



Australian Government

AusAID

12 September 2009

Request for Tender Period Offer

Audit Services Strategic Alliance Period Offer

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REQUEST FOR TENDER

AUDIT SERVICES STRATEGIC ALLIANCE PERIOD OFFER

AusAID is seeking proposals from Organisations interested in providing services for the Audit Services Strategic Alliance Period Offer (the **Project**). If your Organisation chooses to lodge a “**Tender**” it must be submitted on the terms of this document and the attached parts (together referred to as the **Request for Tender** or **RFT**). The required services (the **Services**) are described in detail in Part 2 - Scope of Services.

STRUCTURE OF THE RFT

The RFT is separated into two (2) Sections and five (5) Parts. References in the RFT to Parts and Sections are to Parts and Sections of this RFT.

Section 1 details the Period Offer Specific Tender Conditions (Part 1), the Scope of Services (Part 2) and the Basis of Payment (Part 3).

Section 2 details the Standard Tender Condition applicable to all Period Offers (Part 4) and the Draft Period Offer Deed (Part 5).

Section 1 is designed to highlight particular requirements that will apply to this particular Period Offer. Section 2 is designed to clearly identify standard clauses applicable to all AusAID tenders and deeds.

It is AusAID’s intention to contract on the basis of the Draft Period Offer Deed provided in this RFT. Tenderers are encouraged to fully inform themselves of the Draft Period Offer Deed when preparing their Tenders and to make any enquiries before the Tender enquiry closing date.

AusAID accepts no responsibility for failure by any Tenderer to read, understand, or comply with any requirement of this RFT.

AusAID Contracts Charter

AusAID has published a Contracts Charter describing AusAID’s approach to contracting aid activities, expectations of Contractors and what Contractors may expect from AusAID. Tenderers are encouraged to access and inform themselves of the Charter which is available on URL:

<http://www.ausaid.gov.au/business/pdf/charter.pdf>

SECTION 1 – TENDER SPECIFICATIONS

PART 1 – PERIOD OFFER SPECIFIC TENDER CONDITIONS

1. TENDER PARTICULARS

- 1.1 **Closing Time:**
(Clauses 1.11 and 1.15, Part 4) 2:00pm Canberra time, 27 October 2009.
- 1.2 **Mode of Submission:**
(Clause 1.1, Part 4) **Either:**
- Electronically, via AusTender at <https://tenders.gov.au> before the tender Closing Time
or
- in hard copy, by depositing by hand in the Canberra Tender Box before the tender Closing Time.
- 1.3 **Electronic Tender Lodgement Address:**
(Clause 1.1, Part 4) Via AusTender at <https://tenders.gov.au>
- 1.4 **Canberra Tender Box Address:**
(Clause 1.15, Part 4) Tender Box, Ground Floor, AusAID,
255 London Circuit,
Canberra ACT 2601
AUSTRALIA
- 1.5 **File Format for Electronic Tenders:**
(Clause 4.3, Annexure B to Part 4) PDF (Portable Document Format)
- 1.6 **Number of Copies of Tender:**
(Clause 1.6, Part 4) **For electronic tender lodgement**
Technical Proposal: One (1) electronic copy in a separate file.
Financial Proposal: One (1) electronic copy in a separate file.

For hard copy tender lodgement
Technical Proposal: One (1) printed original and four (4) copies.
Financial Proposal: One (1) printed original in a separate, sealed envelope.
CD: One (1) CD containing an electronic copy of the Technical proposal (in a separate file) and the Financial Proposal (in a separate file)

- 1.7 **Endorsement of Hard Copy Tenders:**
(Clause 1.17, Part 4) The outer envelope of hardcopy tenders should be labelled as follows:
“Tender for the Audit Services Strategic Alliance Period Offer”
- 1.8 **Tender Validity Period:**
(Clause 1.8, Part 4) 180 days
- 1.9 **Contact Person:**
(Clause 2.1, Part 4) Tamara Green
Fax: +61 (2) 6206 4885
Email address:
audit.strategic.services@ausaid.gov.au
- 1.10 **Page Limits:** Technical Proposal:
Selection Criteria A - Eight (8) pages
Selection Criteria B - Two (2) pages per nominated person
Curriculum Vitae - Two (2) pages per nominated person
- 1.11 **Business Hours for hard copy lodgement:**
(Clause 1.15, Part 4) Monday to Friday, 8.30 am to 5.00 pm.
Local time in Canberra, Australian Capital Territory
Excluding Public holidays.
- 1.12 **Attachments:** The following documents are attached in word format:
- Attachment 1, Tenderer Submission Checklist
- Attachment 2, Tender Declaration
- Attachment 3, Financial Proposal
- Attachment 4, Personnel Matrix

The Request for Tender and any associated documents are available from the AusTender website <https://tenders.gov.au>

2. BACKGROUND

- 2.1 The Australian Agency for International Development (**AusAID**) is responsible for managing the Australian Government’s official overseas aid program. AusAID is an autonomous body within the Department of Foreign Affairs and Trade. The objective of the Australian aid program is to advance Australia’s national interest by assisting developing countries to reduce poverty and achieve sustainable development.
- 2.2 At AusAID, the primary role of the audit function is, through the Audit Committee, to assist AusAID’s Director General in certain aspects of corporate governance under the *Financial Management and Accountability Act 1997 (FMA Act)*. This is achieved through audits of AusAID’s managing Contractors, academic institutions, non-government organisations (**NGOs**) and internal operations in order to facilitate the efficient and effective management of the delivery of AusAID’s aid program.

- 2.3 At AusAID, the Audit Section provides a comprehensive, value added internal audit service. This includes assisting all levels of management in the effective and efficient discharge of their responsibilities through the provision of internal audit, research and analysis, fraud prevention, investigation services and advice on risk management. To achieve this, the Audit Section undertakes, manages and advises on independent and objective audits and reviews of AusAID's managerial, operational, financial, accounting and information technology systems and procedures to:
- (a) provide assurance to the Chief Executive that AusAID's financial and operational controls are designed to manage the agency's risks and achieve AusAID's objectives are operating in an efficient, effective and ethical manner; and
 - (b) assist management in improving AusAID's business performance.
- 2.4 The objective of the AusAID Audit Services Strategic Alliance Period Offer (**ASSAPO**) is to establish a strategic partnership between AusAID and a single consultancy firm offering audit, accountancy and business process expertise. The successful Contractor for the ASSAPO will undertake audits as part of the AusAID's annual internal audit program. This program includes a cycle of audits and reviews of AusAID's Contractors, NGOs, academic institutions, forms of aid, specific aid projects and aspects of AusAID's internal administration. By partnering with one Contractor only, it is intended that a strategic alliance will be forged which will enable the Contractor to develop a much deeper understanding of AusAID's particular operating environment and management structure.
- 2.5 The successful Tenderer will be contracted for a period of three (3) years beginning on 1 February 2010. Under the Period Offer Deed (**Deed**), the Contractor will grant to AusAID an option to extend the term of the Deed for a period of up to two (2) years. No guarantee of work is attached to the award of the Deed.

3. GENERAL INFORMATION FOR TENDERERS

- 3.1 All Tenders must be submitted in English.
- 3.2 For the purpose of this RFT, Tenderers must be an **"Organisation"** such as a company, incorporated entity, partnership, government agency or institution nominating ten (10) people in respect of this Period Offer. Please note that AusAID will only enter into a Deed with a legal entity.
- 3.3 **Security Clearance:** Nominated personnel must have, or must be able to obtain, a security clearance to the level of Secret. Tenderers should note that AusAID will assist the successful Contractor's nominated personnel in the cost of obtaining a security clearance. However, this will only apply to those nominated personnel.

- 3.4 **Work categories:** Tenderers will be required to nominate their personnel in one or more the following work categories. Tenderers must ensure that a minimum of one (1) personnel is nominated in each work category.

Work Categories	
A	Organisational Capacity
B	Financial and Compliance Audits of NGOs, Managing Contractors and Academic Institutions
C	Performance Audit, Compliance Audits, Risk Assessments and Business Process Analysis
D	IT Audits and Reviews and Risk Management Advice
E	Public Sector Financial Management Advice

- 3.5 **Proficiency:** All personnel nominated must be proficient with computers, including word processing and spreadsheets, have access to a portable computer for field missions and be able to submit work required by AusAID in Microsoft Word for Windows and Excel as required.
- 3.6 **Assessment timeframe:** The assessment of Tenders is expected to take approximately four months from the **Closing Time** set out in clause 1.1, Part 1.
- 3.7 **Preferred Tenderer(s):** AusAID may select as preferred Tenderer, the Tenderer who best meets the requirements of the RFT on the basis of the tender assessment process. Preferred Tenderers may be required to provide further specific information as detailed in their successful notification fax or email. Failure to return the required information by the stated deadline may result in the withdrawal of the offer to enter into the Period Offer Deed.
- 3.8 **Period Offer Deed:** It is AusAID's intention to contract on the basis of the draft Period Offer Deed contained in Part 5. Tenderers are encouraged to fully inform themselves of the Period Offer Deed when preparing their Tenders and to make any enquiries before the Tender enquiry closing date set out in clause 2, Part 4. Tenderers should be aware that one of the key benefits to AusAID of the Period Offer approach is that staff can issue a Services Order confident that a standard Period Offer Deed applies to the Contractor. Accordingly, AusAID would be extremely reluctant to make any changes to the draft Deed contained in this RFT unless:
- (a) that Deed contained errors; or
 - (b) in AusAID's judgement, the proposed changes would benefit both AusAID and the preferred Tenderer.

It will be presumed that, by submitting a Tender, the Tenderer agrees to the Conditions of Tender, including the terms of the draft Period Offer Deed.

- 3.9 **Debriefing arrangements:** AusAID will provide Tenderers with a generic debriefing on the technical assessment of Tenders within 30 days of Tenderers receiving notification of the results of that assessment. AusAID will not provide any other form of debrief. The generic debrief will be available on the AusAID website: www.ausaid.gov.au/business/periodoffer/generic_debriefs/. Tenderers may wish to review generic debriefings for previous Period Offer selections prior to preparing tenders.

4. EXCLUSIVITY

- 4.1 Due to the nature of the Services that will be undertaken by the successful Tenderer, eligibility to enter into the Period Offer Deed has been restricted and requires the preferred Tenderer to resign from any other AusAID panel if it is successful in being awarded the Period Offer Deed.

5. SCORE WEIGHTINGS

- 5.1 Tenderers for the Audit Services Strategic Alliance Period Offer will be assessed by the Technical Assessment Panel (**TAP**) as either suitable or not suitable against Selection Criteria A and Selection Criteria B. Following short listing, interviews and the assessment of other factors provided for in clauses 8.5 and 8.6 of Part 4 (if any), the TAP will rank all suitable Tenderers according to technical merit.
- 5.2 The **technical assessment** of the proposal will account for **90%** of the overall score using the following formula:

$$\text{Technical Score} = \frac{\text{Tenderer's Weighted Technical Score (out of 100)}}{\text{Highest Weighted Technical Score (out of 100)}} \times 90\%$$

- 5.3 Following consideration of the technical merit of Tenders, a like-for-like price assessment will be undertaken by AusAID of the Tenders that are assessed by the TAP as technically suitable.
- 5.4 The like-for-like **price assessment** will represent **10%** of the overall score. The following formula for the scoring and ranking of Tenders on the basis of price will be used:

$$\text{Price Score} = \frac{\text{Bid Price of Lowest Priced Technically Suitable Bid}}{\text{Tenderer's Bid Price}} \times 10\%$$

- 5.5 One (1) Organisation will be selected from the assessment of the Audit Services Strategic Alliance Period Offer.
- 5.6 Following the final assessment referred to in this clause 5, Part 1, a recommendation to commence Period Offer Deed negotiations with the preferred Tenderer will be made to the appropriate AusAID delegate. Tenderers should be aware that the delegate is not bound to accept the TAP recommendation and may direct that other action be taken in accordance with this RFT.

6. PRE-TENDER BRIEFING

- 6.1 No pre-tender briefing will take place for this period offer.

RESPONSE TO SELECTION CRITERIA

7. TENDER SCHEDULE A – TECHNICAL PROPOSAL

Technical Proposal Formatting

- 7.1 The Technical Proposal must contain all the information described in clause 7.2 below in the following format:
- (a) Front Cover: each copy of the Technical Proposal should clearly state on the front cover:
 - (i) the Tenderer's name and the Tenderer's nominated personnel;
 - (ii) the Tenderer's nominated contact person and contact details, including email address, phone and fax numbers; and
 - (iii) the categories for which the Tenderer's nominated personnel wish to be considered;
 - (b) Responses to all Selection Criteria (including sub-criteria), Curriculum Vitae (CVs) and all Attachments must be clearly labelled;
 - (c) All pages are to be on A4 paper (where the Tenderer is submitting a hard copy) and formatted:
 - (i) in a type font of 11 or 12 point;
 - (ii) in single column;
 - (iii) with all page margins not less than 2.5cm; and
 - (iv) securely bound, where the Tenderer is submitting a hard copy (e.g. plastic spiral binding or multiple stapled). N.B: Ring-bind folders or arch files are not desirable; and
 - (d) The Tender should not have the AusAID logo or any other representation or mark which may indicate that the Tenderer is in any way related to or connected with AusAID.

Technical Proposal Collation

- 7.2 Each Technical Proposal must contain the following information in the following order:
- (a) Front cover, in accordance with clause 7.1(a);
 - (b) a completed Tenderer's Submission Checklist as provided in Attachment 1, Part 1;
 - (c) the Tender Form (Statutory Declaration) as provided in Attachment 2, Part 1;
 - (d) The response to Selection Criteria A (eight (8) pages in total), as detailed in clause 7.3 below;

- (e) the Personnel Matrix described in clause 7.7 below in the format provided in Attachment 4, Part 1; and
- (f) Each nominated person's:
 - (i) response to Selection Criteria B (maximum two (2) pages), as detailed in clause 7.6 below; and
 - (ii) CV (maximum two (2) pages), described in clause 7.8 below.

Response

7.3 Selection Criteria A – Requirements

- (a) All Tenderers are required to provide a response demonstrating how the Organisation meets each sub-criterion in Selection Criteria A as set out in clause 7.4 below. This is to be presented as a single response on behalf of the entire Organisation.
- (b) The Organisation's response to Selection Criteria A must not exceed **eight (8) pages**.
- (c) Each response must clearly identify the Selection Criteria being addressed.

7.4 Selection Criteria A

Weighting 60%

No	Criteria	Score
1	A <i>Statement of Approach</i> which clearly and concisely responds to the Scope of Services (Part 2 of the RFT), of no more than three (3) A4 pages , detailing the tenderer's understanding of the: i. Objectives of the Period Offer; ii. Services required; and iii. Methodology and approach required for undertaking audits.	20
2	A <i>Corporate Arrangements Statement</i> of not more than two (2) A4 pages detailing the tenderer's ability to provide the following in accordance with the FMA Act 1997 and the Australian Accounting Standards: i. Provide and manage appropriately qualified staff to conduct audits in Australia and overseas; ii. Manage logistics for effective service delivery; and iii. Manage financial and administrative requirements for the audits undertaken.	20
3	A <i>Corporate Experience Statement</i> of not more than three (3) A4 pages , that demonstrates the capacity of the tenderer to undertake the services required as outlined in the Scope of Services (see Part 2 of this RFT).	20
Total		60

7.5 Selection Criteria B – Requirements

- (a) Tenderers must provide a separate response to Selection Criteria B prepared by each staff member nominated by the Organisation under this RFT.
- (b) Each person's response to Selection Criteria B must not exceed **two (2) pages**.
- (c) Each response must clearly identify the sub-criterion being addressed.

7.6 Selection Criteria B

Weighting 40%

No	Criteria	Score
1	Relevant formal qualifications and current professional skills/education in the nominated work categories.	10
2	Demonstrated theoretical and practical knowledge of the Australian audit environment and the demonstrated ability to apply this knowledge in undertaking audits in Australia and overseas.	10
3	Demonstrated ability to provide sound professional advice in the nominated work categories.	10
4	Demonstrated knowledge of the Financial Management and Accountability Act 1997 and the Australian Accounting Standards and the ability to identify associated control weaknesses and non-compliance.	10
Total		40

7.7 Personnel Matrix

- (a) Tenderers must complete the Personnel Matrix in the format provided at Attachment 4 of this Part 1.
- (b) An Organisation must nominate ten (10) personnel.

7.8 Curriculum Vitae

- (a) Tenderers must submit a signed CV for each nominated personnel that includes the following:
 - (i) name;
 - (ii) professional contact details (this can be an email address or phone number);
 - (iii) nationality and, if relevant, permanent resident status;
 - (iv) professional development and qualifications, including institutions and date of award;
 - (v) relevant employment history including commencement and termination dates;
 - (vi) recent and relevant consultancies;
 - (vii) relevant publications; and

- (viii) the name of at least one (1) referee (including day-time contact telephone numbers, firm and position held) who is able to comment on the work claimed by the nominated person. Referees may not be employed by AusAID or by the Tenderer. AusAID reserves the right to check with nominated referees.

Tenderer's Note: It is recommended that CVs are tailored to the Scope of Services as defined in Schedule 1, Part 2, and the Selection Criteria.

- (b) CVs must be no longer than **two (2) pages**, must be signed and dated by the personnel nominated and must include the following certification:

“I, *[insert name]*, declare that:

- (i) 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; and
 - (ii) I am available to participate in the AusAID Audit Services Strategic Alliance Period Offer in the role in which I have been nominated in the Tender for the period or periods indicated in the Tender”.
- (c) While an original signature on CVs is preferred, copies are allowed. However, Tenderers are reminded of their warranties (clause 3.3, Attachment 2, Part 1) and the potential consequences to their Tender (clause 3.4, Attachment 2, Part 1) as detailed in the Tender Form (Attachment 2, Part 1).

8. TENDER SCHEDULE B – FINANCIAL PROPOSAL

8.1 A separate Financial Proposal must be submitted for the Technical Proposal.

8.2 Tender Schedule B - The Financial Proposal must contain all of the information required for the Organisation and be in the format detailed in this clause.

8.3 Tenderers must complete the following tables as set out in Attachment 3, Part 1:

- (a) *Table 1: Specified Personnel with Daily Fee Rates;*
- (b) *Table 2: Escalation Percentage; and*
- (c) *Table 3: Total Bid Price.*

8.4 The Financial Proposal must:

- (a) be submitted in a separate sealed envelope, packaged with the Technical Proposal for hard copy tender lodgement or be submitted in a separate file for electronic tender lodgement;
- (b) not have the AusAID logo or any other representation or mark which may indicate that the Tenderer is in any way related to or connected with AusAID;

- (c) state clearly:
 - (i) the Tenderer's name;
 - (ii) details for the Tenderer's contact person, their email address, phone and fax numbers; and
 - (iii) the name of each of the nominated person and their current position description, including details of the number of years since they obtained their professional qualification;
- (d) be a fully costed firm proposal for fee rates at current prices inclusive of:
 - (i) escalation and any allowance for foreign exchange rate variations;
 - (ii) necessary insurances required by the Contract Conditions and for the performance of the Services (excluding medical and medical evacuation insurance, which will be a reimbursable cost negotiated in individual Service Orders); and
 - (iii) any superannuation liabilities;
- (e) provide firm daily fee rates for the Australian financial years set out in clause 1.1, Part 3, based on the conditions set out in clause 8.4, Part 1, and in the Basis of Payment in Part 3;
- (f) be exclusive of GST;
- (g) be expressed in Australian dollars; and
- (h) include all administrative support costs such as report and document preparation and printing, transcription, communication, and computer facilities both in Australia and Overseas.

8.5 The Information contained in *Table 3: Total Bid Price* must be calculated using the following formula:

Tenderer's Bid Price = Sum of the Total Daily Fee Rates for the four financial years

ATTACHMENT 1 – TENDERER SUBMISSION CHECKLIST

This checklist is to be included with all proposals. Tenderers are to confirm that their proposal complies with the requirements of the Request for Tender (**RFT**) by initialling the box where appropriate.

This checklist is provided to Tenderers in order to assist in the submission of a proposal which conforms with the requirements of the RFT, however it is not an exhaustive list of these requirements. It is incumbent on Tenderers to ensure that proposals comply with the terms of the RFT. It should be considered that all requirements detailed in the RFT are mandatory and that failure to comply with any of the requirements detailed in the RFT may lead to a Tenderer's proposal being deemed non-conforming.

No.	Question	Checked
Tenderer's Declaration		
1.	Has the Tenderer's Declaration been completed and signed?	
2.	For electronic lodgement, has one (1) electronic copy of the Tenderer's Declaration been submitted in a separate file?	
3.	For hard copy lodgement, has one (1) printed original of the Tenderer's Declaration been submitted?	
Tender Schedule A: Technical Proposal and Annexes		
4.	Is the response to Selection Criteria A within the specified page limit?	
5.	Does the response to Selection Criteria A address each of the selection criteria and sub-criteria individually?	
6.	Is each nominated personnel's response to Selection Criteria B within the specified page limit?	
7.	Does the Technical Proposal indicate the Tenderer's nominated contact person and contact details on the cover page?	
8.	Are Selection Criteria A, Selection Criteria B and Attachments: (a) in a type font of 11 or 12 point on A4 paper? (b) formatted with left and right page margins no less than 2.5cm margins excluding headers, footers and page numbers? (c) absent of AusAID's logo or any representation or mark which indicates that the Tenderer is in any way related to or connect with AusAID?	
9.	Are the nominated personnel's CVs within the specified page limits and certified?	
10.	Does each CV include name and contact details?	
11.	Does each CV include the nationality and, if relevant, permanent residency status of the nominated personnel?	

12.	Does each CV include details of the professional qualifications of nominated personnel, including institution and date of award?	
13.	Does each CV include details of recent relevant professional and development work experience, including the duration and extent of inputs?	
14.	Has at least one (1) referee been nominated on each CV and has it been confirmed that they are not: (a) an employee of, or the holder of a current executive office (or similar position) within the Organisation of, or do not have a business in association with the Tenderer or a subsidiary of the Tenderer (b) included in the Tender as proposed team members? (c) AusAID employees?	
15.	For electronic lodgement, has one (1) electronic copy containing all parts and annexes been provided?	
16.	For hard copy lodgement, has one (1) printed original and five (5) copies containing all parts and annexes been provided?	
Tender Schedule B: Financial Proposal		
17.	Is the financial proposal in the format set out in Attachment 3?	
18.	Is the financial proposal a fully costed schedule of rates expressed in Australian dollars and based on the inputs as specified in the Scope of Services, including: (a) escalation? (b) necessary insurances required by the Contract Conditions and for the performance of the Services? (c) detailed information on assumptions used in preparing the pricing?	
19.	For electronic lodgement, has one (1) electronic copy been provided in a separate file?	
20.	For hard copy lodgement, has one (1) printed original and five (5) copies been provided in a separate, sealed envelope?	
Personnel Matrix		
21.	Has a personnel matrix been completed?	

ATTACHMENT 2 – TENDER FORM (TENDERER DECLARATION)

All Tenderers must complete in full the Tender Form (Tenderer Declaration). Failure to complete and sign the Tender Form (Tenderer Declaration), or failure to have the Tenderer's signature witnessed may result in the Tender being considered non-conforming.

The following one page checklist is provided as a guide and for your convenience. This checklist should not be included in your Tender.

Tenderers should ensure that they have included in the Tenderer Declaration:

- ☐ The name, address and position within the Organisation of the person making the declaration.
- ☐ The name of the Organisation for which the Tender is being tendered (clause 1.1 of Attachment 2, Part 1). **This should be the exact name of the legal entity that will appear on the Period Offer Deed should your Tender be successful.**
- ☐ The ABN (and, if applicable, the ACN if the ABN does not include the ACN) of the Tenderer (clause 1.1 of Attachment 2, Part 1).
- ☐ The title of the person making the declaration (e.g. Company Director) (clause 3.1 of Attachment 2, Part 1).
- ☐ Details of all Addenda issued to this RFT (clause 4 of Attachment 2, Part 1).
- ☐ The address or Registered Office of the Tenderer, the address for service of notices (not a Post Office box), along with the Telephone Number and Fax Number of the Tenderer (clause 5 of Attachment 2, Part 1).

TENDERER DECLARATION

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

1. DEFINITIONS

1.1 In this declaration:

“**AusAID**” means the Australian Agency for International Development and represents the Commonwealth of Australia;

“**Services**” means Services to be performed by the Contractor in the Audit Services Strategic Alliance Period Offer;

“**Tenderer**” means *[list name, address and ABN and ACN if appropriate. Note, Tenderers must provide their ABN. If your Organisation is a Company and your ACN is not included in your ABN, you must also provide your ACN)]*; and

“**Tender Price**” means the Daily Fee Rates included in the Financial Proposal (excluding Reimbursable Expenses) indicated by a Tenderer as being the lowest amount for which that Tenderer is prepared to provide personnel to undertake the Services.

2. BASIS OF DECLARATION

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

2.2 I declare as follows:

3. THE OFFER

3.1 The Tenderer tenders to provide personnel to perform the Services for the Tender Price set out in the Tender, which is submitted in a separate sealed envelope.

3.2 The Tenderer undertakes (if this Tender is accepted and a Period Offer Deed acceptable to AusAID is executed by both parties) to commence the provision of personnel to undertake the Services and to perform them in accordance with the Period Offer Deed.

3.3 The Tender is accurate in every respect. In particular, I warrant that the information and certification included in each CV submitted in the Tender is accurate, that the nominated personnel have been approached and confirmed their availability and that AusAID has the authority to make the inquiries referred to in clause 7.8(b), Part 1, according to the CV certification.

3.4 I acknowledge that if the Tenderer is found to have made false or misleading material claims or statements in the Tender or in this declaration, or to have used confidential information, or received improper assistance, AusAID will reject at any time any Tender lodged by or on behalf of the Tenderer.

3.5 I acknowledge and agree to the matters specified in clauses 12 (AusAID’s Rights) and clause 13 (Tenderer’s Acknowledgement) of Section 2, Part 4.

- 3.6 I agree:
- (a) that the Tenderer will be bound by this Tender for the Tender Validity Period of 180 days after the Closing Date; and
 - (b) that this Tender may be accepted by AusAID at any time before the expiration of that period or any additional period to which we may agree.
- 3.7 I acknowledge that this Tender will not be deemed to have been accepted except as specified in the RFT.
- 3.8 I understand that AusAID is not bound to accept the lowest priced or any Tender.
- 3.9 I warrant that in preparing the Tender for the Services the Tenderer did not act in any way which did or could have had the effect of reducing the competitiveness of the tender process for the Services. In particular I warrant that the Tenderer did not engage in:
- (a) any discussion or correspondence with other Tenderers concerning the amount of the Tender;
 - (b) any collusive tendering or other anti-competitive practices with any of the other Tenderers or any other person; or
 - (c) any conduct or have any arrangement or arrive at any understanding with any of the other Tenderers.
- 3.10 **[This clause applies to government owned Tenderers only.]** I warrant that in preparing the Tender, the Tenderer has complied with the principles of competitive neutrality.
- 3.11 I warrant that the Tenderer, and any subcontractor of the Tenderer are not:
- (a) listed on a World Bank List as referred to in clause 5 (Ineligibility to Tender) of Part 4;
 - (b) listed on any similar list maintained by any donor of development funding (Relevant List); or
 - (c) subject to any proceedings which could lead to listing on a World Bank List or listing on a Relevant List.
- 3.12 Neither the Tenderer nor any of its employees, agents or Contractors have been convicted of an offence of, or relating to bribery of a public official, nor are they subject to any proceedings which could lead to such a conviction.
- 3.13 I undertake that the Tenderer will not permit any of its employees, agents or Contractors, to work with children if they pose an unacceptable risk to children's safety or well being.
- 3.14 No employees of the Tenderer, or its agents or Contractors, who have been nominated in Project positions that involve working with children, have been convicted of a criminal offence relating to child abuse, nor are they subject to any proceedings which could lead to such a conviction.

- 3.15 Neither the Tenderer nor any of its employees, agents or Contractors have an unsettled judicial decision against it relating to employee entitlements.
- 3.16 Neither the Tenderer nor any of its employees, agents or Contractors had knowledge of the technical proposal or the Tender Price for the Services of any other Tenderer prior to the Tenderer submitting its Tender for the Services.
- 3.17 Neither the Tenderer nor any of its employees, agents or Contractors disclosed the technical proposal or the Tender Price for the Services submitted by the Tenderer to any other Tenderer who submitted a tender for the Services or to any other person or Organisation prior to the Closing Time and Date.
- 3.18 Neither the Tenderer nor any of its employees, agents or Contractors provided information to any other Tenderer, person or Organisation, to assist another Tenderer for the Services to prepare a tender known in the building and construction industry as a “cover bid”, whereby the Tenderer was of the opinion or belief that another Tenderer did not intend to genuinely compete for the Period Offer Deed.
- 3.19 The Tenderer is genuinely competing for the Period Offer Deed and its Tender is not a “cover bid”.
- 3.20 Prior to the Tenderer submitting its Tender for the Services neither the Tenderer nor any of its employees, agents or Contractors entered into any Contract, agreement, arrangement or understanding that the successful Tenderer for the Services would pay any money, or would provide any other benefit or other financial advantage, to or for the benefit of any other Tenderer who unsuccessfully tendered for the Tender.
- 3.21 I acknowledge that each party constituting the Tenderer is bound jointly and severally by this Tender.

4. ADDENDA TO TENDER DOCUMENTS

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

Number _____ Dated _____ Number _____ Dated _____

Number _____ Dated _____ Number _____ Dated _____

5. ADDRESS OF TENDERER

Address or Registered Office of Tenderer

Address for service of notices (NOT PO. BOX)

Telephone Number:

Fax Number:

SIGNED for and on behalf of *insert*)
organisation/company name ABN (and)
ACN if applicable) by)

Insert name of Director
(Print)

Signature of Director

Insert name of Director/Secretary
(Print)

Signature of Director/Secretary

ATTACHMENT 3 – FINANCIAL PROPOSAL

Tenderers must attach a copy of the Financial Proposal to their Tender in accordance with clause 8, Part 1.

Tenderers are to write the name of each of the nominated personnel for this Period Offer Deed in the name column and provide the daily fee rates for each nominated personnel for the Australian financial years set out in clause 1.1, Part 3, based on the conditions set out in clause 8.3, Part 1 and in the Basis of Payment in Part 3.

Table 1: Specified Personnel with Daily Fee Rates

Specified Personnel	Position Title	Year professional qualification (i.e., CA, CPA) was obtained	Location	Financial Year			
				2009-10	2010-11	2011-12	2012-13
				Daily Fee Rate	Daily Fee Rate	Daily Fee Rate	Daily Fee Rate
				(A\$)	(A\$)	(A\$)	(A\$)
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
			Total	XXX	XXX	XXX	XXX

Table 2: Escalation Percentage

Escalation Percentage (in accordance with clause 1.7 of Section 1, Part 3)
X%

Table 3: Tenderer's Bid Price

Tenderer's Bid Price (calculated in accordance with clause 8.5 of Section 1, Part 1) (A\$)
\$X

ATTACHMENT 4 – PERSONNEL MATRIX

Tenderers must attach a copy of the Personnel Matrix table to the Technical Proposal.

Organisations must nominate ten (10) personnel against one or more of work categories below. Each work category must have a minimum of one personnel nominated against it.

Tenderers must ensure that each nominated person is entered against the correct categories.

	Work Category	Name/s
A	Organisational Capacity	
B	Financial and Compliance Audits of NGOs, Managing Contractors and Academic Institutions	
C	Performance Audit, Compliance Audits, Risk Assessments and Business Process Analysis	
D	IT Audits and Reviews and Risk Management Advice	
E	Public Sector Financial Management Advice	

PART 2 – SCOPE OF SERVICES

Note to Tenderers: This Schedule is specific to this Period Offer and is presented here as Part 2 of this RFT. It will appear as Schedule 1 in the consolidated Period Offer Deed.

1. BACKGROUND

- 1.1 The objective of the AusAID Audit Services Strategic Alliance Period Offer (ASSAPO) contract is to form the basis of a strategic partnership between AusAID's Audit Section and a single consultancy firm offering audit, accountancy and business process expertise. By partnering with one firm only, it is intended to forge a strategic alliance which should encourage a greater involvement with AusAID as a significant client, and result in delivery of high quality audit services which are attuned to AusAID's particular working and operational environment.
- 1.2 The ASSAPO will be used by AusAID's Audit section to conduct audits and reviews on its behalf; including audits approved on the AusAID Audit Plan and other audits identified by the Audit Committee.
- 1.3 The Contractor will need to establish that it has personnel with the professional qualifications, knowledge, skills and experience to undertake audit and review tasks utilising current audit techniques (ie, systems-based, risk-based, performance audits) including:
 - (a) Assessment of compliance with the agreement made between the Commonwealth of Australia and the Contractor or NGOs responsible for aid delivery and compliance with Commonwealth accountability requirements;
 - (b) Information Technology (IT) system audits, control testing and validation;
 - (c) Evaluation of contract and project management systems (including but not restricted to the internal controls in project management, financial management, IT and financial/accounting systems) which underpin aid delivery; and
 - (d) Internal business process reviews and performance audits.

2. SERVICES REQUIRED

- 2.1 The services to be delivered, on an as required basis, may include:
 - (a) Undertake Financial and Compliance audits of AusAID's commercial Contractors, academic institutions and NGOs funded by AusAID using established audit/review methodology (including, but not restricted to, performance, systems and risk based audits), as directed by the Director of AusAID's Audit Section;
 - (b) IT audits, reviews and risk management advice;
 - (c) Participate in AusAID internal Performance and Compliance Audits as team members or leaders, both in Australia and overseas;
 - (d) Provision of specialist advice on public sector financial management, accountability standards and ethical procedure issues; and

- (e) Risk Assessment and/or Performance Assessment of individual AusAID programs, activities, business processes, internal control systems or financial management procedures.

3. REQUIREMENTS

- 3.1 The Contractor will be required to provide a range of qualified and experienced staff at the Partner, Audit Manager, Senior and Auditor level. It is also AusAID's expectations that at least one Junior Auditor (i.e. not yet professionally accredited) will also be available under this Period Offer Deed.
- 3.2 The Contractor will be required to provide nominated personnel to provide services as required by AusAID. AusAID may remove from the Period Offer any of the Contractor's nominated personnel who are consistently unavailable when required, or terminate the Period Offer if the Contractor is consistently unable to provide personnel at the appropriate level when required.
- 3.3 The Contractor will be required to ensure that all of the Contractor's nominated personnel are security cleared to the level of "Secret" by the relevant Commonwealth authorities within 6 months of the date the Period Offer Deed is signed.
- 3.4 On occasion, the Contractor's specified personnel may be required to work as part of a team, or as the team leader in a team comprising of AusAID staff.
- 3.5 For interstate and overseas assignments, the Contractor is responsible for making all travel and accommodation arrangements to meet AusAID's requirements for the activity. The Contractor may need to make its nominated personnel available at short notice to provide services both in Australia and overseas.

4. ENGAGEMENT

- 4.1 The scope and duration of service for particular assignments will be agreed between AusAID and the Contractor through a Services Order at the time of each assignment. The personnel required will also be specified in that Service Order.
- 4.2 AusAID gives no guarantee of any minimum amount of work that may be offered to the Contractor under the Period Offer Deed.

5. REPORTS

- 5.1 Reports or other documentation required shall be as specified in the Services Order pursuant to the Period Offer Deed.

6. CONTRACTOR PERFORMANCE

- 6.1 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 Period Offer Deed and in selections for future AusAID work.
- 6.2 AusAID reserves the right to introduce a performance system to the Period Offer Deed at its discretion.

7. SERVICE LEVELS

7.1 The Contractor must, within the Fee rates specified and in accordance with the terms and conditions of the Period Offer Deed, meet the following service levels for Services performed under all Service Orders that come into effect under the Period Offer Deed:

- (a) Respond to a request under the Period Offer at short notice. Although not common practice, it would be expected that the Contractor would be able to initiate work within five (5) working days after notification.
- (b) Ensure the availability of all specified personnel at the request and discretion of AusAID. AusAID will remove from the Period Offer personnel who are consistently unavailable when required;
- (c) Have the capacity to travel and attend meetings at AusAID Canberra or as specified for any individual assignments, including at overseas locations;
- (d) Ensure that each audit or review is conducted in accordance with the relevant professional requirements of the IIA, CPA Australia and/or the Institute of Chartered Accountants in Australia, including auditing and accounting standards;
- (e) Monitor the performance of all of the Organisation's nominated personnel and ensure they meet performance standards prescribed in the Period Offer Deed and performance standards specified in Services Orders;
- (f) Ensure the timely achievement of all milestones required by Services Orders;
- (g) Monitor the production of written reports by all persons nominated as Specified Personnel in a Services Orders, ensuring all reports:
 - (i) Meet the highest standards of quality, including report content, format, spelling and grammar;
 - (ii) Include all information required by Services Orders;
 - (iii) Are prepared with reference to current and relevant AusAID and Commonwealth guidelines and requirements, as required for specific tasks. This may include AusAID's Chief Executive Instructions (CEIs), *Financial Management and Accountability Act 1997*, Commonwealth Procurement Guidelines (CPG) and Fraud Control Guidelines;
 - (iv) Are compatible with AusAID's information systems;
 - (v) Are prepared in accordance with the requirements of the Period Offer Deed; and
 - (vi) Are delivered in a timely manner and in accordance with timetables specified in Services Orders;
- (h) Ensure the cooperation of all persons nominated as Specified Personnel in a Services Order with AusAID staff, including as a member or leader of a team; and

- (i) Use best endeavours to ensure that persons nominated as Specified Personnel in a Services Order meet the requirements of the Period Offer Deed.

7.2 The Contractor must ensure that any Services under any Services Order issued under the Period Offer Deed are performed in accordance with the requirements of the Period Offer Deed.

8. SECURITY

8.1 Contractors should be aware that in some overseas locations security issues may need particular attention. It is the Contractor's responsibility to ensure the personal security of their specified personnel and the security of any equipment.

PART 3 – BASIS OF PAYMENT

Note to Tenderers: This Schedule is specific to this Period Offer and is presented here as Part 3 of this RFT. It will appear as Schedule 2 in the consolidated Period Offer Deed.

1. FEES

- 1.1 Fee rates for the Services of the Contractor under this Contract, including any Services Order, shall be in accordance with the table below.

Daily Fee Rate – 8 hour day

Specified Personnel	Position Title	Year professional qualification (i.e., CA, CPA) was obtained	Location	Financial Year			
				2009-10	2010-11	2011-12	2012-13
				Daily Fee Rate	Daily Fee Rate	Daily Fee Rate	Daily Fee Rate
				(A\$)	(A\$)	(A\$)	(A\$)
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX
Name	Insert	Insert	Australia	XXX	XXX	XXX	XXX
			Overseas	XXX	XXX	XXX	XXX

- 1.2 Fee rates are inclusive of all overheads, except those specifically listed as Reimbursables below. Fees are calculated on a daily basis. Work of less than one day's duration is calculated on a pro rata basis.
- 1.3 For Services of more than a week's duration, the daily fee rate is calculated on a five-day-week basis, or as otherwise agreed by AusAID.

- 1.4 For Services of more than a week's duration that are to be performed outside the Contractor's country of residence, daily rates for personnel engaged under this Period Offers is based on a seven day week and applies from the scheduled departure time of overseas travel via international transport or as otherwise agreed by AusAID. For non-traveling periods, only actual days worked will be payable.
- 1.5 Fee rates should include all administrative support costs such as report and document preparation and printing, transcription, communication, computer facilities in Australia (or other country of residence) and overseas. Note: Fees also include any superannuation liabilities.
- 1.6 Daily fee rates are exclusive of travel costs.
- 1.7 If AusAID exercises the option to extend the term of the Period Offer Deed in accordance with clause 3.2 of the Period Offer Deed, the Fee Rates to apply in the extension period shall be as listed in the last column of the Daily Fee Rate table in clause 1.1, Part 3, increased in accordance with the Escalation Percentage of X%.

2. REIMBURSABLE EXPENSES

- 2.1 Expenses applicable to the specific assignment will be included as part of a negotiated lump sum fee included in a Services Order or, where appropriate, may be reimbursed at cost. Expenses as follows, and as applicable, will be provided for in the Services Order:
- (a) **Airfares:** reimbursed at economy class for flight legs under four hours and business class for flight legs over four hours. Any travel undertaken at cheaper rates (eg. discount fares) does not entitle the Contractor to reimbursement of the cost of any higher class of travel. Travel must be via the most direct and cost effective route;
 - (b) **Compulsory Arrival and Departure Taxes, and Travel to and from Airport:** reimbursed at cost;
 - (c) **Hotel Accommodation:** reimbursed at lesser of actual cost incurred or an amount specified by AusAID in a Services Order;
 - (d) **Travelling Allowance:** An agreed daily rate as specified by AusAID in a Services Order towards the costs of meals and incidental;
 - (e) **Hire of transport:** for project purposes only; and
 - (f) **International Communication costs:** which are directly project related.
- 2.2 Where travel is not stipulated in the relevant Services Order, any reimbursable costs must be agreed in writing by AusAID prior to the travel being undertaken;
- 2.3 The Contractor must keep records of reimbursable costs incurred. The Contractor may be required to provide evidence (by way of receipt, tax invoice or otherwise) of actual reimbursable costs incurred. Such evidence may be requested with any tax invoice submitted to AusAID.

- 2.4 Where appropriate, the exchange rate used when calculating reimbursable costs payable will be the exchange rate actually applied on the day the reimbursable cost is incurred.
- 2.5 If AusAID exercises its option to extend the term of the Period Offer Deed in accordance with clause 3.2 of the Deed, reimbursable costs to apply in the extension period shall be payable as specified in this clause 2.

3. CLAIMS FOR PAYMENT

- 3.1 The Contractor's tax invoice must be submitted when due pursuant to any Services Order issued under this Contract in a form identifiable with the Services and in accordance with Standard Conditions clause headed Payment in the Contract.
- 3.2 Invoices involving foreign exchange transactions must be made in the equivalent Australian dollar amount, converted at the exchange rate applicable on the actual date of the foreign exchange transaction.
- 3.3 All claims for payment must be made to:

Chief Finance Officer
Australian Agency for International Development
Box 887
CANBERRA ACT 2601

- 3.4 Tax invoices should be sent to the above address. Alternatively AusAID will accept electronic tax invoices. These can be sent to accountsprocessing@ausaid.gov.au. The Initiative Manager should be copied in on any electronic invoice submitted.
- 3.5 Invalid invoices will be returned to Contractors. Information on what constitutes a valid tax invoice can be found at <http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm>

SECTION 2 – STANDARD CONDITIONS

PART 4 – STANDARD TENDER CONDITIONS

Some of the capitalised words are defined in the Tender Particulars in Part 1 of this RFT.

1. DOCUMENTS THAT MUST BE LODGED

1.1 Tenders must be lodged either:

- (a) Electronically, via AusTender at <https://tenders.gov.au> before the Closing Time and in accordance with the tender lodgement procedures set out in Annexure B, Part 3 and on AusTender; or
- (b) Physically, by depositing by hand in the Canberra Tender Box before the Closing Time.

1.2 AusAID's preference is for electronic lodgement of Tenders. However, if electronic lodgement is not possible, you may lodge a hard copy of your tender instead.

1.3 For both electronic and hard copy Tender lodgement, you must submit the following documents as part of your Tender:

- (a) the technical proposal as described in Tender Schedule A, Part 1. The technical proposal must address the Selection Criteria and include the required attachments specified in Part 1;
- (b) the financial proposal as described in Tender Schedule B, Part 1. The financial proposal must be submitted as a separate file. For hard copy submissions, the financial proposal must be submitted in a separate sealed envelope;
- (c) the completed and signed Tenderer Declaration in the form specified in Attachment 2, Part 1; and
- (d) a completed Tenderer's Submission Checklist in the form specified in Attachment 1, Part 1.

1.4 All documentation submitted as part of the Tender must be in English.

1.5 Tenderers must include all information specified in this RFT in their Tender. Tenderers accept that their failure to provide all information required, in the format specified will result in their Tender being considered as a non-conforming Tender and liable to rejection.

1.6 The Tenderer must submit the number of copies specified in the Tender Particulars (clause 1.10, Part 1). Different numbers of copies may be required for hard copy lodgement and for electronic lodgement.

1.7 Tenders submitted by facsimile or email will not be considered.

- 1.8 It is a condition of this RFT that each Tender must remain valid and available for acceptance by AusAID for the Tender Validity Period specified in the Tender Particulars (clause 1.8, Part 1).
- 1.9 A person or persons having authority to enter into a Period Offer Deed on behalf of the Tenderer must sign the Tender Declaration (Attachment 2, Part 1).
- 1.10 AusAID may extend the Closing Time at its sole discretion and will issue an Addendum notifying any decision to extend.

Conditions Applying to Electronic Tender Lodgement

- 1.11 Electronic tenders must be lodged electronically via the Australian Government Tender System, AusTender, at <https://www.tenders.gov.au> before the Closing Time and in accordance with the tender lodgement procedures set out in Annexure B of Part 4 and on AusTender.
- 1.12 Where there is any inconsistency between the tender lodgement procedures set out on AusTender and those set out in this RFT, this RFT will prevail.
- 1.13 Tenders not submitted in accordance with clause 1.11, Part 4, will be excluded from evaluation.
- 1.14 It is the responsibility of Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither AusAID nor the Commonwealth takes any responsibility for any problems arising from Tenderers' infrastructure and/or Internet connectivity.

Conditions Applying to Hard Copy Tender Lodgement

- 1.15 For hard copy lodgement, the Tenderer is responsible for the delivery of their Tender. The Tender must be placed in AusAID's Canberra Tender Box. The Tender must be delivered during Business Hours by the Closing Time. Failure to submit a Tender in accordance with this clause may render the Tender liable to rejection.
- 1.16 The Original Tender document and any copies requested should be bound using a plastic comb binding, and should contain no plastic page separators.
- 1.17 The Tender should be endorsed with **"Tender for the Audit Services Strategic Alliance Period Offer"**. The Tenderer's postal address and fax number should be provided on the outside of the Tender.

2. TENDERER ENQUIRIES

- 2.1 Any enquiries that Tenderers may have must only be directed to the Contact Person specified in the Tender Particulars via email.
- 2.2 If a Tenderer:
 - (a) finds any discrepancy, error or omission in the terms and conditions of the RFT, including of the Period Offer Deed Conditions; or

- (b) wishes to make any enquiry, including seeking clarification, of the RFT, including of the Period Offer Deed Conditions,

the Tenderer must notify the Contact Person in writing, using the email address identified in clause 1.9, Part 1, as soon as possible and not later than 14 days prior to the Closing Date.

- 2.3 AusAID will respond to any Tenderer enquiries no later than 7 days prior to the Closing Date.
- 2.4 AusAID may, at its sole and absolute discretion, refuse to accept any enquiry not made in accordance with this clause.
- 2.5 AusAID reserves the right to publish on AusTender any clarification of the meaning of the content of this RFT on a non-attributable basis.

3. LATE TENDERS

- 3.1 A Tender lodged after the Closing Time is a late Tender.
- 3.2 AusAID will admit to evaluation a Tender that was received late solely due to AusAID mishandling. AusAID mishandling does not include mishandling by a courier or mail service provider engaged by a Tenderer to deliver their Tender. It is the responsibility of Tenderers to ensure that their Tender is dispatched in sufficient time for it to be received by AusAID by the Closing Time.
- 3.3 If a Tender is taken to be late, the Tenderer may be asked to provide explanatory evidence in an appropriate form to the Contact Person specified in the Tender Particulars.
- 3.4 A late Tender that is rejected by AusAID will be returned to the Tenderer unopened, except in cases where a Tender must be opened to identify the return address of the Tenderer or to establish which tender process the Tender was for.

4. NON-CONFORMING TENDERS

- 4.1 Tenders will be regarded as non-conforming if they fail to conform to one or more of the requirements of the RFT.
- 4.2 Subject to clause 3, Part 4, AusAID reserves the right to seek clarification of non-conforming Tenders in accordance with clause 6, Part 4.
- 4.3 AusAID reserves the right to remove pages that make a Tender technically non-conforming, in order to ensure that the tender technically conforms.
- 4.4 Subject to clause 3, Part 4, AusAID may, at its absolute discretion, assess or reject a non-conforming Tender.
- 4.5 AusAID will not enter into correspondence about a decision to assess or reject a non-conforming Tender.

5. INELIGIBILITY TO TENDER

- 5.1 A Tenderer is ineligible to tender where the Tenderer or any subcontractor of the Tenderer is listed by the World Bank in its “Listing of Ineligible Firms” or “Listings of Firms, Letters of Reprimand” posted at www.worldbank.org (the “World Bank List”).
- 5.2 Tenderers warrant by submitting a tender that the Tenderer, and any subcontractor of the Tenderer, are not listed on a World Bank List. Tenderers must also state in their tender whether the Tenderer or any subcontractor of the Tenderer is listed on any similar list maintained by any other donor of development funding (“Relevant List”) or are subject to any proceedings which could lead to listing on a World Bank List or listing on any Relevant List. Tenderers must also immediately notify AusAID where the Tenderer or any of their subcontractors becomes listed on a World Bank List or Relevant List, or subject to proceedings which may lead to such a listing, after the tender is submitted to AusAID.
- 5.3 AusAID will exclude any tender where the Tenderer is in breach of the warranty, or does not disclose any circumstance required under clause 5.2, Part 4. AusAID also reserves the right to exclude any tender, where the Tenderer or a subcontractor of the Tenderer becomes listed on a World Bank List or Relevant List, or is subject to proceedings which could lead to such a listing.
- 5.4 Tenderers should note that if they tender in breach of this clause 5, Part 4, or are subsequently listed on a World Bank List or Relevant List, AusAID may terminate any contract subsequently entered into with that Tenderer.
- 5.5 For the purpose of this clause 5, Part 4, a reference to a Tenderer or a subcontractor of a Tenderer includes any company in the same group as the Tenderer or the subcontractor (including but not limited to related bodies corporate of the Tenderer or subcontractor within the meaning of the *Corporations Act 2001*) and parties with whom the Tenderer or subcontractor is associated in respect of this Tender.

6. CLARIFICATION OF TENDERS

- 6.1 AusAID reserves the right to seek clarification of any Tender. Tenderers must:
- (a) respond to any request for clarification within the time period specified by AusAID;
 - (b) ensure that additional information provided answers AusAID's enquiry and is fully consistent with the Tender submitted by the Tenderer; and
 - (c) not seek to change any aspect of their Tender by providing additional information to AusAID.
- 6.2 Clarifications provided to Tenderers by AusAID are on the terms of the RFT.
- 6.3 Failure to supply clarification to the satisfaction of AusAID may render the Tender liable to rejection.

7. AMENDMENT OF THE RFT

- 7.1 AusAID may amend the RFT at any time by issuing an Addendum. All conditions of this RFT will apply to Addenda.

8. ASSESSMENT OF TENDERS

- 8.1 Tenders will be assessed on the following basis:

(a) Technical, which includes the other factors described in clause 8.6, Part 4, which in AusAID's opinion may impact upon the suitability of any Tenderer including the financial viability of any Tenderer; and

(b) Financial,

to achieve the best value for money outcome. Refer also to score weightings applicable to the Selection Criteria A and Selection Criteria B in Part 1.

- 8.2 Tenderers should note that value for money determinations are made on a whole-of-life (of project) basis and that AusAID is not bound or required to accept the lowest priced Tender or any Tender.

Technical Assessment

- 8.3 The technical assessment will be undertaken by the Technical Assessment Panel (the "TAP") comprising AusAID representative(s) and independent specialists appointed at AusAID's sole discretion. The TAP will assess Tenders based on Selection Criteria A and B specified in Part 1.

- 8.4 TAP members are required to maintain the "commercial-in-confidence" nature of the proceedings of the TAP meeting. TAP members must not discuss matters relating to the technical assessment of any tender with any party. Tenderers must not make contact with any members of the TAP, outside any TAP meeting, and any such contact will be considered a breach of confidentiality and may result in AusAID rejecting the tender of the Tenderer concerned.

- 8.5 AusAID reserves the right to take into account in the assessment of this Tender the past performance of the Tenderer or any proposed personnel contained in the Tender in accordance with Annexure A of this Part.

- 8.6 In making its assessment the TAP or AusAID may have regard to other factors relevant to the suitability, capacity and qualifications of a Tenderer including but not limited to:

- (a) the Tenderer's ability to comply with AusAID policies referred to in this RFT and the Tenderer's ability to comply with the Period Offer Deed Conditions; and
- (b) information obtained from any source which is relevant to the capacity of the Tenderer or any proposed personnel to perform the Services and achieve the Project goals and objectives. Such information may be the result of inquiries made by AusAID.

These other factors have not been allocated any specific weighting.

- 8.7 TAP members may adjust technical scores as a consequence of the consideration of past performance.

Goods and Services Tax

- 8.8 All Tenderers should be aware that under *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)*, AusAID is treated as a taxable enterprise. The financial proposal must state the value of the supplies exclusive of the GST.

Insurances

- 8.9 The financial proposal must be inclusive of all necessary insurances required by the Period Offer Deed Conditions and for the performance of the Services. Notwithstanding the requirements of the Period Offer Deed, AusAID strongly recommends that all Tenderers seek advice on and consider arranging professional indemnity insurance as a matter of prudent commercial practice. Where such insurance is arranged, AusAID recommends that it be maintained for the duration, plus a further three (3) years, of the full Term of the Period Offer or earlier termination.

9. OWNERSHIP OF TENDERS AND RFT

- 9.1 All Tenders become the property of AusAID on lodgement.
- 9.2 Such intellectual property rights as may exist in the information contained in each Tender will remain the property of the Tenderer.
- 9.3 The Tenderer authorises AusAID to copy, adapt, amend, disclose, including to AusAID Contractors and advisers, or do anything else necessary, in AusAID's sole discretion, to all materials including that which contains intellectual property rights of the Tenderer or other parties contained in the Tender.
- 9.4 Copyright in the RFT is reserved to AusAID.

10. CONFLICT OF INTEREST

- 10.1 Tenderers must:
- (a) identify any actual or potential conflict of interest; and
 - (b) the procedures they intend to implement for dealing with, any actual or potential conflicts of interest,
- which may arise in connection with the submission of their Tender or the conduct of the Services described in this RFT. Tenders should include details of any known circumstances that may give rise to either an actual conflict or potential for conflict of interest in relation to the activity.
- 10.2 If any actual or potential conflicts of interest arise for a Tenderer before entering into a Period Offer Deed for the Services, AusAID may:
- (a) enter into discussions to seek to resolve such conflict of interest; or

- (b) disregard the Tender submitted by such a Tenderer; or
- (c) take any other action that AusAID considers appropriate.

11. TENDERING CONDUCT

- 11.1 Each Tenderer warrants that it has not engaged in collusive or anti-competitive practices with any other Tenderer in the preparation of its Tender.
- 11.2 If a Tenderer is found to have made false or misleading claims or statements, or receives improper assistance or improperly obtains confidential information, AusAID reserves the right to reject at any time any Tender lodged by or on behalf of that Tenderer.

12. AusAID'S RIGHTS

- 12.1 As a Commonwealth Government agency, all AusAID procurement is subject to the Commonwealth Procurement Guidelines. The core principle of Commonwealth procurement is to achieve value for money. AusAID is also bound to conduct its procurement in an ethical, accountable, transparent, efficient and effective manner.
- 12.2 AusAID reserves the right to:
 - (a) seek Tenders from any Organisation;
 - (b) accept or reject any Tender;
 - (c) terminate, extend or vary its procurement process for the Services;
 - (d) request clarification in relation to a Tender;
 - (e) seek information or negotiate with any Organisation that has not been invited to submit a Tender;
 - (f) terminate negotiations with the preferred Tenderer and commence negotiations with any other Tenderer;
 - (g) evaluate Tenders as AusAID sees appropriate; and
 - (h) negotiate with any one or more Tenderers.

13. TENDERER'S ACKNOWLEDGEMENT

- 13.1 A Tender is submitted on the following basis:
 - (a) no legal obligation or agreement whatsoever is intended to be or is created between AusAID and any Tenderer by virtue of the tender process (including but not limited to statements contained in this RFT or any RFT) unless and until Period Offer Deed negotiations are completed and a formal written agreement acceptable to AusAID is entered into and executed by an authorised officer of AusAID and by the successful Tenderer, if any;

- (b) the Tenderer acknowledges and agrees that AusAID, its employees, agents and advisers are not, and will not be responsible, or liable for the accuracy or completeness of any information contained in this RFT, or any RFT issued subsequent to the evaluation of Tenders;
- (c) the Tenderer is responsible for all costs of and incidental to the preparation and delivery of the Tender, including obtaining this RFT, or any subsequent stage of the procurement process, including answering any queries and providing any further information sought by AusAID;
- (d) the Tenderer grants to AusAID an option to extend the term of the Period Offer Deed for a period of up to 12 months (in multiples of whole months); and
- (e) The Tenderer acknowledges and agrees to the conditions as set out in the attached Period Offer Deed. AusAID does not anticipate major changes to this Deed.

14. FURTHER REQUIREMENTS

- 14.1 Tenderers are reminded that Australian law prohibits the direct or indirect provision of support or resources to persons or entities listed by the Minister of Foreign Affairs under the Charter of the United Nations Act and/or listed in regulations made under Division 102 of the Commonwealth Criminal Code. Further information about listed persons and entities is available from Department of Foreign Affairs and Trade at www.dfat.gov.au/icat/persons_entities/explanatory_note.html. The national security website includes the list of listed terrorist organisations at: www.nationalsecurity.gov.au.
- 14.2 Tenderers should note that the Commonwealth Government has directed all Commonwealth agencies to give the fullest consideration in Commonwealth contracting to Australian or New Zealand goods, materials and associated Services where they represent value for money.
- 14.3 Tenderers should be aware that current employees of AusAID cannot be included in Tenders for AusAID projects. Former AusAID employees may be included in Tenders if doing so does not represent a breach of conflict of interest. See AusAID's Frequently Asked Questions website for further information: www.ausaid.gov.au/business/frequent.cfm.
- 14.4 Tenderers' attention is drawn to AusAID's policy on the Environment as set out in "Environmental Management Guide for Australia's Aid Program" (January 2002) or as amended from time to time. This document is available on AusAID's Internet site at <http://www.ausaid.gov.au/keyaid/envt.cfm>.
- 14.5 Tenderers' should note AusAID's policy on Gender and Development as contained in "Gender and Development – Australia's Aid Commitment" and AusAID's "Guide to Gender and Development". These documents are available on AusAID's Internet site at <http://www.ausaid.gov.au/keyaid/gender.cfm>.
- 14.6 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 *Equal Opportunity for Women in the Workplace Act 1999* ("Act"). If you are currently named as non-compliant for the purposes of the Act you must include, as an annex to your Technical

Proposal, a letter of compliance from the Equal Opportunity for Women in the Workplace Agency. Enquiries should be directed to the Equal Opportunity for Women in the Workplace Agency on (02) 8255 6300.

- 14.7 The attention of Tenderers is drawn to the *Auditor General Act 1997* which provides the Auditor General or an authorised person with a right to have, at all reasonable times, access to information, documents and records. AusAID contracts contain an obligation for a Contractor to provide access to premises and records associated with the Contract, and to ensure subcontractors also provide such access.
- 14.8 The attention of Tenderers is drawn to the fact that AusAID Contractors are bound to comply with the Information Privacy Principles under the *Privacy Act 1988* and to obligations under the *Privacy Amendment (Private Sector) Act 2000*, in particular to the National Privacy Principles contained in Schedule 3 of the Act.
- 14.9 Tenderers should be aware that the *Freedom of Information Act 1982* gives members of the public rights of access to official documents and information in the possession of the Commonwealth Government and its agencies.
- 14.10 Tenderers must keep any discussions or contact with AusAID in connection with the Tender, the RFT and any contract negotiations confidential. Any unauthorised approach by a Tenderer to an AusAID officer or discussion of matters pertaining to the procurement process will be considered a breach of confidentiality.
- 14.11 The attention of Tenderers is drawn to AusAID's Anti-corruption policy. AusAID contracts contain an obligation for a Contractor to warrant that: the Contractor shall not make or cause to be made, nor shall the Contractor receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt act, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Contract. In addition, the Contractor shall not bribe public officials and shall ensure that all the Contractor's specified personnel comply with this provision.
- 14.12 The Contractor is encouraged to identify and implement appropriate opportunities for publicising the Project.
- 14.13 The Contractor must acknowledge the Australian Government contribution in publicity of any form relating to the Project. The Contractor must only use the Australian Government logo to denote association with Australia, the Australian Government or the AGO in any publicity or other project related materials.
- 14.14 AusAID may select, as preferred Tenderer, the Tenderer who best meet the requirements of the RFT on the basis of the tender assessment process.

15. PERIOD OFFER DEED NEGOTIATIONS

- 15.1 AusAID may select, as preferred Tenderer, the Tenderer who best meet the requirements of the RFT on the basis of the tender assessment process.

16. APPLICABLE LAW

16.1 The laws of the Australian Capital Territory apply to the RFT and the RFT process.

ANNEXURE A – AUSAID USE OF PERFORMANCE INFORMATION

1. AusAID reserves the right to take into account in the assessment of this Tender the past performance in previous AusAID and non-AusAID activities or activities of:
 - (a) any Tenderer; and
 - (b) any member of the proposed personnel,in its capacity as:
 - (c) Contractor, consultant or subcontractor;
 - (d) an associate or employee of a Contractor, consultant or subcontractor; or
 - (e) a joint venture partner.
2. AusAID may:
 - (a) include in the assessment any Contractor performance information contained in any internal AusAID Contractor performance reporting systems in relation to performance of the Tenderer or proposed management, administrative and Project personnel on previous AusAID activities, providing the Contractor has seen the report and has had reasonable opportunity to comment; and
 - (b) take into account relevant performance information provided by external referees in relation to a Tenderer or proposed personnel member obtained by AusAID as a result of inquiries made within the previous 12 months.
3. AusAID reserves the right to use any relevant information obtained in relation to a Tenderer or proposed personnel member obtained either during the Tender period or within the previous 12 month period by providing it to the Technical Assessment Panel (TAP) or to any other relevant person for the purposes of Tender assessment, and such information may be taken into account in the course of assessment of the Tender by the TAP and AusAID. Where information has been received in accordance with clause 2(a) above, this may also be introduced into the TAP process.
4. AusAID may, at any time, make independent inquiries of:
 - (a) any person or entity which it reasonably believes to have actual knowledge of the performance of the Tenderer or proposed personnel member/s on a previous project or activity, whether or not that person or entity is nominated in the Tender as a referee for the Tenderer or proposed personnel member; and
 - (b) any Commonwealth Government department, agency or other government entity in Australia whether Commonwealth or State, or any other country, including law enforcement agencies in relation to a person who is proposed for inclusion in a Tender or a Tenderer.

5. AusAID may request a Tenderer to provide additional or clarifying information in relation to information obtained during the assessment process following the Closing Time for the purpose of assessment of the Tender.
6. Information obtained as a result of inquiries made by AusAID in relation to performance on previous activities will be sought on a confidential basis and AusAID shall not be obliged to disclose the content or source of prior performance information about a Tenderer or individual to any person.
7. AusAID shall not be liable upon any claim, demand, proceeding suit or action by any Tenderer or any proposed personnel member in relation to any matter, thing or issue arising out of or in any way in relation to the collection of information from any source or the use of any information collected pursuant to this Annex in the Tender assessment process.

ANNEXURE B – CONDITIONS FOR USE OF AUSTENDER, THE AUSTRALIAN GOVERNMENT ONLINE TENDER SYSTEM

1. AUSTENDER, THE AUSTRALIAN GOVERNMENT ONLINE TENDER SYSTEM

- 1.1 AusTender is the online tendering system for Australian Government Agencies. AusTender allows Tenderers to download tender documentation and upload tender responses. Tenderers must first register with AusTender at <https://www.tenders.gov.au>.
- 1.2 Access to and use of AusTender is 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 AusTender.
- 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 AusTender. Neither AusAID nor the Commonwealth take any responsibility for any problems arising from Tenderers' infrastructure and/or Internet connectivity.
- 1.4 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 RFT and no responsibility will be accepted by AusAID arising in respect of any use or attempted use by any party of AusTender.

2. REGISTERED TENDERERS AND NOTICES

- 2.1 In the event that AusAID elects to vary or supplement this RFT or change the conditions of tender, it will make reasonable efforts to inform Tenderers in accordance with this clause 2 of Annexure B, Part 4.
- 2.2 Tenderers may be informed by notices and other information issued as addenda posted on the webpage for this RFT on AusTender.
- 2.3 Tenderers who have registered and downloaded the tender documentation will be notified by AusTender via email of any addenda issuance. It is in the interest of Tenderers to ensure they have correctly recorded their contact details prior to downloading tender documentation. If Tenderers have not recorded their details correctly, they should amend their details and download the tender documentation again.
- 2.4 Tenderers are required to log in to AusTender and collect addenda as notified.
- 2.5 The Commonwealth will accept no responsibility if a Tenderer fails to become aware of any addendum notice which would have been apparent from a visit to the AusTender page for this RFT.
- 2.6 If a Tenderer has obtained tender documentation other than from AusTender, they must visit AusTender, register as a user and download the tender documentation for this RFT.

3. AUSTENDER HELP DESK

- 3.1 All queries and requests for technical or operational support must be directed to:

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

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

4. PREPARING TO LODGE A TENDER ELECTRONICALLY

Virus Checking

- 4.1 In submitting their tenders electronically, Tenderers warrant that they have taken reasonable steps to ensure that tender response files are free of viruses, worms or other disabling features which may affect AusTender and/or AusAID computing environment. Tenders found to contain viruses, worms or other disabling features will be excluded from the evaluation process.

Tender File Formats, Naming Conventions and Sizes

- 4.2 Tenderers must lodge their tender in accordance with the requirements set out in this clause 4, Part 4, for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the tender not uploading successfully and/or may eliminate the bid from consideration.
- 4.3 AusAID will accept tenders lodged in the File Formats for Electronic Tenders specified in the Tender Particulars (clause 1.5, Part 1).
- 4.4 The tender file name/s must:
- (a) incorporate the Tenderer's individual/company name;
 - (b) reflect the various parts of the bid they represent, where the tender comprises multiple files; and
 - (c) not contain spaces, non-alpha/numeric characters and symbols.
- 4.5 Tender files:
- (a) must not exceed a combined file size of five (5) megabytes per upload;
 - (b) should be uploaded from a high level directory on a Tenderer's desktop, so as not to impede the upload process; and
 - (c) should be zipped (compressed) together for transmission to AusTender.
- 4.6 AusTender will accept up to a maximum of five files in any one upload of a tender. Each upload should not exceed the combined file size limit of five (5) megabytes. If an upload would otherwise exceed five (5) megabytes, the Tenderer should either:
- (a) transmit the tender files as a compressed (zip) file not exceeding five (5) megabytes; and/or

- (b) lodge the tender in multiple uploads ensuring that each upload does not exceed five (5) megabytes and clearly identify each upload as part of the tender.
- 4.7 If a tender consists of multiple uploads, due to the number of files or file size, Tenderers should ensure that transmission of all files is completed before the Closing Time.
- 4.8 Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

Scanned or Imaged Material, including Statutory Declarations

- 4.9 Scanned images of signed and/or initialled pages within the tender, including Statutory Declarations and Deeds of Confidentiality, where they are required, are permitted so long as the total file size does not exceed the five (5) megabyte limit. The use of scanned or imaged material, where it expands the tender file size beyond the five (5) megabyte limit per upload, is prohibited.

5. ELECTRONIC LODGEMENT PROCESS

- 5.1 Before submitting an electronic tender, Tenderers must:
 - (a) ensure their technology platform meets the minimum requirements identified on AusTender;
 - (b) refer to AusTender's Help guidance, if required, on uploading tenders;
 - (c) take all steps to ensure that the tender is free from anything that might reasonably affect useability or the security or operations of AusTender and/or AusAID computing environment;
 - (d) ensure that the tender does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by AusAID; and
 - (e) ensure that the tender complies with all file type, format, naming conventions, size limitations or other requirements specified in clause 4 of Annexure B, Part 4, or otherwise advised by AusAID or required by AusTender.
- 5.2 Tenderers must allow sufficient time for tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Time.
- 5.3 Tenderers should be aware that holding the "Lodge a Response" page in the web browser will not hold the electronic tender box open beyond the Closing Time. An error message will be issued if the lodgement process is attempted after the Closing Time.
- 5.4 Tenders lodged through AusTender will be deemed to be authorised by the Tenderer.
- 5.5 If Tenderers have any problem in accessing the AusTender website or uploading a tender they must contact AusAID via the nominated Contact Person (clause 4.9, Part 1) or the AusTender Help Desk (clause 3.1 of Annexure B, Part 4) prior to the Closing Time. Failure to do so will exclude a tender from consideration.

6. LATE TENDERS, INCOMPLETE TENDERS AND CORRUPTED FILES

- 6.1 Any attempt to lodge a tender electronically after the Closing Time will not be permitted by AusTender. Such a tender will be deemed to be a Late Tender.
- 6.2 Where electronic submission of a tender has commenced prior to the Closing Time but concluded after the Closing Time, and upload of the tender file/s has completed successfully, as confirmed by AusTender system logs, the tender will not be deemed to be a Late Tender. Such tenders will be identified by AusTender to AusAID as having commenced transmission prior to, but completed lodgement after, Closing Time.
- 6.3 Where a tender lodgement consists of multiple uploads, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the Closing Time and clause 6.2 of Annexure B, Part 4, will only apply to the final upload.
- 6.4 Late Tenders, incomplete tenders, including those with electronic files that cannot be read or decrypted, tenders which AusAID believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of AusTender and/or AusAID's computing environment, will be excluded from evaluation.

7. PROOF OF LODGEMENT

- 7.1 When a tender lodgement has successfully completed, an official receipt is provided on screen. The on-screen receipt will record the time and date the tender was received by AusTender and will be conclusive evidence of successful lodgement of a tender. It is essential that Tenderers save and print this receipt as proof of lodgement. A separate email confirming receipt of the tender will also be automatically dispatched to the email address of the registered user whose details were recorded at login.
- 7.2 Failure to receive a receipt means that lodgement has not completed successfully. Where no receipt has been issued by AusTender, the attempted lodgement will be deemed to have been unsuccessful. Tenderers should refer to clauses 5.2 and 5.5 of Annexure B, Part 4.

8. AUSTENDER SECURITY

- 8.1 Tenderers acknowledge that although the Commonwealth has implemented the security measures described on AusTender, the Commonwealth does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- 8.2 Tenderers acknowledge that:
 - (a) lodgement of their tender on time and in accordance with these conditions of tender is entirely their responsibility; and
 - (b) AusAID will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a tender or any other material or communication relevant to this RFT, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

PART 5 – DRAFT PERIOD OFFER DEED

Attached is a Period Offer Deed. AusAID reserves the right to alter or amend the Period Offer Deed. However, AusAID does not anticipate major changes to the Deed.