers will be required to hold, before any resultant Deed of Standing Offer is
1069 entered into, and maintain for the period referred to in the Deed of Standing Offer,
1070 insurance arrangements which meet the minimum levels set out Part E2 – Tenderer's
1071 Details.
- 1072 67.2 Any additional insurance required for the provision of a specific service will be
1073 detailed in the relevant Work order.

68 Joint or Part Tenders

- 1074 68.1 Finance will not accept joint Tenders submitted by two or more legal entities unless
1075 one of them is nominated to be the Prime Contractor in accordance with this RFT.
- 1076 68.2 Finance will accept a Tender for only part of the Services if the Tender meets the
1077 requirements outlined in Part F – Statement of Requirements.
- 1078 68.3 Finance will not consider a Tender unless the Tenderer is a legal entity as at the
1079 Closing Time.

69 Alternative Proposals

- 1080 69.1 A Tenderer may offer an Alternative Proposal in addition to a Tender that complies
1081 with the requirements of this RFT.
- 1082 69.2 Finance reserves the right to consider Alternative Proposals at its sole discretion.
1083 Finance is under no obligation to consider any Alternative Proposal.

EVALUATION PROCESS

70 Tender Evaluation

- 1084 70.1 Tenders will be evaluated on the basis of value for money consistent with
1085 Commonwealth procurement policies, by use of the process and Evaluation Criteria
1086 set out in PART D – EVALUATION. Value for money is a comprehensive
1087 assessment that takes into account both cost represented by the price assessment
1088 and value represented by the technical and commercial/compliance assessments in
1089 the context of the risk profile presented by the Tender. Neither the lowest priced
1090 Tender, nor any Tender, will necessarily be accepted by Finance for inclusion in the
1091 Panel.
- 1092 70.2 Finance will evaluate Tenders according to its assessment of relative value for money
1093 and decide which Tenderers (if any) should be named as Preferred Tenderers for the
1094 purpose of forming the Panel.
- 1095 70.3 Finance may:

- 1096 70.3.1 consider additional information not provided by a Tenderer related to any
1097 Evaluation Criteria or items;
- 1098 70.3.2 use material tendered in response to one evaluation criterion in the
1099 evaluation of other criteria; and
- 1100 70.3.3 subject to its Intellectual Property obligations and obligations in respect of
1101 confidential information, use material tendered by the Tenderer in any other
1102 request for tender process conducted by Finance for purposes consistent
1103 with Finance's procurement objectives.
- 1104 70.4 If additional Evaluation Criteria are to be applied for the purposes of evaluation,
1105 Finance will notify Tenderers, in accordance with clause 31, and Tenderers will be
1106 given an opportunity to provide additional information in relation to that new
1107 Evaluation Criteria.

71 Interviews

- 1108 71.1 As part of the Tender evaluation process, Finance may conduct interviews with one or
1109 more Tenderers. Tenderers will be notified of any requirements for interviews prior to
1110 the interviews being conducted.
- 1111 71.2 At the interview, the Finance interviewers may ask questions relevant to the
1112 Evaluation Criteria, any issue arising out of the Tenderer's Tender, referees' reports,
1113 site visits or in relation to any issues arising at the interview.
- 1114 71.3 The extent to which the Tenderer complies with requests for interviews in accordance
1115 with clause 71.1, and the Tenderer's responses to questions in accordance with
1116 clause 71.2, will be taken into account by Finance in its consideration of assessment
1117 of the Tenderer against the Evaluation Criteria. Finance will use any written record of
1118 the interview, and views formed by interviewers during the interview, in the evaluation
1119 of the Tender.

72 References and Site Visits

- 1120 72.1 Tenderers should provide the names and contact details of at least three referees in
1121 accordance with the relevant sheet of the Technical Capability and Experience
1122 Templates at Attachment A, with experience of the Tenderer's services within the
1123 previous 24 months, who could be contacted by Finance, if it so requires.
- 1124 72.2 Finance may ask referees about any aspect of the Tenderer's products, services or
1125 performance relevant to this RFT and the Evaluation Criteria. Finance may, at its
1126 sole and absolute discretion, contact any other persons to whom the Tenderer has
1127 provided goods or services who have not been nominated by the Tenderer.
- 1128 72.3 Tenderers may nominate an officer or employee of the Commonwealth as a referee,
1129 except when that officer or employee is involved in the assessment or evaluation of
1130 Tenders in respect of this RFT. To avoid this circumstance arising, Tenderers should,
1131 prior to nominating a Commonwealth officer or employee as a referee, seek the
1132 approval of that officer or employee.
- 1133 72.4 The Tender evaluation process may involve:
- 1134 72.4.1 visits to some or all Tenderers' sites or sites of customers of the Tenderer
1135 at or to which the Tenderer provides goods or services similar to the TOMS;
- 1136 72.4.2 demonstrations and/or testing of Equipment or systems that are proposed
1137 as, or proposed to be used in connection with, the TOMS; or

1138 72.4.3 discussions with, and/or visits to, customers or subcontractors of some or
1139 all Tenderers, whether or not the customers are provided as referees by the
1140 relevant Tenderer.

1141 72.5 Finance may also make independent enquiries about any matters that may be
1142 relevant to the evaluation of a Tender.

73 Financial Viability and Cost Checks

1143 73.1 Tenderers should provide the information set out in Part E2 – Tenderer's Details,
1144 item 2, to allow Finance to assess the financial viability of the Tenderer. Finance may
1145 conduct an independent financial assessment of the Tenderer by engagement of a
1146 third party.

1147 73.2 If in Finance's opinion, a Tenderer has not provided sufficient information in
1148 accordance with this RFT to allow Finance to determine whether the tendered price
1149 constitutes value for money for Finance, Finance may, in its absolute discretion,
1150 conduct a cost investigation of tendered prices.

1151 73.3 The financial viability assessment under clause 73.1 and cost investigation under
1152 clause 73.2 may be conducted at any time prior to selection of any Preferred
1153 Tenderer or prior to signature of any resultant Deed of Standing Offer. On request by
1154 Finance, the Tenderer must facilitate any cost investigation under clause 73.1 or
1155 financial viability assessment conducted under clause 73.2.

1156 73.4 The Tenderer must, for the purpose of this clause 73 and on request by Finance:

1157 73.4.1 allow access for Finance to Tenderer and Related Body Corporate officers,
1158 employees, agents and advisers relevant to the matters referred to in this
1159 clause 73; and

1160 73.4.2 provide detailed information in response to any requests from Finance in
1161 connection with the matters referred to in this clause 73, including
1162 information which will allow a breakdown of the Tenderer's prices and
1163 costs.

74 Security, Probity and Other Checks

1164 74.1 Finance may perform such security, regulatory and probity investigations and
1165 procedures as Finance may determine to be necessary.

1166 74.2 Tenderers must promptly provide Finance with such information or documentation as
1167 Finance requires in order to undertake such checks and procedures. Finance may
1168 exclude a Tender from further consideration if the Tenderer does not promptly provide
1169 all reasonable assistance to Finance in this regard, or as a result of information
1170 obtained from the outcomes of the checks or procedures.

1171 74.3 Without limiting clause 74.1, Finance may conduct criminal history checks, and/or
1172 checks with regulatory agencies (including the Australian Securities and Investment
1173 Commission, the ACCC and State and Territory authorities) on the Tenderer and its
1174 proposed personnel and on proposed subcontractors and Related Bodies Corporate
1175 and each of their personnel, if Finance considers that the results may affect any
1176 aspect of the assessment of the Tender against the Evaluation Criteria.

75 Tender Clarification

1177 75.1 Finance may, at any stage during the evaluation process, ask a Tenderer to clarify
1178 information with respect to any aspect of its Tender.

1179 75.2 Failure to respond to a request for clarification in the manner requested may have an
1180 adverse impact on the evaluation of the affected Tender.

- 1181 75.3 Tenderers may not improve their bid in clarification.
- 1182 75.4 Finance is not under any obligation to consider any corrections or additional
1183 information lodged or provided in response to a request for clarification. Finance will
1184 only consider the material if it considers it appropriate to do so.

76 Negotiations

- 1185 76.1 Without limiting its other rights, if it is in the public interest to do so in order to
1186 maximise value for money for the Commonwealth, Finance may conduct negotiations
1187 with any or all of the Tenderers (including, without limitation, in relation to fees, scope
1188 of TOMS, terms and conditions of the Deed of Standing Offer or any other matter)
1189 after the Closing Time.
- 1190 76.2 Finance may seek variations to an offer or may seek supplementary offers in respect
1191 of any changes to the originally stated requirements, Finance may enter into any such
1192 discussions and negotiations in its sole and absolute discretion. Finance may deal
1193 with any Tenderer as it sees fit without the need to correspond with the other
1194 Tenderers during this period.
- 1195 76.3 All communications between Finance and the Preferred Tenderer(s) (if any) during
1196 the negotiations must be kept confidential by the Preferred Tenderer(s).

77 Notification of Unsuccessful Tenderers

- 1197 77.1 A Tenderer will be notified in writing if its Tender is unsuccessful.

78 Debriefing

- 1198 78.1 All Tenderers (whether successful or unsuccessful) will be notified of the final
1199 decision and may request a Tender debriefing. Tenderers requesting a debriefing
1200 should contact the Contact Officer specified in clause 5.1. Finance will advise
1201 Tenderers of the time and location for any debriefing. Any request for a debriefing
1202 should be received within 30 Business Days of the notification.
- 1203 78.2 Tenderers will be debriefed against the Tender Evaluation Criteria contained in Part D
1204 – Evaluation. A Tenderer will not be provided with information concerning other
1205 Tenders, except for publicly available information. No comparisons with other
1206 Tenders will be made.

79 Minimum Content, Format and Lodgement Requirements

- 1207 79.1 The Minimum Content, Format and Lodgement Requirements are mandatory
1208 minimum requirements that must be met in order for a Tender to be considered by
1209 Finance.
- 1210 79.2 Subject to clause 21 of Part B of this RFT, Finance will exclude a Tender from further
1211 consideration if Finance considers that the Tender does not comply with the Minimum
1212 Content, Format and Lodgement Requirements.
- 1213 79.3 If a Tender is excluded from consideration for failure to meet any Minimum Content,
1214 Format or Lodgement Requirement, the Tenderer will be advised in writing that the
1215 Tender has been set aside for this reason.
- 1216 79.4 The Minimum Format Requirements are:
- 1217 79.4.1 the Tender must be written in English;
- 1218 79.4.2 all tendered prices in the Tender must be in Australian dollars;
- 1219 79.5 The Minimum Content Requirements are:
- 1220 79.5.1 the Tenderer must include a completed Tenderer's Details substantially in
1221 the form set out at Part E2 – Tenderer's Details as part of its Tender;
- 1222 79.5.2 the Tenderer must include a completed and duly signed statutory
1223 declaration substantially in the form of Part E3 – Tenderer's Declaration;
- 1224 79.5.3 the Tenderer must include a completed Statement of Compliance
1225 substantially in the form of Part E4 – Statement of Compliance; and
- 1226 79.6 The Minimum Lodgement Requirements are:
- 1227 79.6.1 the Tenderer must lodge its Tender electronically via AusTender and in
1228 accordance with clauses 14, 15 and 20 of Part B of this RFT.

80 Overview

- 1229 80.1 Following the Closing Time, Tenders will be downloaded by Finance from AusTender
1230 and evaluated in the manner described in this Part D - Evaluation.
- 1231 80.2 Finance intends to undertake evaluation by use of a three stage process:
- 1232 1. Initial Screening
- 1233 2. Detailed Evaluation
- 1234 3. Value For Money
- 1235 80.3 The information set out in this Part D is intended to summarise Finance’s intention for
1236 the stages of the evaluation process. It does not contain complete details of all
1237 processes that may be undertaken by Finance. Finance will, at its sole and absolute
1238 discretion, structure or restructure the evaluation process and the methods and
1239 procedures by which the evaluation is conducted, in a manner which it considers will
1240 most effectively and efficiently achieve the outcome of this RFT process.
- 1241 80.4 Finance may determine that one or more Tenderers be awarded Preferred Tenderer
1242 status on the basis of both assessment in isolation and a comparative analysis, if it
1243 forms the view that those Tenderers may provide value for money to the
1244 Commonwealth.
- 1245 80.5 Tenderers should note that selection as a Preferred Tenderer or entry into a Deed of
1246 Standing Offer does not mean that the Tenderer has a Contract to supply TOMS to
1247 the Commonwealth.

81 Stage 1 - Initial Screening

- 1248 81.1 Each Tender will be initially assessed to ensure that the Tender meets the Mandatory
1249 Requirements specified in Part C.
- 1250 81.2 A failure to meet any of the Mandatory Requirements will, subject to correction of any
1251 unintentional error of form, result in Finance excluding the Tender from further
1252 evaluation. Late Tenders will not be admitted to the Tender evaluation process
1253 except when the late submission is solely due to mishandling by Finance.
- 1254 81.3 Finance may also exclude Tenders that are:
- 1255 81.3.1 incomplete (ie the Tenderer has not provided sufficient detail in their Tender
1256 to ensure that the Commonwealth has a clear understanding of their offer);
1257 and
- 1258 81.3.2 clearly un-competitive.

82 Stage 2 - Detailed Evaluation

- 1259 82.1 Detailed evaluation of remaining Tenders will be undertaken by Finance against the
1260 Evaluation Criteria. This will include evaluation of:
- 1261 82.1.1 technical capability - An assessment of the Tender against the technical
1262 Evaluation Criteria;
- 1263 82.1.2 commercial capability and compliance - An assessment of the Tender
1264 against the commercial and compliance Evaluation Criteria; and
- 1265 82.1.3 pricing - An assessment of the tendered prices and pricing structure against
1266 the pricing Evaluation Criterion.

1267 82.2 Finance may also make independent enquiries about any matter which may be
1268 relevant to the evaluation of a Tender.

1269 82.3 Finance will determine which Tenders are likely to best meet agency requirements.
1270 The other Tenders may be set aside. In considering whether any Tenders should be
1271 set aside, Finance will have regard to the results of the detailed evaluation and size
1272 and composition of the Panel.

83 Stage 3 - Value for Money

1273 83.1 Finance will consider the technical, and commercial and compliance assessments for
1274 each remaining Tender, and the assessment of tendered prices and risk, to determine
1275 if the Tender will provide value for money to agencies. In forming a view as to which
1276 Tenders represent value for money, Finance may consider the size and composition
1277 of the Panel.

84 Reservation of rights

1278 84.1 Finance reserves the right to conduct some or all of the above processes at the same
1279 time or in a different order to that stated or to change its evaluation process at any
1280 time if it believes that is necessary in order to ensure that an appropriate value for
1281 money assessment is undertaken.

1282 84.2 Finance reserves the right to set aside or reject a Tender at any time on the basis that
1283 it has become clear to Finance that the Tenderer has not provided adequate
1284 information or there are other reasons (including technical, financial, commercial,
1285 legal or risk related reasons) why the Tenderer will not be selected for inclusion on
1286 the Panel. However, Finance may still consider such Tenders and seek clarification
1287 from the Tenderer in accordance with clause 75 of Part B – Conditions of Tender.

85 Evaluation Criteria

1288 85.1 Remaining Tenders will be evaluated using the Evaluation Criteria. The Evaluation
1289 Criteria in Table 2 are not specified in any order of importance. If any additional or
1290 modified criteria are intended to be applied in evaluating Tenders, Finance will notify
1291 Tenderers and they will be given an opportunity to respond to the additional or
1292 modified criteria in accordance with clause 70.4 of Part B – Conditions of Tender..

1293 85.2 Finance may take into account information provided by a Tenderer in response to one
1294 criterion in its evaluation of another criterion.

1295

Table 2 - Evaluation Criteria

Criteria ID	Evaluation Category	Criteria ID	Evaluation Criteria
1	Technical Capability	1.1	The extent to which the Tenderer demonstrates technical capability to deliver the Tendered Services in line with the relevant requirements in Part F – Statement of Requirements.
		1.2	The extent to which the Tenderer demonstrates its proven track record in delivering services similar to the Tendered Services, in similar environments and to a high standard of quality.
		1.3	The extent to which the Tenderer demonstrates it has appropriately skilled staff available to deliver the Tendered Services.
2	Commercial Capability	2.1	The extent to which the Tenderer demonstrates that it has the commercial and managerial capability, capacity and resources to deliver the Tendered Services.
		2.2	The extent to which the Tenderer demonstrates that it has the financial capability, capacity and resources to deliver the Tendered Services.
3	Compliance	3.1	The extent to which the Tenderer complies with the relevant requirements of the RFT, including: <ul style="list-style-type: none">• Part H – draft Deed of Standing Offer• Requirements relevant to the Tendered Services from Part F – Statement of Requirements.
4	Pricing	4.1	The extent to which the prices, Pass-through Margins and discounts tendered in response to Part E6 – Pricing Information contribute to value for money for the Commonwealth.

Part E – Tenderer’s Response and Declaration

86 Content of a Conforming Tender

- 1296 86.1 A conforming Tender will consist of:
- 1297 86.1.1 A Cover Sheet in accordance with Part E1
- 1298 86.1.2 Tenderer's Details in accordance with Part E2
- 1299 86.1.3 A Tenderer's Declaration in accordance with Part E3
- 1300 86.1.4 A Statement of Compliance in accordance with Part E4
- 1301 86.1.5 Details of Confidential Information in accordance with Part E5
- 1302 86.1.6 Reference Details in accordance with Part E6
- 1303 86.1.7 Pricing Information in accordance with Part E7
- 1304 86.1.8 Technical and Other Information in accordance with Part E8

87 Information Required to Satisfy Evaluation Criteria

- 1305 87.1 Whilst Finance may use information from any part of a Tender in the assessment of
- 1306 any Evaluation Criteria, Finance intends to principally assess Tenderers' performance
- 1307 against each of the Evaluation Criteria as set out in the following Table 3.
- 1308 Accordingly, Tenderers should provide sufficient information in the nominated parts of
- 1309 their Tender to enable Finance to evaluate their Tender against each of the
- 1310 Evaluation Criteria identified in Part D - Evaluation.

Table 3 - Content required for assessment of Evaluation Criteria

Evaluation Category	Evaluation Criteria	Information to be provided by Tenderer	Location of information in Tender
Technical Capability	The extent to which the Tenderer demonstrates technical capability to deliver the Tendered Services in line with the relevant requirements in Part F – Statement of Requirements.	Information requested with respect to: Part E4 – Statement of Compliance; Part E7 – Technical and other Information; and Part E6 - Reference Details	Part E4 – Statement of Compliance Part E7 – Technical and other Information Part E6 - Reference Details
	The extent to which the Tenderer demonstrates its proven track record in delivering services similar to the Tendered Services, in similar environments and to a high standard of quality.	Information requested with respect to: Part E4 – Statement of Compliance; Part E7 – Technical and other Information; and Part E6 - Reference Details	Part E4 – Statement of Compliance Part E7 – Technical and other Information Part E6 - Reference Details
	The extent to which the Tenderer demonstrates it has appropriately skilled staff available to deliver the Tendered Services.	Information requested with respect to: Part E7 – Technical and other Information; and Part E6 - Reference Details	Part E7 – Technical and other Information Part E6 - Reference Details

Commercial Capability	The extent to which the Tenderer demonstrates that it has the commercial and managerial capability, capacity and resources to deliver the Tendered Services.	Information requested with respect to: Part E2 – Tenderer's Details; Part E7 – Technical and other Information; and Part E6 - Reference Details	Part E2 – Tenderer's Details Part E6 - Reference Details Part E7 – Technical and other Information
	The extent to which the Tenderer demonstrates that it has the financial capability, capacity and resources to deliver the Tendered Services.	Information requested with respect to: Part E2 – Tenderer's Details; and Part E6 - Reference Details	Part E2 – Tenderer's Details Part E6 - Reference Details
Compliance	The extent to which the Tenderer complies with the relevant requirements of the RFT, including: <ul style="list-style-type: none"> • Part H – draft Deed of Standing Offer • Requirements relevant to the Tendered Services from Part F – Statement of Requirements. 	Information requested with respect to: Part E3 – Tenderer's Declaration; Part E2 – Tenderer's Details; Part E4 – Statement of Compliance; Part E5 – Confidential Information; Part E6 – Pricing Information; and Part E7 – Technical and other Information	Part E2 – Tenderer's Details Part E3 – Tenderer's Declaration Part E4 – Statement of Compliance Part E5 – Confidential Information Part E6 – Pricing Information Part E7 – Technical and other Information
Pricing	The extent to which the prices, Pass-through Margins and discounts tendered in response to Part E6 – Pricing Information contribute to value for money for the Commonwealth.	Information requested with respect to: Part E6 – Pricing Information	Part E6 – Pricing Information

1312 **Department of Finance and Deregulation**

1313 **Request for Tender for the Provision of Telecommunications Operational Management**
1314 **Services**

1315 Reference: RFT FIN10/AGI005

1316 **RFT Closing Time: 2.00pm Australian Capital Territory local time on xxth xxx 2010**

1317 **Tender Lodgement: AusTender RFT FIN10/AGI005**

Name of Tenderer:

Name of Contact:

Position of Contact:

Email of Contact:

Telephone of Contact: ()

Facsimile of Contact: ()

1318 ***[Note to Tenderer: The Contact Person should be a person who is easily contactable via***
1319 ***telephone, facsimile or e-mail to answer queries in relation to this RFT on a day-to-day***
1320 ***basis.]***

Part E2 – Tenderer's Details

88 Table of Tenderer Details

- 1321 88.1 Tenderers must include a completed table of Tenderer details in their Tender
 1322 substantially in the form of this Part E2 – Tenderer's Details.

Details of Tenderer	
Full legal name:	
Trading or business Name:	
ACN / ABN / ARBN:	
Postal address:	
Internet address:	
Addresses of other offices:	
Tenderer's Contact Officer who is authorised to legally bind the Tenderer (including name, position within the Tenderer's organisation, postal and street address (if different from above), email address, telephone number, fax number and other contact details):	
If a company (in addition to the above)	
Registered address:	
Principal place of business:	
Individual shareholders holding 20% or more of any issued share capital of the Tenderer:	
Any Related Bodies Corporate of the Tenderer within the meaning of section 50 of the <i>Corporations Act 2001</i> (Cth):	
Number of staff:	
If a trustee (in addition to the above)	
Provide details of the relevant trust including a current copy of the relevant trust deed.	
If a partnership (in addition to the above)	
Provide details of the relevant partnership including a current copy of the relevant partnership agreement.	

89 Conflict of Interest

- 1323 89.1 Tenderers should identify any existing, potential or perceived Conflict of Interest that
 1324 may arise in respect of the provision of TOMS (if any) for the Tenderer, Tenderer
 1325 Personnel and any Related Body Corporate, and its proposed strategy for
 1326 management of that Conflict of Interest.
- 1327 89.2 If a Tenderer considers that any informal or formal agreement, arrangement or
 1328 relationship the Tenderer has with any third party represents a Conflict of Interest,
 1329 Tenderers should also identify such Conflict of Interest in accordance with the table
 1330 below.

Conflict of Interest:	
Existing Conflict of Interest:	
Proposed management strategy:	
Potential Conflict of Interest:	
Proposed management strategy:	
Perceived Conflict of Interest:	
Proposed management strategy:	

90 Subcontractors

Subcontractors	
<p>For each subcontractor proposed by the Tenderer to provide TOMS, Tenderers should include a full explanation of any part of TOMS which the Tenderer intends to subcontract to another entity, including:</p> <ul style="list-style-type: none"> (a) the entity to which it intends to subcontract; (b) the ACN/ABN/ARBN and of any proposed subcontractors; (c) the registered address or principal place of business of any proposed subcontractors; (d) a description of the goods or services the subcontractor would provide; (e) the value of the goods or services the subcontractor would provide; and (f) any existing or past relationship between the subcontractor and any particular expertise or experience of the subcontractor in relation to TOMS (including the price, quality and technical significance of any proposed subcontractors). 	

Third party agreements, arrangements and relationships

Finance is concerned to ensure that the composition of the Panel supports robust competition between Panellists; and

To the extent not already disclosed in this Part E2 – Tenderer's Details, Tenderers should disclose and describe any informal or formal agreements, arrangements or relationships the Tenderer has with any Tendering Third Party which may adversely affect the achievement of the objectives set out above. In particular, Tenderers should disclose:

- (a) whether the Tenderer and any Tendering Third Party have worked together on any aspect of the Tenderer's Tender or that Tendering Third Party's Tender;
- (b) whether the Tenderer or any Tendering Third Party has submitted, is submitting or will be submitting separate Tenders which contain any substantially similar information which has been prepared in conjunction, or through exchange of information, between the Tenderer and that Tendering Third Party; and
- (c) whether the Tenderer is relying upon or will be relying upon any document or information provided by a Tendering Third Party in preparing its tender.

'Tendering Third Party' means an entity that the Tenderer is aware is submitting, is intending to or likely to submit or is considering submitting a tender in response to this RFT where that tender, if submitted, would be a separate Tender to the Tenderer's Tender.

Tenderers should also note the requirements of clause 42 (Conflicts of Interest) and clause 59 (Anti-competitive Conduct).

91 Small to Medium Enterprises

Small to Medium Enterprise

Tenderers should specify their Small to Medium Enterprise (**SME**) status and/or the proposed participation of SMEs in its Tender including a description of the goods or services SMEs would provide.

92 Fair Work Principles

Fair Work Principles	
<p>Is the Tenderer currently not fully complying with, or has the Tenderer not fully complied with, a penalty or order arising from a Court or Tribunal decision in respect of a breach of workplace relations law, occupational health and safety law, or workers' compensation law?</p> <p>If yes, the Tenderer must include as part of its Tender information about each of these penalties or orders in the form set out in Appendix A to the Fair Work Principles User Guide.</p>	

93 Equal Opportunity

Equal Opportunity for Women in the Workplace Act 1999 (Cth)	
<p>Is the Tenderer or any party proposed by the Tenderer to provide any of the TOMS currently named as non compliant under the <i>Equal Opportunity for Women in the Workplace Act 1999 (Cth)</i>?</p> <p>(If yes, then the Tenderer should obtain a letter of compliance from the Equal Opportunity for Women in the Workplace Agency to be eligible for Commonwealth business. The letter of compliance should either accompany any offer a Tenderer makes to Finance, or be provided to Finance prior to entry into any Deed of Standing Offer).</p>	

94 Illegal Workers

Illegal Workers	
<p>Has the Tenderer, or any party proposed by the Tenderer to provide any of the TOMS, received a penalty or order arising from a Court or Tribunal decision in relation to an Illegal Worker?</p> <p>Is the Tenderer or any party proposed by the Tenderer to provide any of the TOMS not fully complying with, or has the Tenderer or any party proposed by the Tenderer to provide any of the TOMS not fully complied with, a penalty or order arising from a Court or Tribunal decision in relation to an Illegal Worker?</p> <p>(If yes to either question above, the Tenderer must include as part of its Tender all relevant information).</p>	

95 Insurance

Insurance	
<p>Tenderers should confirm that they currently hold (or if they do not currently hold, that they will obtain before entering into any Deed of Standing Offer):</p> <ul style="list-style-type: none">• \$5 million per claim and \$5 million in the aggregate public liability insurance;• \$5 million per claim and \$5 million in the aggregate either professional indemnity or errors and omissions insurance; and• workers' compensation insurance as required by Law; <p>or explain why a different level of insurance is applicable for the tendered TOMS.</p> <p>Tenderers should also provide with their Tender a copy of the relevant insurance policy (if permitted by the terms of their insurance policy or, if not so permitted, other evidence of insurances satisfactory to Finance).</p>	
Other relevant insurance cover or other risk and liability management processes.	

96 Tender Validity Period

Tender Validity Period	
Tender Validity Period for the Tender: <i>[Note to Tenderers: the Tender Validity Period must be a minimum of six months from the Tender Closing Time.]</i>	

Part E3 – Tenderer's Declaration

1331 Tenderers must include a completed and signed statutory declaration substantially in the form
1332 of this Part E3 – Tenderer's Declaration as part of their Tender. This statutory declaration must
1333 be properly executed by the Tenderer.

1334 **STATUTORY DECLARATION**

1335 *Statutory Declarations Act 1959* (Cth)

1336 I, _____

1337 ***[insert name and occupation of person making the declaration]***

1338 of _____

1339 ***[insert address]***

1340 make the following declaration under the *Statutory Declarations Act 1959* (Cth):

1341 1 I am the _____

1342 ***[insert relationship to Tenderer, e.g. managing director]***

1343 of _____

1344 ***[insert Tenderer's name and ACN/ABN]*** (Tenderer)

1345 and have been authorised by the Tenderer to make the statements in this statutory
1346 declaration personally and on behalf of the Tenderer.

1347 **Compliance with RFT**

1348 2 The Tenderer undertakes to participate in the Request for Tender FIN10/AGI005
1349 (RFT) in accordance with the RFT.

1350 3 In this statutory declaration, terms not otherwise defined have the meaning given to
1351 those terms in the RFT.

1352 4 The Tenderer represents that:

1353 4.1 it has examined the RFT, the draft Deed of Standing Offer, all documents
1354 referred to in the RFT and all other information made available to it
1355 (including any addenda) and all applicable legislation and policies and has
1356 examined all further information which is obtainable by making reasonable
1357 enquiries relevant to the risks, contingencies and other circumstances
1358 having an effect on its Tender;

1359 4.2 its Tender is submitted in accordance with the RFT and the Tenderer will
1360 properly provide TOMS as requested by the RFT except as set out in
1361 PART E4 – STATEMENT OF COMPLIANCE;

1362 4.3 the information contained in the Tender is true and correct and it has
1363 satisfied itself as to the sufficiency of its Tender; and

1364 4.4 it has relied entirely on its own enquiries and has not relied on any
1365 representation, warranty or other conduct by or on behalf of Finance, except
1366 as expressly provided in the RFT or in notices received by it.

1367 5 The Tenderer undertakes that it will continue to participate in the RFT process in
1368 accordance with the RFT and on the basis of its Tender.

Compliance with Fair Work Principles

1369 6 The Tenderer warrants that it has read and understood the Fair Work Principles User
1370 Guide and understands that the Fair Work Principles will apply to the RFT process.

1371 7 The Tenderer declares the following:

1372 7.1 The Tenderer has _____ **[insert 'nil' or specify number]**
1373 adverse Court or Tribunal decision(s) for a breach of workplace relations
1374 law, occupational health and safety law, or workers' compensation law in the
1375 two years preceding the date of the RFT.

[Note to Tenderers: Delete the option in the following clause that does not apply.]

1378 7.2 The Tenderer has fully complied or is fully complying with all penalties or
1379 orders arising from any Court or Tribunal decisions for a breach of
1380 workplace relations law, occupational health and safety law, or workers'
1381 compensation law.

1382 OR

1383 The Tenderer has not fully complied with, or is currently not fully complying
1384 with _____ **[specify number]** of the penalties or orders
1385 arising from any Court or Tribunal decisions for a breach of workplace
1386 relations law, occupational health and safety law, or workers' compensation
1387 law and has provided as part of its Tender information about each of these
1388 penalties or orders in the form set out in Appendix A to the Fair Work
1389 Principles User Guide.

[Note to Tenderers: Tenderers must provide additional information in their Tenders about each penalty or order declared above in the form set out in Appendix A to the Fair Work Principles User Guide. Tenderers should note that their Tenders will not be eligible for further evaluation in the RFT process 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.]

1397 7.3 The Tenderer understands its obligations under all applicable workplace
1398 relations, occupational health and safety and workers' compensation laws.
1399 The Tenderer confirms that it complies with all of these obligations.

1400 7.4 The Tenderer confirms that (except if it is an overseas based supplier to
1401 which these requirements do not apply in accordance with the Fair Work
1402 Principles User Guide) it:

1403 7.4.1 has consultation arrangements which encourage cooperation and
1404 engagement of employees and management; and

1405 7.4.2 understands and respects its employees' rights in relation to
1406 freedom of association and the right to representation at work,
1407 including that the Tenderer allows its employees to be able to
1408 make a free and informed choice about whether to join a union
1409 and be represented at work.

1410 7.5 If the Tenderer has a *Fair Work Act 2009* (Cth) enterprise agreement that
1411 was approved on or after 1 January 2010, that enterprise agreement
1412 includes a genuine dispute resolution procedure that includes the following:

1413 7.5.1 the ability for employees to appoint a representative in relation to
1414 the dispute;

- 1415 7.5.2 in the first instance, procedures to resolve the dispute at
1416 workplace level;
- 1417 7.5.3 if a dispute is not resolved at the workplace level, the capacity for
1418 a party to the dispute to refer the matter to an independent third
1419 party for mediation or conciliation; and
- 1420 7.5.4 if the dispute is still not resolved, the capacity for an independent
1421 third party to settle the dispute by means of a decision binding on
1422 the parties.
- 1423 7.6 If at any time prior to entry into a Deed of Standing Offer, any information
1424 provided in this statutory declaration changes, the Tenderer undertakes to
1425 advise Finance of that change within 5 Business Days.
- 1426 7.7 The Tenderer agrees that Finance may provide any information collected, or
1427 provided to it by the Tenderer during the course of this RFT process
1428 (including regarding breaches of the Fair Work Principles) to other
1429 Commonwealth agencies or regulatory bodies including the Department of
1430 Education, Employment and Workplace Relations, Australian National Audit
1431 Office, Fair Work Ombudsman and Fair Work Australia.

Conflict of Interest

- 1432 8 The Tenderer represents that, having made all reasonable enquiries, it and any
1433 Tenderer Personnel or a Related Body Corporate either:
- 1434 8.1 does not have any Conflict of Interest (as defined in the RFT) in respect of
1435 this RFT, its Tender or the provision of the TOMS; or
- 1436 8.2 has declared all Conflicts of Interest concerning itself or a related entity to
1437 Finance in this statutory declaration as set out in clause 9 below.

Note to Tenderers: Delete the following clause if you have no Conflicts of Interest in respect of the RFT concerning the Tenderer, Tenderer Personnel or a Related Body Corporate.

- 1441 9 The Tenderer represents that, having made all reasonable enquiries, the following
1442 represents the only known Conflicts of Interest in respect of the RFT, its Tender or the
1443 provision of the TOMS:

Note to Tenderers: List all known actual, potential or perceived Conflicts of Interest in respect of this RFT.

- 1446 10 The Tenderer undertakes to notify Finance in writing of all actual, potential or
1447 perceived Conflicts of Interest immediately upon becoming aware of such Conflicts of
1448 Interest.

Ethical Dealing

- 1449 11 The Tender represents that its Tender has not been prepared with:
- 1450 11.1 the improper assistance of any Commonwealth officer or employee or the
1451 use of any information obtained unlawfully or in circumstances that
1452 constitute a breach of confidentiality or fidelity on the part of that person or a
1453 breach of section 70 or 79 of the *Crimes Act 1914* (Cth) or the *Public*
1454 *Service Act 1999* (Cth); or
- 1455 11.2 information otherwise improperly obtained from Finance or any other agency
1456 of the Commonwealth, or from an employee, ex-employee, contractor or ex-
1457 contractor of Finance or any other agency of the Commonwealth.

- 1458 12 The Tenderer through its officers, employees or agents, has not attempted and will
1459 not attempt, to influence improperly any officer or employee of Finance or an Agency
1460 in connection with the assessment of the Tender.
- 1461 13 The Tenderer represents that it has not engaged in misleading or deceptive,
1462 collusive, anti-competitive or any other unlawful or unethical conduct (including with
1463 any other Tenderer or person) in relation to its Tender or the RFT process or
1464 contravened any applicable laws or Commonwealth policies regarding the offering of
1465 inducements.

Anti-collusion Requirements

- 1466 14 The Tenderer warrants that its Tender has not been prepared with any consultation,
1467 communication, contract, arrangement or understanding with any competitor, other
1468 than and in accordance with law:
- 1469 14.1 when certain joint venture arrangements exist between the Tenderer and a
1470 competitor;
- 1471 14.2 when the Tenderer and a competitor have an agreement that has been
1472 authorised by the ACCC; or
- 1473 14.3 when the Tenderer has communicated with a competitor for the purpose of
1474 subcontracting a portion of the Tender, and provided that the communication
1475 with that competitor is limited to the information required to facilitate that
1476 particular subcontract.
- 1477 15 The full nature and extent of any informal or formal agreement, arrangement or
1478 relationship with competitors of the Tenderer has been disclosed in its Tender.
- 1479 16 In the event that no disclosure is made in accordance with the above requirements,
1480 the Tender warrants that its Tender has not been prepared with any consultation,
1481 communication, contract, arrangement or understanding with any competitor
1482 regarding:
- 1483 16.1 prices;
- 1484 16.2 methods, factors or formulas used to calculate prices;
- 1485 16.3 the intention or decision to submit, or not submit a Tender;
- 1486 16.4 the submission of a Tender that is non-conforming;
- 1487 16.5 the quality, quantity, specifications or delivery particulars of the products or
1488 services to which this RFT relates; or
- 1489 16.6 the terms of the Tender.

Confidential Information

- 1490 17 The Tenderer warrants that it and any Tenderer Personnel will not, and will ensure
1491 that a Related Body Corporate, officers, employees, agents and subcontractors of the
1492 a Related Body Corporate or any third party that the Tenderer proposes will provide
1493 goods or services (whether directly or indirectly) to the Tenderer or an Agency do not,
1494 either directly or indirectly record, or disclose to any person, and will keep
1495 confidential:
- 1496 17.1 any confidential information concerning the affairs of Finance, the
1497 Commonwealth, an Agency or any third party acquired or obtained during
1498 the course of preparing the Tender or the RFT process; and

1499 17.2 any documents, data or information provided by Finance to the Tenderer
1500 and which an Agency indicates to the Tenderer is confidential or which the
1501 Tenderer knows, or reasonably ought to know, is confidential.

Consents

1502 18 The Tenderer hereby consents to and authorises Finance and its officers, employees,
1503 agents or advisers to:

1504 18.1 undertake such confidential reference, probity and credit checks as Finance
1505 considers appropriate; and

1506 18.2 seek any financial information required for the purpose of establishing the
1507 financial viability of the Tenderer.

1508 19 The Tenderer agrees to provide at the Tenderer's expense reasonable assistance to
1509 Finance to assist it in any checking it wishes to have undertaken under the RFT or in
1510 respect of the Tender.

1511 20 The Tenderer agrees to the public disclosure of the name and details of any
1512 subcontracts and subcontractors engaged to provide the TOMS.

Notification of changes

1513 21 The Tenderer will, during the Tender Validity Period, promptly notify Finance of any
1514 changes to its corporate or ownership structure, its ability to deliver TOMS as
1515 proposed under the Deed of Standing Offer or any other circumstances that alter any
1516 of the information or assurances that the Tenderer has given in its Tender or that I
1517 have given in this statutory declaration or otherwise. The Tenderer will specifically
1518 identify in detail any alterations necessary to its Tender required by such changes.

Reliance by Finance

1519 22 The Tenderer acknowledges that Finance has accepted the Tender for evaluation in
1520 reliance on this statutory declaration. The Tenderer acknowledges that Finance may
1521 suffer loss if any of the representations, undertakings, consents or other statements in
1522 this statutory declaration or the Tenderer's Tender are false, misleading or deceptive.

Tender Validity Period

1523 23 The Tender remains valid until _____ **[Insert date**
1524 **no earlier than xxth xxx 2010]** being no less than six months from the Closing Time.

1525

1526 I understand that a person who intentionally makes a false statement in a statutory declaration is
1527 guilty of an offence under section 11 of the *Statutory Declarations Act 1959* (Cth), and I believe that
1528 the statements in this declaration are true in every particular.

1529 (1)

1530

1531 Declared at the day of 2010,

1532

1533 before me..... (2)

1534

1535 (1) Signature of the person making the declaration.

1536 (2) Signature, full name and qualification of the person before whom the declaration is made
1537 who must be a prescribed person within the meaning of the *Statutory Declaration*
1538 *Regulations 1993* (Cth).

- 1539 Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an
 1540 offence, the punishment for which is imprisonment for a term of 4 years – see section 11 of
 1541 the *Statutory Declarations Act 1959* (Cth).
- 1542 Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act*
 1543 *1959* (Cth) – see section 5A of the *Statutory Declarations Act 1959* (Cth).
- 1544 Note 3: Persons before whom a statutory declaration may be made are as follows:

Part 1 Occupations

Item	Occupation
101	Chiropractor
102	Dentist
103	Legal practitioner
104	Medical practitioner
105	Nurse
106	Optometrist
107	Patent attorney
108	Pharmacist
109	Physiotherapist
110	Psychologist
111	Trade marks attorney
112	Veterinary surgeon

Part 2 Other persons

Item	Person
201	Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
202	Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the <i>Consular Fees Act 1955</i>)
203	Bailiff
204	Bank officer with 5 or more continuous years of service
205	Building society officer with 5 or more years of continuous service
206	Chief executive officer of a Commonwealth court
207	Clerk of a court
208	Commissioner for Affidavits
209	Commissioner for Declarations
210	Credit union officer with 5 or more years of continuous service
211	Employee of the Australian Trade Commission who is: <ul style="list-style-type: none"> (a) in a country or place outside Australia; and (b) authorised under paragraph 3 (d) of the <i>Consular Fees Act 1955</i>; and (c) exercising his or her function in that place

Item	Person
212	Employee of the Commonwealth who is: <ul style="list-style-type: none"> (a) in a country or place outside Australia; and (b) authorised under paragraph 3 (c) of the <i>Consular Fees Act 1955</i>; and (c) exercising his or her function in that place
213	Fellow of the National Tax Accountants' Association
214	Finance company officer with 5 or more years of continuous service
215	Holder of a statutory office not specified in another item in this Part
216	Judge of a court
217	Justice of the Peace
218	Magistrate
219	Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the <i>Marriage Act 1961</i>
220	Master of a court
221	Member of Chartered Secretaries Australia
222	Member of Engineers Australia, other than at the grade of student
223	Member of the Association of Taxation and Management Accountants
224	Member of the Australian Defence Force who is: <ul style="list-style-type: none"> (a) an officer; or (b) a non-commissioned officer within the meaning of the <i>Defence Force Discipline Act 1982</i> with 5 or more years of continuous service; or (c) a warrant officer within the meaning of that Act
225	Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
226	Member of: <ul style="list-style-type: none"> (a) the Parliament of the Commonwealth; or (b) the Parliament of a State; or (c) a Territory legislature; or (d) a local government authority of a State or Territory
227	Minister of religion registered under Subdivision A of Division 1 of Part IV of the <i>Marriage Act 1961</i>
228	Notary public
229	Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
230	Permanent employee of: <ul style="list-style-type: none"> (a) the Commonwealth or a Commonwealth authority; or (b) a State or Territory or a State or Territory authority; or (c) a local government authority; with 5 or more years of continuous service who is not specified in another item in this Part
231	Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made

Item	Person
232	Police officer
233	Registrar, or Deputy Registrar, of a court
234	Senior Executive Service employee of: (a) the Commonwealth or a Commonwealth authority; or (b) a State or Territory or a State or Territory authority
235	Sheriff
236	Sheriff's officer
237	Teacher employed on a full-time basis at a school or tertiary education institution
238	Member of the Australasian Institute of Mining and Metallurgy

97 Statement of Compliance

- 1545 97.1 Tenderers must include a completed Statement of Compliance substantially in the
1546 form of this Part E4 - Statement of Compliance (Table 5) as part of their Tender.
- 1547 97.2 Using the format set out below, Tenderers should indicate whether their Tender
1548 complies, partially complies or does not comply with each paragraph, clause, section
1549 and Part of this RFT (including the Statement of Requirement and the draft Deed of
1550 Standing Offer).
- 1551 97.3 Tenderers should note that the extent of any non compliance will be a factor in the
1552 evaluation of Tenders. The compliance statement will form the basis for any Deed of
1553 Standing Offer negotiations that may occur with the Tenderer.
- 1554 97.4 The Tenderer will be taken to comply with any paragraph, clause or section which it
1555 does not list in the compliance statement and will be evaluated accordingly.
- 1556 97.5 Tenderers may group paragraphs, clauses or sections if the response is the same for
1557 each of those clauses, paragraphs or sections. For example, 'clauses 3.1 to 3.15 –
1558 Does Not Comply'.
- 1559 97.6 If a Tenderer only partially complies or does not comply with any paragraph, clause or
1560 section, the Tenderer should:
- 1561 97.6.1 indicate the reason for and extent of any partial or non-compliance;
- 1562 97.6.2 propose specific alternate wording for the relevant provision to address the
1563 partial or non compliance; and
- 1564 97.6.3 provide details of and reasons for any proposed alternative wording,
1565 including the price differential between compliance and non-compliance.
- 1566 97.7 The degree of compliance expressions to be used in the Statement of Compliance
1567 have the following meaning:
- 1568 97.7.1 'complies' means:
- 1569 (a) in the case of a paragraph, clause or section which imposes a
1570 contractual obligation, that the obligation is agreed to;
- 1571 (b) in the case of a paragraph, clause or section which specifies a
1572 requirement, characteristic or performance standard to be met,
1573 that the Tenderer will provide or meet the requirement,
1574 characteristic or performance standard as specified;
- 1575 (c) in the case of a paragraph, clause or section which is of an
1576 informative nature only, that the paragraph, clause or section has
1577 been read, understood and is agreed; and
- 1578 (d) in the case of a paragraph, clause or section in which it has been
1579 requested to provide information or to undertake an action, that
1580 the information has been provided to the required degree of detail
1581 and in the required format or that the action has been undertaken;

- 1582 97.7.2 'partially complies' means:
- 1583 (a) in the case of a paragraph, clause or section which imposes a
1584 contractual obligation, that paragraph, clause or section can and
1585 will be substantially met by the Tenderer, subject to certain
1586 specified qualifications;
- 1587 (b) in the case of a paragraph, clause or section which specifies a
1588 requirement, characteristic or performance standard can and will
1589 be substantially met by the Tenderer subject to certain specified
1590 qualifications;
- 1591 (c) in the case of a paragraph, clause or section which is of an
1592 informative nature only, that the paragraph, clause or section has
1593 been read, understood and is substantially agreed subject to
1594 certain specified qualifications; or
- 1595 (d) in the case of a paragraph, clause or section in which it has been
1596 requested to provide information or to undertake an action, that
1597 the information has been substantially provided subject to certain
1598 specified qualifications, or that the action has been substantially
1599 undertaken subject to certain specified qualifications;
- 1600 97.7.3 'does not comply' means:
- 1601 (a) in the case of a paragraph, clause or section which imposes a
1602 contractual obligation, that the obligation is not agreed to;
- 1603 (b) in the case of a paragraph, clause or section which specifies a
1604 requirement, characteristic or performance standard to be met,
1605 that the Tenderer will not provide or meet the requirement,
1606 characteristic or performance standard as specified; or
- 1607 (c) in the case of a paragraph, clause or section which is of an
1608 informative nature only, that the paragraph, clause or section has
1609 been read and understood, but is not agreed; or
- 1610 (d) in the case of a paragraph, clause or section in which it has been
1611 requested to provide information or to undertake an action, that
1612 the information will not be provided to the required degree of
1613 detail and in the required format or that the action will not be
1614 undertaken.
- 1615 97.8 After the Closing Time, Tenderers should not seek to alter any paragraph, clause or
1616 section with which they have indicated that they fully comply.

Table 5 – Statement of Compliance

Reference		Degree of Compliance	Reasons for Non-compliance or Partial Compliance (or other comments)	Alternative Wording	Details and Reasons for Alternative Proposal
Part	Clause				
<i>[Insert Part as applicable]</i>	<i>[Insert SoR Reference Range OR RFT or Draft Deed of Standing Offer clause range as applicable]</i>	<i>[Insert 'Complies', 'Partially Complies' or 'Does Not Comply' as appropriate]</i>	<i>[If applicable - insert reasons for and extent of any partial or non-compliance]</i>	<i>[If applicable - propose specific alternative wording to address partial or non-compliance]</i>	<i>[If applicable - provide details of and reasons for any alternative proposal including price differential between compliance and non-compliance]</i>

98 Tenderer's Confidential Information

- 1 98.1 To assist Finance in recognising and protecting a Tenderer's confidential information,
 2 the Tenderer should complete this Part E5 - Confidential Information and clearly
 3 identify any aspects of its Tender or other information provided in connection with this
 4 RFT which it regards as confidential and providing detailed reasons for this claim.
- 5 98.2 Tenderers should also identify any information that they consider should be protected
 6 as confidential information if a Deed of Standing Offer is entered into between
 7 Finance and the Tenderer. Tenderers should provide reasons why they consider
 8 such information to be confidential information and propose a period during which the
 9 information is to remain confidential.
- 10 98.3 Finance may not accept all claims for confidentiality and regard will be had to the
 11 Guidance on Confidentiality in Procurement (available at
 12 [http://www.finance.gov.au/publications/fmg-series/03-guidance-on-confidentiality-in-](http://www.finance.gov.au/publications/fmg-series/03-guidance-on-confidentiality-in-procurement.html)
 13 [procurement.html](http://www.finance.gov.au/publications/fmg-series/03-guidance-on-confidentiality-in-procurement.html)) in considering claims for confidentiality including:
- 14 98.3.1 the information to be protected should be specifically identified;
- 15 98.3.2 the information should be commercially 'sensitive'. This means that the
 16 information should not generally be known or ascertainable;
- 17 98.3.3 disclosure would cause unreasonable detriment to the owner of the
 18 information or another party; and
- 19 98.3.4 the information was provided under an understanding that it would remain
 20 confidential.

Item of Information	Reason(s) why this Information is Confidential	Proposed Period of Confidentiality

99 Pricing Information

- 22 99.1 Tenderers should provide sufficient information to enable Finance to evaluate their
23 Tender against the Evaluation Criteria identified in Part D - Evaluation.
- 24 99.2 Tendered prices should be submitted in accordance with the Pricing requirements set
25 out in Part F – Statement of Requirements, and any other applicable parts of the RFT.
- 26 99.3 Tendered prices must be expressed in Australian dollars.
- 27 99.4 Tendered prices must be presented both exclusive and inclusive of GST.
- 28 99.5 Finance reserves the right to clarify or negotiate any aspect of the tendered prices or
29 pricing basis. However, Tenderers should not assume that Finance will do so, or that
30 the Tenderer will have an opportunity to revise its pricing during negotiations.
- 31 99.6 Each Tenderer should clearly state any assumptions made in providing the pricing
32 information.

100 Pricing Response

- 33 100.1 The Tenderer is required to use the Pricing Response Templates attached to this
34 RFT to submit its tendered prices and to respond to the requirements laid out in the
35 Pricing section of Part F – Statement of Requirements.
- 36 100.2 The Pricing Response Templates include the following:
- 37 100.2.1 The Pricing Response Index, which sets out the various Response
38 Templates and allows simple navigation among them;
- 39 100.2.2 The Schedule of Rates, which allows Tenderers to input tendered prices for
40 each competency type and level. Account, relationship management and
41 transition charges and other all overheads are to be included in the prices
42 tendered;
- 43 100.2.3 The Pass-through Margin Template, which allows Tenderers to input
44 tendered Margins for each type of Pass-through Item;
- 45 100.2.4 The Volume Discount Template, which allows Tenderers to input the
46 Volume Discount information requested; and
- 47 100.2.5 The General Pricing Template, which allows Tenderers to record relevant
48 pricing variables, and to input the impact of each.
- 49 100.3 In each Template, space is provided for Tenderers to state any assumptions or
50 qualifications associated with their pricing.

Part E7 – Technical and other Information

101 Technical Information

- 52 101.1 Technical Information is required both for evaluation of Tenders and for profiling of
- 53 Panellists to assist agencies.
- 54 101.2 Tenderers should provide sufficient information to enable Finance to evaluate their
- 55 Tender against the Evaluation Criteria identified in Part D - Evaluation.
- 56 101.3 Technical and other information should be submitted in accordance with the TOMS
- 57 requirements set out in Part F – Statement of Requirements.
- 58 101.4 Finance reserves the right to clarify or negotiate any aspect of the tendered services.
- 59 However, Tenderers should not assume that Finance will do so, or that the Tenderer
- 60 will have an opportunity to revise its offering during negotiations.
- 61 101.5 Each Tenderer should clearly state any assumptions made in providing the technical
- 62 and other information.

102 Technical Response

- 63 102.1 The Tenderer is required to use the Technical Capability and Experience Response
- 64 Templates attached to this RFT to respond to the requirements laid out in Part F –
- 65 Statement of Requirements.
- 66 102.2 The Technical Capability and Experience Response Templates include the following:
- 67 102.2.1 The Technical Capability and Experience Response Index, which sets out
- 68 the various Response Templates and allows simple navigation;
- 69 102.2.2 The Services Schedule, which allows Tenderers to define the Services for
- 70 which they are tendering (the **Tendered Services**);
- 71 102.2.3 Detailed Response Templates 1 to 5, as described in the Table below:

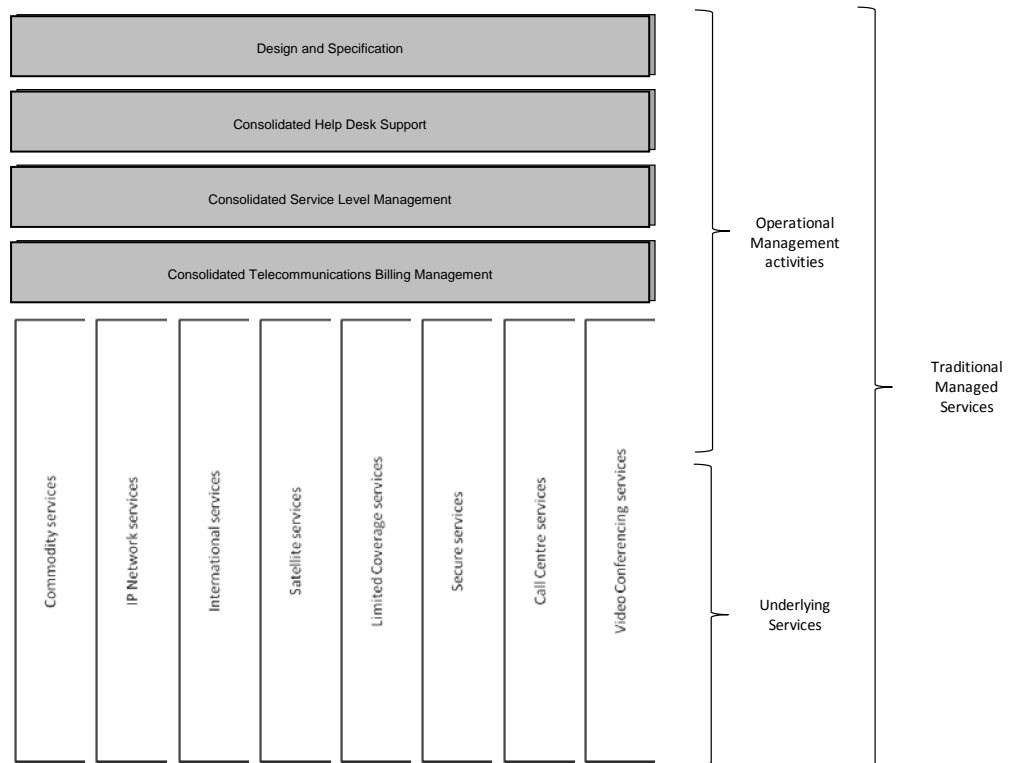
Technical Capability and Experience Matrix		
Response Number	Focus	Tenderer Technical Response Requirements
1	Organisational Capability	Describe any industry standard or organisation specific frameworks, tools or methodologies in common use within the Tenderer's organisation, including certifications or accreditations relevant to the Tendered Services.
2	Organisational Capability	Describe the Tenderer's relant facilities (e.g. Service Desk, Project Management Office, Network Operations Centre etc.) to support delivery of the Tendered Services.
3	Organisational Experience	Describe jobs/contracts/projects delivered by the Tenderer in the preceding 24 month period relevant to the Tendered Services.
4	Organisational Experience	Provide referees for 3 client organisations for which the Tenderer has delivered services which are equivalent or similar to the Tendered Services.
5	Organisational Capability	Identify the Tenderers presence by geographical region.

- 72
- 73 102.2.4 Assumptions and qualifications should be clearly stated in each Template.

75 **103 TOMS Scope**

76 103.1 As shown in Figure 01 below, Operational Management Services can include a set of
 77 activities which are integrative and/or consolidated in nature, and potentially the
 78 management layer of the underlying services.

79 Figure 01 – Scope of Managed Services and Operational Management Services



80

81 103.2 Finance has defined underlying services as including all the relevant management
 82 functions, so the scope of TOMS is limited to the integration and consolidated (multi-
 83 sourced) management activities.

84 103.3 In addition, a number of specific underlying services (not including any carriage
 85 component), are included in the scope of this RFT, where telecommunications
 86 operational management capabilities are a key element.

87 **104 Service Groups**

88 104.1 TOMS have been divided into two Service Groups – Multi-sourced integration and
 89 management and TOMS Applications. These Service Groups are further divided into
 90 Service Categories, which are described in the following sections.

91 104.2 Tenderers may offer to provide any combination of Service Categories in either or
 92 both Service Groups.

93 **105 Multi-sourced Integration and Management**

94 105.1 The multi-sourced integration and management services being sought through the
95 TOMS Panel cover those activities an agency requires to manage its overall
96 Telecommunications requirements, across a specific set of underlying services.

97 105.2 As set out in the Table below and in Figure 01 above, multi-sourced integration and
98 management services include four Service Categories:

99 105.2.1 Requirements analysis, design and specification of telecommunication
100 services;

101 105.2.2 Consolidated help desk support services;

102 105.2.3 Consolidated service level management; and

103 105.2.4 Consolidated telecommunications billing management.

104 105.3 The specific services required will be set out by each agency when procuring TOMS
105 from the Panel.

106 105.4 While many agencies will carry out these activities in-house, the TOMS Panel will be
107 available for those agencies which choose to outsource them. It is expected this will
108 include mainly smaller or less technically capable agencies.

109 **106 TOMS Applications**

110 106.1 The second Service Group, TOMS Applications, focuses on the provision of
111 telecommunications and converged telecommunication/IT services.

112 106.2 A TOMS Application is a product, utility, application or capability offering.

113 106.3 An indicative list of the TOMS Applications which might be made available through
114 the TOMS Panel would include VoIP, Video, Unified Messaging and outbound
115 messaging services.

116 106.4 The specific TOMS Applications available through the TOMS Panel are expected
117 to change over time. The Panel will include a mechanism to update available
118 TOMS Applications over the term of the Contract. However, the underlying
119 capabilities against which potential suppliers will be evaluated are expected to
120 remain relatively stable.

121 106.5 Based on their capability to deliver, Tenderers are invited to offer any or all of the
122 three Service Categories set out in Table below - full service delivery, specialist
123 advisory, and/or support activities.

124 106.6 Finance will consider offers from Tenderers ranging from large multi-national service
125 providers to niche specialists focussed on a single Service Category for a single
126 TOMS Application.

127 106.7 Tenderers should clearly state whether each Service Category offered extends
128 across all TOMS Applications, or is confined to a specific set.

129 **107 Service Category Descriptions**

130 107.1 The Table below sets out the Service Categories covered by this RFT. Further
131 detail for each of the Categories is provided below.

132 **TOMS Service Categories**

Service Group	Service Category
TOMS – Multi-sourced Integration and Management Services	Requirements analysis, design and specification of telecommunications services
	Consolidated help desk support services
	Consolidated service level management
	Consolidated telecommunications billing management
TOMS – Applications	Full Service Delivery
	Specialist Advisory
	Support Activities

133

134 107.2 *Requirements analysis, design and specification of telecommunications services*
 135 – Assistance to agencies in the identification and specification of
 136 Telecommunications related activities to meet strategic objectives, including
 137 analysis of technical and business requirements and analysis to assist in the
 138 development of Telecommunications solutions for the agency. Covers both IP
 139 telecommunications (e.g. business needs analysis for Carriage Services) and
 140 non-IP telecommunications (e.g. legacy voice (including POTS and mobiles),
 141 ISDN, etc).

142 107.3 *Consolidated Telecommunications help desk support services – 1st, 2nd and/or*
 143 *3rd level helpdesk and support services not embedded in another*
 144 *telecommunications service or in a broader ICT contract.*

145 107.4 *Consolidated service level management* – End-to-end service level management
 146 across services or applications. This will consolidate information from, and
 147 potentially manage interfaces across, underlying telecommunications services.

148 107.5 *Consolidated telecommunications billing management* – End-to-end billing
 149 management across services or applications. This will consolidate information
 150 from, and potentially manage billing interfaces across, underlying
 151 telecommunications services.

152 107.6 *Full Service Delivery* – end to end management of any of these TOMS Applications
 153 for an agency may include integration, operational management, service desk and the
 154 provision of related support resources.

155 107.7 *Specialist Advisory* – may include specification, integration and management of
 156 TOMS Applications and the provision of related support resources but would exclude
 157 the operational provision of services. This may be required by an agency which
 158 desires a small niche provider to interface with a major service provider such as an IT
 159 provider or a Carriage Service Provider.

160 107.8 *Support Activities* – may include 2nd and/or 3rd level support for a specific TOMS
 161 Application, Disaster Recovery plans and testing for the TOMS Application,
 162 performance of health checks and other activities to tune and/or enhance the

163 performance of a TOMS Application, and other activities which support the successful
164 use of the TOMS Applications by an agency.

108 General Requirements

165 108.1 Availability

166 108.2 *Availability* requirements for TOMS will be defined by each agency as they purchase
167 services from the TOMS Panel.

168 108.3 Hours of Operation

169 108.4 Some Tendered Services may be required on a 24 X 7 X 365 basis, via on-site *and/or*
170 on-call staffing arrangements which would be agreed with the relevant agency. Any
171 on-site requirement may be subject to additional security or other constraints.

172 108.5 Security Requirements

173 108.6 The *Tenderer* acknowledges that the integrity, confidentiality and availability of
174 contracting Agency data may be reliant in part on the operational management
175 services.

176 108.7 The *Deed of Standing Offer* will require Tenderers to comply with applicable policies
177 and obligations relating to security. Tenderers should familiarise themselves with
178 these policies.

179 108.8 Each Service Provider will ensure Telecommunications systems are *managed* and
180 administered in accordance with all relevant Commonwealth policies and guidelines
181 for privacy protection and protective security for information, including the
182 *Telecommunications Act 1997*; the Commonwealth Protective Security Manual; the
183 *Privacy Act 1988*; and ACSI 33.

184 108.9 *Tenderers* should describe, in the format provided in the relevant Response
185 Template(s), the methodologies and procedures they would employ to ensure that
186 security and integrity of Agency data is maintained; including any policies to ensure
187 that employees and sub-contractors have security clearances appropriate to their
188 roles.

189 108.10 Flexibility

190 108.11 *Tenderers* are to ensure flexibility in the delivery of the Tendered Services:

191 (a) to enhance agencies' ability to respond quickly to changes in operational
192 requirements, including the ability to deliver new or additional services with
193 minimal delay;

194 (a) to facilitate a multi-provider environment, where a mixture of agency,
195 contractor, service provider and other 3rd party services and resources co-
196 exist and co-operate; and

197 (b) to be able to restructure how services are defined and delivered over time,
198 in line with agency, industry and technology maturity and business
199 priorities.

200 108.12 *Tenderers* should describe, in the format provided in the relevant Response
201 Template(s), their approach to ensure flexibility in the delivery of TOMS.

- 202 108.13 Quality
- 203 108.13.1 Service quality of the TOMS delivered to agencies is of paramount
204 importance. Finance seeks to define performance measures with particular
205 (but not exclusive) focus on those aspects of service delivery which impact
206 on the end-user experience and on the improvement of agency capabilities.
- 207 108.13.2 Tenderers should describe, in the format provided in the relevant Response
208 Template(s), their approach to managing the quality of TOMS.
- 209 108.14 Geographic Coverage
- 210 108.14.1 While the TOMS Panel is for the delivery of services across Australia,
211 TOMS Panel members will not be required to have a National presence.
- 212 108.14.2 Finance recognises that the delivery of many of the TOMS may not require
213 a local presence for the delivery. Where a TOMS does require a local
214 presence, this will be specified by the agency at the time of procurement of
215 the relevant TOMS.
- 216 108.14.3 To assist agencies, Tenderers should identify the geographic locations in
217 which they have a local presence and are offering the Tendered Services
218 by completing the relevant Response Template(s).
- 219 108.15 Workforce Management
- 220 108.15.1 Although the service provider is primarily delivering an agreed outcome, the
221 management of the workforce is central to the effective delivery of TOMS.
- 222 108.15.2 Workforce management will include:
- 223 (a) ensuring that competent resources are obtained and deployed where and
224 when required;
- 225 (b) ensuring that a correctly sized and competent workforce is maintained;
- 226 (c) maintaining records of relevant competencies of deployed personnel;
- 227 (d) ensuring that personnel performance issues are identified and addressed
228 promptly and effectively;
- 229 (e) supporting billing, including Agencies' need to be able to easily validate that
230 amounts billed are correct in every respect; and
- 231 (f) providing all tools and systems required for workforce management.
- 232 108.15.3 Service Providers' capabilities in workforce management will be taken into
233 account as part of the evaluation of this RFT.

109 Outline of Pricing Requirements

- 234 109.1 Pricing of TOMS for a Contract will be on the basis of:
- 235 109.1.1 fixed price (either one-time or ongoing charge or a combination of both);
- 236 109.1.2 capped time and materials plus Pass-through items for a defined package
237 of work; or
- 238 109.1.3 an alternative pricing model agreed between an agency and a service
239 provider for a particular work package that is consistent with the Deed of
240 Standing Offer.

- 241 109.2 A Schedule of Rates is required as part of the pricing response from each Tenderer.
242 The Schedule of Rates is to incorporate all of the resource types the Tenderer
243 expects will be required to deliver the Tendered Services.
- 244 109.3 For clarity, all purchases through the TOMS Panel must be on the basis of a clear
245 Scope of Work with defined deliverables.

110 Pricing Components

- 246 110.1 The pricing approach required by an agency for a work package will be at the
247 discretion of the agency consistent with the pricing set out in the Deed of Standing
248 Offer.
- 249 110.2 Tenderers must agree that, for capped time and materials prices:
- 250 110.2.1 personnel rates be no greater than the tendered rates for each competency
251 type and level; and
- 252 110.2.2 any non-personnel items be priced at no greater than the cost of those
253 items plus the tendered Pass-through Margins.
- 254 110.3 For a fixed price quotation, it is expected that:
- 255 110.3.1 any personnel costs incorporated into the fixed price will not exceed the
256 prices in the Schedule of Rates for the expected duration; and
- 257 110.3.2 any non-personnel items incorporated into the fixed price will not exceed
258 the cost of those items plus the tendered Pass-through Margins.
- 259 110.4 Regardless of the pricing approach, unless otherwise agreed in writing in the
260 Contract, the quoted price will include all necessary facilities, personnel, Equipment
261 and services required to deliver the Tendered Services set out by the agency.
- 262 110.5 If a fixed price or capped time and materials quotation is accepted, the agreed price
263 or cap may not be exceeded unless agreed in advance in writing by the Customer. It
264 is expected that such agreement would usually be based on evidence of a material
265 change in scope, documented as part of a controlled change process.

111 Schedule of Rates – Competency Types and Levels

- 266 111.1 The Schedule of Rates provided by the Tenderer as part of its Tender should provide
267 prices for all the competency types and levels the Tenderer expects will be required
268 to deliver the Tendered Services. However, it is Finance's intent that each Tenderer
269 should use a common Skills Framework to define / assess competency.
- 270 111.2 The whole-of-government ICT Capability Framework being developed by a cross-
271 agency ICT Skills Working Group (in response to the Gershon Review
272 recommendations and under the auspices of AGIMO and APSC) will provide the
273 common skills framework in due course.
- 274 111.3 The Australian ICT Capability Framework will be broadly based on SFIA. For the
275 purposes of this RFT, the common skills framework will be the Skills Framework for
276 the Information Age (SFIA) reference model for describing IT practitioners' skills. The
277 Australian ICT Capability Framework will be broadly based on SFIA.
- 278 111.4 Within SFIA, IT professional Skill Codes are presented for convenience in Skill
279 Categories and Sub-categories:
- 280 111.4.1 Skill Codes are defined at 7 levels of competence, although Finance
281 intends to use only three levels – Foundation, equivalent to SFIA

282 competency levels 1 and 2; Practitioner, equivalent to SFIA competency
283 levels 3 and 4; and Expert, equivalent to SFIA competency levels 5, 6 and
284 7.

285 111.4.2 Further information on the Skill Codes and 7 Levels of Competence can be
286 found in the 'Framework Reference Version 4; Skills definitions in
287 categories, subcategories and skills' at www.sfia.org.uk (Tenderers will be
288 required to register on that web site in order to access the full
289 documentation online).

290 111.4.3 Any skills which are not covered by SFIA should be added by Tenderers in
291 the "Other" section of the Schedule of Rates.

292 111.5 The proposed Schedule of Rates will cover both 'operational' level personnel, who will
293 generally be responsible for competent effort, and 'strategic' or 'consulting' level
294 personnel, who may be responsible for bringing to bear the corporate capability of the
295 service provider, including all its intellectual capability and resources.

112 Schedule of Rates – Proposed Use

296 112.1 The Tenderer must confirm that the Schedule of Rates included in its Tender (or as
297 varied from time to time under the Deed of Standing Offer) will be used as the basis
298 for any pricing for the provision of TOMS.

299 112.2 Finance reserves the right to audit particular Assignments, based on the difference
300 between actual charges and charges per the Schedule of Rates, to ensure
301 differences are a reasonable reflection of additional costs or risks borne by the
302 service provider.

113 Discounts and Reporting

303 113.1 The Pricing Response Templates have provision for Tenderers to provide either
304 hourly or daily rates for each competency type and level required. Tenderers are to
305 also include the discounts to these rates that will be available for large engagements.

306 113.2 Tenderers will be required to provide Finance the total amount billed to agencies for
307 orders placed under the TOMS panel at Finance's request.

114 Mark-up on Pass-Through Items

308 114.1 Tenderers should state, in the Pass-through Margin Template (of the Pricing
309 Response Templates), the Pass-through Margin that will apply to non-personnel
310 items (product and/or service types) as a percentage which will be added to their cost
311 to form a price.

312 114.2 Additional product and/or service types may be added to the Pass-through Margin
313 template. Existing product and/or service types may be divided into sub-types if
314 required.

315 114.3 Where a product or service supplied by a Service Provider does not fit any of the
316 product or service types listed, an agreed Default Pass-through Margin is to be
317 Tendered and will be applied.

115 Pricing Variables

318 115.1 Finance recognises that pricing for some TOMS may reflect variations based on
319 factors such as location and hours of service delivery.

- 320 115.2 The Schedule of Rates should not include any additional charges associated with
321 such factors.
- 322 115.3 Tenderers should, in the Assumptions and Qualifications Template (of the Pricing
323 Response Templates):
- 324 115.3.1 identify any significant variables that will impact prices (eg location); and
- 325 115.3.2 state the range of each identified variable covered by the pricing in the
326 Schedule of Rates (eg locations when no additional charges apply).
- 327 115.4 Finance expects that any additional charges would reflect additional costs borne in
328 providing the services due to the impact of the variable(s).
- 329 115.5 Tenderers should also, wherever possible, provide examples of price impacts for
330 each such variable.

116 Assumptions and Qualifications

- 331 116.1 The Tenderer must clearly state any assumptions or qualifications associated with its
332 tendered pricing. In particular, the Tenderer must clearly identify any assumptions or
333 qualifications that are relevant to the flexibility that Finance seeks as described in
334 clause 107.4 and how this might affect agencies from time to time.
- 335 116.2 The Tenderer must clearly state any proposed limitations, rules or processes that it
336 would expect to be applied to changes to resources.
- 337

Part G – Glossary

TERM	DEFINITION
ACMA	The Australian Communications and Media Authority. See www.acma.gov.au .
Agency	Any one or more of the following as the context requires: <ul style="list-style-type: none"> (a) all agencies subject to the <i>Financial Management and Accountability Act 1997</i> (Cth); (b) all bodies subject to the <i>Commonwealth Authorities and Companies Act 1997</i> (Cth); (c) any other body governed by the Governor-General or State Governor or by a Minister of State of the Commonwealth or a State or Territory including departments in State or Territory Governments; and (d) any incorporated company over which the Commonwealth or a State or Territory exercises control.
Ancillary Equipment and Services	Has the meaning set out in Part A, clause 5.3.
Anti-competitive Conduct	Has the meaning set out in Part B, clause 58.
Auditor-General	The Auditor-General for the Commonwealth or an equivalent State or Territory office holder with jurisdiction over the Customer.
AusTender	The central web-based facility for publication of Australian Government procurement information, including business opportunities, annual procurement plans and contracts awarded, located at www.tenders.gov.au .
Australian Competition and Consumer Commission (ACCC)	The Commonwealth Australian Competition and Consumer Commission.
Australian National Audit Office (ANAO)	The Commonwealth Australian National Audit Office.
Authorised Officer	A person authorised to legally bind the Tenderer when answering questions or making commitments on behalf of the Tenderer in relation to this RFT process.
Business Day	Any day that is not a Saturday, Sunday or public holiday in the Australian Capital Territory.
Chief Executive's Instructions (CEIs)	The obligations of the Chief Executive of an agency under the FMA Act that are devolved and delegated to others.

TERM	DEFINITION
Closing Time	The indicative Closing Time set out in Part A, Table 2 as amended from time to time by Finance, which is the final date and time for lodgement of a Tender that is not a Late Tender.
Commonwealth	The Commonwealth of Australia.
Commonwealth Procurement Guidelines	The Commonwealth Procurement Guidelines available from http://www.finance.gov.au/publications/fmg-series/procurement-guidelines/index.html .
Compliant Tender	A Proposal assessed by Finance as meeting the Mandatory Requirements.
Conditions of Tender	The terms and conditions of Part B Conditions of Tender.
Conflict of Interest	Has the meaning given in Part B, clause 42 of this RFT.
Contact Officer	The Finance central point of contact for all enquiries regarding this RFT as specified in clause 5.1.
Contract	Has the meaning given in clause 2.4 of this RFT.
Contractor	Has the meaning given in clause 2.3 of this RFT.
Criminal Code	The <i>Criminal Code Act 1995</i> (Cth)
Customer	Has the meaning given in clause 2.4 of this RFT
Defence Signals Directorate Information security Manual or DSD ISM	The Australian Government Information Security Manual (ISM) available from http://www.dsd.gov.au/library/infosec/ism.html .
Detailed Evaluation	Has the meaning given in Part D, clause 3 of this RFT.
Disaster Recovery	The actions necessary to maintain or return a service to operation following a major disruption.
Enquiry Cut-Off Time	The indicative Enquiry Cut-Off Time set out in Part A, Table 2 as amended from time to time by Finance, which is the final date that Tenderers may submit enquiries regarding the RFT.
Equal Opportunity for Women in the Workplace	Refers to the provisions of the <i>Equal Opportunity for Women in the Workplace Act 1999</i> (Cth).
Equipment	Means software, hardware and infrastructure.
Evaluation Criteria	The criteria which a Tender will be evaluated against in accordance with this RFT as set out in Part D - Evaluation.
Fair Work Australia	The independent workplace relations tribunal with power to carry out

TERM	DEFINITION
	a range of functions relating to workplace matters.
Fair Work Ombudsman	The body which investigates workplace complaints and enforces compliance with Australia's workplace laws.
Fair Work Principles User Guide	The User Guide of that name available at www.deewr.gov.au/fairworkprinciples .
Finance	The Commonwealth of Australia as represented by the Department of Finance and Deregulation.
FOI Act	The <i>Freedom of Information Act 1982</i> (Cth)
GST	Has the meaning defined in the GST Act.
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Illegal Worker	<p>A person who:</p> <ul style="list-style-type: none"> (e) has unlawfully entered and remains in Australia; has lawfully entered Australia, but remains in Australia after his/her visa has expired; or (g) is working in breach of his/her visa conditions. <p>[Note to Tenderers: For more information refer to 'Australian Immigration Guide to Work Entitlements' available at http://www.immi.gov.au/managing-australias-borders/compliance/employer-obligations/]</p>
Initial Screening	Has the meaning given in Part D, clause 2 of this RFT.
Insolvency Proceeding	Any application or proceedings before a court or tribunal, or an action by a creditor or other person, in Australia or overseas which may result in a Tenderer becoming Insolvent Under Management.

TERM	DEFINITION
Insolvent Under Management	<p>Any of the following circumstances:</p> <ul style="list-style-type: none"> (a) becomes bankrupt or insolvent; (b) becomes subject to one of the forms of external administration provided for in Chapter 5 of the <i>Corporations Act 2001</i> (Cth); (c) the appointment of a person to administer a scheme or compromise in relation to the body in accordance with Part 5.1 of the <i>Corporations Act 2001</i> (Cth); (d) the appointment of a controller or managing controller to the whole or any part of its assets or undertakings in accordance with Part 5.2 of the <i>Corporations Act 2001</i> (Cth); (e) the appointment of an administrator under Part 5.3A of the <i>Corporations Act 2001</i> (Cth); (f) the appointment of a liquidator in relation to the body; (g) is wound up by resolution or an order of the court; (h) suffers execution against any of its assets which has an adverse effect on a Tenderer's ability to perform its obligations under the Deed of Standing Offer or Contract; (i) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors; (j) becomes insolvent under administration; or (k) becomes subject to any form of administration under the laws of a non-Australian jurisdiction, which is the same as, or substantially equivalent to, one of those referred to in paragraphs (a) to (f) above.
Intellectual Property	<p>All forms of intellectual property, including the following:</p> <ul style="list-style-type: none"> (a) patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks) and business, company and domain names; and (b) all property of a similar nature to the property set out in paragraph (a) which may subsist in Australia or elsewhere.
Late Tender	Has the meaning given in Part B, clause 20 of this RFT.
Mandatory Requirements	The Minimum Content and Format Requirements described in Part C of this RFT.
Minimum Content and Format Requirements	The minimum content and format requirements which are mandatory requirements as described in Part C – Mandatory Requirements of this RFT.
Panel	The panel that is intended to be established by this RFT.
Panellist	A member of the Panel that has signed an agreement in substantially the same form as the draft Deed of Standing Offer.
Part	A part to this RFT.

TERM	DEFINITION
Pass-through Item	Items supplied under TOMS which are charged at the Supplier Cost plus an agreed Pass-through Margin if applicable.
Pass-through Margin	The agreed percentage uplift or mark-up on the Supplier Cost for a Pass-through Item, which represents the maximum percentage the supplier may uplift or mark-up the invoiced cost of that Pass-through Item.
Preferred Tenderer	The Tenderer(s) selected by Finance as representing best value for money for the Commonwealth, subject to successful negotiations and any final decision by the Finance delegate regarding membership of the TOMS Panel.
Pricing Response Template	The template at attachment xx that provides the format for laying out the Tenderers price offering.
Prime Contractor	A Tenderer which, if it were to enter into a Deed of Standing Offer for the provision of the Services, would be representing other entities which would be its subcontractors.
Probity and Process Adviser	Finance's probity and process adviser for this RFT process.
Proceedings	Has the meaning given in Part B, clause 52 of this RFT.
Project Management Office	An organisational unit responsible for the maintenance of the organisations project management methodology and standards and the central the coordination of projects.
Register of Probity and Process Complaints	The register of probity and process complaints maintained by Finance and the Probity and Process Adviser.
Related Body Corporate	Has the meaning given in sections 9 and 50 of the <i>Corporations Act 2001</i> (Cth).
Request for Quote (RFQ)	A request to one or more member of the TOMS Panel
Request for Tender or RFT	This request for tender RFT FIN10/AGI005.
Response Template	The template that provides the format for laying out the Tenderers response.
RFT Objectives	Those objectives set out in Part A clause 3.
Schedule of Rates	The rates Tendered for the supply of resources to Agencies.
Scope of Work	The defined scope for a specific work package.
Service Category	The Service Categories set out in Part F, Table 2, which are a

TERM	DEFINITION
	subset of the TOMS Service Groups.
Service Group	A subset of the Telecommunications Operational Management Services, being one of either Telecommunications Operations Services, Telecommunications Project Services or Telecommunications Strategic Services.
Small to Medium Enterprise (SME)	A body corporate incorporated in Australia or New Zealand which, together with its Related Bodies Corporate and Parent Entities, has an average aggregate annual revenue over the last four financial years of less than \$A500m.
Statement of Compliance	The document to be prepared by Tenderers in the form required by PART E4 – STATEMENT OF COMPLIANCE of this RFT.
Statement of Requirement	The description of the required TOMS at Part F – Statement of Requirements
Successful Tenderer	The Tenderer(s) selected by Finance's approving delegate to enter into a Deed of Standing Offer.
Supplier Cost	The invoiced cost of the a Pass-through Item less any discounts rebates or other benefits.
Telecommunications Operational Management Service (TOMS)	The services described at Part F – Statement of Requirements
Tender	Any tender submitted in response to this RFT.
Tender Closing Time	The time outlined in clause 9.1 of this RFT.
Tender Validity Period	The period referred to in the Tenderer's Declaration as the Tender Validity Period.
Tendered Services	Any of the services Tendered for as part of a Tender in accordance with Part E – Tenderer's Response and Declaration of this RFT.
Tenderer	Any entity which submits a Tender in response to this RFT, or where the context requires, is proposing to submit a Tender.
Tenderer Personnel	A Tenderer's employees, officers, agents, advisers, contractors and subcontractors.
Tenderer's Declaration	The declaration that must be provided by a Tenderer at PART E3 – TENDERER'S DECLARATION.
TOMS Application	Product, utility, application or capability offering within the scope of TOMS.

Part H – Draft Deed of Standing Offer

338 The Draft Deed of Standing Offer is not included in this Consultation Draft