

# **Request for Tender (RFT) Conditions of Tendering**

## **Provision of Internal Audit Services**

**Issue Date: 28 September 2018**

Prepared by:

Aspire Support Services Limited  
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Chief Finance Officer

# RFT – Conditions of Tendering

## Rules Governing this RFT and the Tendering Process

### 1 The Opportunity

Aspire Support Services Limited (Aspire) is seeking to appoint a person or service provider to provide advice to the Audit and Finance Committee on the annual internal audit program, and perform internal audits of the business control systems in specified functional areas as required from November 2018 to December 2022.

### 2 Objectives

Aspire’s specific requirements in relation to the Goods and Services are set out in the Specification of this RFT.

In issuing this RFT, Aspire seeks to identify Tenderers who are:

- a) capable of providing all the Goods and Services required by Aspire in the manner set out in Specification of this RFT; and
- b) able to be engaged to complete the Scope of Works under a contract as per the Proposed Contract set out in Proposed Contract of this RFT.

### 3 Reference Schedule

The information contained in this Reference Schedule must be read in conjunction with the remainder of Conditions of tendering of this RFT.

Capitalised terms used in this RFT have defined meanings which are explained in section 20.1 of this Conditions of tendering. Capitalised terms defined elsewhere in this RFT but not referred to in section 20.1 of Conditions of tendering have the same meaning wherever used throughout this RFT.

### 4 Tender Contract Reference Number

### 5 Project Manager

Aspire Project Manager	
Name and title	Max Wang, Chief Finance Officer
Address for correspondence by post	PO Box 7374, East Albury, NSW 2640
Email Address	<a href="mailto:Max.Wang@aspire.com.au">Max.Wang@aspire.com.au</a>

### 6 Indicative Timetable

Activity	Date
RFT issued	28 September 2018
Tender Briefing/Site Meeting (if applicable)	Not applicable
End of period for questions or Requests for Information (RFIs)	2:00pm Friday, 12 October 2018
<b>Closing Time</b>	<b>5:00pm</b> <b>Friday, 19 October 2018</b>
Intended completion of evaluation of Tenders	Thursday, 25 October 2018

Activity	Date
Intended execution of Proposed Contract(s) date	Friday, 2 November 2018
Intended commencement date	Friday, 9 November 2018
* This timetable is provided to give Tenderers an indication of the timing of the Tendering Process. The timetable is indicative only and may be changed by Aspire in accordance with the Conditions of Tendering set out in Conditions of tendering of this RFT.	

## 7 Interviews of Shortlisted Tenderers

Date	Thursday, 25 October 2018
Location/Venue	Aspire Support Services Limited 220 Borella Road, Albury NSW 2064
Confirmation of attendance required	Emailed response to emailed invitation

## 8 Application of these rules

Participation in the Tendering Process is subject to compliance with the rules contained in this Conditions of tendering.

All persons (whether or not they submit a Tender) having obtained or received this RFT may only use it, and the information contained in it, in compliance with the rules set out in this Conditions of tendering.

All Tenderers are deemed to accept the rules contained in this Conditions of tendering.

The rules contained in this Conditions of tendering of the RFT apply to:

- a) the RFT and any other information given, received or made available in connection with the RFT and any revisions or addenda;
- b) the Tendering Process; and
- c) any communications (including any Tender Briefings, presentations, meetings or negotiations) relating to the RFT or the Tendering Process.

## 9 Structure of RFT

This RFT consists of the following parts:

**Conditions of tendering** –contains an overview of the opportunity presented in, and the objectives of, this RFT and sets out the rules applying to the RFT documents and to the Tendering Process. These rules are deemed to be accepted by all Tenderers and by all persons having received or obtained the RFT.

**Specification** describes the Goods and Services in respect of which Aspire invites Tenders from interested persons.

**Proposed Contract – The Required Contract** contains the terms and conditions in compliance with which Aspire desires the Goods and Services set out in Specification to be provided.

**Tenderers Response – Tenderer’s Response** specifies the information to be provided in a Tender including any templates to be completed and included in a Tender.

## 10 Request For Tender (RFT)

### 10.1 Status of RFT

This RFT is not an offer. This RFT is an invitation for persons to submit a proposal for the provision of the Goods or Services set out in the Specification contained in Specification of this RFT.

Nothing in this RFT is to be construed as creating any binding contract for the supply of the Goods or Services (express or implied) between Aspire and any Tenderer unless and until Aspire has accepted that Tenderer's Tender in the manner contemplated in section 13.1 of this Conditions of tendering.

## **10.2 Accuracy of RFT**

While all due care has been taken in connection with the preparation of this RFT, Aspire does not warrant the accuracy of the content of the RFT and Aspire will not be liable for any omission from the RFT.

## **10.3 Additions and amendments to RFT**

Aspire reserves the right to change any information in, or to issue addenda to, this RFT. Any addendums will be made available through Aspire's website.

## **10.4 Representations**

No representation made by or on behalf of Aspire in relation to the RFT (or its subject matter) will be binding on Aspire unless that representation is expressly incorporated into the contract(s) ultimately entered into between Aspire and a Tenderer.

## **10.5 Licence to use and Intellectual Property Rights**

Persons obtaining or receiving this RFT and any other documents issued in relation to the Tendering Process may use the RFT and such documents only for the purpose of preparing a Tender.

Such Intellectual Property Rights as may exist in the RFT and any other documents provided to Tenderers by or on behalf of Aspire in connection with the Tendering Process are owned by (and will remain the property of) Aspire except to the extent expressly provided otherwise.

## **10.6 Availability of Additional Materials**

Additional materials and Addendums (if any) may be accessed through Aspire's website [www.aspiress.com.au](http://www.aspiress.com.au) or via email notice during the Tendering Process.

## **10.7 Project Manager**

All communications relating to the RFT and the Tendering Process must be directed solely to the Aspire Project Manager.

## **10.8 Requests for Clarification or Further Information**

Any questions or Requests For Information (RFI) or clarification of the RFT (or any other document issued in connection with the Tendering Process) must be submitted to the Project Manager in writing, preferably by email.

Any communication by a Tenderer to Aspire will be effective upon receipt by the Project Manager (provided such communication is in the required format).

Except where Aspire is of the opinion that issues raised apply only to an individual Tenderer, questions submitted and answers provided will be made available on the Tenders Website to all Tenderers without identifying the person or organisation having submitted the question. In all other cases, Aspire may deliver any written notification or response to a Tenderer by leaving or delivering it to the address of the Tenderer, as notified to the Project Manager preferably by email.

## **10.9 Improper Assistance**

Tenderers must not seek or obtain the assistance of employees, agents, contractors or service providers (with respect to the Tender) of Aspire in the preparation of their Tenders. In addition to any other remedies available to it under law or contract, Aspire may, in its absolute discretion, immediately disqualify a Tenderer that it believes has sought or obtained such assistance.

## 10.10 Anti-Competitive Conduct

Tenderers and their respective officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation, content or lodgement of their Tender. In addition to any other remedies available to it under law or contract, Aspire may, in its absolute discretion, immediately disqualify a Tenderer that it believes has engaged in such collusive or anti-competitive conduct.

## 10.11 Complaints about the Tendering Process

Any complaint about the RFT or the Tendering Process must be submitted to the Project Manager in writing immediately upon the cause of the complaint arising or becoming known to the Tenderer. The written complaint must set out:

- a) the basis for the complaint (specifying the issues involved);
- b) how the subject of the complaint (and the specific issues) affect the person or organisation making the complaint;
- c) any relevant background information; and
- d) the outcome desired by the person or organisation making the complaint.

## 11 Submission of Tenders

### 11.1 Lodgement of Tenders

<b>Address for emailed tenders :</b>	<a href="mailto:Max.Wang@aspire.com.au">Max.Wang@aspire.com.au</a>
<b>Address for mailed tenders:</b>	Aspire Support Services Ltd Attention to Max Wang PO Box 7374, Albury, NSW 2640
<b>Information to be clearly marked on package containing the Tender:</b>	Provision of Internal Audit Services 2019 - 22

### 11.2 Late Tenders

Tenders must be lodged by the Closing Time. The Closing Time may be extended by Aspire at its absolute discretion by providing written notice to Tenderers.

Tenders lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFT will be disqualified from the Tendering Process and will be ineligible for consideration, except where the Tenderer can clearly demonstrate (to the reasonable satisfaction of Aspire) that late lodgement of the Tender:

- a) resulted from the mishandling of the Tender by Aspire; or
- b) was hindered by a major incident and the integrity of the Tendering Process will not be compromised by accepting a Tender after the Closing Time.

The determination of Aspire as to the actual time that a Tender is lodged is final. Subject to paragraphs (a) and (b) above, all Tenders lodged after the Closing Time will be recorded by Aspire, and will only be opened for the purposes of identifying a business name and address of the Tenderer. Aspire will inform a Tenderer whose Tender was lodged after the Closing Time of its ineligibility for consideration.

## 12 Tender Documents

### 12.1 Format and Contents

Tenderers must ensure that:

- a) their Tender is presented in the required format as set out in Tenderers Response; and

- b) all the information fields in Tenderers Response are completed, signed, dated and contain the information requested.

**Aspire will in its absolute discretion reject a Tender that does not include the information requested or is not in the format required.**

If Aspire elects to shortlist any Tenderers, those shortlisted Tenderers may be required to provide additional information for this RFT.

Unnecessarily elaborate responses or other presentations beyond what is sufficient to present a complete and effective proposal are not desired or required. Elaborate artwork and expensive visual and other presentation aids are not required.

Word limits where specified should be observed and Aspire reserves the right to disregard any parts of the Tender exceeding the specified word limit.

## **12.2 Tenderer Deemed to be Informed**

Tenderers must fully inform themselves in relation to all matters arising from the RFT, including all matters regarding Aspire's requirements for the provision of the Goods and/or Services. Tenderers will be deemed to have made their own enquiries and assessed all risks regarding the RFT, and to have fully incorporated the impact of any unknown risks into their Tender.

## **12.3 Illegible Content, Alteration and Erasures**

Incomplete Tenders may be disqualified or evaluated solely on the information contained in the Tender.

Aspire may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Tenderer.

Aspire may permit a Tenderer to correct an unintentional error in their Tender where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if Aspire reasonably considers that the correction would materially alter the substance of the Tenderer's Response.

## **12.4 Obligation to Notify Errors**

If, after a Tenderer's Response has been submitted, the Tenderer becomes aware of an error in the Tenderer's Response (including an error in pricing, but excluding clerical errors which would have no bearing on the evaluation of the Tender) the Tenderer must promptly notify Aspire of such error.

## **12.5 Expenses for Preparation of Tenders**

Aspire will not be responsible for, nor pay for, any expense or loss that may be incurred by Tenderers in the preparation of their Tenders.

## **12.6 Disclosure of Tender contents and Tender information**

Tenders will be treated as confidential by Aspire. Aspire will not disclose Tender contents and Tender information, except:

- a) as required by law (including, for the avoidance of doubt, as required under the *Freedom of Information Act 1982*)
- b) for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- c) to external consultants and advisers of Aspire engaged to assist with the Tendering Process; or

## **12.7 Use of Tenders**

Upon submission in accordance with the requirements, all Tenders become the property of Aspire. Tenderers will retain all ownership rights in any intellectual property contained in the Tender except as specified in Proposed Contract – Proposed Contract. The submission of a Tender does not transfer to Aspire any ownership interest in the Tenderer's intellectual property rights, or give Aspire any rights in relation to the Tender, except as expressly set out below.

Each Tenderer, by submission of their Tender, is deemed to have licensed Aspire to reproduce the whole, or any portion, of their Tender for the purposes of enabling Aspire to evaluate the Tender.

### **12.8 Period of Validity**

All Tenders must remain valid for a minimum of 120 days from the Closing Time. The period of validity of a Tender may be extended by mutual agreement between Aspire and the Tenderer.

### **12.9 Status of Tender**

Each Tender constitutes an irrevocable offer by the Tenderer to Aspire to provide the Goods and/or Services required under, and otherwise to satisfy the requirements of, Specification - The Specification of this RFT on the terms and conditions of the Proposed Contract (subject to the Statement of Compliance contained in Tenderers Response of this RFT).

A Tender must not be conditional on:

- a) board approval of the Tenderer or any related body corporate of the Tenderer being obtained;
- b) the Tenderer conducting due diligence or any other form of enquiry or investigation;
- c) the Tenderer (or any other party) obtaining any regulatory approval or consent;
- d) the Tenderer obtaining the consent or approval of any third party; or
- e) the Tenderer stating that it wishes to discuss or negotiate any commercial terms of the contract.

Aspire may, in its absolute discretion, disregard any Tender that is, or is stated to be, subject to any one or more of the conditions detailed above.

Aspire reserves the right to accept a Tender in part or in whole or to negotiate with a Tenderer in accordance with Section 14.4 of this Conditions of tendering.

## **13 Compliance with Specification and Proposed Contract**

### **13.1 Compliance with Specification**

Under Tenderers Response of this RFT a Tenderer must submit a tabulated statement showing, in order of the relevant clauses, its level of compliance with the Specification contained in Specification of this RFT.

Tenderers must state if they will not comply with the Specification, or will only comply with the Specification subject to conditions. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in the space provided in the tabulated statement contained in Tenderers Response. No response is required in respect of a particular section of the Specification where Tenderers will comply with the Specification. Only sections that Tenderers will not comply with, or will only comply with subject to conditions, must be noted in the tabulated statement.

Aspire is prepared to contemplate minor variations or departures from the Specifications proposed by Tenderers. However, Tenderers must note that significant or substantive variations or departures from the Specifications will not be viewed favourably unless the Tenderer is able to demonstrate to the satisfaction of Aspire the necessity for such variations or departures.

**Aspire will assume that a Tenderer's Response complies in all relevant respects with the Specification unless the Tenderer states otherwise. Failure to notify Aspire of any non-compliance may result in a Tenderer's Response being disregarded.**

For the purposes of this section:

- a) **Complies** means that in all respects the Tenderer's Response meets or otherwise satisfies all specified outputs, characteristics or standards.
- b) **Will comply subject to conditions** means that the specified outputs, characteristic or performance standard can only be met by the Tenderer subject to certain conditions.
- c) **Will not comply** means that the specified outputs, characteristic or performance standard is not met by the Tenderer's Response.

### 13.2 Compliance with Proposed Contract

Under Tenderers Response of this RFT, a Tenderer must also submit a tabulated statement, with numbering corresponding to the relevant clauses, detailing its level of compliance with the Proposed Contract contained in Proposed Contract of this RFT.

Tenderers must state if they will not comply with the Proposed Contract, or will only comply with the Proposed Contract subject to conditions. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in the space provided in the tabulated statement section, together with any proposed amendments that would render the contractual provision acceptable to the Tenderer. No response is required in respect of a particular clause of the Proposed Contract where Tenderers will comply with the Proposed Contract. Only clauses that Tenderers will not comply with must be noted in the tabulated statement.

Aspire is prepared to contemplate minor variations or departures from the Proposed Contract proposed by Tenderers. However, Tenderers must note that significant or substantive variations or departures will **not** be viewed favourably unless the Tenderer is able to demonstrate the necessity for such variations or departures.

**Aspire will assume that a Tenderer is able to and will in fact comply in all relevant respects with the Proposed Contract unless the Tenderer expressly states otherwise. Failure to notify Aspire of any non-compliance may result in a Tenderer's Response being disregarded.**

For the purposes of this section:

- a) **Complies** means that the Tenderer accepts the contractual provision in every respect (including the wording of the provision).
- b) **Will comply subject to conditions** means that the Tenderer will comply with the relevant contractual provision subject to certain specified conditions.
- c) **Will not comply** means that the Tenderer does not accept the contractual provision.

### 13.3 General

**Indefinite responses such as 'noted', 'to be discussed', 'see attached', 'to be negotiated' or any cross referencing to other Tenderers documents will not be accepted.**

Where the Tenderer is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the Compliance Statement detailing the non-acceptance in the prescribed Compliance Statement section of Tenderers Response –Tenderer's Response.

It is not sufficient that the statement appear only as part of an attachment to the Tender, or be included in a general statement of the Tenderer's usual operating conditions. Such attachments shall be deemed as incomplete and not compliant

An incomplete Tender may be disqualified or assessed solely on the information received with the Tender, solely and absolutely at Aspire's discretion.

### 13.4 Alternative Tender and Innovation

A Tenderer may submit an alternative proposal. An alternative proposal will only be accepted if:

- a) the Tenderer also provides a conforming Tenderer's Response
- b) the alternative proposal is submitted separately as a stand alone Tenders Response; and
- c) the alternative proposal is clearly identified as an 'Alternative Tender'.

An Alternative Tender may:

- a) not comply with the Specifications for the relevant Goods or Services due to inherent design or capability in the operation of the Goods or Services; or
- b) provide the Goods or Services in a manner different to that specified in Specification of the RFT.

Tenderers are encouraged to offer options or solutions which may, in an innovative way, contribute to Aspire's ability to carry out its business in a more cost-effective manner. These may be related to:

- a) the outputs, functional, performance and technical aspects of the requirement; or



- b) opportunities for more advantageous commercial arrangements.

Any such options or solutions will be considered by Aspire on a 'commercial in confidence' basis if so requested by the Tenderer.

Where a Tenderer submits an offer which meets the requirements of the RFT in an alternative and practical manner, the Tender must also include any supplementary material (including such pricing and costing details as may be necessary to enable Aspire to fully assess the financial impact of the alternative proposal), which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous.

## **14 Evaluation of Tenders**

### **14.1 Evaluation Process**

Following the Closing Time, Aspire intends to evaluate the Tenders received. Tenders will be evaluated against the Evaluation Criteria specified in this RFT.

Following the initial evaluation process, Aspire may give notice to Tenderers that it wishes to:

- a) shortlist one or more Tenderers to proceed to further evaluation;
- b) commence or continue negotiations with all Tenderers without short listing any Tenderers; or
- c) accept one or more of the Tenders.

Unless the Evaluation Criteria explicitly require, Aspire may, but is not in any way bound to, short list, to select as successful, or to accept the Tender offering the lowest price.

Should Aspire choose to include a short listing stage in its evaluation process, Aspire is not, at any time, required to notify Tenderers or any other person or organisation interested in submitting a Tender.

A Tenderer's Response will not be deemed to be unsuccessful until such time as the Tenderer is formally notified of that fact by Aspire. The commencement of negotiations by Aspire with one or more other Tenderers is not to be taken as an indication that any particular Tenderer's Response has not been successful.

### **14.2 Financial Viability Assessment**

Tenderers may be required to undertake to provide to Aspire (or its nominated agent) upon request, all such information as Aspire reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Goods and Services for which they are tendering and to otherwise meet their obligations under the Proposed Contract.

Aspire reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For such an assessment to be completed, a representative from the nominated agent may contact the Tenderer concerning the financial information that may be required to be provided.

Such financial assessments are specifically for use by Aspire for the purpose of assessing Tenders and will be treated as strictly confidential.

### **14.3 Clarification of Tender**

If, in the opinion of Aspire, a Tender is unclear in any respect, Aspire may seek clarification from the Tenderer. Failure to supply clarification to the satisfaction of Aspire may render the Tender liable to disqualification.

Aspire is under no obligation to seek clarification of anything in a Tender and Aspire reserves the right to disregard any clarification that Aspire considers to be unsolicited or otherwise impermissible in accordance with the rules set out.

### **14.4 Discussion with Tenderers**

Aspire may at any stage of the evaluation process elect to engage in detailed discussions and negotiations with any one or more Tenderers, with a view to maximising the benefits of the RFT as

measured against the evaluation criteria and fully understanding a Tenderer's offer, including risk allocation.

As part of this negotiation process, Aspire may request such Tenderer(s) to improve one or more aspects of their Tender, including any technical, financial, corporate or legal components.

In its absolute discretion, Aspire may invite some or all Tenderers to give a presentation to Aspire in relation to their submissions.

Aspire is under no obligation to conduct any negotiations with, or to invite any presentations from, Tenderers.

In addition to presentations and negotiation, Aspire may request some or all Tenderers to:

- a) conduct a site visit;
- b) provide references and/or additional information; and/or
- c) make themselves available for panel interviews.

#### **14.5 Best and Final Offers (BAFO)**

Tenderers or, where the Tendering Process involves a short listing process, shortlisted Tenderers, may be invited by Aspire to submit a best and final offer in relation to all or certain aspects of their respective Tenders.

Aspire is under no obligation to give Tenderers the opportunity to submit a best and final offer. If Aspire chooses to give Tenderers the opportunity to submit a best and final offer, it is under no obligation to give notification before the Closing Time that such opportunity will be given.

Notwithstanding the possibility that Aspire may give Tenderers the opportunity to submit a best and final offer, Tenderers must be aware that Aspire will, in conducting its evaluation of Tenders, rely on all information (including all representations) contained in such Tenders. Tenderers are therefore encouraged to submit their best and final offers in the first instance.

Tenderers may be required to enter into a contract based on the Tender as part of their best and final offer. Unless and until Aspire executes such contract, submission of a contract capable of acceptance by Aspire does not and will not be taken to give rise to a binding contract (express or implied) between a Tenderer and Aspire.

### **15 Successful Tenders**

#### **15.1 No Legally Binding Contract**

Selection as a successful Tenderer does not give rise to a contract (express or implied) between the successful Tenderer and Aspire for the supply of the Goods or Services. No legal relationship will exist between Aspire and a successful Tenderer for the supply of the Goods or Services until such time as a binding contract is executed by them.

Successful Tenderers will be required to enter into a contract based on the Proposed Contract (contained in Proposed Contract of this RFT). Such a contract shall be initiated by the formal issue of a Letter of Award of Contract to the Tenderer by Aspire.

#### **15.2 Pre-Contractual Negotiations**

Aspire may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Tenderer.

A Tenderer is bound by its Tender (including the Statement of Compliance to the Proposed Contract forming part of the Tenderer's Response) and, if selected as a successful Tenderer, must enter into a contract on the basis of the Tender without negotiation.

#### **15.3 No Obligation to Enter into Contract**

Aspire is under no obligation to appoint a successful Tenderer or Tenderers (as the case may be), or to enter into a contract with a successful Tenderer or any other person for any reason whatsoever. If Aspire elects not to enter into a contract it will be free to proceed via any alternative process.

## **16 Tenderer Warranties**

By submitting a Tender, a Tenderer warrants that:

- a) in lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Aspire, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the RFT;
- b) it did not use the improper assistance of Agency employees or information unlawfully obtained from Aspire in compiling its Tender;
- c) it has examined this RFT, and any other documents referenced or referred to herein, and any other information made available in writing by Aspire to Tenderers for the purposes of submitting a Tender;
- d) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its Tender;
- e) it has otherwise obtained all information and advice necessary for the preparation of its Tender;
- f) it is responsible for all costs and expenses related to the preparation and lodgement of its Tender, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- g) it otherwise accepts and will comply with the rules set out in this Conditions of tendering of the RFT; and
- h) it will provide additional information in a timely manner as requested by Aspire to clarify any matters contained in the Tender.

## **17 Aspire's RFT rights**

Notwithstanding anything else in this RFT, and without limiting its rights at law or otherwise, Aspire reserves the right, in its absolute discretion at any time, to:

- a) not award the Contract to the lowest Tendered price,
- b) to select and award the contract at its absolute and sole discretion,
- c) cease to proceed with, or suspend the Tendering Process;
- d) alter the structure and/or the timing of the RFT or the Tendering Process;
- e) vary or extend any time or date specified in this RFT for all or any Tenderers or other persons;
- f) terminate the participation of any Tenderer or any other person in the Tendering Process;
- g) require additional information or clarification from any Tenderer or any other person or provide additional information or clarification;
- h) negotiate with any one or more Tenderers and allow any Tenderer to alter its Tender;
- i) call for new Tenders;
- j) reject any Tenders received from Tenderers that failed to register and attend mandatory Tender Briefing or Site Meetings;
- k) reject any Tender received after the Closing Time;
- l) reject any Tender that does not comply with any of the requirements of this RFT; or
- m) consider and accept or reject any alternative tender.

## **18 Governing Law**

This RFT and the Tendering Process are governed by the laws applying in the State of New South Wales

Each Tenderer must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tendering Process.

## 19 Interpretation

### 19.1 Definitions

In this Request for Tender, unless a contrary intention is apparent:

**Closing Time** means the time specified by which Tenders must be received.

**Evaluation Criteria** means the criteria set out in Section 21 of this Conditions of tendering of the RFT.

**Goods** means the goods or other products required by Aspire, as specified in Specification of this RFT.

**Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Project Manager** means the person so designated to represent Aspire.

**Proposed Contract** means the agreement and any other terms and conditions contained in or referred to in Proposed Contract of this RFT.

**Reference Schedule** means the schedule so designated forming part of Conditions of tendering of the RFT.

**Request For Tender or RFT** means this document, (comprising each of the parts identified in the RFT Contents Section of this Conditions of tendering) and any other documents so designated by Aspire.

**Services** means the services required by Aspire, as specified in Specification of this RFT.

**Specification** means any specification or description of Aspire's requirements contained in Specification of this RFT.

**Statement of Compliance** means the statement forming part of a Tender indicating the Tenderer's compliance with the Specification and the Proposed Contract.

**Tender** means a document lodged by a Tenderer in response to this RFT containing an offer to provide Goods and Services in accordance with the Specification.

**Tenderer** means a person or organisation that submits a Tender.

**Tendering Process** means the process commenced by the issuing of this Request for Tender and concluding upon formal announcement by Aspire of the selection of a successful Tenderer(s) or upon the earlier termination of the process.

## 20 Evaluation Criteria

In evaluating Tenderer's Responses, Aspire will have regard to:

- a) each of the specific evaluation criteria identified in the table below; and
- b) the overall value for money proposition presented in the Tenderer's Response.

In this context, 'value for money' is a measurement of benefits represented by a Tenderer's Response, including:

- a) quality levels;
- b) performance standards

In evaluating the Tenderer's Responses, Aspire may assign a particular weighting to any or all of the criteria specified in the table below. Aspire is under no obligation to advise Tenderers of such weightings.

<b>Evaluation Criteria</b>	
<b>Professional Competence</b>	
1.1	Proposed approach and methodology to the implementation and conduct of the Internal Audit services
1.2	Availability and suitability of the personnel, inclusive of back-up resources
1.3	Professional competence and experience of the personnel
1.4	Evidence of a recognised quality management system in place that is third party certified to AS/NZS ISO 9001:2015
<b>Previous Experience</b>	
2.1	Tenderer's experience and reliability in providing this type of service
2.2	Evidence of current or very recent exposure to the Disability Services industry
2.3	Past performance
<b>Commercial</b>	
3.1	Professional Indemnity Insurance
3.2	Compliance with Proposed Contract - Conforming or Non-Conforming Tender
3.3	Conflict of Interest
<b>Cost</b>	
4.1	Cost of Services
<b>Ethical Employment Policy</b>	
5.1	Details of current or prior proceedings or prosecutions

Aspire expressly reserves the Principal's right to select and award the contract at its absolute and sole discretion, and this includes the right not to accept the lowest tendered price.

**[END OF CONDITIONS OF TENDERING – CONDITIONS OF TENDERING]**