



Australian Government  
Department of Finance

## Request for Tender – FIN/PP03/23Phase3

### Whole of Australian Government People Panel Coordinated Procurement Arrangements - **Professional Contractor Services**

The timetable below provides the key dates related to this Request for Tender (RFT).

Description	Time
Industry Briefing	10.00am AEDST 08 November 2024
Enquiry Cut-off Date	2.00pm AEDST 05 December 2024
Last Addenda Release Date	2.00pm AEDST 09 December 2024
Closing Time	2.00pm AEDST 19 December 2024
Service Commencement Date	Expected to be Quarter 4 2024/2025

**Tender Submission:** Tenders must be submitted in the 360 Public Portal (refer paragraph 8.5) by the Closing Time (refer paragraph 8.8))

**Statement of Tax Record (STR(s)):** Tenderers that do not submit a valid and satisfactory STR(s) will be excluded from further consideration (refer paragraph 8.3)

**Important Note:** **LATE TENDERS WILL NOT BE ACCEPTED UNLESS THE TENDER IS LATE DUE SOLELY TO MISHANDLING BY FINANCE OR THE 360 PUBLIC PORTAL** (refer PARAGRAPH 8.10)

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## PART A – PEOPLE PANEL

### 1 Establishment of the People Panel

#### 1.1 Introduction

- 1.1.1 The Department of Finance (**Finance**) is establishing a Whole of Australian Government (**WoAG**) Coordinated Procurement Arrangement for Recruitment and Search, Labour Hire and Professional Contractor Services collectively referred to as the "**People Panel**".
- 1.1.2 The People Panel will be established through a series of coordinated procurements, undertaken in phases with each conducted through separate open approaches to market.
- 1.1.3 The third phase in the People Panel series, this RFT, is for Professional Contractor Services only (**Professional Contractor Services Panel**).
- 1.1.4 Finance has established and manages coordinated procurements for common products and services on behalf of the Commonwealth. The objectives of the Professional Contractor Services Panel are to:
- (a) provide Entities with consistent and efficient processes to engage Service Providers;
  - (b) enable the delivery of high-quality Services that represent Value for Money (**VFM**);
  - (c) ensure Services are provided by reputable organisations or individuals that adhere to the highest integrity standards (including the Integrity Requirements); and
  - (d) provide increased transparency through improved data and reporting.
- 1.1.5 As a coordinated procurement, use of the People Panel for Professional Contractor Services will be:
- (a) mandatory for non-corporate Commonwealth Entities that are subject to the *Public Governance, Performance and Accountability Act 2013 (PGPA Act)*; and
  - (b) optional for other Commonwealth Entities that are subject to the PGPA Act.
- 1.1.6 This Professional Contractor Services Panel will incorporate, in full or in part, service categories from the following existing panels at a minimum:
- (a) relevant Professional Contractor Services categories related to:
    - (i) **SON3485107** – Department of Defence, Defence Support Services Panel;
    - (ii) **SON3538332** – Australian Federal Police, Capability Support Services Panel;
    - (iii) **SON3390679** – Department of Health and Aged Care, Health Data Analytics Panel;

- (iv) **SON3389328** – Department of Defence, Negotiation Services Standing Offer Panel; and
  - (b) other Professional Contractor Service-related categories on current broader services panels.
- 1.1.7 Once this Professional Contractor Services Panel is established, the panels listed in paragraph 1.1.6 above will be reduced in scope, so that orders within the scope of this Panel, are solely placed under this Panel. Finance and other Commonwealth agencies administering those existing panels will publish more detailed guidance to panellists about the transition process between the use of those panels and the Professional Contractor Services Panel.
- 1.1.8 Each financial year, Entities will be able to purchase up to:
- (a) \$50,000; or
  - (b) five per cent of the Entity's total expenditure that financial year,
- (whichever is the greater), worth of in-scope Professional Contractor Services from service providers not on the Professional Contractor Services Panel. An additional five per cent allowance is available for Entities to engage First Nations businesses not on the Professional Contractor Services Panel. These percentage figures may be reviewed and modified by Finance from time to time without issuing an amendment to this RFT.
- 1.1.9 Once established, Finance will administer the Professional Contractor Services Panel.

## 1.2 Term of the Panel

- 1.2.1 The People Panel commenced with the Recruitment and Search Services Panel in October 2022 for an initial four (4) year term. The Labour Hire Services Panel commenced on 7 August 2023 for an initial four (4) year term. Each panel has an option for Finance to extend the term of the Head Agreement (at Finance's sole discretion) for further a period or periods of up to four (4) years in total.
- 1.2.2 It is intended that the Professional Contractor Services Panel will also have an initial four (4) year term with an option for Finance to extend the term of the Head Agreement (at its sole discretion) for a further period or periods of up to four (4) years in total.

## 1.3 Notices about the procurement

- 1.3.1 Information about this procurement will be published on AusTender. Potential Tenderers must be registered on AusTender at [New User Registration](#): AusTender (tenders.gov.au) to receive any information or notifications about the procurement.
- 1.3.2 Information about the procurement and notification of the release of this RFT may also be published on the 360 Public Portal at [apetsoftware.com.au](#). Tenderers must use the 360 Public Portal to complete and lodge their Tender. Tenders cannot be lodged on AusTender, or by email, post, courier, hand or any other method.

## 1.4 Refreshing the Panel

- 1.4.1 It is intended that Finance may, at any time during the term of the Professional Contractor Services Panel:
- (a) approach the market to add other Service Providers to the Professional Contractor Services Panel in one or more Service Area, Service Categories or Work Level Standards; and

- (b) add additional or remove Service Area, Service Categories and Work Level Standards (for which Tenderers and other service providers may tender for).

## 2 Background

### 2.1 Purpose of the People Panel

- 2.1.1 Finance determined that a coordinated procurement for People Panel services, including Professional Contractor Services, would provide a range of benefits, including:
  - (a) improved quality, consistency and efficiency of purchasing professional contractor services with standard terms and conditions and a performance management framework;
  - (b) cost savings and efficiencies for industry by reducing administration and tendering efforts;
  - (c) reduction in the time and effort for Entities and for industry participants to establish contracts;
  - (d) replacing either in part or as a whole, multiple panel arrangements across Government with a single panel arrangement; and
  - (e) providing standardised fee structures for Entities, noting that a provider's fees across current panels can vary significantly for the same types of services.

### 2.2 Estimated purchasing trends

- 2.2.1 Finance estimates that the historic value of contracts undertaken through Commonwealth panels with similar service categories as the People Panel was approximately over \$1 billion per annum. This estimated historic value does not represent or warrant any future level of Commonwealth expenditure through the Professional Contractor Services Panel once fully established, or future expenditure through use of the People Panel more broadly.
- 2.2.2 However, Tenderers should be aware that the Australian Government is taking action to build the capability and the capacity of the Commonwealth public service and reduce the Commonwealth's reliance on consultants and contractors, recognising that delivering outcomes for Australians must be built on the foundations of a strong public service.
- 2.2.3 The information contained in paragraph 2.2.1 represents Finance's best estimates based on the data and modelling available to Finance at the time of this RFT. However, the information in paragraph 2.2.1 should not be relied upon by any Tenderer, and the disclaimers in paragraph 8.17 apply in respect of this information.

## PART B – ABOUT THIS REQUEST FOR TENDER

### 2.3 Professional Contractor Services

2.3.1 This RFT is for Professional Contractor Services. A Professional Contractor is defined and characterised in this RFT for the purposes of this arrangement only.

2.3.2 Tenderers:

- (a) who submitted a tender and were unsuccessful for the Recruitment and Search Services Panel and/or Labour Hire Services Panel, and who want to be considered for the provision of Professional Contractor Services, should also respond to this RFT;
- (b) who are already approved as service providers on either one or both of the Recruitment and Search Services Panel and/or the Labour Hire Services Panel, do not automatically qualify as service providers on the Professional Contractor Services Panel, so should respond to this RFT if they want to be considered for the provision of Professional Contractor Services;
- (c) will not be precluded from responding to the subsequent refresh of any phase of the People Panel (including any refresh of the Professional Contractor Services Panel), if they do not submit a Tender to this RFT; or
- (d) who submitted a tender for Recruitment and Search Services and/or Labour Hire Services, but do not want to be considered for the provision of Professional Contractor Services, do not need to respond to this RFT.

#### Definitions

2.3.3 A Professional Contractor:

- (a) is a natural person who is an expert with extensive knowledge and experience in the Service Area and Service Category to which the Ordered Services relate and is:
  - (i) the Service Provider (if the Service Provider is a sole trader); or
  - (ii) the employee of a Service Provider (or a natural person otherwise engaged directly or indirectly by a Service Provider);
- (b) is not an employee of the Entity; and
- (c) will work under the supervision of the Entity and at the premises of the Entity or another location, as described and required under the terms of the Head Agreement and any Contract made under the terms of the Head Agreement.

#### Professional Contractor Services Arrangements

2.3.4 Under the Professional Contractor Services Panel, it is intended that the Entity may engage a Service Provider to provide them with one or more Professional Contractors to provide the relevant Professional Contractor Services.

2.3.5 If the Service Provider engages a Professional Contractor to provide the Services, the Service Provider is responsible for paying and making all employment or other payments to, or relating to the employment of the Professional Contractor, including statutory employment on-cost payments.

- 2.3.6 The Service Provider's Fees are paid on a daily rate basis, determined by reference to the applicable Work Level Standard, Service Area and Service Category of the Professional Contractor(s) being provided.

### Professional Contractor Services under this RFT

- 2.3.7 The Professional Contractor Services required for this RFT consist of:
- (a) four (4) Service Areas;
  - (b) eighteen (18) Service Categories (see Diagram 1), with no identified sub-categories; and
  - (c) five (5) Work Level Standards (see Attachment B to this RFT).
- 2.3.8 Tenderers are required to nominate the Service Areas, Service Categories and the Work Level Standards that they are tendering for.



Diagram 1: Professional Contractor Services Areas and Service Categories

## 3 Scope of the Panel

### 3.1 Services included in Professional Contractor Services

- 3.1.1 The Services required under the Professional Contractor Services Panel include the provision by the Service Provider of suitably qualified and appropriately skilled Professional Contractor(s) to undertake work in the relevant Service Areas and Service Categories, and at the relevant Work Level Standards, where the work required is:
- (a) specialised in nature, requiring:
    - (i) the holding of any required qualifications and licences for that specialisation; and
    - (ii) relevant industry experience in the field of specialisation;
  - (b) not referable to an on-going Australian Public Service (APS) position;

- (c) not work that would be performed under the Labour Hire Services Panel;
- (d) for a short-term involving a one-off or irregular task, where the work is expected to take up to 24 months; and
- (e) not work that is out-of-scope as specified in paragraph 3.2 of this RFT.

3.1.2 A Professional Contractor who is engaged under a Contract does not, at any point, become an employee of the Entity. This activity is subject to an Entity's recruitment process which is outside the scope of the Professional Contractor Services Panel.

### 3.2 Out of scope services

3.2.1 The Services required under the Professional Contractor Services Panel do not include:

- (a) provision of Professional Contractors for ICT service roles (roles commonly listed in the ICT and Digital Solutions Job Family (see [APS Job Family Framework](#)));
- (b) provision of Professional Contractors for resource and construction roles (including industrial, agricultural, infrastructure, mining, forestry, fisheries, maritime, meatworkers, manufacturing, textiles, building);
- (c) provision of Professional Contractors for military engineering roles;
- (d) provision of Professional Contractors for statutory appointments;
- (e) provision of Professional Contractors for non-statutory appointments (for example to an audit committee and consultative committees);
- (f) provision of Professional Contractors for learning and development service roles;
- (g) services provided under other Whole of Australian Government Coordinated Procurement Arrangements such as legal services and property service roles, and services provided under the Management Advisory Services Panel;
- (h) provision of consultancy services as defined in the Australian Government's guide on Procurement Publishing and Reporting Obligations (RMG423) available at <https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-and-reporting-obligations-rmg-423>, as amended from time to time; and
- (i) independent advisors, witnesses, and expert witnesses.

These out of scope services may be further defined by Finance during the Head Agreement Period.

### 3.3 RFT Structure

3.3.1 This RFT is structured as follows:

- (a) **Part A** – People Panel;
- (b) **Part B** – About this Request for Tender;
- (c) **Part C** – Conditions of Tender;
- (d) **Part D** – Evaluation of Tenders;

- (e) **Attachment A** – Definitions;
- (f) **Attachment B** – Work Level Standards and Service Categories;
- (g) **Attachment C** – Head Agreement;
- (h) **Attachment D** – Information and Guidance about the Tender Response Questionnaire;
- (i) **Attachment E** – Sustainable Procurement and Economic Benefits to the Australian Economy;
- (j) **Attachment F** – Guidance on the Shadow Economy Procurement Connected Policy;
- (k) **Attachment G** – 360 Public Portal Tenderer’s User Guide;
- (l) **Attachment H** – Modern Slavery; and
- (m) **Attachment I** – Tenderer’s Declaration Information

### 3.4 Contractual Arrangements

- 3.4.1 Successful Tenderers will be required to enter into a Head Agreement with the Commonwealth under the terms and conditions at **Attachment C – Head Agreement** without substantial negotiation (although the particular Professional Contractor Services for which a Tenderer is selected, and the pricing, may vary between Tenderers). Tenderers should note Finance’s right at paragraph 8.22.1 to exclude a Tender from consideration as a Service Provider on the Professional Contractor Services Panel if the Tenderer does not agree to the terms and conditions of the Head Agreement at Attachment C without amendment.
- 3.4.2 This Professional Contractor Services Panel will commence from the date the Head Agreement is executed by Finance and a Successful Tenderer, with Entities able to access Services under the Professional Contractor Services from the Services Commencement Date.

## 4 Timeframe for this RFT

### 4.1 Overview

- 4.1.1 Table 1 sets out the anticipated timeframe for the primary stages of this RFT. However, with the exception of the Closing Time (which is final and subject to paragraph 8.8), the dates are indicative only and do not create an obligation on the part of Finance to take any action on the date specified. Finance may change any aspect of the timeframe at any time and will comply with its obligations under the RFT in relation to notifying Tenderers of such change.

## 4.2 Timetable

Milestone	Indicative Dates
Industry Briefing	10:00am AEDST 08 November 2024
Enquiry Cut-off Date	2.00pm AEDST 05 December 2024
Last Addenda Release Date	2.00pm AEDST 09 December 2024
Closing Time	2:00pm AEDST 19 December 2024
Services Commencement Date	Expected to be Quarter 4 2024/25

Table 1 – RFT Timetable

- 4.2.1 Finance will not respond to queries from industry or Tenderers about the progress of the evaluation of tenders for this procurement. If there are any perceived delays in meeting the Services Commencement Date in Table 1, Finance may, at its discretion, publish updates to the timetable on AusTender and the 360 Public Portal (see further paragraph 5.2).

## 4.3 Industry Briefings

- 4.3.1 Finance intends to offer Tenderers the opportunity to attend an Industry Briefing which will provide further information about the Services required under this RFT, and the requirements for submitting a Tender.
- 4.3.2 Notification of the format of the Industry Briefing, and details about how to register to attend, will be published on AusTender and the 360 Public Portal as an Addendum to this RFT.
- 4.3.3 The Industry Briefing will be conducted for the purpose of providing background information only. Tenderers must not rely on a statement made at the Industry Briefing as amending or adding to this RFT, unless that amendment or addition is confirmed by the Commonwealth in writing as an Addendum to this RFT via AusTender and the 360 Public Portal.
- 4.3.4 Attendance at the Industry Briefing is recommended, but is not mandatory.
- 4.3.5 Finance will aim to allocate time towards the end of the Industry Briefing for questions from attendees. Finance may:
- request questions from Tenderers prior to the briefing;
  - answer any or all questions at the briefing;
  - take any or all questions on notice; or
  - not answer any or all questions.
- 4.3.6 Following the Industry Briefing, Finance will issue an Addendum through AusTender and the 360 Public Portal to Tenderers, providing a copy of the Industry Briefing presentation and answers to questions asked at the briefing.

## 5 RFT Publishing and Addenda

### 5.1 RFT Publishing

- 5.1.1 Notification of this RFT will be published on both AusTender and the 360 Public Portal. A link will be provided on AusTender to direct the user to this RFT in the 360 Public Portal. Tenderers must either register for a new account (on either AusTender and/or the 360 Public Portal) or sign in to an existing account to download the RFT documentation.
- 5.1.2 If the Tenderer has obtained the RFT documentation from any source other than AusTender or the 360 Public Portal, they must register for a new account (on either AusTender and/or the 360 Public Portal) and download the RFT documentation, in order to receive notification of Addenda.

### 5.2 Notice of Addenda

- 5.2.1 Finance has the right to add, vary, supplement or clarify any aspect of this RFT, or to provide additional information in relation to this RFT, at any time by issuing an Addendum in the 360 Public Portal and AusTender.
- 5.2.2 Tenderers who have registered and downloaded RFT documentation from the 360 Public Portal will be notified by the 360 Public Portal automatically via email of any Addenda issued.
- 5.2.3 Notification of Addenda issued in the 360 Public Portal will also be published on AusTender.
- 5.2.4 Tenderers acknowledge that they have no claim against Finance (or the Commonwealth in any other capacity) or Simplylogical.net if they fail to become aware of any Addendum.
- 5.2.5 All Addenda issued by Finance under this paragraph 5.2 will form part of this RFT.

### 5.3 AusTender and 360 Public Portal

- 5.3.1 Access to and use of AusTender and the 360 Public Portal is subject to the terms and conditions governing AusTender and the 360 Public Portal respectively. In participating in this RFT, the Tenderer must comply with those terms and conditions and any applicable instructions, processes and procedures:
- (a) **for AusTender:** as provided at [tenders.gov.au/infolinks/termsfuse](https://tenders.gov.au/infolinks/termsfuse); and
  - (b) **for the 360 Public Portal:** as provided on the 360 Public Portal, available at [Public Portal Terms of Use](#).

### 5.4 AusTender and 360 Public Portal Support

- 5.4.1 All queries and requests for technical/operational support for the 360 Public Portal must be directed to:

#### 360 Public Portal Support

Email: [support@simplylogical.net](mailto:support@simplylogical.net)

Telephone (within Australia): 02 5100 4009

Telephone (International): +61 2 5100 4009

- 5.4.2 All queries and requests for technical/operational support for AusTender should be directed to:

**AusTender Help Desk**

**Email:** [tenders@finance.gov.au](mailto:tenders@finance.gov.au)

**Telephone:** 1300 651 698

**International:** +61 2 6215 1558

- 5.4.3 Support for the 360 Public Portal and the AusTender Help Desk is available between 9am and 5pm Australian Capital Territory local time, Monday to Friday (excluding Australian Capital Territory and national public holidays).

## **6 Enquiries Relating to this RFT**

### **6.1 Enquiries from Tenderers**

- 6.1.1 Enquiries relating to this RFT including questions and requests for additional information or clarification must be made in writing before the Enquiry Cut-off Date set out in 'Table 1 – RFT Timetable' in paragraph 4.2 of this RFT. Enquiries must be directed to the Request Manager through the "Contact Request Manager" feature within the 360 Public Portal, which opens an "Enquiries" page.
- 6.1.2 The Request Manager is the sole contact point for any queries, or requests for any information, in relation to this RFT until this RFT process has concluded.
- 6.1.3 Enquiries received before the Enquiry Cut-Off Date may be answered, subject to paragraph 6.1.6 of this RFT. Enquiries received after the Enquiry Cut-off Date will not be answered unless Finance determines, in its sole and absolute discretion, it would be in the interest of any or all Tenderers to provide a response to the enquiry.
- 6.1.4 Finance encourages Tenderers to ask any questions they may have and advises that any enquiries relating to this RFT will not be taken into consideration during the evaluation process. Enquiries should clearly set out the paragraph reference and document to which the enquiry relates.
- 6.1.5 Tenderers should note that Finance may, where it considers it appropriate, provide the answer (if any) to an enquiry to the requesting Tenderer only or to all potential Tenderers on a non attributable basis by way of an Addendum (in accordance with paragraph 5.2 of this RFT). In order to provide the answer (if any) on a non-attributable basis, Finance reserves the right to modify questions that are lodged before publishing the question and answer.
- 6.1.6 Finance may, in its sole and absolute discretion, not respond to questions or comments.
- 6.1.7 Tenderers should identify in their enquiry what, if any, information in the enquiry the Tenderer considers is confidential. Inappropriate identification of information as confidential will be considered by Finance when determining what, if any, response will be given.

## 6.2 Discrepancies, Errors or Omissions in this RFT

- 6.2.1 If a Tenderer finds, or reasonably believes it has found, any discrepancy, error, ambiguity, inconsistency or omission in this RFT, or any other information given or made available by Finance, the Tenderer should promptly notify the Request Manager through the contact point in paragraph 6.1.1 of this RFT. The Tenderer should set out in sufficient detail such discrepancy, error, ambiguity, inconsistency or omission.
- 6.2.2 The notice referred to in paragraph 6.2.1 of this RFT should be provided as soon as possible after the Tenderer becomes aware of a discrepancy, error, ambiguity, inconsistency, or omission to enable Finance to take whatever corrective action, if any, it deems appropriate.
- 6.2.3 Any actual discrepancy, error, ambiguity, inconsistency or omission in this RFT or any other information given or made available by Finance will, if Finance considers (in its absolute discretion) that it is practicable and appropriate to do so, be corrected by Finance and notified to Tenderers by way of an Addendum in accordance with paragraph 5.2 of this RFT (without attribution to the Tenderer that provided the notice).

## 6.3 Complaints

- 6.3.1 Finance's Complaints Officer (**Complaints Officer**) is the Director, Procurement and Contracting. Tenderers can submit a complaint or contact the Complaints Officer regarding this RFT via email to [contracts@finance.gov.au](mailto:contracts@finance.gov.au).
- 6.3.2 This RFT is a covered procurement for the purposes of the *Commonwealth Procurement Rules and the Government Procurement (Judicial Review) Act 2018* (Cth) (**GPJR Act**). If a Public Interest Certificate is issued in respect of this RFT prior to the Closing Time, an Addendum will be issued via AusTender and the 360 Public Portal to notify Tenderers.
- 6.3.3 For a procurement complaint covered by the GPJR Act, please submit the complaint via the *Government Procurement (Judicial Review) Act 2018* general procurement complaint form available at [Procurement complaints | Department of Finance](#).
- 6.3.4 For all other procurement complaints (or if the provider is unsure if the GPJR Act applies to the matter), please submit the complaint via the general procurement complaint form available at [Procurement complaints | Department of Finance](#), or by contacting the Complaints Officer as per paragraph 6.3.1.
- 6.3.5 To allow a prompt and effective investigation, Tenderers or suppliers should provide the information requested within the complaints submission form or the following information if submitting a complaint by email, including (where applicable or known):
- (a) the title of the RFT and reference number;
  - (b) the basis upon which the complaint is being lodged;
  - (c) how the Tenderer or supplier was affected by the alleged or proposed conduct of Finance in relation to this RFT;
  - (d) supporting material (if available); and
  - (e) the outcome the Tenderer or supplier wishes to achieve from the complaint process.

- 6.3.6 Upon lodging a complaint through the online complaints submission form you will receive an immediate confirmation of receipt. If lodging by email, the complainant will receive a confirmation within one Business Day of receipt.
- 6.3.7 Within two Business Days you will receive acknowledgement which will include a Reference Number and information on the proposed review action. A final decision regarding the assessment undertaken and the conclusions reached will be provided to you in writing.
- 6.3.8 Finance takes procurement complaints seriously and is committed to ensuring that it manages any complaints fairly and efficiently. Complaints will be investigated by an independent review officer in accordance with Commonwealth procurement complaint principles ([Procurement complaints - for business | Department of Finance](#)).
- 6.3.9 Submission of a procurement complaint will not prejudice any Tenderer's or supplier's participation in this or any future procurement process undertaken by the Commonwealth.
- 6.3.10 Applications made under the GPJR Act must be made within 10 days after the day on which the Tenderer or supplier became aware, or ought reasonably to have become aware, of the alleged contravention. For more information on the handling of complaint under the GPJR Act, refer to Resource Management Guide No. 422 Handling complaints under the *Government Procurement (Judicial Review) Act 2018*, available at: [Handling complaints under the Government Procurement \(Judicial Review\) Act 2018 \(RMG 422\) | Department of Finance](#), as amended from time to time.
- 6.3.11 Further information is available at [Procurement complaints | Department of Finance](#).

## 7 Responding to this RFT

### 7.1 360 Public Portal

- 7.1.1 Finance is using the 360 Public Portal, an online system, to receive Tenders in response to this RFT. The 360 system comprises a 360 Public Portal which is a secure system hosted and supported in Australia.
- 7.1.2 Tenderers must submit their Tender through the 360 Public Portal.
- 7.1.3 Tenderers should refer to **Attachment G – 360 Public Portal Tenderer's User Guide** of this RFT, and the quick reference guide [360 Public Portal Getting Started](#) which is available on each screen in the 360 Public Portal by clicking on the icon. The guide contains instructions on:
- (a) how to register on the 360 Public Portal, download and upload the required documents;
  - (b) how to complete and submit a Tender;
  - (c) how to change a Tender once it has been submitted; and
  - (d) the specifications required for web browsers to submit a Tender.

### 7.2 Offered Services

- 7.2.1 Tenderers may submit a Tender in respect of some or all of the Service Areas, Service Categories and Work Level Standards for this Professional Contractor Services Panel, as set out in **Attachment C – Head Agreement**. Tenderers are not required to tender for all Service Areas, Service Categories or Work Level Standards.

### 7.3 Best Offer

- 7.3.1 Finance does not intend to conduct negotiations and without limiting its rights under this RFT intends to conduct the evaluation and select Successful Tenderers to the Professional Contractor Services Panel primarily on the basis of written Tenders as submitted. Accordingly, the Tenderer is encouraged to submit its best and unconditional offers in the first instance.

### 7.4 Privacy

- 7.4.1 Personal Information included as part of a Tender is protected by law, including the *Privacy Act 1988* (Cth), and is collected by Finance for the purposes of administering, processing, and evaluating Tenders, as well as managing the Professional Contractor Services Panel. Any Personal Information contained in a Tender may also be used by Finance or disclosed by Finance to other parties for the purposes of administering and managing the Professional Contractor Services Panel, or where agreed, or where it is required or authorised by law. For more information about how Finance handles Personal Information, refer to the Finance Privacy Policy, as amended from time to time, which can be viewed at <https://www.finance.gov.au/about-us/privacy-policy-summary>

## PART C – CONDITIONS FOR PARTICIPATION

### 8 Participating in this RFT Process

#### 8.1 Not used

#### 8.2 Conditions for Participation

- 8.2.1 The Conditions for Participation are the mandatory minimum requirements that the Tenderer must meet before a Tender can progress to the detailed evaluation stage as contemplated in paragraph 10 below.
- 8.2.2 Subject to paragraph 8.11 of this RFT, any Tender that, in the opinion of Finance, does not meet the Conditions for Participation at the Closing Time, will be excluded from further consideration.
- 8.2.3 The Tenderer must, at the Closing Time, meet all of the Conditions for Participation in paragraph 8.2.4 of this RFT.
- 8.2.4 The Tenderer must:
- (a) be a legal entity under Australian law;
  - (b) not be bankrupt or insolvent;
  - (c) hold all Valid and Satisfactory STR(s) required for the Tenderer's entity type;
  - (d) hold a copy of all Valid and Satisfactory STR(s) required to be held by any first tier Subcontractor that it proposes, as part of its Tender, to engage to deliver goods or Services with an estimated value of \$4 million or more (GST inclusive) if known at the time of submission;
  - (e) not be subject to any judicial decision against them (not including decisions under appeal) relating to employee entitlements, (or if subject to such judicial decision, the Tenderer must have satisfied any resulting order); and
  - (f) not be listed as a non-compliant employer under the *Workplace Gender Equality Act 2012* (Cth).

#### 8.3 Minimum Content and Format Requirements

- 8.3.1 The Minimum Content and Format Requirements are the minimum requirements that a Tender must meet in order for the Tender to be progressed to the detailed evaluation stage as described in paragraph 10 below.
- 8.3.2 Subject to paragraph 8.11 of this RFT, any Tender that, in the opinion of Finance, does not meet a Minimum Content and Format Requirement, will be excluded from further consideration.
- 8.3.3 The Minimum Content and Format Requirements that apply to this RFT are:
- (a) the Tender must be written in English;
  - (b) all fees must be submitted in the form of Australian dollars; and
  - (c) the Tenderer should submit with its Tender all Valid and Satisfactory STR(s) required for the Tenderer's entity type (refer **Note 1** below) that is Valid and Satisfactory at the Closing Time.

**Note 1:** Tenderers and their first tier Subcontractors should apply for a STR(s) with sufficient time to meet the Conditions for Participation in paragraphs 8.2.4(c) and (d) and the Minimum Content and Format Requirement in paragraph 8.3.3(c).

Tenderers and their first tier Subcontractors are strongly encouraged to apply for a STR(s) online through the ATO website, by visiting [Statement of tax record | Australian Taxation Office \(ato.gov.au\)](http://ato.gov.au). To avoid delays in receiving your STR, you should not request a STR(s) from the ATO by telephone or post.

The STR **should** be issued for the Australian Business Number (ABN) of the Tenderer.

#### **Partnership**

If the Tenderer is a partnership, a Valid and Satisfactory STR **should** be provided on behalf of the partnership and in respect of each partner that is directly involved in the delivery of Services under a Contract under the Head Agreement. If a new partner subsequently becomes directly involved in the delivery of Services, a Valid and Satisfactory STR **should** be provided to Finance within a reasonable time after the partner becomes involved.

#### **Trust**

If the Tenderer is an Australian trust, a Valid and Satisfactory STR **should** be provided in respect of **both** the trust **and** trustee.

#### **Foreign Trust**

If the Tenderer or Subcontractor is a foreign trust without an Australian tax record of at least 4 years, a Valid and Satisfactory STR **should** be provided in respect of **both** the trust **and** trustee (refer to part 8.a of the *Shadow Economy Procurement Connected Policy*).

#### **Joint Venture**

If the Tenderer is a joint venture, a Valid and Satisfactory STR **should** be provided in respect of **each party** to the joint venture. Where the joint venture operator is not a participant of the joint venture, the operator **should** also provide a Valid and Satisfactory STR.

#### **Head company of a Tax Consolidated Group or Multiple Entry Consolidated Group**

If the Tenderer or Subcontractor is the head company of a tax consolidated group, or a Multiple Entry Consolidated (MEC) group, a Valid and Satisfactory STR **should** be provided by the head company, but need not be provided for subsidiaries.

#### **Subsidiary of Tax Consolidated Group or Multiple Entry Consolidated Group**

If the Tenderer is a subsidiary of a tax consolidated group, or a Multiple Entry Consolidated (MEC) group, a Valid and Satisfactory STR **should** be provided by the subsidiary and the head company.

#### **Individual**

Where the Tenderer is an individual, a Valid and Satisfactory STR **should** be provided by the individual. Individuals who are not in business should apply to the ATO for their STR application to be processed manually.

#### **Member of a Goods and Services Tax (GST) Group**

If the Tenderer is a member of a GST group, a Valid and Satisfactory STR(s) **should** be provided by the group representative **and** the group member.

The Conditions for Participation at paragraphs 8.2.4(c) and (d) and the Minimum Content and Format Requirement at paragraph 8.3.3(c) of this RFT applies to **all** Tenderers regardless of whether or not the Tenderer pays tax in Australia.

If the total value of a Contract under the Head Agreement is \$4 million (GST inclusive) or more, a Successful Tenderer will under the terms of the Contract need to ensure that any first tier Subcontractor engaged under a Subcontract to deliver goods or services with an estimated value of

\$4 million or more (GST inclusive) holds a Valid and Satisfactory STR(s) at all times during the term of the relevant Contract.

- 8.3.4 If a Tenderer does not submit all Valid and Satisfactory STR(s) that satisfy the requirements set out above, subject to paragraph 8.11 the Tenderer's Tender will be excluded from further consideration (paragraph 9.6.3).
- 8.3.5 A Tenderer's reliance on third party advice, such as from their accountant, will not exempt the Tenderer from the requirement of paragraph 8.3.3 or correct a failure to submit a required Valid and Satisfactory STR(s).
- 8.3.6 Finance will not accept or enter into any correspondence citing precedence from previous or other procurement processes in respect of the provision of a Valid and Satisfactory STR(s) for this RFT. Reliance on previous procurement processes undertaken by Finance or other Commonwealth Entities, or any previous decisions related to acceptance of Valid and Satisfactory STR(s), will not exempt the Tenderer from the STR requirements set out in this RFT.
- 8.3.7 For the avoidance of doubt, Finance will not enter into a Head Agreement with a Tenderer that does not have all Valid and Satisfactory STR(s).

#### 8.4 Referee Endorsements

- 8.4.1 As stated in paragraph 8.4.2, Referee endorsements should be submitted to support the Tenderer's claimed experience.
- 8.4.2 The Tenderer **should** provide two Referee endorsements to support the Tenderer's Offered Services.
- 8.4.3 Referee endorsements will be facilitated through the 360 Public Portal. Referees will receive notification from the 360 Public Portal that they have been nominated as a referee for the Tenderer and invited to provide a reference for the Tenderer by completing a form in the 360 Public Portal. Referees will be required to submit their Referee endorsements through the 360 Public Portal by the date notified in the referee request email.
- 8.4.4 Tenderers will be notified via email when each Referee has started their response and again when they have completed their response. The 360 Public Portal allows the list of nominated referees to be changed prior to the Closing Time should a Referee not receive or not action their invitation to provide a reference for the Tenderer.
- 8.4.5 Finance reserves the right, in its absolute discretion, to contact referees to clarify information provided in their Referee endorsement or make its own enquiries to verify claims made in a Referee endorsement (including, without limitation, contacting a person who is not nominated as a referee by the Tenderer).

#### 8.5 Completing and Submitting Tenders

- 8.5.1 Tenderers must use the 360 Public Portal to complete the Tender Response Questionnaire which once completed, will constitute the Tenderer's Tender. Tenderers should consider **Attachment D – Information and Guidance about the Tender Response Questionnaire** for further information regarding the Tender Response Questionnaire. Tenders cannot be lodged on AusTender, or by email, post, courier, hand or any other method.

- 8.5.2 Tenderers are required to follow the instructions in the 360 Public Portal when completing their Tender and attach any information as requested, in the format requested. The 360 Public Portal will advise if a question has not been correctly completed. Failure to complete any mandatory aspects of the Tender Response Questionnaire will result in the Tenderer not being able to proceed with completing or submitting its Tender.
- 8.5.3 Tenderers are required to respond to questions in the Tender Response Questionnaire for each Offered Service that they are offering to provide services under.
- 8.5.4 Tenderers must not reformat or corporate brand any attachments they upload to the 360 Public Portal, and must not embed or separately provide any video files or hyperlinks as part of its Tender. Any embedded or hyperlinked material will not be considered by Finance.
- 8.5.5 Tenderers must include completed answers in their responses. Information not submitted through the 360 Public Portal will not be considered.
- 8.5.6 Tenderers must adhere to any page/word/character limits stipulated in the Tender Response Questionnaire. Any part of the Tender that exceeds the limits stipulated may not be considered by Finance.
- 8.5.7 Tenderers should allow sufficient time to complete the submission of their Tender prior to the Closing Time, to resolve any issue that may arise and seek help if required.
- 8.5.8 Tenderers should not include marketing or advertising material in their Tender.

## **8.6 Changing or Withdrawing a Tender**

- 8.6.1 Prior to the Closing Time, Tenderers can re-open their submitted Tender in the 360 Public Portal to make changes. After re-opening a Tender, the Tenderer must re-submit the amended Tender in the 360 Public Portal. If any assistance is required, the Tenderer should contact 360 Public Portal Support through the contact points in paragraph 5.4.
- 8.6.2 Prior to the Closing Time, Tenderers can withdraw their Tender from the 360 Public Portal by re-opening their Tender and not resubmitting it.

## **8.7 Tenderers' Responsibility in Relation to Submitting a Tender**

- 8.7.1 Tenderers acknowledge that:
- (a) submitting their Tender on time and in accordance with this RFT is entirely their responsibility;
  - (b) it is solely the Tenderer's responsibility to ensure that they allow sufficient time to complete the Tender Response Questionnaire in the 360 Public Portal to enable the Tender to be submitted in accordance with this RFT, and before the Closing Time; and
  - (c) Finance and the Commonwealth (in its other capacities) 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:
    - (i) is not received on time;
    - (ii) is corrupted or altered;

- (iii) is not received as sent;
- (iv) cannot be read or decrypted; or
- (v) has its security or integrity compromised.

8.7.2 Before submitting a Tender in the 360 Public Portal, the Tenderer must:

- (a) ensure that its technology platform meets the minimum requirements identified in the 360 Public Portal;
- (b) ensure that it has opened and considered all Addenda in the 360 Public Portal;
- (c) ensure it has completed all parts of the Tender Response Questionnaire as instructed in the 360 Public Portal;
- (d) take all steps to ensure that its Tender is free from anything that might reasonably affect usability or the security or operations of the 360 Public Portal and/or Finance's computing environment;
- (e) ensure that its Tender does not contain macros, script or executable code of any kind; and
- (f) ensure its Tender complies with all file types, format, naming conventions, size limitations or other requirements specified within the 360 Public Portal.

8.7.3 The Tenderer must ensure that the person who submits a Tender in the 360 Public Portal has the authority to do so on behalf of the Tenderer, including making the warranties and representations set out in this RFT on the Tenderer's behalf. Tenders submitted through the 360 Public Portal will be deemed to be authorised by the Tenderer.

## 8.8 Closing Time

8.8.1 Tenders must be submitted in the 360 Public Portal before the Closing Time, which is set out on page one (cover page) and paragraph 4.2 of this RFT.

8.8.2 Prior to the Closing Time, Finance may extend the Closing Time for the submission of Tenders at its sole and absolute discretion, and will issue an Addendum in accordance with paragraph 5.2 of this RFT notifying Tenderers of any decision to extend the Closing Time.

8.8.3 If a Tenderer does not submit the Tender before the Closing Time, the Tender will not be accepted by the 360 Public Portal. Only Tenders with a status of 'submitted' in the 360 Public Portal after the Closing Time will be considered by Finance. Any conditions or advice set out in the 360 Public Portal, or otherwise provided by 360 Public Portal Support, that suggest a position to the contrary do not apply.

8.8.4 The judgement of Finance as to the time a Tender has been submitted will be final.

## 8.9 Proof of Submission

8.9.1 When a Tender has been submitted successfully in the 360 Public Portal:

- (a) the Tender status in the 360 Public Portal will change to 'submitted';
- (b) the "Final Step" page will have a green tick. The display screen will also record the time and date the Tender was received by the 360 Public Portal and will be conclusive evidence of successful submission of a Tender; and

- (c) an email receipt of the Tender will also be automatically dispatched to the email address of the registered user whose details were recorded at login.

8.9.2 Failure to receive a receipt in accordance with paragraph 8.9.1 means that submission was not successful. Where no 'submitted' status is visible on the 360 Public Portal, the attempted submission will be deemed to have been unsuccessful.

8.9.3 The Tenderer should contact the 360 Public Portal Support in paragraph 5.4 as a matter of priority if they do not receive a receipt and believe they have successfully submitted their Tender.

## 8.10 Late Tenders

8.10.1 Any attempt to lodge a Tender after the Closing Time will not be permitted by the 360 Public Portal. A Tender will be deemed late if it is not properly submitted in the 360 Public Portal by the Closing Time (**Late Tender**).

8.10.2 Finance will not accept a Late Tender, unless the Tender is late due solely to mishandling by Finance or the 360 Public Portal.

## 8.11 Unintentional Errors of Form and Illegible Tenders

8.11.1 If Finance considers that there are unintentional errors of form in a Tender, Finance may request the Tenderer to correct or clarify the error(s), but will not permit any material alteration or addition to the Tender.

8.11.2 Tenderers should not interpret a request under paragraph 8.11.1 as being an indication of the outcome of the RFT process.

8.11.3 The Tenderer should treat all requests under paragraph 8.11.1 as confidential information.

8.11.4 Finance is not obliged to consider any Tender that it considers to be illegible. If Finance considers that all or part of a Tender is illegible for any reason, it may, at its sole discretion, seek clarification from the Tenderer, but is not obliged to do so.

## 8.12 Incomplete Tenders and Corrupt Files

8.12.1 Incomplete Tenders, including those that Simplylogical.net or Finance believes may contain any virus, worms, malicious code, disabling features, or anything else that might compromise the integrity or security of the 360 Public Portal and/or Finance's computing environment may be excluded from the Evaluation Process at Finance's sole and absolute discretion. Simplylogical.net reserves the right to delete a Tenderer's account if it finds the Tenderer's Tender contains a virus, worms, malicious code, disabling features, or anything else that might compromise the integrity or security of the 360 Public Portal.

8.12.2 Notwithstanding paragraphs 8.7.2(c) and 8.12.1 of this RFT, Finance may consider an incomplete Tender and seek clarification from the Tenderer only where this does not materially alter or add to the Tender submitted.

8.12.3 In submitting a Tender, Tenderers warrant to Finance that they have taken reasonable steps to ensure that any uploaded files are free of viruses, worms, malicious code or other disabling features which may affect the 360 Public Portal and/or Finance's computing environment.

## 8.13 Tender Validity Period

8.13.1 Tenders submitted in response to this RFT must remain open for acceptance by Finance for 12 months after the Closing Time.

- 8.13.2 If this procurement is suspended under the *Government Procurement (Judicial Review) Act 2018* (Cth), the Tender Validity Period is extended by the period of suspension, up to a maximum of 18 months after the Closing Time.

#### **8.14 Conflict of Interest**

- 8.14.1 Tenderers must notify Finance as soon as practicable after becoming aware of any actual, potential or perceived conflict of interest at any time prior to or during this RFT process which relate to this RFT process or could affect the performance of its obligations if the Tenderer was to enter into the Head Agreement.
- 8.14.2 If the Tenderer has or may have an actual, potential or perceived conflict of interest, Finance may, at its discretion:
- (a) exclude the Tender from further consideration;
  - (b) impose conditions on the Tenderer for the management of the actual or potential conflict of interest; or
  - (c) take any other action it considers appropriate.
- 8.14.3 Tenderers are to take appropriate actions as Finance requires to resolve or manage a conflict of interest.
- 8.14.4 If the Tenderer is unable or unwilling to comply with the conditions imposed under this paragraph 8.14, or otherwise resolve the actual or potential conflict of interest in a manner satisfactory to Finance, Finance may, at its discretion, exclude the Tender from further consideration.

#### **8.15 Non-compliance with Other Terms or Requirements**

- 8.15.1 Other than where paragraphs 8.2, 8.3, or 8.8.1 apply, non-compliance with a term or requirement in this RFT by a Tenderer does not, in Finance's absolute discretion, automatically exclude a Tender, notwithstanding that the term or requirement is expressed in mandatory terms. However, Finance may exclude any Tender that does not comply with such a term or requirement that is expressed to be mandatory.

#### **8.16 Tenderers' Responsibility to Inform Themselves**

- 8.16.1 By submitting a Tender, each Tenderer represents to Finance that:
- (a) it has examined this RFT, Head Agreement, all documents referred to in this RFT, all other information made available to the Tenderer (including any Addenda), all applicable legislation and policies, and has examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;
  - (b) if successful, it has the capability to properly provide the Offered Services;
  - (c) its Tender is submitted in accordance with this RFT;
  - (d) the information contained in its Tender is true and correct and the Tenderer has satisfied itself as to the accuracy and completeness of its Tender including tendered Fees based on its own examination and assessment;
  - (e) it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of Finance, except as expressly provided in this RFT and any Addenda;
  - (f) they have satisfied themselves as to the terms and conditions of the Head Agreement and their ability to comply with the Head Agreement; and

(g) it has obtained independent advice, as it considers is appropriate.

8.16.2 In submitting a Tender, the Tenderer also represents that it does not rely on any representation, letter, document or arrangement, whether verbal or in writing, or other conduct as adding to or amending this RFT other than amendments made by Finance in accordance with paragraph 5.2 of this RFT.

## 8.17 Acknowledgement and Disclaimer

8.17.1 In submitting a Tender, the Tenderer acknowledges the following:

- (a) any information contained in this RFT, although believed to be accurate at the date of release of this RFT, may change;
- (b) where information contained in this RFT relates to future matters, no steps have been taken to verify that the information is based upon reasonable grounds, and no representation or warranty, express or implied, is made by Finance, the Commonwealth and their officers, employees, agents, advisers or subcontractors that the statements as to future matters contained in this RFT will be accurate;
- (c) this RFT is intended to reflect and summarise information concerning the Government's requirements for the establishment of the Professional Contactor Services Panel and is not necessarily a comprehensive description of it;
- (d) except to the extent required by law and only to the extent so required, Finance, the Commonwealth and their officers, employees, agents, advisers or subcontractors will not be liable to any person or body for any loss, damage, cost, liability or expense arising from reliance on any information or representations, actual or implied, contained in or omitted from this RFT or other information provided by Finance or the Commonwealth; and
- (e) information provided by the Tenderer relating to particular experience for which the Tenderer has nominated a referee under paragraph 8.4.2, may be disclosed by Finance to that referee for the purposes of evaluating the Tenderer's Tender, including information relating to:
  - (i) the title of the relevant project;
  - (ii) the dates of past engagements with the referee;
  - (iii) whether the services were solely provided by the Tenderer (and if not, a description of the Tenderer's role in the delivery of the services)
  - (iv) the approximate value of any engagement(s); and
  - (v) a description of the work undertaken.

## 8.18 Responsibility for Tender Costs

8.18.1 Without limiting any other paragraph in this RFT, participation in any stage of this RFT process, or in relation to any matter concerning this RFT, will be at each Tenderer's sole risk, cost and expense (including but not limited to any risk, costs and expense associated with preparing and submitting Tenders, attending any Industry Briefing, responding to requests from Finance, participating in any subsequent negotiations and any other action or response in relation to this RFT).

8.18.2 Neither Finance nor the Commonwealth (in its other capacities) will be responsible in any circumstance for any costs or expenses incurred by any Tenderer in preparing or submitting its Tender, or in respect of any discussions, negotiations, or enquiries in relation to taking part in this RFT process or any work undertaken by the Tenderer after its Tender is submitted.

## 8.19 No Contract or Liability

8.19.1 This RFT is an invitation to treat, and must not be construed, interpreted, or relied upon, whether by expression or implication, as an offer capable of acceptance by any person, or as creating any form of contractual (including a process contract), quasi contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds.

8.19.2 Except as required by law and only to the extent so required, Finance and the Commonwealth (in its other capacities) is not liable to any Tenderer, on the basis of any contract or other understanding (including, without limitation, any form of contractual, quasi contractual, restitutionary or promissory estoppel rights or rights based on similar legal or equitable grounds) whatsoever, or in negligence, as a consequence of any matter relating or incidental to this RFT or a Tenderer's participation in this RFT process, including (without limitation) instances in which:

- (a) a Tenderer is not invited to participate in any subsequent process as part of or following completion of this RFT process;
- (b) this RFT or RFT process is varied including when paragraph 5.2.1 of this RFT applies;
- (c) Finance or the Commonwealth (in its other capacities) decides to terminate this RFT process or not to contract for all, or any, of the requirements;
- (d) Finance or the Commonwealth (in its other capacities) exercises or fails to exercise any of its rights under or in relation to this RFT;
- (e) a Tender enquiry 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; or
- (f) the Tenderer suffers any loss, damage, cost or expense arising from any information or representation, actual or implied, contained in or omitted from this RFT, or by reason of any reliance by any person on such information or representation.

8.19.3 Paragraph 8.19.2 does not apply to any valid claims by the Tenderer against Finance or the Commonwealth under the GPJR Act.

8.19.4 Each Tenderer, in lodging a Tender, releases Finance and the Commonwealth from any claim it might otherwise have been able to bring against Finance or the Commonwealth, arising out of or in connection with any of the following:

- (a) Finance's or the Commonwealth's conduct of, or failure to conduct, this RFT process in any manner or at all;
- (b) the Commonwealth's entering into, or failing to enter into, any resultant Head Agreement in any manner at all;

- (c) Finance's exercising or failing to exercise its discretion to add to, vary or modify or amend this RFT; or
- (d) any issues with lodgement of an enquiry by the Enquiry Cut-off Date or a Tender by the Closing Time.

## 8.20 Offers and Acceptance of Offer

- 8.20.1 Submitting a Tender will constitute an offer by the Tenderer to enter into a Head Agreement to become a Service Provider who may provide the Offered Services, based on the terms and conditions set out in **Attachment C - Head Agreement**.
- 8.20.2 The offer by the Tenderer is capable of being accepted for a period of not less than the Tender Validity Period described in paragraph 8.13 of this RFT.
- 8.20.3 A Tender is not taken to have been accepted unless, and until, a Head Agreement has been executed by the Tenderer and the Commonwealth.
- 8.20.4 Acceptance of a Tender and entry into a Head Agreement does not indicate any obligation on the Commonwealth or any Entity to source a minimum amount of, or any, Services from a Tenderer.

## 8.21 Termination of RFT Process

- 8.21.1 Without limiting any of its rights under this RFT, at law or otherwise, Finance may, in its absolute discretion, suspend, defer, reduce scope, amend or terminate this RFT process at any time if Finance determines that:
  - (a) it is in the public interest to do so;
  - (b) Finance is required by law to do so;
  - (c) no Tender represents VFM;
  - (d) no conforming or compliant Tenders are received;
  - (e) the Commonwealth's requirements have changed so as to make this RFT or part of this RFT redundant, unachievable within the scope of the Services or if to continue, would be inconsistent with Finance or Commonwealth policy;
  - (f) no Tenderer is sufficiently capable of meeting the terms and conditions in **Attachment C – Head Agreement**; or
  - (g) termination of this RFT would be in line with any policy decision of the Australian Government.
- 8.21.2 If Finance suspends, defers or terminates this RFT process, then Finance will:
  - (a) notify Tenderers to this effect; and/or
  - (b) issue an Addendum in accordance with paragraph 5.2.1 of this RFT.

## 8.22 Finance's Additional Discretions

- 8.22.1 Notwithstanding anything else contained in this RFT and without limiting its rights at law or otherwise, Finance may:
  - (a) alter, vary or amend any part of this RFT (including the attachments outlined in paragraph 3.3.1 of this RFT);

- (b) accept a Tender without prior notice to any other Tenderer;
- (c) seek amended Tenders from any one or more Tenderer(s) or Preferred Tenderer(s), or allow any Tenderer to amend its Tender;
- (d) select any number of Tenderers as Successful Tenderers and/or Preferred Tenderer(s);
- (e) call for a further pricing offer on any aspect of a Tender either from Tenderers or Preferred Tenderers (this discretion should not detract from Tenderers submitting their best offers in response to this RFT);
- (f) suspend or defer this RFT process, or any part of it or activity in connection with this RFT process, at any time;
- (g) remove any Tenderer from consideration at any time after the Closing Time;
- (h) exclude from consideration any Tender which is, in the opinion of Finance, incomplete or clearly not competitive;
- (i) exclude a Tender which is not demonstrating an acceptable level of capability, experience, quality or compliance against any of the Evaluation Criteria;
- (j) use any relevant information obtained by Finance in relation to a Tender (provided in the Tender itself, otherwise through this RFT or by independent enquiry) in the evaluation of Tenders;
- (k) use any part of a Tender to evaluate any aspect of the Tender and any of the Evaluation Criteria;
- (l) require additional information or clarification from any Tenderer or anyone else, or provide additional information or clarification;
- (m) provide any clarification of the meaning of the content of this RFT or amendments or re-issue documents to all Tenderers;
- (n) enter or not enter into negotiations with one or more Tenderers and discontinue those negotiations at any time for any reason;
- (o) exclude a Tender if, in the opinion of Finance;
  - (i) the financial viability of the Tenderer; or
  - (ii) the negotiation of any resultant Head Agreement that is acceptable to Finance;
- (p) poses an unacceptable risk to the Commonwealth;
- (q) allow, or refuse to allow, a Tenderer to enter into a Head Agreement in the name of a different legal entity to that which submitted the Tender;
- (r) waive or vary any obligation of any Tenderer under this RFT;
- (s) allow or not allow a Related Body Corporate of a Tenderer or other entity to take over a Tender in substitution for the original Tenderer;
- (t) remove or add any entities to the scope of this RFT, whether during this RFT process or following the completion of this RFT process;

- (u) seek and/or contact any Referee or client reference, whether or not nominated by the Tenderer;
- (v) publish or disclose the names of any Successful Tenderers as a result of the evaluation of the Tenders;
- (w) conduct a subsequent procurement process in relation to all or any part of the Services described in this RFT and utilise information provided or obtained under or in connection with this RFT process for that purpose; or
- (x) exclude a Tender from consideration if the Tenderer does not agree to the terms and conditions of the **Head Agreement at Attachment C – Head Agreement** without amendment or where Finance considers substantial negotiation would be required.

8.22.2 Finance may reject any Tender submitted by a Tenderer that is engaging, or has engaged, in any conduct that contravenes any laws or contravenes the conditions set out in this RFT.

8.22.3 Finance may reject any Tender that is submitted subject to any form of approval, such as Chief Executive Officer or Board approval.

### 8.23 Commonwealth's Confidential Information

8.23.1 Tenderers should not, except in accordance with paragraph 8.23.2 of this RFT:

- (a) directly or indirectly copy or record; or
- (b) disclose to any person,

any information that is confidential information of the Commonwealth, Finance, an Entity, or a third party acquired or obtained by a Tenderer in the course of preparing its Tender, or any documents, data or information provided by Finance and which Finance indicates is confidential or which Tenderers know or ought reasonably to know is confidential, except as required by law or the rules of any stock exchange to be disclosed.

8.23.2 Tenderers may only copy, record or disclose information referred to in paragraph 8.23.1 of this RFT to Tenderer's personnel, a Related Body Corporate, or an officer, employee, or subcontractor of a Related Body Corporate, or a person assisting the Tenderer, to the extent that the person to whom that information is disclosed needs to know the information for the purposes of the Tenderer:

- (a) determining whether to respond to this RFT;
- (b) responding to this RFT; or
- (c) negotiating any Head Agreement arising out of this RFT, and provided that the Tenderer obtains from such other person an undertaking for, or the person is otherwise subject to, the same obligations of confidentiality as are applicable to the Tenderer in accordance with paragraph 8.23 of this RFT.

8.23.3 Finance may, in its sole and absolute discretion, exclude from further consideration any Tender submitted by a Tenderer that has engaged in any behaviour contrary to paragraphs 8.23.1 or 8.23.2 of this RFT.

## 8.24 Tenderer's Confidential Information

- 8.24.1 Subject to paragraphs 8.24.2 and 8.24.3 of this RFT, for the duration of this RFT process until the execution of a Head Agreement with the Successful Tenderers, Finance will treat as confidential any information provided by a Tenderer.
- 8.24.2 Finance may disclose a Tenderer's confidential information to the extent that the information is:
- (a) disclosed by Finance to its advisers, officers, employees or subcontractors, or to an officer, employee or adviser of an Entity, in order to conduct this RFT process or to prepare, manage and review the performance and implementation of any resultant Head Agreement;
  - (b) disclosed to Finance's internal management and senior personnel, to enable effective management or auditing of this RFT process;
  - (c) disclosed by Finance to the Minister for Finance, the Cabinet or a responsible Minister for an Entity;
  - (d) disclosed by Finance in response to a request made by a House or a Committee of the Parliament of the Commonwealth of Australia;
  - (e) disclosed by Finance in response to a request made by the Auditor-General, or by a person authorised by the Auditor-General;
  - (f) disclosed by Finance within Finance, or to an Entity if this serves the Commonwealth's legitimate interests;
  - (g) authorised or required by law to be disclosed; or
  - (h) in the public domain otherwise than due to a breach of the relevant obligations of confidentiality; or
  - (i) disclosed in accordance with paragraph 8.17.1(e) to a referee whose details have been provided by the Tenderer.
- 8.24.3 Finance may also disclose information to the appropriate regulatory authority because of suspected collusive or anti-competitive behaviour.
- 8.24.4 If a Tenderer wishes for information:
- (a) contained in its Tender;
  - (b) provided otherwise in connection with this RFT; or
  - (c) contained in, or obtained or generated in performing, any resultant Head Agreement, which may be included in any resultant Head Agreement to be protected as confidential information if it is selected as a Successful Tenderer, the Tenderer must identify in its Tender the information that the Tenderer considers that should be protected as confidential information, and the reasons why. To avoid doubt, the Tenderer only needs to identify information that may be included in any resultant Head Agreement, and does not need to identify other information which would not be relevant to include in the Head Agreement (as the confidentiality of such information is already covered by paragraph 8.24.7(b)).

- 8.24.5 Without limitation, information which will not be included in the Head Agreement includes a Tenderer's Referee(s) and Referee details, examples detailing previous experience delivering relevant services, corporate structure, methodologies and tools, personal information of any Tenderer's employees, responses to Evaluation Criteria, previous or current customers and information on the financial position and viability of the Tenderer.

**Note 2:** Information about confidentiality in the procurement cycle is available at [Confidentiality throughout the Procurement Cycle | Department of Finance](#).

Finance will assess any claims for confidentiality against the criteria in the Confidentiality Test. As stated in this guidance, categories of information that may meet the requirements of the Confidentiality Test include:

- internal costing information or information about profit margins;
- proprietary information, for example information about how a particular technical or business solution is to be provided that may compromise the provider's commercial interests elsewhere, including competing in future tender processes;
- pricing structures (where this information would reveal whether a potential provider was making a profit or loss on the supply of a particular good or service);
- artistic, literary or cultural secrets. These may include photo shoots, historic manuscripts, or secret Indigenous culture; and
- intellectual property including trade secrets and other intellectual property matters where they relate to a potential provider's competitive position.

Commercial information that would not generally be considered to be confidential include:

- performance and financial guarantees;
- indemnities;
- the price of an individual item or group of items;
- rebates, liquidated damages and service credits;
- performance measures;
- clauses which describe how intellectual property rights are to be dealt with; and
- payment arrangements.

**NOTE:** Finance will be making the Fees of Successful Tenders available to Entities as and when required as part of the operation of the Panel.

- 8.24.6 Following the entering into of any Head Agreement, Finance will:

- (a) where Finance has agreed to information being confidential under paragraph 8.24.4, keep information contained in the Successful Tenderers' Tender that is subsequently incorporated into any Head Agreement, and information contained in, or obtained or generated in performing, the Head Agreement confidential in accordance with the terms of the relevant Head Agreement;
- (b) keep information contained in the Successful Tenderers' Tender that is not subsequently incorporated into any Head Agreement entered into with the successful Tenderer confidential in accordance with this RFT; and
- (c) keep information contained in any Unsuccessful Tenderers' Tender confidential in accordance with this RFT.

- 8.24.7 In considering whether to agree to keep information confidential under any resultant Head Agreement, Finance will have regard to principles on confidentiality throughout the procurement cycle. These principles are available at: [Confidentiality throughout the Procurement Cycle | Department of Finance](#).
- 8.24.8 Tenderers should note that Finance is required to publish whether the Head Agreement entered into with each Successful Tenderer contains confidentiality provisions, and if so, the reasons for confidentiality.
- 8.24.9 Tenderers should also note that in accordance with the Commonwealth Procurement Rules (CPRs):
- (a) non-corporate Commonwealth entities and prescribed Corporate Commonwealth entities must report contracts on AusTender, within 42 calendar days of entering into the contract, when it is valued at \$10,000 (including GST) for a non-corporate Commonwealth entity contract and \$400,000 (including GST) for a prescribed corporate Commonwealth entity contract that is not for the procurement of construction services. Information to be published must include Commonwealth details, supplier details, contract details, contract value, description, start and end dates and confidentiality information.
  - (b) These requirements also apply to the Head Agreement entered into with any Successful Tenderers.
  - (c) Successful Tenderers are required to inform relevant Subcontractors that the Subcontractor's participation in fulfilling an agreement may be publicly disclosed.

## 8.25 Use of Tender Documents

- 8.25.1 Subject to paragraph 8.26 of this RFT, any documentation provided by Tenderers to Finance will become the property of Finance upon submission or provision to Finance.
- 8.25.2 Finance will retain all information and documents submitted in response to this RFT:
- (a) to enable evaluation of Tenders and to respond to any dispute about this RFT;
  - (b) to comply with obligations relating to accountability, audit, record keeping and any other relevant policies and laws;
  - (c) for the purposes of this RFT process and the preparation and management of any resultant Head Agreement; and
  - (d) for any other purpose permitted by this RFT.

## 8.26 Intellectual Property Rights in Respect of Tenders

- 8.26.1 Intellectual property rights that exist in a Tender remain the property of the Tenderer or any other person.
- 8.26.2 Each Tenderer licenses Finance, the Commonwealth and its officers, employees, agents, advisers, Ministers and their staff and other Government representatives, to use, copy, adapt, modify, or disclose all or part of its Tender or do anything else to all material, including material which is subject to intellectual property rights of the Tenderer or any other person, contained in the Tender which Finance considers necessary for the purpose of:
- (a) evaluating and clarifying their Tender;

- (b) evaluating any subsequent offer;
- (c) negotiating any resultant Head Agreement;
- (d) managing any resultant Head Agreement with any Successful Tenderers;
- (e) referring any material suggesting collusion by Tenderers to the Australian Competition and Consumer Commission (**ACCC**) and the use by the ACCC of that material to conduct any review it deems necessary;
- (f) anything else related to the above purposes, including audit and complying with Governmental and parliamentary reporting requirements including requests for information by Parliament or Parliamentary Committees, the Auditor-General or the Australian National Audit Office; and
- (g) responding to any dispute about this RFT.

## 8.27 Restrictions on Advertising and Public Statements

- 8.27.1 Except with the prior written approval of Finance, Tenderers must not, at any time during this RFT process or subsequently, publish any statement or make any public statement (including by means of advertisement or otherwise) making any reference to this RFT process. This includes Tenderers discussing any aspect of this RFT with the media.
- 8.27.2 Finance may, at its discretion, exclude the Tender from further consideration at any time where Finance considers this restriction has not been complied with.
- 8.27.3 Participation in this RFT process does not limit a Tenderer's rights to comply with any law or rule of a stock exchange.

## 8.28 False or Misleading Claims

- 8.28.1 Tenderers should not engage in misleading or deceptive conduct or make false or misleading claims, statements or omissions in relation to their Tender or this RFT process.
- 8.28.2 If Finance considers that a Tenderer has made false or misleading claims, statements or omissions, or has engaged in misleading or deceptive conduct, including if:
- (a) any statement in its Tenderer's Declaration is found to be false or misleading; and
  - (b) the Tenderer fails to disclose information in its Tender that is requested to be disclosed by this RFT (for example, the existence of relevant legal proceedings),

Finance may reject at any time, any Tender submitted by or on behalf of that Tenderer.

- 8.28.3 Tenderers should note that giving false or misleading information to Finance is a serious offence under Division 137 of the *Schedule to the Criminal Code Act 1995* (Cth).

## 8.29 Anti competitive Conduct

- 8.29.1 Tenderers and their respective officers, employees, agents and advisors should not engage in any anti competitive conduct, coercive conduct or any other unlawful or unethical conduct that contravenes any law, with any other Tenderer or any other person in relation to the preparation of their Tender or this RFT process.

- 8.29.2 Tenderers must not engage in any collusive or cartel conduct, including any consultation, communication, contract, arrangement or understanding, with any competitor other than, and in accordance with law:
- (a) when certain joint venture arrangements exist between the Tenderer and a competitor; and
  - (b) when the Tenderer and a competitor have an agreement that has been authorised by the ACCC; or
  - (c) when the Tenderer has communicated with a competitor for the purpose of subcontracting for the provision of a portion of the Services, and provided that the communication with that competitor is limited to the information required to facilitate that particular subcontract.
- 8.29.3 If Finance suspects conduct described in paragraph 8.29.1 or 8.29.2 of this RFT has occurred, it may notify the appropriate regulatory authority and provide that authority with information regarding the Tenderer and its conduct. The provision of such information will not be taken to be an infringement of any obligation of confidentiality to the Tenderer.
- 8.29.4 In addition to any other remedies available under any law, Finance may, in its sole and absolute discretion, exclude a Tenderer from further consideration under this RFT if the Tenderer, or any corporation or person, including directors or senior managers associated with their Tender, have ever contravened the anti competitive conduct provisions in Part IV of the *Competition and Consumer Act 2010* (Cth) or equivalent laws in Australia or overseas or otherwise engages or has engaged in collusive tendering, anti-competitive conduct or any other similar conduct in relation to the preparation of its Tender or this RFT process.

### **8.30 Unlawful Inducements**

- 8.30.1 Tenderers and their respective officers, employees, agents or advisers should not violate any applicable laws or Commonwealth policies regarding offering inducements in connection with the preparation of their Tender or this RFT process.
- 8.30.2 In addition to any other remedies available under any law or any contract, Finance may, at its absolute discretion and at any time, immediately reject any Tender submitted by a Tenderer that violates or has violated any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the preparation or submission of a Tender.
- 8.30.3 Tenderers should not engage in, or procure or encourage others to engage in, activity that would result in a breach of the [Lobbying Code of Conduct](#).

### **8.31 Improper Assistance from Commonwealth or Ex- Commonwealth Staff**

- 8.31.1 Each Tenderer must arrange for a partner, director or other appropriately authorised officer (being the Tenderers' Authorised Representative) to declare in its Tenderer's Declaration that its Tender has not been prepared with the improper assistance of any Commonwealth officer or employee or the use of any information obtained unlawfully or in circumstances that constitute a breach of confidentiality or fidelity on the part of that person or a breach of section 122.4 and 122.4A of the Criminal Code which is a Schedule to the *Criminal Code Act 1995* (Cth) or the *Public Service Act 1999* (Cth) or information otherwise improperly obtained from Finance or any other department or Commonwealth Entity, or from an employee, ex-employee, contractor or ex-contractor of Finance, or any other department or Commonwealth Entity.

- 8.31.2 Tenderers should not communicate with or solicit information concerning or directly relating to this RFT from employees, consultants, contractors, or former employees, consultants or contractors of Finance or the Commonwealth, other than through the Request Manager.
- 8.31.3 In addition to any other remedies available under law, Finance may reject at any time any Tender that has been compiled with:
- (a) the improper assistance of:
    - (i) employees or contractors of Finance, or any other Commonwealth Entity; or
    - (ii) ex-employees or ex-contractors of Finance, or any other Commonwealth Entity; or
  - (b) any assistance from an employee or contractor of Finance, or ex-employee or ex-contractor of Finance or who has worked in Finance within the last twelve (12) months.

## **8.32 Court Proceedings involving the Tenderer**

- 8.32.1 Tenderers must provide details of:
- (a) any court or alternative dispute resolution proceedings that are taking place, pending or threatened (either in Australia or overseas) concerning the Tenderer; and
  - (b) any investigations, or any court proceedings that the Tenderer is subject to in relation to a possible or actual breach of any legislation, or any previous breach of any legislation within the past two (2) years.

## **8.33 Governing Law**

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

# **9 Commonwealth Legislative and Policy Requirements**

## **9.1 Compliance with Legislation and Policies**

- 9.1.1 Tenderers and subcontractors are required to comply with all applicable laws and Commonwealth policies in their participation in this RFT process, and in the provision of the Services under any resultant Head Agreement.
- 9.1.2 Tenderers should familiarise themselves with relevant laws and Commonwealth policies that are applicable to this RFT and any Head Agreement. Each Tenderer should obtain, and will be deemed to have obtained, its own advice on the impact of all laws and policies relevant to participation in this RFT process and any resultant Head Agreement with Successful Tenderer(s).
- 9.1.3 Tenderers are required to indicate in their Tender their compliance or otherwise with all applicable laws and legislation.

## 9.2 Ethical conduct of Tenderers and Suppliers

- 9.2.1 Commonwealth policy is to engage in the highest standards of ethical behaviour and fair dealing throughout this RFT process. Finance requires the same standards from those with whom it deals. Tenderers should not act in an unethical or improper manner or contrary to any law. Ethics is considered to encompass, at a minimum: honesty, integrity, probity, diligence and fairness. Ethical behaviour also extends to not making improper use of an individual's position or benefiting from practices which may be dishonest, unethical or unsafe.
- 9.2.2 Finance may exclude from consideration any Tenderer which, in Finance's reasonable opinion, has engaged in any unethical or improper behaviour, or any behaviour that is contrary to any law. Finance may refer the matter to the relevant Commonwealth, State or Territory authorities. This right is in addition to any other remedies Finance may have under law, or under or in relation to any Head Agreement entered into with the Successful Tenderer(s).
- 9.2.3 When a Service Provider is undertaking work on behalf of Finance or the Commonwealth, they should uphold similar values and behaviours to those expected of public officials in the APS Values (APS Values | Australian Public Service Commission (apsc.gov.au)). This is always important, but particularly relevant where a supplier interacts with, or provides services to, the Australian public.
- 9.2.4 Service Providers must conduct themselves in a manner that is fair, professional and will not bring the Commonwealth or Finance into disrepute. Service Providers must ensure that they have appropriate controls in place to identify, prevent and report such activities.
- 9.2.5 Service Providers are responsible for monitoring their employees, sub-contractors and supply chains ethical conduct. Suppliers are expected to self-assess their conduct and undertake timely and appropriate action to address both real and perceived deficiencies in their conduct.
- 9.2.6 Where requested by the Commonwealth, tenderers and suppliers must be able to demonstrate they have appropriate policies, frameworks, or similar, in place regarding ethics, governance and accountability to comply with these expectations. Failure to adhere to the Commonwealth Supplier Code of Conduct (as published on 1 July 2024, as updated from time to time) may result in remedial action and/or termination in accordance with contractual provisions.
- 9.2.7 The Commonwealth may request information to monitor Service Providers' ethical behaviour and, where appropriate, that of their sub-contractors, throughout any Head Agreement Period.
- 9.2.8 The Accountable Authority of Finance is responsible for the procurement decisions undertaken by Finance. In undertaking a procurement, Finance will consider whether the reputation and behaviour of tenderers needs to be factored into this Tender. In doing so, Finance may consider the nature of the work to be conducted, sensitivities and risks arising from the reputation of the Tenderer, the technical expertise of the Tenderer, and market competition.
- 9.2.9 The CPRs allow Finance to exclude a Tenderer on grounds such as bankruptcy, insolvency, false declarations, or significant deficiencies in performance of any substantive requirement or obligation under a prior contract (refer CPR paragraph 10.18).
- 9.2.10 Finance will not seek to benefit from Service Provider practices that may be dishonest, unethical or unsafe. Dishonest, unethical or unsafe supplier practices may include tax avoidance, fraud, corruption, exploitation, unmanaged conflicts of interest and modern slavery practices.

- 9.2.11 For example, Finance will not enter into contracts with Tenderers who have had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and who have not satisfied any resulting order. When approaching the market Finance officials will seek declarations from all Tenderers confirming that they have no such unsettled orders against them (refer CPR paragraph 6.7).
- 9.2.12 Finance officials will also make reasonable enquiries that the procurement is carried out considering relevant regulations and/or regulatory frameworks, including but not limited to Tenderers' practices regarding (refer CPR paragraph 10.19):
- (a) labour regulations, including ethical employment practices;
  - (b) workplace health and safety; and
  - (c) environmental impacts.
- 9.2.13 Finance publishes guidance for Commonwealth entities [on Ethics and Probity in Procurement](#) on the Finance [Procurement](#) website.

### 9.3 Workplace Gender Equality Act 2012 (Cth)

- 9.3.1 Commonwealth policy prevents the Commonwealth from entering into contracts with suppliers who are non compliant under the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**). The Head Agreement requires that the Successful Tenderer must comply with its obligations, if any, under the WGE Act.
- 9.3.2 Tenderers must indicate in their Tender response whether or not the organisation is a 'relevant employer' under the WGE Act and, if they are a 'relevant employer', provide a current letter of compliance as part of their Tender submission.
- 9.3.3 An up to date letter of compliance must be provided prior to entering into a Head Agreement.

### 9.4 Employee Entitlements

- 9.4.1 Under Australian Government policy, the Commonwealth must not enter into a contract with a Tenderer who has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements, who have not satisfied any resulting order. Tenderers are required to make a declaration in their Tender Declaration that there are no such unmet orders.

### 9.5 Indigenous Procurement Policy

- 9.5.1 It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see [Indigenous Procurement Policy](#) for further information).
- 9.5.2 The Tenderer acknowledges that if any resultant Contract under the Head Agreement is a High Value Contract, the Mandatory Minimum Requirements for Indigenous participation will apply. See clause 16.4 of **Attachment C – Head Agreement** for more information. In this paragraph 9.5:
- (a) **High Value Contract** has the meaning in the Indigenous Procurement Policy (IPP);
  - (b) IPP means the policy of that name, as amended from time to time, available on the Indigenous Procurement website available at: [Indigenous Procurement Policy | National Indigenous Australians Agency \(niaa.gov.au\)](#); and

- (c) **Mandatory Minimum Requirements** means the mandatory minimum Indigenous participation requirements imposed for High Value Contracts by the IPP.

## 9.6 Shadow Economy Procurement Connected Policy

- 9.6.1 The *Shadow Economy Procurement Connected Policy* applies to this procurement. Details about this policy are available on The Treasury's website at [Shadow Economy Procurement Connected Policy | Treasury.gov.au](#).
- 9.6.2 As required under clause 11(a) of the policy, the policy applies to approaches to market to establish panel arrangements when the total value of orders under the arrangement is collectively estimated to be \$4 million or more, including GST.
- 9.6.3 The requirements of this policy have been included as Conditions for Participation and a Minimum Content and Format Requirement, refer paragraphs 8.2.4 and 8.3.3 of this RFT. This means that, subject to paragraph 8.11 of this RFT, any Tender that in the opinion of Finance does not meet these requirements will be excluded from further consideration (see paragraphs 8.2.3 and 8.3.2 of this RFT).
- 9.6.4 Information about how to apply for a STR(s) is provided on the ATO's website at [Statement of tax record | Australian Taxation Office \(ato.gov.au\)](#).
- 9.6.5 Finance has prepared some guidance to assist Tenderers to understand the requirements of the Shadow Economy Procurement Connected Policy. This guidance is provided at **Attachment F – Guidance on the Shadow Economy Procurement Connected Policy** of this RFT.
- 9.6.6 The Successful Tenderer must:
- (a) at the commencement of the Head Agreement and at all times during the term of the Head Agreement hold all Valid and Satisfactory STR(s) required for its entity type; and
  - (b) on request by Finance, provide to Finance a copy of any such STR(s).
- 9.6.7 Any failure by the Successful Tenderer to comply with the requirements outlined in clauses 9.6.6(a) and (b) will be a breach of the Head Agreement.

## 9.7 Modern Slavery Act 2018

- 9.7.1 Finance is committed to ensuring compliance with the *Commonwealth Modern Slavery Act 2018 (Modern Slavery Act)* through the national Modern Slavery Reporting Requirement. More information on this policy can be found at [Modern slavery \(homeaffairs.gov.au\)](#).
- 9.7.2 The Act defines modern slavery as including 8 types of serious exploitation:
- (a) trafficking in persons;
  - (b) slavery;
  - (c) servitude;
  - (d) forced marriage;
  - (e) forced labour;
  - (f) debt bondage;

- (g) deceptive recruiting for labour or services; and
- (h) the worst forms of child labour.

- 9.7.3 The Tenderer must take reasonable steps to identify, assess and address risks of modern slavery practices in the operations and supply chains used in the provision of the Services.
- 9.7.4 Finance may request in writing for Tenderers to provide any information in relation to the Tenderer or its proposed Subcontractors, that is necessary to enable the Commonwealth to satisfy its obligations under the Modern Slavery Act.
- 9.7.5 The Tenderer must complete the required questionnaire at **Attachment H – Modern Slavery** as part of their response in the 360 Public Portal in relation to the Tenderer and its Subcontractors.

## 9.8 Australian Industry Participation Plan

- 9.8.1 Tenderers should note that, where a Contract formed under the Head Agreement is valued at \$20 million (GST inclusive) or more and where stated in the Contract, the *Australian Industry Participation National Framework* principles, including requirements for an Australian Industry Participation Plan may apply. More information on Australian Industry Participation Plan requirements can be found at [Australian industry participation | Department of Industry, Science and Resources](#).

## 9.9 Payment Times Procurement Connected Policy

- 9.9.1 It is Commonwealth policy to ensure providers operating in the supply chains of Australian Government procurement contracts are not left waiting for payments from large businesses (annual income of over \$100 million). The *Payment Times Procurement Connected Policy* can be found at [Payment Times Procurement Connected Policy | Treasury.gov.au](#).
- 9.9.2 Tenderers should note that, where a Contract formed under the Head Agreement is valued \$4 million (GST inclusive) or more and the Tenderer is a large business (annual income of over \$100 million), the Tenderer will be required to pay their subcontracts valued up to \$1 million within 20 calendar days.
- 9.9.3 If the Successful Tenderer is a Reporting Entity, that Tenderer agrees to be subject to the requirements of the *Payment Times Procurement Connected Policy*, as relevant to the Head Agreement.

## 9.10 Australian National Audit Office

- 9.10.1 The Auditor-General has statutory powers to obtain information in respect of the Commonwealth. The *Auditor General Act 1997* (Cth) provides the Auditor General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.
- 9.10.2 In addition to the Auditor General's powers under the *Auditor General Act 1997* (Cth), Successful Tenderers will be required to provide the Auditor General or an authorised person, access to information, documents, records and its assets, including those on the Tenderer's premises. This will be required at reasonable times on giving reasonable notice for the purpose of carrying out the Auditor General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or Subcontractors, and which are related to the Head Agreement or a Contract.
- 9.10.3 Such access will apply for the Head Agreement Period and for a period of seven (7) years from the date of expiration or termination.

- 9.10.4 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997* (Cth) on their participation in the Tender.

## 9.11 Freedom of Information (FOI)

- 9.11.1 The attention of Tenderers is drawn to the *Freedom of Information Act 1982* (Cth) (the **FOI Act**), which gives members of the public a right of access to documents in the possession of the Commonwealth, unless exempted. The attention of Tenderers is also drawn to the *Australian Information Commissioner Act 2010* (Cth), which provides for the establishment of the Office of the Australian Information Commissioner to perform the FOI functions.
- 9.11.2 Tenderers should obtain, and will be deemed to have obtained, their own independent, professional advice on the impact of this legislation on their participation in this RFT process.
- 9.11.3 Tenderers should note that under the FOI Act, Finance may be required to publish certain information in the possession of Service Providers and their Subcontractors on its website where it would not be unreasonable to publish the information. Finance may therefore require Service Providers and their Subcontractors to provide information necessary to enable Finance to meet any reporting obligations it has under the FOI Act.

## 9.12 Buy Australian Plan and Benefits to the Australian Economy

- 9.12.1 The Buy Australian Plan aims to use Commonwealth procurement as a major economic lever to grow the local economy and strengthen our domestic industry and manufacturing capability. The Buy Australian Plan can be found at: [Buy Australian Plan | Department of Finance](#).
- 9.12.2 Commonwealth policy requires Finance to consider the economic benefit of the procurement to the Australian economy as part of its VFM Assessment.
- 9.12.3 Tenderers must indicate how their organisation provides a benefit to the Australian economy in their Tender in the Tender Response Questionnaire under the "Commonwealth Policy Requirements" tab.

## 9.13 Standards

- 9.13.1 The Tenderer must ensure that any Offered Services proposed comply with all applicable Australian standards (or the applicable international standards if there are no applicable Australian standards). Tenderers should note that under the Head Agreement they may be required to enable the Commonwealth Entity, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian Standards or international standards.

## 9.14 Archives requirements

- 9.14.1 The Head Agreement will require the Tenderer to comply with the requirements of the *Archives Act 1983* (Cth) (**Archives Act**) and any Records Disposal Authority in respect of Commonwealth Records which are under the custody or control of the Tenderer. In this paragraph 9.14, **Commonwealth Records** and **Records Disposal Authority** have the same meaning as in the Archives Act.

## 9.15 Tax and GST

- 9.15.1 Each Tenderer should obtain, and will be deemed to have obtained, its own tax advice, including in respect of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 9.16 Country of Tax Residency Declaration

9.16.1 Commonwealth policy requires Tenderers for Australian Government contracts worth more than \$200,000 to disclose their country of tax residency (including their ultimate parent entity's country of tax residence), as part of the general business identifier information required in the RFT process. This requirement applies to all businesses (not just Australian businesses) tendering for a Commonwealth Government procurement contract.

9.16.2 More information can be found at [Country of tax residency disclosures | Treasury.gov.au](#).

## 9.17 Supplier Code of Conduct

9.17.1 The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability. To this end, the Supplier Code of Conduct outlines the Commonwealth's minimum expectations of its suppliers and their subcontractors while under contract with the Commonwealth.

9.17.2 The Supplier Code of Conduct can be found at: [Commonwealth Supplier Code of Conduct | Department of Finance](#).

9.17.3 Without limiting the requirements in paragraph 9.2, Tenderers must ensure they comply with the Supplier Code of Conduct if they are selected by Finance as a Successful Tenderer.

## PART D – EVALUATION OF TENDERS

### 10 Evaluation Process

#### 10.1 Tender Evaluation Team

10.1.1 A Tender Evaluation Team will be established to evaluate Tenders received in response to this RFT. Finance may appoint advisers to assist the Tender Evaluation Team.

#### 10.2 Evaluation Overview

10.2.1 Following the Closing Time, Tenders will be evaluated in the manner described in this **Part D – Evaluation of Tenders**.

10.2.2 The Tender Evaluation Team will evaluate Tenders in order to identify the Tenderers that it considers can provide Offered Services in a manner that achieves the best VFM for the Commonwealth, in accordance with:

- (a) the Evaluation Criteria set out in this RFT;
- (b) the CPRs, including procurement policies (as applicable); and
- (c) the process described in this RFT.

10.2.3 The Tender Evaluation Team will undertake the evaluation using a staged process as described in Table 3 below.

Stage	Description
Stage 1	Initial Screening for Compliance
Stage 2	Detailed Evaluation
Stage 3	Financial Analysis
Stage 4	Value for Money Assessment
Stage 5	Final Determination
Risk Assessment	Will be conducted throughout the Evaluation Process
Verification Activities	May occur at any stage of the Evaluation Process

Table 3 – Evaluation Stages

10.2.4 With the exception of Stage 1 - Initial Screening for Compliance and Stage 2 – Detailed Evaluation, Finance may conduct some or all of the processes set out in this **Part D – Evaluation of Tenders** at the same time or in a different order to that stated, if required, so that an efficient and appropriate VFM Assessment is undertaken.

- 10.2.5 The Tender Evaluation Team may set aside or reject a Tender at any time, on the basis that:
- (a) the Tender does not demonstrate an acceptable level of capability, experience, quality or compliance against any of the Evaluation Criteria;
  - (b) it has become clear to the Tender Evaluation Team that the Tenderer has not provided adequate information or there are other reasons (including technical, financial, commercial, legal or risk related reasons) why the Tenderer is clearly not competitive;
  - (c) the Tender or the Tenderer does not comply with a term or requirement of this RFT that is expressed to be mandatory; or
  - (d) the Tender is clearly uncompetitive when compared with the other Tenders received.
- 10.2.6 The Tender Evaluation Team will evaluate primarily on the basis of the information contained in the Tender against the Evaluation Criteria. However, the Tender Evaluation Team may also:
- (a) consider additional information not provided in a Tender, including information available through Verification Activities;
  - (b) make independent enquires about any matters that may be relevant to the evaluation of a Tender;
  - (c) decide not to assess information in a Tender which is not specifically required by this RFT, such as marketing information supplied with a Tender or information that is accessed via a link embedded in the Tender; and
  - (d) use information from any part of a Tender in the assessment of any of the Evaluation Criteria.

### 10.3 Stage 1: Initial Screening for Compliance

- 10.3.1 Each Tender will initially be assessed to determine:
- (a) whether it has been properly submitted by the Closing Time (or Finance has accepted the Tender under paragraph 8.10.2 of this RFT);
  - (b) its compliance with the Conditions for Participation listed in paragraph 8.2.4;
  - (c) its compliance with the Minimum Content and Format Requirements listed in paragraph 8.3.3; and
  - (d) whether the Tenderer has agreed to the terms and conditions of the Head Agreement at **Attachment C** or Finance considers substantial negotiation would not be required to agree those terms and conditions.
- 10.3.2 Only Tenders that are assessed as compliant in accordance with paragraph 10.3.1 of this RFT will proceed to Stage 2 – Detailed Evaluation.
- 10.3.3 If a Tender is excluded from further consideration in Stage 1, the Tenderer will be advised in writing that its Tender has been excluded, outlining the reasons for such a decision.

**10.4 Stage 2: Detailed Evaluation**

10.4.1 The Tender Evaluation Team will conduct a detailed assessment of the information provided by the Tenderer in its Tender.

10.4.2 Tenderers will be assessed against the following two (2) Evaluation Criteria which are not weighted:

Criterion	Description
<b>Evaluation Criterion 1 – Corporate Capability</b>	<p>Tenderers will be assessed as to the extent to which the Tenderer demonstrates its capability to provide the Offered Services.</p> <p>The Tenderer must:</p> <ul style="list-style-type: none"> <li>(a) provide a summary of its capability to deliver Professional Contractor services that it has nominated in Section 8 (Offered Services) in the 360 Public Portal – Nominated Service Categories. (500 word limit)</li> <li>(b) where the Tenderer proposes to use any Subcontractor(s) to deliver any part of the Services, the Tenderer is to provide details of these arrangements including; <ul style="list-style-type: none"> <li>i. the length of the relationship(s);</li> <li>ii. how the relationship(s) is managed;</li> <li>iii. approximate percentage of the work that will be subcontracted;</li> <li>iv. Subcontractor(s) name and ABN;</li> <li>v. address; and</li> <li>vi. work to be carried out by the Subcontractor.</li> </ul> </li> <li>(c) describe its approach to proactively and transparently ensuring ethical conduct in its organisation and its Subcontractors (if any). (500 word limit)</li> </ul> <p>The Tender Evaluation Team will also have regard to any risks that it considers are inherent in the Tenderer's response and that Finance considers relevant to this criterion.</p> <div style="border: 1px solid black; padding: 5px;"> <p><b>Note:</b> If marketing material or information not directly addressing the criterion is included, Finance may decide not to assess that marketing material or information supplied.</p> </div>
<b>Evaluation Criterion 2 – Technical Capability</b>	<p>Tenderers will be assessed as to the extent to which the Tenderer demonstrates its technical capability to provide the Offered Services.</p> <p>The Tenderer must:</p> <ul style="list-style-type: none"> <li>(a) for <b>EACH</b> nominated Service Category, specify how long the Tenderer has been supplying or providing services substantially similar to, or the same as, the nominated Service Categories. (500 word limit)</li> <li>(b) provide a summary, with at least two (2) relevant examples, in the past five (5) years that are substantially similar to, or the same as, <b>EACH</b> of the nominated Service Categories, where the Tenderer supplied or provided these services for the Commonwealth, Australian</li> </ul>

Criterion	Description
	<p>State/Territory Governments and/or large corporate entities or organisations of a similar size and scale. (500 word limit)</p> <p>(c) provide the details of two Referees in relation to engagements where the Tenderer has provided Services substantially similar to, or the same as, <b>EACH</b> of the nominated Service Categories, for the Commonwealth, Australian State/Territory Governments and/or other organisations of a similar size and scale.</p> <p>(d) provide a summary of the Tenderer's relevant skills, qualifications, licenses, authorisations, professional body memberships, industry certification and experience of personnel relevant to the provision of the nominated Work Level Standards and Service Categories. (800 word limit)</p> <p>(e) identify whether the Tenderer has recently increased or undertaken, other significant changes which would enhance their capability to deliver or supply the services in their nominated Service Categories. (200 word limit)</p>

10.4.3 The Tender Evaluation Team will consider whether the Tenderer meets the requirements of this RFT.

10.4.4 The Tender Evaluation Team will also consider any risks inherent in the Tenderer's Tender and the results of any Verification Activities.

10.4.5 The detailed evaluation will result in a rating being applied to the Tender in relation each Service Category for which the Tenderer has offered Services.

10.4.6 At the end of the Stage 2 – Detailed Evaluation process, the Tender Evaluation Team, will complete a report detailing the findings of the Stage 2 – Detailed Evaluation (**Stage 2 Shortlisting Report**), which will include:

- (a) a list of the Tenderers evaluated in Stage 2; and
- (b) an assessment of the extent to which each Tenderer has demonstrated they have the corporate and technical capability, in accordance with Evaluation Criterion 1 and Evaluation Criterion 2, to provide the Offered Services.

10.4.7 Only Tenderers that are assessed as capable of delivering the Services in the Stage 2 Shortlisting Report will proceed to Stage 3 – Financial Analysis.

10.4.8 If a Tender is excluded from further consideration in Stage 2, the Tenderer will be advised in writing that its Tender has been excluded.

## 10.5 Stage 3: Financial Analysis

10.5.1 In assessing Tenders in Stage 3, the Tender Evaluation Team will consider:

- (a) the Fees submitted by each Tenderer in its Tender including any omissions or apparent errors in the pricing;
- (b) the result of any Verification Activities (if relevant); and

- (c) the degree to which pricing contributes to VFM, including any additional costs, omissions or apparent errors in the pricing, the transparency of costs and any assumptions made by a Tenderer. Pricing will be assessed separately for each Service Category and Work Level Standard, for which a Tenderer has nominated to provide Services.

10.5.2 The Tender Evaluation Team will undertake a comparative analysis of Tenderers' Fees (if possible), and may:

- (a) categorise the Tenderers by organisation size;
- (b) consider whether any other component of the Tenderer's Tender may impact on pricing;
- (c) where possible, compare pricing against other current or previous Entity arrangements for professional contractor services, including applying an adjustment for the wage price index or consumer price index; and
- (d) where possible, undertake modelling to quantify benefits for the Australian Government.

10.5.3 The Financial Analysis will result in a rating being applied for each Service Category and Work Level Standard that the Tenderer has Offered Services. Tenderers that submit exceedingly high or non-competitive Fees may be excluded from evaluation, on the basis that the Tender is clearly uncompetitive when compared with the other Tenders received.

## 10.6 Stage 4: Value for Money Assessment

10.6.1 VFM is a comprehensive assessment that takes into account both financial and non-financial costs and benefits of each Tender, including the value represented by the assessment of capability, in the context of the risk profile presented by each Tender. Finance is not obliged to accept the lowest priced Tender(s). VFM involves assessing various factors over the entire procurement cycle. In determining VFM, the Tender Evaluation Team will consider, for each Tenderer:

- (a) the assessment from Stage 2 and Stage 3 of the Evaluation Process, which includes an assessment of risk;
- (b) the results of any Verification Activities (if relevant);
- (c) the level of compliance with Commonwealth legislation and policies;
- (d) the level of compliance with the Head Agreement (including with the requirement to comply with the Supplier Code of Conduct), noting that it is the intent of Finance to maintain the same terms across all Service Providers;
- (e) the environmental sustainability of the Offered Services;
- (f) the economic benefits to the Australian economy;
- (g) in addition to those risks identified in the Stage 2 and Stage 3 Evaluation Process, any other risks to the Government the Tender Evaluation Team identifies;
- (h) any other matter that Finance or the Tender Evaluation Team considers relevant and allowed to be considered under this RFT;
- (i) the extent to which the Tenderer has demonstrated they have policies and processes in place to comply with the Supplier Code of Conduct; and

(j) the broader Australian government or WoAG panel objectives.

10.6.2 As contemplated under paragraph 8.22.1(e), Finance may request a further pricing offer during Stage 4 – VFM Assessment following consideration of a Tenderer's Stage 2 – Detailed Evaluation rating and the Stage 3 – Financial Analysis rating.

10.6.3 Following receipt of a further pricing offer requested under paragraph 10.6.2, Finance will assess the further pricing offer and provide a further Stage 3 – Financial Analysis rating.

## 10.7 Stage 5: Final Determination

10.7.1 The Final Determination process considers the outcomes of the VFM Assessment.

10.7.2 The Tender Evaluation Team may also consider the number of Service Providers selected for Professional Contractor Services (and each Service Category and Work Level Standard) according to Finance's expected requirements under each Service Area, Service Category and Work Level Standards.

10.7.3 The Stage 5 - Final Determination process will identify:

- (a) with consideration of paragraph 10.7.2, the Successful Tenderers (if any) that will be offered a Head Agreement to sign;
- (b) the Preferred Tenderers (if any) that may proceed to negotiations in accordance with paragraph 10.8, where it is considered that negotiations could improve the VFM outcome;
- (c) any Unsuccessful Tenderers; or
- (d) any other outcome considered appropriate as a result of the VFM Assessment.

10.7.4 The evaluation of Tenders will result in a clear recommendation as to a proposed course of action (including negotiations if relevant).

10.7.5 Finance may consider broader government or WoAG panel objectives.

10.7.6 Where Finance considers that the number of Tenderers to be recommended as Successful Tenderers and Preferred Tenderers in a Work Level Standard, Service Area and Service Category may be inadequate or do not have the required variety of provider types (for example Indigenous or specialised providers) to meet the Government's requirements under the panel, Finance may decide that one or more Tenderers are assessed as Preferred Tenderers instead of Unsuccessful Tenderers, provided that they are considered capable of providing services.

## 10.8 Negotiations

10.8.1 Finance does not intend to conduct substantial negotiations with any Tenderer and intends to appoint Successful Tenderers to the WoAG People Panel Professional Contractor Services arrangement primarily on the basis of the submitted written Tender.

10.8.2 In accordance with paragraph 10.7.3, to achieve the best VFM, Finance may enter into negotiations with one or more Preferred Tenderers (including, without limitation, in parallel and in relation to Fees or any other matter), to seek improvements to a Preferred Tenderer's offer, based on the Preferred Tenderer's response to this RFT.

10.8.3 Finance intends to enter into a Head Agreement with the Successful Tenderers on substantially the same terms and conditions at **Attachment C – Head Agreement** without substantial negotiations, if selected as a Successful Tenderer.

- 10.8.4 If Finance concludes that a Tenderer has retracted, or attempts to retract, their Tender or any undertakings made in its Tender during negotiations, Finance may choose not to proceed with that Tenderer and/or exercise another right given by this RFT.
- 10.8.5 Finance may (in its absolute discretion) discontinue negotiations with any Tenderer at any stage.
- 10.8.6 Communications between Finance and any Preferred Tenderer(s) during the negotiations must be kept confidential by the Preferred Tenderer(s).
- 10.8.7 Finance will conduct a further VFM Assessment of Preferred Tenderers (if any) taking into account the outcomes of any negotiations.
- 10.8.8 Finance's decision in relation to the outcome of this RFT process, and the identification of Successful Tenderers and Unsuccessful Tenderers is final.

## **11 Verification Activities**

### **11.1 Clarification of Tenders**

- 11.1.1 Finance may, at any point during the Evaluation Process, ask a Tenderer to clarify information with respect to any aspect of its Tender.
- 11.1.2 A person responding to a request for clarification on behalf of the Tenderer will be deemed to be authorised by the Tenderer to do so.
- 11.1.3 Failure to respond to a request for clarification in the manner requested and by the required time may have an adverse impact on the evaluation of the affected Tender.
- 11.1.4 Tenderers should not interpret a request under paragraph 11.1.1 as being an indication of the outcome of the RFT process. The Tenderer should treat all requests under paragraph 11.1.1 as confidential information.
- 11.1.5 Clarifications provided as a result of a request will be evaluated as part of the evaluation process.

### **11.2 Financial Viability and Financial Checks**

- 11.2.1 Finance may conduct an independent financial viability assessment of the Tenderer by engagement of a third party at any stage during the Evaluation Process.
- 11.2.2 The financial viability assessment referred to in paragraph 11.2.1 of this RFT may be conducted at any time prior to signature of any resultant Head Agreement with a Successful Tenderer.
- 11.2.3 On request by Finance, the Tenderer must reasonably assist Finance with any financial viability assessment conducted under paragraph 11.2.1 of this RFT.
- 11.2.4 If requested, the documents to be made available by the Tenderer will include a balance sheet, profit and loss statements and accompanying notes and documents forming part of the financial statements for the preceding two (2) years.
- 11.2.5 This process is used to minimise risk to the Australian Government. The process is not used to measure the profitability of an organisation or its potential for success in the market.

### **11.3 Security, Probity and Other Checks**

- 11.3.1 Finance may perform such security, criminal history, probity, financial and regulatory investigations and procedures as Finance may determine are necessary.

- 11.3.2 Tenderers must promptly provide Finance with such information or documentation as Finance requires in order to undertake such checks and procedures. If the Tenderer does not promptly provide all reasonable assistance to Finance in this regard, this may be taken into account by Finance in its assessment of the Tenderer during the Evaluation Process.
- 11.3.3 Finance may take into consideration the results of information obtained from the outcomes of the checks or procedures in its assessment of the Tenderer during the Evaluation Process.
- 11.3.4 Without limiting paragraph 11.3.1 of this RFT, Finance may conduct criminal history checks, and/or checks with regulatory entities (including but not limited to the Australian Securities and Investment Commission, the ACCC, and State and Territory authorities) on the Tenderer, its board of directors, its management and/or its proposed personnel and Related Bodies Corporate, if Finance considers that the results may affect any aspect of the assessment of the Tender including Finance's assessment of risk in relation to the Tenderer.

## **12 Post Evaluation**

### **12.1 Notification of Successful and Unsuccessful Tenderers**

- 12.1.1 Tenderers will be notified in writing and advised if their Tender is successful or unsuccessful at the conclusion of this RFT process.
- 12.1.2 Written or verbal debriefs will be made available, on request, (at the time and in the manner Finance reasonably determines) to Unsuccessful Tenderers outlining the reasons the Tender was unsuccessful. Debriefs will also be made available, on request, to Successful Tenderers.
- 12.1.3 Tenderers will be debriefed against the Evaluation Criteria. A Tenderer will not be provided with information concerning other Tenders. No comparisons with other Tenders will be made.

## Attachment A - Definitions

Please refer to **Attachment A – Definitions** set out in the separate document as provided.

## Attachment B - Work Level Standards and Service Categories

Please refer to **Attachment B – Work Level Standards and Service Categories** set out in the separate document as provided.

## Attachment C - Head Agreement

Please refer to **Attachment C – Head Agreement** set out in the separate document as provided.

## Attachment D - Information and Guidance about the Tender Response Questionnaire

Please refer to **Attachment D – Information and Guidance about the Tender Response Questionnaire** set out in the separate document as provided.

## Attachment E - Sustainable Procurement and Economic Benefits to the Australian Economy

Please refer to **Attachment E – Sustainable Procurement and the Economic Benefits to the Australian Economy** set out in the separate document as provided.

## Attachment F - Guidance on Shadow Economy Procurement Connected Policy

Please refer to **Attachment F – Guidance on the Shadow Economy Procurement Connected Policy** set out in the separate document as provided.

## Attachment G - 360 Public Portal Tenderer's User Guide

Please refer to **Attachment G – 360 Public Portal Tenderer's User Guide** set out in the separate document as provided.

## Attachment H – Modern Slavery

Please refer to **Attachment H – Modern Slavery** set out in the separate document as provided.

## Attachment I - Tenderer's Declaration Information

Please refer to **Attachment I – Tenderers Declaration Information** set out in the separate document as provided.