



REQUEST FOR TENDER

FOR

Supplementary Capacity Building Service Panel

RFT 34 - 2009

This Request for Tender comprises:

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PART 1 - OVERVIEW

1.1 THE AUSTRALIAN FEDERAL POLICE – ROLE, FUNCTION AND PRIORITIES

- 1.1.1 The role of the Australian Federal Police (AFP) is to enforce Commonwealth criminal law and to protect Commonwealth and national interests from crime in Australia and overseas. The AFP is Australia's international law enforcement and policing representative and the Government's chief source of advice on policing.
- 1.1.2 The AFP works closely with a range of other law enforcement bodies at state, territory, Commonwealth and international levels enhancing safety and providing a secure regional and global environment.
- 1.1.3 Recognising the strong inter-relationships between human development and rule of law and acknowledging that democratic civilian policing underpins sustainable and effective maintenance of the rule of law, the Australian Government has mandated the Australian Federal Police help to build the capacity of regional policing services as part of the Australian development assistance program.
- 1.1.4 The AFP is currently engaged in building the capacity of police services across the Pacific as well as in Cambodia, Timor-Leste and Afghanistan.

1.2 SUMMARY OF REQUIREMENT

- 1.2.1 The AFP through this RFT is seeking to establish a panel of suitably qualified and experienced organisations that will provide rapid and reliable access for the AFP to leading Australian and international technical expertise, research and best-practice in police capacity building and related professional fields to complement in-house capacity on an as-required basis.
- 1.2.2 The services provided will be to support the delivery of AFP police capacity building programs primarily, though not exclusively, in the Pacific.
- 1.2.3 The duration of service delivery may range from a few days to several months and will often take place overseas. Personnel may be needed to be available at short notice to provide services either in Australia or overseas.
- 1.2.4 The Panel arrangements will be for an initial period of three (3) years. The AFP may, at its absolute discretion, extend the term of the agreement for up to two (2) further periods of one (1) year each.

1.3 COMMONWEALTH REPORTING REQUIREMENTS

- 1.3.1 The AFP, as a Commonwealth agency, is subject to a number of specific requirements, which support internal and external scrutiny of its tendering and contracting processes.
- 1.3.2 These include:
 - (a) the requirement to publish details of agency agreements, Commonwealth contracts and standing offers with an estimated liability of \$10,000 or more in the Contracts Reported section of AusTender; and
 - (b) the requirement to report a list of contracts valued at \$100,000 or more and identify confidentiality requirements in accordance with the Senate Order on Department and Agency Contracts.
- 1.3.3 Tenderers should also note that the Parliament and its Committees have the power to require the disclosure of AFP contracts and contract information to enable them to carry out their functions.

1.3.4 The AFP will treat as confidential any information provided by Tenderers/prospective suppliers prior to the award of a contract. Once a contract has been awarded, the AFP will not keep such information confidential if it was provided by the successful Tenderer/supplier unless:

- (a) the supplier requests in writing that specific information should be kept confidential;
- (b) the specific information is by its nature confidential; and
- (c) the AFP agrees to that request.

1.3.5 In considering a request for confidentiality, the AFP will consider whether disclosure would cause detriment to the contractor or other third party and the circumstances under which the information was disclosed. The AFP will also consider whether confidentiality is supported by the underpinning principles of Commonwealth procurement such as *value for money*, *accountability* and *transparency*.

1.4 LODGEMENT DETAILS

1.4.1 Your response is required at the following address (“Lodgement Address”) and by the following date and time (“Tender Closing Time”):

Lodgement Address	RFT 34-2009 AFP Tender Box Level 1 (Decipha Mail Services) 53-73 Alinga Street Canberra ACT 2600
Tender Closing Time	<u>on or before</u> 2:00 pm (ACT local time) on 7 December 2009

1.4.2 The original and two (2) copies of the tender should be submitted (in hard copy) together with a Compact Disc, containing one electronic copy in Microsoft Word and Excel as appropriate or PDF format. The original should be clearly marked “Original”, and the copies clearly marked “Copy” and sequentially numbered.

1.4.3 Tenders lodged after the **Tender Closing Time** or at location other than the **Lodgement Address** will NOT be considered by the AFP unless it is proven that the tender was mishandled by the AFP.

1.4.4 The AFP recommends that Tenderers use a courier service to deliver their submissions rather than the normal postal service including Express Post.

1.5 TIMETABLE

1.5.1 The following indicative timetable is proposed for this tender process:

- (i) Tender enquiry closing date 30 November 2009 at 2:00pm (ACT local time)
- (ii) Tender Closing Time 7 December 2009 at 2:00pm (ACT local time)
- (iii) Evaluation completed by 30 March 2010

1.5.2 The Commonwealth reserves the right, exercising absolute discretion, to alter any dates specified in **clause 1.5.1**.

1.6 ENQUIRIES

1.6.1 Tenderers should direct any queries arising from this RFT to:

Contact Officer: Mr John Hawkins
Email: johnj.hawkins@afp.gov.au

1.6.2 Where a Tenderer raises a query in relation to this RFT (which must be in the form of an **email** and not a verbal enquiry) with the Contact Officer listed above, the response to that query will be posted via AusTender addenda, and hence made available to all Tenderers. Any questions received later than one week prior to the Tender Closing Time may not be responded to, or posted as addenda on AusTender.

1.7 COOPERATIVE AGENCY PROCUREMENT

1.7.1 Departments or agencies of the Commonwealth of Australia (in addition to the AFP), may avail themselves of the agreements resulting from this RFT, in accordance with the Commonwealth Procurement Guidelines. Consequently, the volume of services that may be required under this RFT may increase in accordance with the requirements of other departments or agencies of the Commonwealth of Australia.

PART 2 - CONDITIONS OF TENDER

2.1 AUSTENDER, THE AUSTRALIAN GOVERNMENT TENDER SYSTEM

- 2.1.1 AusTender is the online tendering system for Australian Government Agencies. AusTender allows Tenderers to download tender documentation and access addenda. Tenderers must first register with AusTender at <https://www.tenders.gov.au>.
- 2.1.2 Access to and use of AusTender may be subject to terms and conditions. Tenderers must agree to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on the AusTender website.
- 2.1.3 It is the responsibility of Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on the AusTender website. Neither the AFP nor the Commonwealth take any responsibility for any problems arising from the Tenderers infrastructure and/or internet connectivity.
- 2.1.4 Tenderers acknowledge that although the Commonwealth has implemented the security measures described on the AusTender website, the Commonwealth does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- 2.1.5 Tenderers must inform themselves concerning all security measures and other aspects of the AusTender technical environment. Tenderers must make their own assessment of the AusTender system prior to using it for any matter related to this request for tender and no responsibility will be accepted by the AFP arising in respect of any use or attempted use by any party of AusTender. By way of example, as with all electronic systems, access to and use of AusTender could be subject to disruption and as systems problem could occur at any time, it is impossible to predict how long it might take to restore normal functionality (particularly if problems are external to AusTender itself).

2.2 REGISTERED TENDERERS AND NOTICES

- 2.2.1 Tenderers may be informed by notices and other information issued as addenda posted on that part of the AusTender website dealing with this RFT.
- 2.2.2 Tenderers who have registered their interest on AusTender, and who have downloaded the tender documentation, will be notified by AusTender via email whenever addenda are issued. It is in the Tenderers' interest to ensure they have correctly recorded their contact details prior to downloading tender documentation.
- 2.2.3 Tenderers are required to log in to AusTender and collect any addenda as notified under **clause 2.2.2**.
- 2.2.4 The Commonwealth will accept no responsibility if a Tenderer fails to become aware of any addendum notice which would have been apparent from a visit to the AusTender website for this RFT or from other information available via the nominated AFP Contact Officer at **clause 1.6.1**.
- 2.2.5 If a Tenderer has obtained tender documentation other than from AusTender, they must visit the AusTender website, register as a user and download the tender documentation for this request for tender.

2.3 AUSTENDER HELP DESK

- 2.3.1 All queries and requests for technical or operational support must be directed to the AusTender Help Desk.

Telephone: 1300 651 698
Email: tenders@finance.gov.au

- 2.3.2 The AusTender Help Desk is available between 9am and 5pm, Monday to Friday (excluding ACT and national public holidays).

2.4 GENERAL INFORMATION FOR TENDERERS

- 2.4.1 All tenders must be submitted in English.
- 2.4.2 For the purpose of this RFT, Tenderers must be an “Organisation” which is an incorporated entity, partnership, government agency or institution. Individuals and sole traders are ineligible to tender under this RFT.
- 2.4.3 Tenderers may request a verbal debriefing following the award of an Agreement in relation to this RFT. Tenderers requiring a debrief should contact the AFP Contact Officer specified in **clause 1.6.1**. Tenderers will be debriefed against the evaluation criteria. In accordance with Commonwealth policy, a Tenderer will not be provided with information concerning other Tenders, except for publicly available information. No comparisons with other Tenders will be made.
- 2.4.4 Eligible Tenderers may tender for more than one of the listed Service Groups in **clause 5.11.4**. **Separate** tenders must be submitted in relation to each Service Group.

2.5 INTERPRETATION

- 2.5.1 Respondents must carefully read this RFT, as failure to understand the scope and needs of the AFP or failure to conform to the conditions of this RFT and the attached Draft Agreement may result in penalties in the evaluation process.
- 2.5.2 It is the AFP’s intention to contract on the basis of the Draft Agreement. The Draft Agreement is attached to this RFT as **Attachment A** and includes any Service Level Agreement, Schedules and Attachments. Tenderers are encouraged to fully inform themselves of the Draft Agreement when preparing their tenders and to make any enquiries before the tender enquiry closing date in accordance with **clause 1.6**.
- 2.5.3 Unless a contrary intention is indicated, this RFT is interpreted in the same manner, and its terms have the same meaning, as in the Draft Agreement. If there is any inconsistency between any parts of the RFT, the Conditions of Tender shall prevail.
- 2.5.4 Tenderers should be aware that one of the key benefits to the AFP of the panel arrangements is that staff can issue an Official Order confident that standard Agreement applies to all panel members providing those services. Accordingly, the AFP will be extremely reluctant to make any changes to the Draft Agreement contained in this RFT unless:
- (a) the Draft Agreement contained errors: or
 - (b) it was the AFP’s judgement that the proposed changes would benefit both the AFP and all successful Tenderers (in which case the AFP would require that any revised clauses would be included in all Agreements for panel members providing those services).

2.6 OFFER AND PERIOD OF TENDER

- 2.6.1 Lodgement of a tender in accordance with this RFT will constitute an offer by the Tenderer on the terms and conditions set out in the Draft Agreement.

- 2.6.2 The Commonwealth requires that tenders submitted in response to this RFT remain open for acceptance for a period of not less than 6 months after the Tender Closing Time.

2.7 OWNERSHIP OF TENDER DOCUMENTS

- 2.7.1 Tenderers submit documents in response to this RFT on the basis that they will become the property of the Commonwealth and that the Commonwealth may use the information contained in those documents for any purpose related to the tender process, including for tender evaluation purposes. Tenderers should also note the provisions of the *Freedom of Information Act 1982*.

2.8 CONFIDENTIALITY

- 2.8.1 The AFP undertakes to keep confidential any Confidential Information (as defined in the Draft Agreement) provided to the AFP by Tenderers prior to the award of contract (“the Agreement”) and, in respect of unsuccessful Tenderers, after contract award.
- 2.8.2 The obligation of confidentiality in this **clause 2.8** does not apply if the Confidential Information is:
- (a) disclosed by the AFP to its advisers or employees solely in order to consider the tender responses;
 - (b) disclosed by the AFP to the responsible Minister;
 - (c) disclosed by the AFP, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (d) authorised or required by law to be disclosed; or
 - (e) in the public domain otherwise than due to a breach of this **clause 2.8**.
- 2.8.3 The AFP will agree to keep confidential any specific information provided under, or in connection with, the Contract where it is appropriate to do so having regard to the matters covered by the Commonwealth's *Guidance on Confidentiality of Contractors' Commercial Information*¹.
- 2.8.4 To enable the AFP to consider whether it agrees to keep specific information confidential Tenderers must include in their tender any request that information is to be treated as confidential following the award of a contract to it, specifying the information and giving reasons why it is necessary to keep the information confidential.
- 2.8.5 The AFP will consider any request made under this **clause 2.8** and will inform the Tenderer whether or not the AFP, in its sole discretion, agrees to the request and the terms under which it agrees.
- 2.8.6 The terms of any agreement will form part of the Agreement to be awarded at the completion of the tender process.

2.9 AFP'S RIGHTS

- 2.9.1 Without limiting its rights at law or otherwise, the AFP reserves the right in its absolute discretion at any time to:
- (a) terminate this RFT or cease to proceed with the process outlined in this RFT;
 - (b) change the structure and timing of the RFT process;
 - (c) vary or extend any time or date in this RFT for all or any Tenderer or other persons, at any time and for such period, as the AFP in its absolute discretion considers appropriate;
 - (d) suspend or vary the RFT process or any part of it;

¹ Available at <http://www.finance.gov.au/ctc/>

- (e) terminate further participation in the RFT process by any Tenderer for any reason, regardless of whether the tender submitted conforms with the requirements of this RFT;
- (f) terminate any negotiations being conducted at any time with any Tenderer for any reason;
- (g) require additional information or clarification from any Tenderer or anyone else or provide additional information or clarification;
- (h) negotiate with any one or more Tenderer and allow any Tenderer to change its tender;
- (i) call for new tenders;
- (j) reject any tender received after the Tender Closing Time;
- (k) consider and accept or reject any tender that does not comply with this RFT;
- (l) waive or vary any obligation of any Tenderer under a contract;
- (m) negotiate with any person who is not a Tenderer and enter into a contract in relation to this exercise with that person on such terms as the AFP in its absolute discretion accepts without prior notice to any other Tenderer;
- (n) include further Commonwealth agencies in this RFT or, if there is more than one agency, withdraw agencies, during the tender process;
- (o) add to, alter, delete or exclude any Services to be acquired by the AFP including the inclusion of any additional services within this exercise;
- (p) publish the names of Tenderer(s) (whether successful or unsuccessful); and
- (q) allow or not allow a related body corporate within the meaning of the *Corporations Act 2001* (Cth) to take over a tender in substitution for the original Tenderer.

2.9.2 The AFP reserves the right to forward any clarification of the meaning of the content of this RFT to all known Tenderers on a non-attributable basis.

2.10 AFP APPOINTEES

2.10.1 The AFP has responsibilities for ensuring that high standards of professional conduct are maintained by all personnel involved in the performance of AFP functions or delivery of services to the AFP. As a result, under section 35(2) of the AFP Act, the AFP may determine the Successful Tenderer, any specified personnel or subcontractors to be AFP Appointees for the purposes of the AFP Act. Whether the AFP makes an AFP Appointee determination will depend upon the nature of the services being delivered.

2.10.2 If the Successful Tenderer, any specified personnel or subcontractors are determined to be an AFP Appointee, they will be subject to professional standards obligations under the AFP Act, the AFP Code of Conduct and AFP Professional Standards framework.

2.10.3 Tenderers are required to inform themselves of the role and responsibilities of an AFP Appointee and acknowledge that they have read and understood the obligations of an AFP Appointee contained in the document titled “*A Reference Guide to Professional Standards in the AFP*” which will be issued to those personnel selected to hold the position of Appointee.

2.10.4 Tenderers acknowledge their responsibility to inform any Specified Personnel and subcontractors that they may be determined to be AFP Appointees, and that they may be required to sign a Deed of Personal Obligation in the form included in the Draft Agreement.

2.11 TENDERERS TO INFORM THEMSELVES

2.11.1 Tenderers are considered to have:

- (a) examined this RFT, any documents referenced herein and any other information made available in writing by the Commonwealth to Tenderers for the purpose of tendering;
- (b) examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies, and other circumstances having an effect on their tender; and
- (c) satisfied themselves as to the correctness and sufficiency of their tenders (including prices).

2.11.2 Tenders are made on the basis that Tenderers acknowledge that:

- (a) they do not rely on any oral or written representation, document, or other conduct as adding to or amending these conditions other than amendments in accordance with this RFT;
- (b) they do not rely upon any warranty or representation made by or on behalf of the Commonwealth, except such as are expressly provided for herein, but they have relied entirely upon their own enquiries and inspection in respect of the subject of their tender; and
- (c) they have not relied on any information provided by the Commonwealth unless that information forms part of this RFT. The Tenderer waives any claim it may have against the Commonwealth on the basis of misrepresentation or negligence except in relation to any information contained in this RFT.

2.11.3 The Commonwealth accepts no responsibility for the failure by a Tenderer to comply with, or any misunderstanding by, the Tenderer of this RFT.

2.12 COLLUSIVE BIDDING

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

2.12.2 The AFP may also involve the Australian Competition and Consumer Commissioner (ACCC) to provide assistance to the AFP in relation to any competition issues concerning a Tenderer or related to a tender.

2.13 CONSORTIA

2.13.1 A tender submitted by a consortium may be rejected by the AFP if the Tenderer:

- (a) does not propose to contract with AFP as one separate legal entity; and
- (b) has not specified one single point of contact for its consortium.

2.14 ADVERTISING MATERIAL

2.14.1 Tenderers must not provide advertising or marketing material unless requested by the AFP.

2.15 APPLICABLE LAWS

2.15.1 The laws of the Australian Capital Territory (ACT) apply to this RFT.

PART 3 - TENDER RESPONSE

3.1 SUBMISSION OF TENDER

Lodgement

- 3.1.1 Responses to this tender are to be lodged at the **Lodgement Address** by the **Tender Closing Time** (see **clause 1.4**).
- 3.1.2 Tenderers are required to provide separate tenders for each Service Group.

Copies

- 3.1.3 An original and two (2) copies of the tender should be submitted (in hard copy) together with a Compact Disc, containing one electronic copy in Microsoft Word or PDF format. The original should be clearly marked “Original”, and the copies clearly marked “Copy” and sequentially numbered.
- 3.1.4 Tenderers should complete the Cover Sheet at **Annexure A**, which is to form the first page of the Tenderer's response, as well as the Tender Schedules at **Annexure B** and the Deed of Declaration, Disclosure and Acknowledgement at **Annexure C**.

Improper Assistance and Conflict of Interest

- 3.1.5 Tenderers shall not use the improper assistance of employees or former employees of the Commonwealth or information unlawfully obtained in compiling their tenders.
- 3.1.6 Tenders must provide details of any circumstances or relationships that constitute or may constitute a conflict or potential conflict of interest regarding this RFT or your potential obligations under any formal Agreement with the AFP.
- 3.1.7 Tenderers must execute the Deed of Declaration, Disclosure and Acknowledgement at **Annexure C** to this RFT and submit that document with their tenders.

3.2 COMPLIANCE

- 3.2.1 In evaluating offers, considerable importance will be placed on the Tenderers acceptance of the total requirements of this RFT and the Draft Agreement.
- 3.2.2 The terms and conditions of the Draft Agreement represent the basis upon which the AFP proposes to contract with the successful Tenderer. The successful Tenderer will be expected to sign an agreement to provide the services in substantially the same form as the Draft Agreement.
- 3.2.2 Tenderers are evaluated as to the degree of compliance with all clauses of this RFT and the Draft Agreement. Where a Tenderer does not comply with a particular clause of the RFT or Draft Agreement, the Tenderer must state the extent of non-compliance in **Tender Schedule H** and provide full details of any alternative proposal, including the suggested alternative wording of a clause in the Draft Agreement. The AFP may, in its discretion, reject the suggested alternative wording of a clause in the Draft Agreement provided by the Tenderer. The AFP reserves the right to contract with the successful Tenderer on the terms and conditions of the Draft Agreement in its original form.
- 3.2.3 Tenderers must state the extent of non-compliance with the RFT and/or the Draft Agreement in the format provided at **Tender Schedule H** in accordance with the following:
 - (a) specifying the clause of the RFT and/or the Draft Agreement;

- (b) state the extent of non-compliance and full details of any alternative proposal and, if applicable, the suggested alternative wording of a clause in the Draft Agreement; and
- (c) provide the price differential between compliance and non-compliance.

3.2.4 Where no response is indicated in **Tender Schedule H** in respect of a clause of this RFT or the Draft Agreement, a Tenderer will be taken to have responded **“Complies”** with that clause.

3.3 BID MANAGER

- 3.3.1 Tenderers are required to nominate on the completed Tender Response Cover Sheet (**Annexure A**) one Bid Manager as a single point of contact through which further discussion or information about the tender can be coordinated.
- 3.3.2 The Bid Manager must have authority on behalf of the Tenderer to supply any acknowledgments required in the tender and to bind the Tenderer, and if a prime contractor, to bind all of its subcontractors. The Bid Manager will be required during any contract negotiations (if such negotiations are necessary) and must have the authority to make decisions on behalf of the Tenderer.

3.4 CONTRACT MANAGER

- 3.4.1 The Tenderer should make it clear how contract administration and allocation of responsibility for the provision of delivery of the services will be managed.
- 3.4.2 One representative of the Tenderer must be nominated as the Contract Manager. The Contract Manager will be responsible for:
 - (a) liaison between all parties;
 - (b) decision-making in respect of the Tenderer for the term of the Agreement; and
 - (c) the successful implementation, coordination, management and execution of the services provided under the Agreement.
- 3.4.3 Tenderers are required to provide detailed information about the Contract Manager, including curriculum vitae for that person.

3.5 SECURITY REQUIREMENTS

- 3.5.1 The AFP has certain responsibilities for ensuring that an appropriate security environment for the protection of its functions and official resources is maintained. Accordingly, the AFP has a responsibility for ensuring that any goods and/or services provided by a service provider on behalf of the AFP are delivered at the required standard, and that official resources including accountable items and information related to the goods and/or services are secured from unacceptable risk.
- 3.5.2 The AFP reserves the right to perform such security, probity, financial and referee checks and procedures as the AFP, at its absolute discretion, may determine are necessary in relation to the Tenderer, its partners, associates or related entities including their officers or employees and subcontractors.

3.6 TENDER PREPARATION COSTS AND TIME

- 3.6.1 An objective of both the Commonwealth and industry is to minimise the costs of tendering, consistent with meeting tender requirements. To achieve improvement, Tenderers are requested to provide an estimate of the time (hours) taken by them, as well as their costs (rounded to nearest \$1,000) to complete their tender submission.

- 3.6.2 All costs incurred by or on behalf of the Tenderers in respect of and in relation to this tender, including preparing and lodging the tender, are agreed to be wholly the responsibility of those Tenderers. The Commonwealth accepts no liability or obligation whatsoever for costs incurred by or on behalf of any Tenderer in connection with participation in this tender process.

PART 4 - EVALUATION

4.1 TENDER ASSESSMENT

- 4.1.1 Tenders received are evaluated in accordance with the selection criteria to determine the successful Tenderer. The Tender evaluation process may, at the sole discretion of the AFP, involve presentations by some or all Tenderers, visits to Tenderers' sites, discussions with Tenderers and requests to Tenderers to provide written clarification of various aspects of their Tenders. Discussions may be held with some or all of the Tenderers to seek further clarification of their tenders.
- 4.1.2 Tenders will be assessed on the basis of compliance with the selection criteria to determine which Tender/s provides the Commonwealth with best value for money. In the assessment of Tenders, the Commonwealth will among other matters (and not in order of priority) take into account (without limitation) the following matters:
- (a) **Tender Schedule A** – Delivery of Service;
 - (b) **Tender Schedule B** – Key Personnel;
 - (c) **Tender Schedule C** – Demonstrated Experience;
 - (d) **Tender Schedule D** – Tenderers Insurance Details;
 - (e) **Tender Schedule E** - Equal Opportunity for Women;
 - (f) **Tender Schedule F** – Tenderer Solvency Statement;
 - (g) **Tender Schedule G** – Confidential Information;
 - (h) **Tender Schedule H** - Compliance; and
 - (i) **Tender Schedule I** – Financial Proposal Format.

4.2 NEGOTIATIONS AND PREFERRED TENDERER

- 4.2.1 The Commonwealth reserves the right to, at any time to seek clarification in relation to any ambiguity or uncertainty from any or all of the Tenderers in relation to their tenders.
- 4.2.2 The AFP may evaluate a Tenderer (or Tenderers) as being a “Preferred Tenderer”. If so, the AFP may then enter into contract negotiations with one or more Preferred Tenderers. The AFP may also, at any time, re-evaluate a Preferred Tenderer as no longer being preferred.

PART 5 - STATEMENT OF REQUIREMENT

5.1 NATURE OF SERVICES

- 5.1.1 The Australian Government has given a mandate to the AFP to strengthen law and order in the Pacific region and other areas of national interest. The AFP International Deployment Group (IDG) is currently involved in capacity development programs in Cambodia, Vanuatu, Tonga, Samoa, PNG, Nauru, the Solomon Islands, East Timor and Afghanistan and is currently developing a regional Pacific Police Development Program (PPDP).
- 5.1.2 The AFP is providing much of this support from within internal resources. However, it is seeking an innovative approach to providing rapid and reliable access to leading Australian and international technical expertise, research and best-practice in police capacity building and related professional fields to complement in-house capacity.
- 5.1.3 It is proposed to establish a Panel of Organisations with the capability to facilitate the identification, engagement, deployment and performance management of specialist experts across a wide range of disciplinary skills required to support the implementation of AFP managed capacity development programs.
- 5.1.4 The core objective of the Panel will be the rapid and reliable access for the AFP to professional skills on an as-required basis across a range of professional fields to support the delivery of police capacity building programs primarily, though not exclusively, in the Pacific.
- 5.1.5 Under the Panel arrangement a number of Organisations will be selected which are assessed as being capable of being a 'one-stop shop' for the sourcing or internally providing, deploying and managing the provision of professional services as required by the AFP from time to time.
- 5.1.6 Organisations appointed to the Panel will be provided with the opportunity to provide Services specified by the AFP on an as-required basis under the conditions provided for in the Draft Agreement (**Attachment A**).
- 5.1.7 The duration of each contracted service delivery may range from a few days to several months and will often take place overseas therefore personnel may be needed to be available at short notice to provide services both in Australian and international locations.
- 5.1.8 The professional services required have been organised into specialist categories ('Service Groups'). There may be some overlap between categories. Organisations can tender for registration under one or more of Service Groups listed in **Clause 5.11.4**.
- 5.1.9 Successful Panel members will only be eligible to provide services under those Service Groups for which they have nominated and been admitted to the Panel. Separate tenders for each Services Group are required.
- 5.1.10 A number of the Police Forces within the Pacific are not only responsible for the provision of law enforcement services but are also responsible for the delivery of Correctional Services, Fire Services, Maritime Services, Emergency Management Services and Customs and Immigration. Successful Panel members may also be asked to provide specialist services in these fields.

5.2 REQUEST FOR QUOTES

- 5.2.1 Information listed in **Tender Schedule I** will form the basis for calculation of the total amount payable by the AFP for the provision of those Services in any Official Order issued pursuant to the Draft Agreement.

- 5.2.2 Request for quotations and nominated consultants may also be sought from Panel members for items that are within the scope of a Service Group but are not specifically addressed nor listed in **Tender Schedule I**.
- 5.2.3 The request for quotation process is intended to be implemented in a manner that will be efficient, effective, appropriate, and fair to all relevant parties so as to produce maximum value for money.
- 5.2.4 To this end, a range of factors will be considered to determine the nature and number of panel members from whom quotations may be sought in any circumstance. These include, but are not limited to:
- a) the estimated value of the Services;
 - b) the timeframe for delivery;
 - c) the level of urgency (including urgency in selecting a Panel member);
 - d) track record and previously demonstrated expertise; and
 - e) the degree of risk.

5.3 NON-EXCLUSIVITY OF SERVICE PROVISION

- 5.3.1 The AFP reserves the right to acquire the Services from providers other than the Organisations (if any) appointed to the Panel.
- 5.3.2 The AFP does not guarantee the purchase of any particular volume of Services during the period of the Draft Agreement, nor does it guarantee to purchase any Services whatsoever under the Draft Agreement.

5.4 CURRENT ARRANGEMENTS

- 5.4.1 There is no current panel arrangement in place for the Services being tendered.

5.5 SERVICE MANAGEMENT

- 5.5.1 The Customers Representative will be the AFP International Development Group, Senior Contract Manager.
- 5.5.2 Engagement of an Organisation from the Panel will be undertaken by a nominated representative for each AFP Business Area. The delivery of the Services will be required to be undertaken in close consultation with the Business Area representative and/or the Customer Representative.
- 5.5.3 The Panel member may be required to participate in regular meetings with the Customer's Representative on issues impacting on service delivery. These meetings will be requested by the Customers Representative on an as-needs basis. The participation may include the provision of:
- a) ongoing consultation on issues such as Service item suitability and/or performance; or
 - b) information relating to the Panel member's activities with the AFP such as orders accepted, key performance indicators and other accountability requirements that may arise in the course of the contract period.
- 5.5.4 In delivering the Services, the Panel member will be required to initially and continuously review service delivery operations to ensure that any actual or potential conflict of interest is identified as early as possible and formally advised to the Customer's Representative as soon as it is identified.

5.6 SECURITY REQUIREMENTS

- 5.6.1 Tenderers should be aware that in some overseas locations physical and personal security issues may need particular attention. It will be the Panel member's responsibility to ensure the security

of personnel and the security of equipment required to complete services provided under the Agreement.

- 5.6.2 In delivering the Services, the Panel member will be required to ensure that the security and sensitivity of AFP and individuals' information is protected through compliance with the Privacy Act, the AFP Act and Regulations, and AFP policies and procedures.
- 5.6.3 It is not anticipated that the Panel member, an employee or sub-contractor will be required to access information higher than unclassified level. Where such information is required, a Deed of Confidentiality will be required.

5.7 EQUITY AND DIVERSITY

- 5.7.1 The Service Provider are to familiarise themselves with the AFP's Equity and Diversity policies and legislation. Any person engaged by the AFP in the provision of Services will be provided with the booklet "*Diversity in the Australian Federal Police*" and will be expected to comply with all policies and directions given in relation to Equity and Diversity.
- 5.7.2 Tenderers should note that the Australian Government has made commitments under the *Accra Agenda for Action* (2008) and the *Paris Declaration of Aid Effectiveness* (2005) to promote the provision of technical co-operation by local and regional resources, including through co-operation and shared learning between developing countries.

5.8 REPORTING

- 5.8.1 Depending on the service being undertaken, it is expected that, as a minimum, the Service Provider is to issue a bi-annual activity statement to the Customer's Representative detailing activity, related business area and cost.
- 5.8.2 All reports must be provided in a form suitable for archiving as deemed appropriate by the AFP.
- 5.8.3 Reports or other documentation required as part of the services to be delivered will be detailed in the Official Order issued pursuant to the Draft Agreement.

5.9 CONTRACTOR PERFORMANCE

- 5.9.1 Satisfactory performance (and particularly timeliness and quality) of services as set out in the Services Order may be taken into account in awarding further work under this Agreement and in selections for future AFP work.
- 5.9.2 AFP reserves the right to introduce a performance system in relation to the Panel arrangements at its discretion.
- 5.9.3 The Key Performance Indicators to be used to assess the format and the quality of both the process of the Services and the various outputs to be delivered include the following:
 - a) Timeliness of deliverables:

Achievement of the timeframes as set out in the Official Order and delivery of the monthly statements.
 - b) Format and quality of the deliverables:
 - (i) Acceptance by the Customer's Representative of the quality of the work undertaken, actual deliverables and the protocols followed, which underpin the service outcomes; and

- (ii) Satisfactory responses by AFP Business Areas and other stakeholders.
- c) Effectiveness of Panel member's team:

Unqualified acceptance by the Customer's Representative that the Panel member customer service team was composed of individuals with the qualifications, skills, professional experience, and life experience appropriate to the specific service requirement as set out in the Official Order.
- d) Compliance with the description of Services:

Acceptance by the Customer's Representative that the service requirement as set out in the Official Order has been delivered
- e) Compliance with other aspects of the Agreement.

5.10 DOCUMENTATION PROTECTION REQUIREMENTS

- 5.10.1 The Service Provider will be required to maintain all required records and documentation in accordance with relevant legislation, regulations, Commonwealth and AFP policies and instructions.

5.11 DETAILED SERVICE REQUIREMENT

- 5.11.1 The AFP is establishing a panel of Organisations which will identify, engage, deploy and manage specialist expertise and provide other forms of specialist support to assist the AFP in the delivery of police capacity building services primarily, though not exclusively, in the Pacific.
- 5.11.2 Personnel provided by Panel members may be required to work as part of a team comprising personnel obtained from other service providers. In all cases, they will be expected to work in a cooperative and efficient manner to achieve the objectives of the development program they are working on.
- 5.11.3 Panel member/s will be responsible for;
 - a) Managing, and all related administration involved in, the establishment and maintenance of a database of experts from which to draw upon;
 - b) Providing details of up to three nominees capable of providing the requested professional services within the time and in the country requested by the AFP. Details will usually include curricula vitae and fixed price quotes for each nominee, the fixed price quotes will be in accordance with the Agreement based on information provided in **Tender Schedule I**;
 - c) If an Official Order is received, manage the delivery of requested professional services. This will include arranging logistics if travel is required, necessary health checks, insurances, accommodation and providing quality control of any reports and performance management to ensure that the professional services to the standards required; and
 - d) Liaising with the AFP Representative/s, as appropriate to ensure that the performance of all requested tasks conform to the relevant AFP Program objectives, operational policies and quality standards.
- 5.11.4 The professional services required have been organised into the following categories ('Service Groups'). There may be some overlap between categories.
 - a) Learning and Development Services;
 - b) Analytical and Research Services; and
 - c) Advisory Services;

5.11.5 While each of the Service Groups may be called upon across the range of professional services (see **clause 5.12.1 below**), the initial identified priority areas are: police executive staff development; police officer specific capacity building or training; public sector administration relating to police organisations; and monitoring and evaluation related.

(a) Learning and Development Services

5.11.6 The Learning and Development Panel member may be required to prepare or assist in the preparation of training material, organise training facilities and student attendance, delivery of training package, evaluation of training packages and mentoring students.

Services within this category include;

- a) Executive Training services;
- b) Executive police mentoring and coaching services;
- c) General Police training;
- d) Specialist Police training;
- e) Public Financial management training;
- f) Human Resource management training;
- g) Logistics training;
- h) Records Management training; and
- i) Other learning and development services as required.

(b) Analytical and Research Services

5.11.7 The Analytical and Research Panel members may be required to provide a range of services that will assist to improve and/or investigate the effectiveness of the police capacity development programs in specific countries, sub-regions or regions. This may include assessment of how they contribute to improved police effectiveness and enhance the public confidence in police services.

Services within this category include;

- a) Preparation of reports, synthesising best practice, position papers, conference papers, policy papers and other relevant publications;
- b) Provision and analysis of background data;
- c) Preparation of research papers and/or literature reviews;
- d) Collection and or provision of statistical data;
- e) Review of Policing assistance in Pacific or other countries;
- f) Summarising reports;
- g) Development of analytical reports for country policing programs which may include economic modelling in relation to policing finance analysis from multiple perspectives including, for example, aspects of efficiency and application of gender equality;
- h) Country policing program performance monitoring and evaluation; and
- i) Other Research and Analytical Services as required.

For the purpose of this RFT and the Draft Agreement, 'Research' shall not include long-term academic research projects such as Australian Research Council Grants and long-term experimental research.

(c) Advisory Services

5.11.8 The Advisory Services Panel members may be required to undertake short to medium term position in Australia or overseas to support program implementation, including the provision of in-country office management support services.

Services within this category include:

- a) Design of police assistance activities including analysis of needs and options;
- b) Support for the development of national policing policies and country policing strategies;
- c) Results/outcome-based performance monitoring of policing sector that use and strengthen existing processes;
- d) Policing service delivery evaluation;
- e) Participation in peer reviews;
- f) Appraisal of country policing strategies, programs and designs;
- g) Provision of specialist technical advice on a program/sectoral basis;
- h) Preparation of activity documentation; and
- i) Other Advisory Services as required.

5.12 Scope of Professional expertise

5.12.1 In recognition of the expansive responsibilities of partner policing services that the AFP works with internationally and the importance of supporting police capacity development as part of an integrated law and justice sector, the AFP may seek the professional services listed in the Service Groups above in relation to the following fields:

- (a) Policing services;
- (b) Correctional services;
- (c) Fire and Emergency management services;
- (d) Maritime services;
- (e) Customs and Immigration services;
- (f) Law reform and legislative drafting;
- (g) Public sector management and administration, including, but not limited to human resource and financial management and policy development; and
- (h) Gender equality, including but not limited to gender sensitive analysis of program design, monitoring, review and implementation.

**ANNEXURE A
COVER SHEET FOR TENDERER'S RESPONSE**

AUSTRALIAN FEDERAL POLICE

**REQUEST FOR TENDER
FOR
Supplementary Capacity Building Service Panel**

SERVICE GROUP: [please insert]

Tender Closing Time: 2:00 pm ACT local time
on 7 December 2009

Lodgement Address: RFT 34-2009
AFP Tender Box
Level 1 (Decipha Mail Services)
53-73 Alinga Street
Canberra ACT 2600

Name of Tenderer: _____

ABN: _____

ACN: (Unless included in ABN) _____

Street Address: _____

Postal Address: _____

Name of Bid Manager _____

Telephone of Bid Manager () _____

Facsimile of Bid Manager: () _____

E-mail: _____

Internet Address: _____

ANNEXURE B - Tender Schedules

TENDER SCHEDULE A - DELIVERY OF SERVICE

To assist the Commonwealth in evaluating its Tender, the Tenderer are requested to respond to each selection criteria outlined below in the following format:

- (i) all pages are to be on A4 paper with page margins no less than 2.5cm;
- (ii) in a type font of no less than 12 point, formatted in a single column;
- (iii) clearly label each selection criteria response; and
- (iv) must not exceed six (6) pages in length.

Tenderers should note information provided in other Tender Schedules will be used to supplement claims made in the response to these selection criteria for evaluation purposes.

DELIVERY OF SERVICES:

- a) Demonstrated administrative and management capacity to provide the services required in Australia and international context

Tenderers should provide information on appropriate administrative, contract management, financial systems, insurance arrangements and processes to support the contracting, and deployment of technical experts in a timely manner and to manage their performance.

- b) Demonstrated linkages and professional networks that would enable the identification of appropriate experts capable of providing services as requested noting the capacity development context

Tenderers should provide information on relevant Australian and international linkages and professional networks to be drawn on to identify experts across the range of professional fields potentially required and the countries in which AFP is currently working. Tenderers should note the AFP's commitment to equity and diversity and to the use of local experts.

- c) Approach to delivering the services requested

Tenderers should provide information on how they would go about delivering services based on its understanding of the RFT and the Draft Agreement.

This is Tender Schedule A to the annexed Tender dated the

day of

20

Tenderer:

Signed:

Title:

ANNEXURE B - Tender Schedules

TENDER SCHEDULE B – KEY PERSONNEL

To assist the Commonwealth in evaluating its Tender, the Tenderer is requested to submit the following information in the following format:

- (i) all pages are to be on A4 paper with page margins no less than 2.5cm;
- (ii) in a type font of no less than 12 point;
- (iii) clearly label each different CV; and
- (iv) each CV may not exceed three (3) pages in length.

1. KEY PERSONNEL

The Tenderer is requested to provide a signed curriculum vitae (CV) for the nominated Contract Manager to fill the role as required in **clause 3.4**. Tenderers may choose to provide a CV for up to an additional two key personnel who would be involved in the delivery of the services. Where this option is adopted, provide a very brief description of their position and respective role in the delivery of the services.

Curricula vitae must include:

- a) name and current contact details (email address and telephone numbers);
- b) nationality and if relevant, permanent resident status;
- c) professional development and qualifications, including institutions and date of award;
- d) relevant employment history including commencement and termination dates;
- e) details of recent and relevant work in roles similar to those proposed under this RFT; and
- f) name of at least two (2) referees (including day-time contact telephone numbers, current email address, firm and position held), who are able to comment on the work claimed by the nominated person. Referees may not be employed by the AFP or by the Tenderer. The AFP reserves the right to check with nominated and independent referees.

Curricula vitae must be signed and dated and include the following certification:

“I, *[insert name]*, declare that the information provided in this CV is accurate and I hereby authorise the Commonwealth to make whatsoever inquiries it may consider reasonable and necessary to undertake in the course of the Tender assessment in relation to the information I have provided in this CV or any other matter which may relate to my suitability for the position for which I have been nominated.”

2. PROPOSED TEAM STRUCTURE

The Tenderer must also provide an Organisational chart in the Tenderers format (preferably one page only) showing the structure of the Tenderers team proposed for the provision of the Services.

This is Tender Schedule B to the annexed Tender dated the
Tenderer:

day of 20

Signed:

Title:

ANNEXURE B - Tender Schedules

TENDER SCHEDULE C – DEMONSTRATED EXPERIENCE

To assist the Commonwealth in evaluating its Tender, the Tenderer are requested to respond to each selection criteria outlined below in the following format:

- (i) all pages are to be on A4 paper with page margins no less than 2.5cm;
- (ii) in a type font of no less than 12 point, formatted in a single column;
- (iii) clearly label each selection criteria response; and
- (iv) must not exceed six (6) pages in length.

Tenderers should note information provided in other Tender Schedules will be used to supplement claims made in the response to these selection criteria for evaluation purposes.

1. DEMONSTRATED EXPERIENCE

Demonstrated experience in providing similar or relevant services in Australia and/or international development context

Tenderers should provide information on when they have provided relevant similar services. This should include information on the countries in which the services have been provided, the range of professional fields covered and description of outcomes of the services.

The responses from Tenderers must include the following information:

- a) Project name and/or Client;
- b) Approximate value and duration of the contract (including start and end dates);
- c) Country/ies and location within country in which services were delivered;
- d) Description of the services provided and the context in which they were provided. Include examples of any problems experienced during the provision of the services and solutions implemented to resolve those problems; and
- e) a referee from the client in relation to the services provided including day-time contact details (email address and phone numbers).

This is Tender Schedule C to the annexed Tender dated the
Tenderer:

day of 20

Signed:

Title:

ANNEXURE B - Tender Schedules

TENDER SCHEDULE D - TENDERER'S INSURANCE DETAILS

To assist the AFP in evaluating its Tender, the Tenderer is requested to provide details of the insurances which it has or will put in place for the purposes of meeting the requirements of the Draft Agreement.

Insurance Type	Insurance Company	Policy No	Extent of Cover		Policy Period	Deductible \$A
			Per occurrence/claim \$A	Aggregate \$A		
Workers' Compensation Insurance and Employees Liability Insurance						
Public Liability Insurance						
Medical and Medical Evacuation Insurance for employees and sub-contractors working internationally						
Professional Indemnity Insurance						
Other						

This is Tender Schedule D to the annexed Tender dated the

day of

20

Tenderer:

Signed:

Title:

ANNEXURE B - Tender Schedules

TENDER SCHEDULE E - EQUAL OPPORTUNITY FOR WOMEN

The *Equal Opportunity for Women in the Workplace Act 1999* (Cth) (**EOWW Act**) requires private sector employers of 100 or more employees, and also higher education institutions, to establish affirmative action programs. The Commonwealth Government has adopted a policy of not purchasing goods or services from suppliers who do not comply with their obligations, if any, under the EOWW Act.

To assist the Tenderer to demonstrate its ability to satisfy the criteria, and to assist the AFP in evaluating its Tender, the Tenderer is requested to either:

- (a) confirm, in this **Tender Schedule F**, that the EOWW Act does not apply to the Tenderer;

Or

- (b) if the EOWW Act applies to the Tenderer, provide a letter or such other evidence confirming that:
 - (i) the Tenderer is compliant with the EOWW Act or has been waived from the reporting requirements of the EOWW Act; and
 - (ii) the Tenderer's equal opportunity for women in the workplace program has been submitted to and approved by the Equal Opportunity for Women in the Workplace Agency.

* The Tenderer confirms that the EOWW Act does not apply to it.

or

* The EOWW Act applies to the Tenderer and the Tenderer provides with this Tender Schedule I the evidence required under paragraph (b) above.

[*Delete whichever is not applicable].

This is Tender Schedule E to the annexed Tender dated the
Tenderer:

day of 20

Signed:

Title:

ANNEXURE B - Tender Schedules

TENDER SCHEDULE F - TENDERER SOLVENCY STATEMENT

The AFP may undertake an assessment of the financial viability of Tenderers as part of the evaluation process.

However, Tenderers are required to complete and submit the solvency statement below.

SOLVENCY STATEMENT

[Name of Tenderer]
ACN/ABN _____
(Entity)
Solvency Statement

in relation to Services required under RFT 34 – 2009 for the provision of Supplementary Capacity development Service Panel - [insert Service Group]

We, the undersigned, declare and warrant that there are reasonable grounds to believe that the Entity will be able to pay its debts as and when they become due and payable.

Dated _____

Signed:

.....

Name of director/partner/authorised officer¹

.....

Signature of director/partner/authorised officer¹

.....

Name of director/partner/authorised officer¹

.....

Signature of director/partner/authorised officer¹

Notes

1. Strike out whichever is not applicable.

If the company is a sole director company, the director must state that he or she is the sole director of the company.

If the Entity is neither a company nor a partnership, please make appropriate changes to the Solvency Statement so that it reflects the nature of the Entity, noting that further requirements in respect of execution of the Solvency Statement may be required.

This is Tender Schedule F to the annexed Tender dated the

day of

20

Tenderer:

Signed:

Title:

ANNEXURE B - Tender Schedules

TENDER SCHEDULE G - CONFIDENTIAL INFORMATION

The Tenderer:

- (a) may, by completing the section below, identify any specific information provided by the Tenderer to the Commonwealth that it wishes the Commonwealth to keep confidential; and
- (b) must provide justification why the information identified under paragraph (a) should be kept confidential.

Tenderers should note that the Commonwealth policy principles of transparency and accountability promote the disclosure of contractual information to the maximum extent.

Without limiting the AFP's absolute discretion under **clause 2.8** of the Conditions of Tender:

- (c) the following types of information in, or in relation to, contracts would generally not be considered Confidential Information:
 - (i) performance and financial guarantees;
 - (ii) indemnities;
 - (iii) the price of an individual item, or groups of items of goods or services;
 - (iv) rebate, liquidated damages and service credit clauses;
 - (v) performance measures applicable to the Contract;
 - (vi) clauses which describe how Intellectual Property Rights are to be dealt with;
 - (vii) payment arrangements; and
 - (viii) the performance of the Operator against the requirements of the Contract and agreed assessment criteria; and
- (d) the following types of information may meet the criteria of being protected as Confidential Information:
 - (i) trade secrets;
 - (ii) proprietary information (this could be information about how a particular technical or business solution is to be provided);
 - (iii) internal costing information or information about profit margins; and
 - (iv) pricing structures (where this information would reveal whether there was a profit or loss on the supply of particular goods or services).

Specific Information:	Justification:	Period of Confidentiality:

This is Tender Schedule G to the annexed Tender dated the

day of

20

Tenderer:

Signed:

Title:

ANNEXURE B - Tender Schedules

TENDER SCHEDULE H --COMPLIANCE

To assist the AFP in evaluating its Tender, the Tenderer is requested to provide details of any non-compliance with this RFT or the Draft Agreement.

Where no response is indicated in the table below in respect of non-compliance with a clause of the RFT or Draft Agreement, a Tenderer will be taken to have responded “Complies” with that clause.

FORMAT FOR NON-COMPLIANCE WITH THIS RFT AND DRAFT AGREEMENT

Clause	Specify extent of Non-Compliance, including full details of any alternative proposal and, if applicable, the suggested alternative wording of a clause in the Draft Agreement	Price Differential between Compliance and Non-Compliance

This is Tender Schedule H to the annexed Tender dated the

day of

20

Tenderer:

Signed:

Title:

TENDER SCHEDULE I – FINANCIAL PROPOSAL FORMAT

To assist the AFP in evaluating its Tender, the Tenderer is requested to submit the information in the following format depending on the Service Group being tendered for – see Annexes.

The Financial Proposal must:

- a) be submitted in a separate sealed envelop, packaged with the Technical Proposal;
- b) the front cover must clearly state the name of the Tenderer and the Service Group;
- c) be a fully costed fixed proposal for fee rates at current prices inclusive of:
 - i) escalation and any allowance for foreign exchange rate variation;
 - ii) necessary insurances required by the Draft Agreement conditions and for the performance of the services, (including medical and medical evacuation insurances); and
 - iii) administrative support costs such as report and document preparation and printing, transcription, communications, and computer facilities both in Australia and overseas.
- d) be exclusive of GST; and
- e) be expressed in Australian dollars.

In calculating daily fee rates, Tenderers should be aware that the AFP calculates a single daily fee rate based on an eight hour working day. Any additional work undertaken within a 24 hour period cannot be claimed. For international travel, the daily fee rate will apply from the scheduled departure time of overseas travel via international transport.

The information should include:

1. Consultancy Rates and Management Fees for the nominated professional service as specified in the Schedule of Fees Table below.
2. Proposed method for increase in price during the term of the Contract.
3. Fees for Additional Services.

Schedule of Fees / Tender Prices

<u>Consultancy Rate</u>	Daily Rate for less than one month Aus \$0.00 (Ex GST)	Daily rate for between 1 and three months Aus \$0.00 (Ex GST)	Daily rate for between 3 to 6 months Aus \$0.00 (Ex GST)	Daily rate for greater than 6 months Aus \$0.00 (Ex GST)
Regular				
- Policing Services				
- Public sector management and administration				
- Law reform and legislative drafting				
Involved				
- Policing Services				
- Public sector management and administration				
- Law reform and legislative drafting				
Complex				
- Policing Services				
- Public sector management and administration				
- Law reform and legislative drafting				
<u>Management Fee</u>	Daily Rate Aus \$0.00 (Ex GST)	Weekly Rate Aus \$0.00 (Ex GST)	Monthly Rate Aus \$0.00 (Ex GST)	Greater than 3 Month Rate Aus \$0.00 (Ex GST)
<u>Recruitment Costs</u>				
Regular				
- Policing Services				
- Public sector management and administration				
- Law reform and legislative drafting				
Involved				
- Policing Services				
- Public sector management and administration				
- Law reform and legislative drafting				

This is Tender Schedule I to the annexed Tender dated the

day of

20

Tenderer:

Signed:

Title:

Complex				
- Policing Services				
- Public sector management and administration				
- Law reform and legislative drafting				
<u>Administration Cost</u>				
Regular				
- Policing Services				
- Public sector management and administration				
- Law reform and legislative drafting				
Involved				
- Policing Services				
- Public sector management and administration				
- Law reform and legislative drafting				
Complex				
- Policing Services				
- Public sector management and administration				
- Law reform and legislative drafting				
Total Management Fee				
Other Cost (please specify)				

This is Tender Schedule I to the annexed Tender dated the

day of

20

Tenderer:

Signed:

Title:

Note:

1. Airfares (economy only), taxis, accommodation and meal allowance cost will be negotiated on a project by project basis, all other associated costs in providing the services, including medical services, public liability and professional indemnity are to be included in the proposed management fee.
2. The following is a definition of the level of task/experience required:
 - Regular:** This rate will apply to consultants and/or consultancies where the task requires less than 2 years professional experience in relevant and/or similar roles; no developing country experience; and/or is of a routine and uncomplicated nature.
 - Involved:** This rate will apply to consultants and/or consultancies where the task requires specialist skills, between 2 and 10 years professional experience in relevant and/or similar roles and some developing country experience. The task will be of more complicated and involved nature.
 - Complex:** This rate will apply to consultants and/or consultancies where the task requires extensive, 10years+, and/or highly specialised skills and developing country experience. This task will be of a complex and specialist nature.

This is Tender Schedule I to the annexed Tender dated the _____ day of _____ 20____

Tenderer:

Signed:

Title:

ANNEXURE C
DEED OF DECLARATION,

To: Commonwealth of Australia as represented by the Australian Federal Police

(Insert Name and Address of Tenderer)

(“the Tenderer”)

The Tenderer declares and warrants as follows:

1. The Tenderer offers the services in the attached tender bid (“the Tender”) at the prices quoted, upon and subject to the conditions of the Request for Tender and this Deed.
2. The Tenderer’s offer remains open for acceptance by the AFP for at least 6 months from the date of closure of the RFT.
3. The Tender has not been prepared with the benefit of:
 - (a) information obtained from a current or former officer or employee of the AFP in circumstances that constitute a breach of confidentiality or fidelity on the part of that person; or
 - (b) information otherwise improperly obtained from the AFP;
4. The Tenderer, to the best of its knowledge, has disclosed to the AFP any matter that may materially affect the Tenderer’s performance of the contract, including, but not limited to:
 - (a) any security, probity or integrity issue, including current or pending investigations or enquiries by any government, law enforcement, or regulatory body, into the Tenderer (including its directors, officers, employees, agents, contractors, partners, associates and related entities);
 - (b) any unsettled judicial decisions against the Tenderer in respect of unpaid employee entitlements; or
 - (c) financial capacity and viability of the Tenderer.
5. The Tenderer warrants that the Statement of Compliance included in the Tender in accordance with **clause 3.2** of the RFT, indicates the full extent to which the Tenderer does not comply with or does not accept the provisions in the RFT.
6. The Tenderer has made reasonable enquiries of its directors, officers, employees, agents, contractors, partners, associates, related entities and advisers so as to obtain the knowledge and information required to make this Deed.

This is Tender Schedule I to the annexed Tender dated the _____ day of _____ 20____

Tenderer:

Signed:

Title:

SIGNED SEALED AND DELIVERED AS A DEED BY:

Signature:

Date:

Position held:

Duly authorised to sign tenders for and on behalf of the Tenderer:

(Insert full legal name and address of tenderer)

ACN/ABN:

Postal Address:

Refer Enquiries to:

Telephone No.:

Fax No.

Tenderer's Reference:

This is Tender Schedule I to the annexed Tender dated the

day of

20

Tenderer:

Signed:

Title:

ATTACHMENT A
DRAFT AGREEMENT