

## **REQUEST FOR TENDER (“RFT”)**

**NUMBER: RFTS07/0648**

### **FOR THE PROVISION, RECRUITMENT AND MANAGEMENT OF SESSIONAL INTERPRETERS**

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**Closing Time: 1400 hours (2pm) EDST Monday 25 February 2008**

**Tender Lodgement: Electronic Tender Box for AusTender, located at  
[www.tenders.gov.au](http://www.tenders.gov.au)**

**PLEASE NOTE:**

- **Tenders must be lodged electronically via AusTender (see clause 37)**
- **LATE TENDERS WILL NOT BE ACCEPTED (SEE CLAUSE 41)**

Centrelink recommends that Tenderers plan to lodge their Tender well before the Closing Time to minimise the possibility of any unforeseen circumstances arising that may cause the Tenderer to miss the Closing Time.

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**1. THIS RFT COMPRISES:**

**To be retained by the Tenderer:**

Part 1:

- Structure of this RFT
- Glossary of Terms
- Introduction

Part 2:

- Statement of Requirement
- Evaluation of Tenders

Part 3:

- Tender Requirements
- Tender Conditions
- Guidance on Completing the Annexures

**To be completed and returned by the Tenderer:**

Part 4:

Annexure A – Tenderer's Details:

- Tenderer Entity Details
- Tenderer Contact
- Consortium Details
- Specified Personnel
- Subcontractors
- Insurance
- Annexure B – Pricing Schedule
- Annexure C – Response to the Evaluation Criteria
- Annexure D – Statement of Compliance
- Annexure E – Addendum Receipts
- Annexure F – Conflict of Interest
- Annexure G – Legislation and Policy Compliance
- Annexure H – Confidential Information
- Annexure I – Declaration
- Annexure J - Checklist

**To be retained by the Tenderer:**

Part 5:

- Draft Contract
- Others

## GLOSSARY OF TERMS

### 2. DEFINITION

2.1. In this Request for Tender (RFT) unless the contrary intention appears:

| Term                              | Definition                                                                                                                                                                                                                                                                           |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agency(ies)</b>                | means: <ul style="list-style-type: none"> <li>a. an Agency with the meaning of the <i>Public Service Act 1999</i>; or</li> <li>b. a Commonwealth authority or Commonwealth company within the meaning of the <i>Commonwealth Authorities and Companies Act 1999</i>.</li> </ul>      |
| <b>AusTender</b>                  | means the Australian Government online tendering system.                                                                                                                                                                                                                             |
| <b>Contact Officer</b>            | means the person specified in clause 44.                                                                                                                                                                                                                                             |
| <b>CPGs</b>                       | means the Commonwealth Procurement Guidelines from time to time issued under regulation 7 of the <i>Financial Management and Accountability Regulations 1997</i> .                                                                                                                   |
| <b>EC or Evaluation Committee</b> | means the team (and its advisers) that will be responsible for managing and undertaking the evaluation of Tenders.                                                                                                                                                                   |
| <b>Electronic Tender Box</b>      | is the area in the AusTender where Tenders are lodged electronically.                                                                                                                                                                                                                |
| <b>Evaluation Criteria</b>        | means the detailed criteria of Centrelink as set out in this RFT that are used to evaluate the compliance and/or relative ranking of tenders.                                                                                                                                        |
| <b>GST</b>                        | means a Goods and Services Tax levied on the supply of goods and services under the <i>A New Tax System (Goods and Services) Tax Act 1999</i> . Tenderers should seek their own professional advice as to the operation of the GST on the provision of the Services, as appropriate. |
| <b>Human Services Agencies</b>    | means the Agencies listed at or described in clause 3.1.                                                                                                                                                                                                                             |
| <b>Services</b>                   | means the services required under the RFT, more particularly described in the Statement of Requirement.                                                                                                                                                                              |
| <b>Tender</b>                     | includes submissions, expressions of interest and applications for use on a multi-use list that is a formally submitted response from a potential supplier to Centrelink's approach to the market.                                                                                   |
| <b>Tenderer</b>                   | means a person who submits a Tender including any reference to Respondent, Bidder, Proposer, etc.                                                                                                                                                                                    |

## **INTRODUCTION**

### **3. ABOUT CENTRELINK**

- 3.1. Centrelink is a statutory agency delivering Australian Government services to people throughout Australia. Centrelink is within the Human Services Portfolio and reports to the Minister for Human Services. The Human Services Portfolio also includes:
- (a) Department of Human Services (DHS) (<http://www.humanservices.gov.au/>);
  - (b) Medicare Australia (<http://www.medicareaustralia.gov.au/>);
  - (c) Child Support Agency (<http://www.csa.gov.au/>);
  - (d) Health Services Australia (<http://www.healthoz.com.au/>);
  - (e) CRS Australia (<http://www.crsaustalia.gov.au/>); and
  - (f) Australian Hearing (<http://www.hearing.com.au/>).
- 3.2. For information about the services provided by Centrelink or other Human Services agencies visit the relevant websites at <http://www.centrelink.gov.au/> or by following the above links.
- 3.3. Centrelink was created to provide exceptional service to the community by linking Australian government services and achieving best practice in service delivery.
- 3.4. Centrelink is organised into 15 Areas around Australia and currently consists of close to 400 metropolitan, rural and remote sites. These sites are chiefly made up of a mix of Customer Service Centres (offices where face to face contact takes place) and Call Centres (where customers conduct business over the phone). There is also a National Support Office based principally in Canberra and an Area Support Office located in each Area.
- 3.5. In addition to the primary network of Centrelink offices, there is a further network of over 500 Centrelink Agents and Access Points who, although not staffed by Centrelink employees, are contracted to provide access to Centrelink services in rural and remote locations.

### **4. ABOUT THIS RFT**

- 4.1. Centrelink is issuing this RFT to identify **a single** Tenderer best qualified to provide Centrelink with a national sessional interpreter service (**Services**) at the best value for money to Centrelink and possibly other Human Services Agencies.
- 4.2. It is proposed that provision of the Services be in accordance with the terms and conditions appearing in the attached draft Contract. The Contract would be in place for a term of two years with an option to extend, at Centrelink's sole discretion, of one year.

## **5. ACCESS BY OTHER HUMAN SERVICES AGENCIES**

- 5.1. Under the resulting contract or Deed of Agreement, provision will be made to facilitate other Human Services Agencies taking advantage of a successful Tenderer's offer.
- 5.2. Centrelink will not assess offers against the possible requirements of other Human Services Agencies. It will leave that assessment to those Agencies to undertake in accordance with the CPGs.
- 5.3. Any decision by another Human Services Agency to avail itself of the offer by a successful Tenderer will result in a separate contract with the Tenderer in respect of that Agency. The attached draft contract or Deed of Agreement makes provision to facilitate the formation of such a contract.

## **6. ENVIRONMENTAL POLICY AND PROCUREMENT**

- 6.1. The Australian Government aims to improve the implementation of Ecologically Sustainable Development (ESD) within its Agencies. To support this aim, Centrelink has established the following Environmental Policy obligations:
  - (a) Centrelink is committed to fostering the sustainable use of the Earth's resources and will implement and maintain an Environmental Management System to ISO14001, with the following key business focus areas:
    - (i) compliance with all relevant environmental legislation, regulations, and other initiatives to which it subscribes;
    - (ii) integrating environmental management into business decision making at all levels;
    - (iii) reducing cost through better resource usage and waste management;
    - (iv) setting objectives and targets for continuous improvement;
    - (v) monitoring, reporting and reviewing achievements;
    - (vi) exploring best practice and innovative environmental management approaches to the use of technology, property and related resources; and
    - (vii) building an environmentally aware business culture.
- 6.2. Centrelink's procurement activities are a key means of implementing its Environmental Policy.
- 6.3. Environmental issues are considered during the development of all Centrelink's RFTs. If environmental issues will affect Centrelink's procurement decision-making process, then those issues are appropriately incorporated into the Statement of Requirement, Conditions for Participation, if any, and the Evaluation Criteria.

## **7. GENERAL STATEMENT ON CONFIDENTIALITY**

- 7.1. Centrelink is subject to a number of specific requirements, which support internal and external scrutiny of its tendering and contracting processes. These include:

- (a) the requirement to publish details of agreements, contracts and standing offers with an estimated liability of \$10,000 or more in AusTender; and
  - (b) the requirement to report a list of contracts valued at \$100,000 or more and identify confidentiality requirements in accordance with the Senate Order on Department and Agency Contracts.
- 7.2. Tenderers should also note that the Parliament and its committees have the power to require the disclosure of Commonwealth contracts and contract information to enable them to carry out their functions.
- 7.3. Procurement information should not be classified as confidential unless there is a sound reason, informed by legal principle, to maintain the confidentiality of the information.
- 7.4. Centrelink will treat as confidential any information provided by the Tenderer prior to the award of a contract. Once a contract has been awarded, Centrelink will not keep such information confidential if it was provided by the successful Tenderer(s) unless:
  - (a) the Tenderer requests that specific information should be kept confidential by completing the table in Annexure H;
  - (b) the specific information is by its nature confidential; and
  - (c) Centrelink agrees to that request.
- 7.5. In considering a request for confidentiality, Centrelink will consider whether disclosure would cause detriment to the successful Tenderer(s) or other third party and the circumstances under which the information was disclosed. Centrelink will also consider whether confidentiality is supported by the underpinning principles of Commonwealth procurement such as Value for Money, Accountability and Transparency.
- 7.6. Centrelink cannot provide an absolute guarantee of confidentiality because certain confidential information may be required to be disclosed by law or to the Parliament or the Auditor-General.

**8. INTRODUCTION AND BACKGROUND**

- 8.1. Centrelink is seeking a single source of supply to provide a quality national sessional interpreter service (Services) effective from 29 July 2008.
- 8.2. The Services include the provision of professional interpreters at specified times and at specified Centrelink Customer Service Centres and Call Centres across Australia as well as the recruitment and management of professional interpreters.
- 8.3. Session times and locations will be negotiated on an ongoing basis between Centrelink, through its Customer Service Centre/Call Centre managers, and the successful Tenderer.
- 8.4. In addition, Centrelink may choose to request ad hoc interpreting services from the successful Tenderer in the event that internal Centrelink processes cannot obtain these services.
- 8.5. Tenderers are to note, if they are responding as a prime Tenderer utilising sub-contractors, it is important that:
- (a) their proposed sub-contractors are clearly identified as required in Annexure A; and
  - (b) sufficient detail is provided to enable Centrelink to be confident with the working arrangement proposed.

**Background**

- 8.6. Centrelink is a government agency that provides payments and services to about 6.5 million customers. Approximately 20% of Centrelink's customers are from a diverse cultural and linguistic background. Centrelink uses a comprehensive communication strategy in order to provide effective services to customers from a diverse cultural and linguistic background who require assistance with spoken and written English. The strategy includes the use of bilingual officers, on-call (ad hoc) interpreters and sessional interpreters to facilitate effective communication between Centrelink and its customers in order to determine eligibility for government payments and services. Services are provided on site and over the phone and include around 150 international languages, 50 indigenous languages and Auslan.
- 8.7. Centrelink (through the Language Services Unit in the Multicultural Services Branch) manage on-call (ad hoc) interpreting services. Ad hoc interpreters are provided for one off appointments and enquiries in locations with smaller language groups. To provide these services, Centrelink uses more than 2,400 interpreters nationally and books approximately 110,000 sessions annually. This on-call, ad hoc service is not the primary focus of this tender. Centrelink intends to retain responsibility for this work. In the event that Centrelink cannot obtain the relevant interpreter through its own services, Centrelink may request the assistance of the successful Tenderer to provide this service either on site or over the telephone. This is expected to be a small component of the overall on-call (ad hoc) workload.
- 8.8. Sessional interpreters are an integral part of Centrelink's comprehensive communication strategy. They are engaged to work in a particular Centrelink Customer Service Centre or Call Centre for rostered periods. The sessional work is generally predictable and is located in areas with a high requirement for particular languages. The provision, recruitment and management of these sessional interpreters are the primary focus of this tender. Currently, Centrelink uses 2300 hours per week of sessional interpreting services covering over 30 languages.

**9. SCOPE OF WORK**

- 9.1. Centrelink's requirements are functionally driven and the scope of Services includes:
- (a) the provision of professional interpreters at specified times and at specified Centrelink Customer Service Centres and Call Centres;
  - (b) the recruitment of professional interpreters; and
  - (c) the management of professional interpreters while maintaining flexibility in order to cater for changes in Centrelink's sessional interpreter requirements.
- 9.2. The sessional interpreter languages could include Indigenous languages and Auslan as well as international languages.
- 9.3. Centrelink could potentially require sessional interpreter services in any of its sites. There are currently 114 offices in NSW/ACT, 76 in Queensland, 64 in Victoria, 30 in Western Australia, 25 in South Australia, 11 in Tasmania and 11 in the Northern Territory. These sites are located in the metropolitan and key regional and rural areas. In addition, Centrelink has 25 call centres spread throughout Australia.
- 9.4. However, due to the nature of the sessional service, it is likely that the Services will remain in locations similar to that indicated in Attachment B. The current scope of Centrelink's sessional interpreting services totals 2300 hours per week, in over 30 languages in 59 sites around Australia.
- 9.5. Tenderers are required to:
- (a) demonstrate that they have access to suitably qualified, professional interpreters, who meet Centrelink's requirements, in the locations and at the times required by Centrelink or whether they will recruit professional interpreters to meet Centrelink's needs; and
  - (b) outline their recruitment strategy to ensure they attract suitably qualified, professional interpreters, who meet the requirements of the Services.
- 9.6. This strategy should include a maintenance plan to ensure that a viable interpreter service can be provided on an ongoing basis. The sessional interpreter service is integral to Centrelink's service delivery commitments and strategies and it is vital that there is no disruption to these services.

**10. OUT OF SCOPE**

- 10.1. Non-sessional interpreting services are precluded from this RFT along with all translating services.
- 10.2. Centrelink, through its Multicultural Services Branch, will be responsible for all aspects of language service policy and service delivery that pertains to Centrelink. Accordingly, this RFT does not include the development of language service policies in relation to servicing customers from diverse cultural and linguistic backgrounds. Centrelink will retain overall responsibility for these policies.

- 10.3. Centrelink, through its Area Offices, Customer Service Centres and Call Centres, will:
- (a) retain responsibility for determining the need for sessional interpreter services in Customer Service Centres and Call Centres;
  - (b) make decisions related to the provision of sessional interpreter services, such as the languages required at what times and locations;
  - (c) monitor language usage and demand, and alter sessional interpreter services as required;
  - (d) determine the extent and nature of additional duties the sessional interpreters can perform; and
  - (e) provide feedback regarding complaints or performance issues to the successful Tenderer.

## **11. TECHNICAL SPECIFICATIONS**

- 11.1. Centrelink will require the successful Tenderer to deliver sessional interpreter services to the standards that are detailed at Attachment A (The Service Performance Table) and as may be negotiated between Centrelink and the successful Tenderer.
- 11.2. Centrelink will require the successful Tenderer to deliver the sessional interpreter services in a number of locations in Australia. The details of current locations and language needs can be found at Attachment B. However, these needs are likely to change over time in line with Australia's changing demographics. To assist Tenderers in considering whether they will be able to meet Centrelink's current and future requirements, a map of Centrelink's Area boundaries and Customer Service Centre locations has been provided at Attachment C.
- 11.3. Centrelink has the following requirements for its interpreters:
- (a) they should abide by the Code of Ethics issued by the Australian Institute of Interpreters and Translators Inc (AUSIT) (or equivalent); and
  - (b) they should possess qualifications from the National Accreditation Authority for Translators and Interpreters Ltd (NAATI) at the professional level (level 3) for all\* languages tested.

\*Note: Centrelink recognises that NAATI proficiency tests may not be available at the required level in some languages. In these cases, Centrelink will negotiate an acceptable arrangement with the Preferred Tenderer. This arrangement will require the Preferred Tenderer to provide a level of assurance in relation to the proposed interpreter's language skills.

## **12. ACCESS TO & CAPACITY TO SELECT & RECRUIT INTERPRETERS**

- 12.1. Tenderers should indicate whether they have access to suitably qualified, professional interpreters, who meet Centrelink's requirements, in the locations and at the times required by Centrelink or whether they will recruit professional interpreters to meet Centrelink's needs.
- 12.2. Tenderers should outline their recruitment strategy to ensure they attract suitably qualified, professional interpreters, who meet the requirements outlined in this RFT, in the locations and at the times required by Centrelink. This strategy should include a maintenance plan to ensure that a viable interpreter service can be provided on an ongoing basis.

**13. MANAGING INTERPRETERS**

- 13.1. The successful Tenderer will be required to manage sessional interpreter services, including without limitation:
- (a) orient and induct interpreters so that they are familiar with Centrelink's business;
  - (b) provide suitably qualified, professional interpreters in the locations and at the times required by Centrelink;
  - (c) provide relief professional interpreters during short and long term absences;
  - (d) provide relief professional interpreters at less than 24 hours notice; and
  - (e) undertake administrative responsibility for the sessional interpreters.
- 13.2. Tenderers should provide details of their process for managing performance issues and complaints.

**14. QUALITY ASSURANCE**

- 14.1. Tenderers should outline their quality assurance program for the services provided by their professional interpreters and detail the assessment methods by which this will be measured. As per Attachment A, Centrelink expects that all professional interpreters will be assessed as "satisfactory" or above.
- 14.2. The successful Tenderer will be required to:
- (a) provide Centrelink with interpreters that:
    - (i) abide by the Code of Ethics issued by AUSIT (or equivalent); and
    - (ii) possess qualifications from NAATI at the professional level (level 3) for all languages tested; or
    - (iii) negotiate an acceptable arrangement with Centrelink (by providing a level of assurance in relation to the proposed interpreter's language skills) in the case of languages where NAATI proficiency tests are not available at the required level.

**15. IMPLEMENTATION AND TRANSITION OUT PLANS**

- 15.1. Tenderers should provide a draft Implementation Plan that, as a minimum, details:
- (a) the resources and processes that will be applied during the first three (3) months of the Contract;
  - (b) key milestones;
  - (c) the implementation team proposed by the Tenderer; and
  - (d) the extent of Centrelink involvement.
- 15.2. Tenderers should provide a draft Transition Out Plan that, as a minimum, details:

- (a) the transition out of Services to Centrelink or its nominee at the expiration or termination of the Contract, in whole or part;
- (b) the approach and timing for the transmission of all Commonwealth information including confidential information, documentation, records and all other things relevant to the management of the Services to the Commonwealth or its nominee;
- (c) the approach and timing for continuity of Service provision to ensure an orderly transition out of Services;
- (d) the approach and timing for systems migration and data transfer;
- (e) the approach and timing for transfer of intellectual property; and
- (f) the approach and timing for communication and liaison with the incoming Service Provider

**16. CORPORATE ABILITY**

16.1. Tenderers should demonstrate their organisation's:

- (a) capacity;
- (b) capability; and
- (c) experience

in the supply, delivery and operational logistics to other entities of services of similar nature, range and size to this RFT.

**17. ORGANISATIONAL STRUCTURE**

17.1. Tenderers should outline how they intend to organise the structure, role and responsibilities of the internal management of their organisation and/or subcontractor group in order to manage any Contract for Centrelink that may be awarded as a result of this RFT.

17.2. Tenderers should provide an Organisational Chart with their response to this RFT.

**18. PRICING**

18.1. The Tenderer must provide details of the prices proposed for providing the services, by completing, in full, without modification to the format, the 'Prices for Services' table in **Annexure B**.

**19. REFERENCES**

19.1. Tenderers should supply the names and full contact details including email address, of at least 3 references (referees) for major projects undertaken within the last 2 years with similar requirements to this RFT to substantiate any claims.

19.2. Tenderers should note that referees may be contacted for supporting statements.

**20. ACCOUNT MANAGEMENT**

20.1. The successful Tenderer, in respect of liaising with Centrelink, will be required to:

- (a) provide and maintain to Centrelink's satisfaction a high standard of account management services; and
  - (b) provide a single point of contact for Centrelink to liaise with.
- 20.2. Tenderers should describe how they propose to provide and implement an Account Management system for Centrelink's accounts including without limitation:
  - (a) a National Account Manager nominated to oversee and manage the sessional interpreter services that Centrelink is seeking through this RFT;
  - (b) the accessibility of its National Account Manager to Centrelink staff between the hours of 8am and 6pm in the relevant time zone;
  - (c) the empowerment given to the National Account Manager, including the necessary authority to action, resolve and deal with a Centrelink enquiry or matter regarding the sessional interpreter services Centrelink is seeking through this RFT; and
  - (d) the National Account Manager's capacity to deal promptly with problems or issues at a local, intrastate and interstate level without the need for referral to other parts of the Tenderer's organisation.

## **21. SERVICE LEVEL AGREEMENT**

- 21.1. It is Centrelink's intention to incorporate a Service Level Agreement (SLA) into any Contract that results from this RFT. This SLA will be an active document altered and improved by agreement of both parties as part of the contracted services to meet difficult or emerging issues.
- 21.2. Tenderers should include in their Tender a summary of the service level monitoring and reporting services they will offer to Centrelink and how they plan to implement and manage the service levels.
- 21.3. Tenderers should state their proposed service level targets, key performance indicators and measures by completing the Service Performance Table at Attachment A. This table currently includes Centrelink's requirements but Tenderers are invited to expand this table to include additional services, performance indicators, measures and targets.

## **22. MANAGEMENT AND EXPENDITURE REPORTING**

- 22.1. Tenderers should demonstrate their ability to provide regular, quality management information and expenditure reports on the sessional interpreter Services. As a minimum, Centrelink expects these reports to be provided quarterly and to include without limitation:
  - (a) details of interpreters on file, including current, new and no longer used;
  - (b) accreditation levels held by interpreters;
  - (c) interpreting activity, including filled and unfilled requests;
  - (d) feedback provided by Centrelink supervisors; and
  - (e) expenditure for the reporting period and to date.

**23. TERM**

- 23.1. Centrelink proposes that the contract for this requirement will have an initial term of 2 years with an option, to be exercised at Centrelink's absolute discretion, to extend for a further one (1) year period under the same terms and conditions as the original contract.

**24. LIAISON**

- 24.1. The successful Tenderer will be required to liaise with the Contract Manager on an as required basis subject to the requirements of clause 20 of this Statement of Requirement.

**25. FUNCTIONAL COMPLIANCE REQUIREMENTS**

**Transition Out**

- 25.1. In the event of a new supplier being appointed to provide sessional interpreter services at the cessation of any contract in the form of the draft Contract being awarded as a result of this RFT, the successful Tenderer must agree to assist with the transition of the Services to the new supplier. This assistance may include, but is not necessarily restricted to:
- (a) providing Centrelink with access to interpreters, for the purpose of advising them of the new contractor; and
  - (b) writing to all interpreters to advise them of the new contractor.

**Interpreter Checks**

- 25.2. Tenderers must undertake such security and other checks as Centrelink may reasonably require of the interpreters they are providing to Centrelink including, as a minimum, police checks. All costs associated with undertaking Police checks must be borne by the Tenderer.

**Advising Centrelink of Interpreters Prior to Deployment**

- 25.3. Tenderers must advise Centrelink of the names of all professional interpreters who will be used on its premises prior to commencement. Centrelink retains the right of refusal on the use of any interpreter.

**Centrelink's Working Environment**

- 25.4. The successful Tenderer will be required to comply with the Acts specified in clause 38 of the draft Contract.
- 25.5. Tenderers must warrant that the professional interpreters they provide for Centrelink use will be similarly covered and they will ensure that these interpreters are aware of these working conditions within Centrelink and thus their responsibilities when working in a Centrelink office.

**Pricing Confirmations**

- 25.6. Tenderers must confirm that they have stated any assumptions they have made when providing prices.

**26. EVALUATION METHODOLOGY**

- 26.1. Centrelink will evaluate a conforming Tender admitted to evaluation (or where Centrelink determines a short list of Tenders, the short listed Tenders) on the basis of assessing whether or not the Tender achieves overall best value for money consistent with Commonwealth purchasing policies.
- 26.2. The Evaluation Committee (EC) will conduct an evaluation.
- 26.3. The evaluation methodology will comprise:

**An initial screening**

- (a) For each Tender, the EC will determine compliance with the:
- (i) 'Minimum Content and Format Requirements' specified in subclause 27.2; and
  - (ii) 'Conditions for Participation' specified in subclause 29.2.

A failure to meet either the Minimum Content and Format Requirements or the Conditions for Participation will result in Centrelink removing the Tender from further consideration.

**A detailed evaluation**

- (b) For each Tender that passes the initial screening, the EC will examine:
- (i) each Tenderer's claims against the Evaluation Criteria specified at clause 30 and make a comparative assessment of the ability of each Tenderer to meet each criterion. Where price is an Evaluation Criterion, it will be taken into account at this time. Where price is not an Evaluation Criterion, the results of the non-price criteria (technical worth) evaluation will be combined with a financial analysis to determine which Tenders have the greatest intrinsic merit or benefit, in proportion to their price;
  - (ii) the risks to the Commonwealth associated with any departure proposed by the Tenderer to the terms and conditions contained in the draft Contract.

Centrelink may consider any additional information included in the Tender and may assess the risk to Centrelink of engaging the Tenderer, or any Tenderer.

**27. MINIMUM CONTENT AND FORMAT REQUIREMENTS**

- 27.1. Subject to clause 28, Centrelink will exclude a Tender from further consideration where the minimum content and format requirements detailed in subclause 27.2 below have not been met.
- 27.2. The Tenderer must ensure that its Tender:

**Minimum Content Requirements**

- (a) contains completed RFT Annexures without modification to the format; and

**Minimum Format Requirements**

- (b) meets the following presentation requirements:
  - (i) all language, including in all attachments and supporting technical data, is written in English;
  - (ii) unless otherwise specified in the Statement of Requirement, all measurement is expressed in Australian legal units of measurement; and
  - (iii) all prices are stated in Australian dollars.

**28. UNINTENTIONAL ERRORS OF FORM**

- 28.1. If Centrelink considers that there are unintentional errors of form in a Tender, Centrelink may ask the Tenderer to correct or clarify the error, but will not permit any material alteration or addition to the Tender.
- 28.2. An unintentional error of form is an error that Centrelink is satisfied:
  - (a) represents incomplete information not consistent with the Tenderer's intentions and, if relevant, capabilities at the time the Tender was lodged; and
  - (b) does not materially affect the competitiveness of the Tenderer's bid.

**29. CONDITIONS FOR PARTICIPATION**

- 29.1. Conditions for participation are mandatory requirements specified in subclause 29.2 below that Tenderers must meet for their Tender to be considered. Failure to meet a Condition for Participation will result in the Tender being rejected.
- 29.2. Conditions for participation are:
  - (a) The Tenderer must have the ability to provide suitably qualified, professional interpreters who meet Centrelink's requirements in the locations and at the times required by Centrelink;
  - (b) The Tenderer must manage and administer the sessional interpreters; and
  - (c) The Tenderer must have in place a quality assurance process.

**30. EVALUATION CRITERIA**

**Highly Desirable Criteria**

- 30.1. The following criteria are Highly Desirable and are important to the solution and should be highly regarded but they may not be integral or critical to the overall solution. Any failure to provide this information will greatly diminish the potential scoring ability of the Tender overall:
  - (a) **Criterion 1:** Demonstrated evidence that the Tenderer is able to provide suitably qualified, professional interpreters who meet Centrelink's requirements in the locations and at the times required by Centrelink.
  - (b) **Criterion 2:** Demonstrated evidence that the Tenderer has the ability to manage and administer sessional interpreters, including their capacity to:

- (i) orient and induct interpreters so that they are familiar with Centrelink's business;
  - (ii) provide relief professional interpreters during short and long term absences generally at less than 24 hours notice;
  - (iii) provide a maintenance plan to ensure that a viable interpreter service can be provided on an ongoing basis;
  - (iv) maintain flexibility in order to cater for changes in Centrelink's sessional interpreter requirements, particularly in regards to languages, locations and times; and
  - (v) manage performance issues and complaints.
- (c) **Criterion 3:** Demonstrated evidence that the Tenderer has in place a quality assurance program for the services provided by their professional interpreters.
- (d) **Criterion 4:** Demonstrated evidence that interpreters possess qualifications from the National Accreditation Authority for Translators and Interpreters Ltd (NAATI) at the professional level (level 3) for all\* languages tested and agree to abide by the Code of Ethics issued by AUSIT (or equivalent).
- \*Note: Centrelink recognises that NAATI proficiency tests may not be available at the required level in some languages. In these cases, Centrelink will negotiate an acceptable arrangement with the successful Tenderer. This arrangement will require the Preferred Tenderer to provide a level of assurance in relation to the proposed interpreter's language skills.
- (e) **Criterion 5:** Price. The Tenderer should provide details of the prices proposed for providing the services, by completing, in full, without modification to the format, the 'Prices for Services' table in **Annexure B**.
- (f) **Criterion 6:** Tenderers should indicate their compliance with each of the Functional Compliance Requirements described in Clause 25 of this RFT.

**Desirable Criteria**

30.2. The following criteria are Desirable and are an expressed wish or request that Centrelink has a preference for obtaining within the solution but the solution could be acceptable and/or sound without the particular elements. Any failure to provide this information may diminish the potential scoring ability of the Tender overall:

- (a) **Criterion 7:** Demonstrated evidence of an effective Account Management System. Tenderers should describe how they propose to provide and implement an Account Management system for Centrelink's accounts including:
- (i) a National Account Manager nominated to oversee and manage the sessional interpreter services that Centrelink is seeking through this RFT;
  - (ii) the accessibility of its National Account Manager to Centrelink staff between the hours of 8am and 6pm in the relevant time zone;
  - (iii) the empowerment given to the National Account Manager, including the necessary authority to action, resolve and deal with a Centrelink

enquiry or matter regarding the sessional interpreter services Centrelink is seeking through this RFT; and

- (iv) the National Account Manager's capacity to deal promptly with problems or issues at a local, intrastate and interstate level without the need for referral to other parts of the Tenderer's organisation.

- (b) **Criterion 8:** Demonstrated evidence of the service level monitoring and reporting services the Tenderer will offer to Centrelink including:

- (i) how they plan to implement and manage the service levels;
- (ii) service level targets; and
- (iii) key performance indicators and measures.

Tenderers can satisfy this criterion by completing the Service Performance Table at Attachment A. This table currently includes Centrelink's requirements but Tenderers are invited to expand this table to include additional services, performance indicators, measures and targets. This table is subject to negotiation between Centrelink and the preferred Tenderer(s).

- (c) **Criterion 9:** Demonstrated evidence of the Tenderers management and expenditure reporting ability. Tenderers should explain how they propose to provide regular, quality management information and expenditure reports on the sessional interpreter Services. As a minimum, Centrelink expects these reports to be provided quarterly and to include:

- (i) details of interpreters on file, including current, new and no longer used;
- (ii) accreditation levels held by interpreters;
- (iii) interpreting activity, including filled and unfilled requests;
- (iv) feedback provided by Centrelink supervisors; and
- (v) expenditure for the reporting period and to date.

- (d) **Criterion 10:** Referees. Tenderers should supply the name and full contact details including email address, of at least 3 references (referees) for major projects undertaken within the last 2 years with similar requirements to this RFT.

## **31. SUPPORTING MATERIAL**

- 31.1. Subject to any limitations specified in this RFT, the Tenderer may provide such supporting material as the Tenderer considers appropriate. Such material may be considered by Centrelink but may not necessarily be taken to form part of the Tender for evaluation purposes.

## **32. CLARIFICATION**

- 32.1. If Centrelink requires clarification of information contained in a Tender, such clarification will be requested in writing. Centrelink will not accept information provided in response to a request for clarification if that information alters the original Tender in any material respect. Failure to supply clarification to the

satisfaction of Centrelink may render the Tender liable to rejection. Where Centrelink issues a request for clarification, Tenderers should:

- (a) respond to any request for clarification within the time period specified by Centrelink;
- (b) ensure that the clarifying information provided answers Centrelink's enquiry and is fully consistent with the Tender submitted by the Tenderer; and
- (c) not seek to change any aspect of their Tender by providing additional information to Centrelink.

32.2. Centrelink may require the Tenderer to submit similar information to that required by this RFT in respect of any proposed sub-contractors.

32.3. If the Tenderer requires a clarification of the meaning of any part of the RFT, it should request a clarification by directing an enquiry in writing to the Centrelink Contact Officer.

**33. AUSTENDER, THE AUSTRALIAN GOVERNMENT TENDER SYSTEM**

- 33.1. AusTender is the online tendering system for Australian Government Agencies. AusTender allows Tenderers to download Tender documentation and upload Tender responses. Tenderers must first register with AusTender at <https://www.tenders.gov.au>.
- 33.2. Access to and use of AusTender is subject to terms and conditions. Tenderers must agree to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender.
- 33.3. It is the responsibility of Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither Centrelink nor the Commonwealth take any responsibility for any problems arising from Tenderers' infrastructure and/or Internet connectivity.
- 33.4. Tenderers must inform themselves concerning all security measures and other aspects of the AusTender technical environment. Tenderers must make their own assessment of the AusTender system prior to using it for any matter related to this RFT and no responsibility will be accepted by Centrelink arising in respect of any use or attempted use by any party of AusTender.

**34. REGISTERED TENDERERS AND NOTICES**

- 34.1. In the event that Centrelink elects to vary, supplement or clarify this RFT prior to the Closing Time, it will make reasonable efforts to inform Tenderers in accordance with this clause 34.
- 34.2. Tenderers may be informed by notices and other information (eg. Frequently Asked Questions) issued as addenda posted on this Request for Tender page on AusTender.
- 34.3. AusTender will notify tenderers who have registered and downloaded the Tender documentation via email of any addenda issuance. It is in the interest of Tenderers to ensure they have correctly recorded their contact details prior to downloading Tender documentation. If Tenderers have not recorded their details correctly, they should amend their details and download the Tender documentation again.
- 34.4. Tenderers are required to log in to AusTender and collect addenda as notified.
- 34.5. The Commonwealth will accept no responsibility if a Tenderer fails to become aware of any addendum notice which would have been apparent from a visit to the AusTender page for this RFT.
- 34.6. Each addendum forms part of the RFT upon issue.
- 34.7. A Tender may be rejected if the Tenderer does not acknowledge receipt of all addenda as required in Annexure E.
- 34.8. If a Tenderer has obtained Tender documentation other than from AusTender, they must visit AusTender, register as a user and download the Tender documentation for this RFT.

**35. AUSTENDER HELP DESK**

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

AusTender Help Desk  
Telephone: 1300 651 698  
Email: [tenders@finance.gov.au](mailto:tenders@finance.gov.au)

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

**36. TENDER CLOSING TIME AND DATE**

- 36.1. Tenders must be lodged before **14:00 hours (2pm)** local time in the ACT on **Monday 25 February 2008**, the 'Closing Time'.
- 36.2. The time displayed on AusTender is deemed to be the correct time and will be the means by which Centrelink will determine that Tenders have been lodged by the Closing Time.
- 36.3. The judgement of Centrelink as to the time a Tender has been lodged will be final.
- 36.4. Centrelink may extend the Closing Time at its sole and absolute discretion, and will issue an addendum notifying any decision to extend.

**37. ELECTRONIC LODGEMENT**

- 37.1. Tenders must be lodged electronically via AusTender, at <https://www.tenders.gov.au> before the Tender Closing Time and in accordance with the Tender lodgement procedures set out in Clause 40 and on AusTender.
- 37.2. Tenders lodged by any other means, including by hand, facsimile or email, will not be considered.
- 37.3. Where there is any inconsistency between the Tender lodgement procedures set out on AusTender and those set out in this RFT, this RFT will prevail.
- 37.4. If, after submission of a Tender, a Tenderer becomes aware of any discrepancy, error or omission in the Tender and wishes to lodge a correction or additional information, it must provide the correction or additional information in writing prior to the RFT Closing Time.
- 37.5. Lodgement of Tenders on time is entirely the Tenderer's responsibility.

**38. PREPARING TO LODGE A TENDER****Virus Checking**

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

**Tender File Formats, Naming Conventions and Sizes**

- 38.2. Tenderers must lodge their Tender in accordance with the requirements set out in this clause 38 for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the Tender not uploading successfully and/or may eliminate the bid from consideration.
- 38.3. Centrelink will accept Tenders lodged in Microsoft Word®, Microsoft Excel®, Adobe® Acrobat® PDF or other format as agreed by the Contact Officer specified in clause 44.
- 38.4. The Tender file name/s must:
- (a) incorporate the Tenderer's company name;
  - (b) reflect the various parts of the bid they represent, where the Tender comprises multiple files;
  - (c) not include spaces, non-alpha/numeric characters and symbols; and
  - (d) not exceed 20 characters.
- 38.5. Tender files:
- (a) must not exceed a combined file size of 5 megabytes per upload;
  - (b) should be uploaded from a high level directory on a Tenderer's desktop, so as not to impede the upload process; and
  - (c) should be zipped (compressed) together for transmission to AusTender.
- 38.6. AusTender will accept up to a maximum of five files in any one upload of a Tender. Each upload should not exceed the combined file size limit of 5 megabytes. If an upload would otherwise exceed 5 megabytes, the Tenderer should either:
- (a) transmit the Tender files as a compressed (zip) file not exceeding 5 megabytes; and/or
  - (b) lodge the Tender in multiple uploads ensuring that each upload does not exceed 5 megabytes and clearly identify each upload as part of the Tender.
- 38.7. If a Tender consists of multiple uploads, due to the number of files or file size, Tenderers should ensure that transmission of all files is completed before the Closing Time.
- 38.8. Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference. All supporting material that is not directly related to this request for Tender should be provided either by:
- (a) a web link sent to the Contact Officer's e-mail address; or
  - (b) by CD-ROM sent to an address provided by the Contact Officer on request,
- which must be received by Centrelink within 2 business days following the Closing Time or within such further period agreed by the Contact Officer.

**39. SCANNED OR IMAGED MATERIAL, INCLUDING STATUTORY DECLARATIONS**

- 39.1. Scanned images of signed and/or initialled pages within the Tender, including Statutory Declarations and Deeds of Confidentiality, where they are required, are permitted so long as the total file size does not exceed the 5 megabyte limit. The use of scanned or imaged material, where it expands the Tender file size beyond the 5-megabyte limit per upload, is prohibited. Such material may be provided separately via CD-ROM in accordance with clause 38.8.

**40. LODGEMENT PROCESS**

- 40.1. Before submitting an electronic Tender, Tenderers must:
- (a) ensure their technology platform meets the minimum requirements identified on AusTender;
  - (b) refer to AusTender's Help guidance, if required, on uploading Tenders;
  - (c) take all steps to ensure that the Tender is free from anything that might reasonably affect useability or the security or operations of AusTender and/or Centrelink's computing environment;
  - (d) ensure that the Tender does not contain links in spreadsheets to other spreadsheets not included in the Tender, macros, script or executable code of any kind unless that specific material has previously been approved in writing by Centrelink; and
  - (e) ensure that the Tender complies with all file type, format, naming conventions, size limitations or other requirements specified in clause 38 or otherwise advised by Centrelink or required by AusTender.
- 40.2. Tenderers must allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Time.
- 40.3. Tenderers should be aware that holding the "Lodge a Response" page in the web browser will not hold the electronic Tender box open beyond the Closing Time. An error message will be issued if the lodgement process is attempted after the Closing Time.
- 40.4. Tenders lodged through AusTender will be deemed to be authorised by the Tenderer.
- 40.5. If Tenderers have any problem in accessing the AusTender website or uploading a Tender they must contact the AusTender Help Desk (contact details at clause 35) prior to the Closing Time.

**41. LATE TENDERS, INCOMPLETE TENDERS AND CORRUPTED FILES**

- 41.1. AusTender will not permit any attempt to lodge a Tender after the Closing Time. Such a Tender will be deemed to be a Late Tender.
- 41.2. Where electronic submission of a Tender has commenced prior to the Closing Time but concluded after the Closing Time, and upload of the Tender file/s has completed successfully, as confirmed by AusTender system logs, the Tender will not be deemed to be a Late Tender. Such Tenders will be identified by AusTender to

Centrelink as having commenced transmission prior to, but completed lodgement after, Closing Time.

- 41.3. Where a Tender lodgement consists of multiple uploads, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the Closing Time and clause 41.2 will only apply to the final upload.
- 41.4. Late Tenders, incomplete Tenders, including those with electronic files that cannot be read or decrypted, Tenders which Centrelink believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of AusTender and/or Centrelink's computing environment, will be excluded from evaluation.

## **42. PROOF OF LODGEMENT**

- 42.1. When a Tender lodgement has successfully completed, an official receipt is provided on screen. The on-screen receipt will record the time and date the Tender was received by AusTender and will be conclusive evidence of successful lodgement of a Tender. It is essential that Tenderers save and print this receipt as proof of lodgement. A separate email confirming receipt of the Tender will also be automatically dispatched to the email address of the registered user whose details were recorded at login.
- 42.2. Failure to receive a receipt means that lodgement has not completed successfully. Where AusTender has issued no receipt, the attempted lodgement will be deemed to have been unsuccessful. Tenderers should refer to Clauses 40.2 and 41.4.

## **43. AUSTENDER SECURITY**

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

**44. CENTRELINK CONTACT OFFICER**

44.1. All enquiries in relation to this RFT must be:

- (a) in writing; and
- (b) directed to, and only to:

Carl Moon  
Contract Manager

Email: [Sessional.Interpreters@centrelink.gov.au](mailto:Sessional.Interpreters@centrelink.gov.au)

(‘Centrelink Contact Officer’)

**45. COSTS OF TENDERING**

45.1. The costs and expenses incurred by the Tenderer in responding to this RFT are the responsibility of the Tenderer.

**46. EFFECT OF THIS SECTION**

46.1. Any omission or failure to meet the requirements set out in this RFT may result in the Tender not being considered, or not being further considered.

**47. ACKNOWLEDGEMENT AND DISCLAIMER**

- 47.1. This RFT is issued subject to these Tender Conditions.
- 47.2. No contractual undertaking, including in relation to the evaluation and assessment of any Tender, is given by Centrelink other than by acceptance of a Tender in accordance with this RFT.
- 47.3. Subject to the Compliance Statement, the Tenderer acknowledges by lodging a Tender that it accepts the terms of these Tender Conditions.
- 47.4. All information (whether written, oral or in any other form) which has been and may subsequently be made available to the Tenderer is provided on the following conditions:
- (a) Tenderers must register their contact details on the AusTender website;
  - (b) in deciding to lodge or not lodge a Tender or in the interpretation of this RFT, the Tenderer does not rely on:
    - (i) any representation (whether oral or in writing) other than as expressed in this RFT; or
    - (ii) other conduct of Centrelink, or any of its officers, employees, advisers or agents;
  - (c) although believed to be accurate as at the date of this RFT, any information contained in this RFT may change;
  - (d) where any such information relates to future matters, no steps have been taken to verify that the information is based upon reasonable grounds, and no representation or warranty, expressed or implied, is made by Centrelink, or any of its officers, employees, agents or advisers that the statements contained in this RFT will be achieved;
  - (e) this document is designed to reflect and summarise information concerning Centrelink's requirement only and is not a comprehensive description of it;
  - (f) neither the delivery of the RFT nor any agreement made subsequent to this RFT will imply that there has been no material change since the date of this document or since the date as at which any information contained in this RFT is stated to be applicable;
  - (g) except as required by law and only to the extent so required, Centrelink and its respective officers, employees, agents and advisers will not be liable to any person or body for any loss, damage, cost or expense arising from any information or representations, actual or implied, contained in or omitted from this RFT, or by reason of any reliance by any person or body on any such information or representation; and
  - (h) the Tenderer should seek its own professional advice as appropriate and should not construe this RFT as investment, legal or tax advice.

**48. TENDERER TO INFORM ITSELF**

- 48.1. The Tenderer acknowledges that it is deemed to have:

- (a) examined this RFT, any documents referred to in it, and any other information made available in writing by Centrelink to Tenderers for the purpose of tendering;
- (b) examined all further information which is obtainable by the making of reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;
- (c) satisfied itself as to the correctness and sufficiency of its Tender, including its tendered prices; and
- (d) examined the AusTender Terms of Use which are obtainable on the AusTender website ([www.tenders.gov.au](http://www.tenders.gov.au)).

#### **49. CENTRELINK'S RIGHTS**

49.1. Centrelink reserves the right, in its absolute discretion, to:

- (a) vary the terms of this RFT, or the structure, requirements or process referred to in this RFT;
- (b) vary the timing referred to in this RFT;
- (c) determine, at any stage after the Tender closing date, a short list of Tenders;
- (d) cease, suspend or vary the RFT process, where this is in the public interest;
- (e) provide additional information to all Tenderers;
- (f) cancel or amend the information or requirements set out in this RFT;
- (g) seek additional information or clarification from any Tenderer (including its subcontractors or agents);
- (h) seek and/or contact any contacts or referees other than those proposed by Tenderers;
- (i) select and negotiate with more than one Tenderer; and
- (j) enter into a contract on terms different to that specified in this RFT.

49.2. Centrelink will not be liable or in any way responsible for any loss, damage, cost or expense incurred by the Tenderer because Centrelink:

- (a) exercises any rights referred to in clause 49.1; or
- (b) fails to inform the Tenderer of the exercise of rights under Clause 49.1.

#### **50. OWNERSHIP OF TENDERS AND TENDER DOCUMENTS**

50.1. The Tenderer agrees that the Tender submitted to Centrelink become the property of Centrelink and that Centrelink may make further copies of, and use, the Tender for the purposes of evaluating the Tender and, if necessary, preparing a contract. However, intellectual property in the information contained in a Tender will not pass to Centrelink simply by virtue of submission of that Tender.

**51. NO BINDING RELATIONSHIP**

51.1. It is not intended by Centrelink or the Tenderer that the issue of the RFT or any response to it creates a legal relationship or obligation in respect of:

- (a) the process to be followed; or
- (b) entering into a contract with the Tenderer.

**52. PUBLIC STATEMENTS**

52.1. The Tenderer must not make any public statements in relation to this RFT or any subsequent agreement arising from this RFT without the prior written permission of Centrelink.

**53. PROBITY OF TENDERS**

53.1. The Tenderer must not:

- (a) lodge a Tender that contains false or misleading claims or statements;
- (b) lodge a Tender that has been compiled with the:
  - (i) improper assistance of employees or ex-employees of the Commonwealth, or contractors or ex-contractors of the Commonwealth, or
  - (ii) utilisation of information unlawfully obtained from the Commonwealth;
- (c) engage in collusive tendering, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgement of its Tenders; or
- (d) violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the preparation of its Tender.

**54. CONFIDENTIAL INFORMATION**

54.1. Centrelink undertakes to keep confidential any Confidential Information provided to Centrelink by Tenderers prior to the award of contract and, in respect of unsuccessful Tenderers, after contract award.

54.2. The obligation of confidentiality in clause 54.1 does not apply if the Confidential Information:

- (a) is disclosed by Centrelink to its advisers or employees solely in order to consider the Tender responses;
- (b) is disclosed by Centrelink to its Ministers;
- (c) is disclosed by Centrelink, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (d) is authorised or required by law to be disclosed; or
- (e) is in the public domain otherwise than due to a breach of clause 54.1.

- 54.3. Centrelink will agree to keep confidential any specific information provided under, or in connection with, the Contract where it is appropriate to do so having regard to the matters covered by the Commonwealth's Guidance on Confidentiality of Contractors' Commercial Information, which can be located at:  
[http://www.finance.gov.au/procurement/confidentiality\\_contractors\\_info.html](http://www.finance.gov.au/procurement/confidentiality_contractors_info.html).
- 54.4. To enable Centrelink to consider whether it agrees to keep specific information confidential, Tenderers must include any request that information is to be treated as confidential in Annexure H, specifying the information and giving reasons why it is necessary to keep the information confidential following the award of a contract to it.
- 54.5. Centrelink will consider any request made under clause 54.4 and will inform the Tenderer whether or not Centrelink, in its sole discretion, agrees to the request and the terms under which it agrees.
- 54.6. The terms of any agreement will form part of the contract to be awarded at the completion of the tender process.

## **55. AUSTRALIAN NATIONAL AUDIT OFFICE**

- 55.1. The attention of Tenderers is drawn to the *Auditor-General Act 1997 (Cth)*, which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.
- 55.2. In addition to the Auditor-General's powers under the *Auditor-General Act 1997 (Cth)*, if the Tenderer is chosen to enter into a contract, the Tenderer will be required to provide the Auditor-General or an authorised person, access to information, documents, records and Centrelink 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 Contract. Such access will apply for the term of the Contract and for a period of seven (7) years from the date of expiration or termination.
- 55.3. 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.

## **56. ACCEPTANCE AND DEBRIEFING**

- 56.1. Neither the lowest priced Tender, nor any Tender, will necessarily be accepted by Centrelink.
- 56.2. Centrelink may accept the whole or any part of the Tenderer's offer.
- 56.3. Despite the evaluation of Tenders in accordance with this RFT resulting in the selection of a preferred Tenderer, the acceptance of any Tender by Centrelink is subject to the execution of a contract, in a form acceptable to Centrelink, between the preferred Tenderer and Centrelink.
- 56.4. If the Tender is unsuccessful, the Tenderer will be notified and offered an opportunity for a debriefing. If the Tenderer requests a debriefing, it should contact the Centrelink Contact Officer to arrange a suitable time.

**57. DEALING WITH COMPLAINTS**

- 57.1. If a Tenderer has a complaint about the procurement process, it must in the first instance contact the Centrelink Contact Officer specified in clause 44.
- 57.2. The Tenderer agrees to Centrelink applying the following procedures to resolve any complaint:
- (a) the Contact Officer will review the complaint with a view to finding a simple solution to appropriately resolve the complaint;
  - (b) if the complaint remains unresolved Centrelink will appoint a committee with members independent of the RFT process to address the complaint; and
  - (c) if the complaint remains unresolved after consideration by the committee, the matter will be referred to a mutually acceptable mediator for further action.
- 57.3. If the parties through the mediator fail to reach agreement, the Tenderer may pursue the matter through the Australian civil legal system.

**58. GENERAL INSTRUCTIONS**

- 58.1. Each of the Annexures to this RFT must be completed in full by the Tenderer and lodged in AusTender as part of its Tender, in accordance with clause 37 of the Tender Requirements of this RFT.

**59. ANNEXURE A - INSTRUCTIONS**

- 59.1. The Tenderer must provide, by completing the relevant parts of **Annexure A**, the following information:
- (a) details of the description and status of the Tenderer as a legal entity;
  - (b) details of the person who is the point of contact for the purposes of communications between Centrelink and the Tenderer during this RFT;
  - (c) details of any specified personnel it intends to utilize in providing the services;
  - (d) details of any subcontractors it intends to utilise in providing the services; and
  - (e) details about the Tenderer's insurance in respect of the requirements of the draft Contract applying to the provision of the services.
- 59.2. Persons or organisations wishing to tender as a consortium must;
- (a) nominate a single legal entity offering to contract with Centrelink as the prime contractor in the Tenderer Entity Details table in **Annexure A**; and
  - (b) include in the relevant part of **Annexure A** the details of all members of the consortium who will be sub-contractors to the prime contractor if the Tender is accepted.

**60. ANNEXURE B - INSTRUCTIONS**

- 60.1. The Tenderer must provide details of the prices proposed for providing:
- (a) the services, by completing, in full, the 'Prices for Services' table in **Annexure B**; and
  - (b) any additional services, by completing, in full, the 'Prices for Additional Services' table in **Annexure B**.
- 60.2. When proposing prices, the Tenderer must:
- (a) where GST is applicable to services which are 'taxable supplies' within the meaning of the GST Act;
  - (b) ensure that prices are GST inclusive;
  - (c) separately identify the amount of GST payable on those services in the price tables in **Annexure B**; and
  - (d) where costs and expenses (including any foreign and domestic direct or indirect taxes, duties or charges) will be incurred by entering into or performing any contract resulting from this RFT, absorb those costs and expenses in the prices.

- 60.3. Where instalment or milestone payments are specified in, or allowed by, the Statement of Requirement, the Tenderer must submit details of proposed payments in the 'Schedule of Instalments or Milestone Payments' in **Annexure B**. The Schedule must specify the amount and the time of any instalment or milestone payment, the planned dates for achievement of milestones and show how they relate to the Tenderer's anticipated work progress and cash flow under the draft Contract.
- 60.4. Tender prices must not vary according to the mode of payment or alter during the period of tender validity specified in the Declaration by the Tenderer in Annexure I.

**Discounts**

- 60.5. The Tenderer should note the Commonwealth's standard 30 day period for the payment of invoices and the proposed term of the contract as specified in the draft Contract attached.
- 60.6. The Tenderer must state in the place provided in the Pricing Schedule at **Annexure B** any discount it is prepared to allow for payment within the standard 30-day period for payment of invoices.
- 60.7. The Tenderer may propose an alternative term in addition to the specified term set out in the draft Contract but must indicate any consequent changes to prices in the Pricing Schedule at **Annexure B**.

**Electronic Trading**

- 60.8. The Commonwealth Government requires its Departments and Agencies, where possible, to trade with and to effect payments to suppliers electronically. Centrelink will pursue electronic trading either with suppliers individually or through selected eMarketplaces. Unless exceptional circumstances exist (e.g. where the Tenderer has limited access to banking facilities in remote areas), payments made by Centrelink will be through electronic funds transfer directly into a bank account nominated by the Tenderer. The Tenderer must state its ability and willingness to comply with this requirement in the space provided in **Annexure B**.

**61. ANNEXURE C - INSTRUCTIONS**

- 61.1. The Tenderer must supply a response at **Annexure C** to each of the Evaluation Criteria listed at clause 30 of the RFT. The responses provided will be crucial to the evaluation of the Tender. If insufficient space is provided, the Tenderer should use an extra page, or pages, to provide complete responses.

**62. ANNEXURE D - INSTRUCTIONS**

- 62.1. The Tenderer must state in its Tender whether it complies with the Tender Requirements, the Statement of Requirement, the Tender Conditions and the draft Contract in the format of the Statement of Compliance specified in **Annexure D**.
- 62.2. The Tenderer must respond to the Statement of Compliance using the following terminology, defined as:
- **Complies.** In the case of a paragraph or clause that is of an informative nature only, 'complies' means that the paragraph or clause has been read and understood. In the case of a paragraph or clause that would impose a

contractual condition or obligation, 'complies' means that the Tenderer makes its offer on that condition or under that obligation. In the case of a paragraph or clause that specifies a characteristic or performance to be met by the services to be provided, 'complies' means that the offer is to provide the requirement as specified.

- **Does Not Comply.** This means that the complete contractual condition, obligation, characteristic or performance requirement imposed by the paragraph or clause would not be met by the offer.
- **Partially Complies.** This means that the contractual condition, obligation, characteristic or performance requirement imposed by the paragraph or clause can be substantially met by the offer, subject to certain qualifications.
- **Exceeds Requirements.** This means that the offer would provide services of greater value to Centrelink than those specified in the paragraph or clause.
- **Not Applicable.** Due to the nature of the offer, or of the Tenderer, the question of adherence to the paragraph or clause does not arise.

62.3. If the Tenderer indicates in its response that it 'Does Not Comply' or 'Partially Complies' to a section, paragraph or clause of this RFT, the reason for the non-compliance or partial compliance, and the extent of the partial compliance, must be stated.

62.4. The Tenderer must also provide details where the Tenderer states that its offer, or any part of its offer, 'Exceeds Requirements'.

62.5. If a Tenderer does not indicate that it 'Does Not Comply' or 'Partially Complies' in relation to any matter that may relate to a subsequent contractual relationship, Centrelink will presume that the Tenderer will agree to sign a contract containing conditions that reflect those matters without amendment.

62.6. If in negotiations the assumptions in clause 62.5 are not the case, the Tender may be rejected and Centrelink may cancel those negotiations without notice.

### **63. ANNEXURE E - INSTRUCTIONS**

63.1. The Tenderer must acknowledge receipt of all addenda with its Tender by completing and submitting **Annexure E**.

### **64. ANNEXURE F - INSTRUCTIONS**

64.1. To enable Centrelink to consider the effects of any actual or potential conflict of interest, the Tenderer must complete **Annexure F** and either:

- (a) warrant, at the time of lodging its Tender, that no actual or potential conflict of interest exists which could affect the performance of obligations if the Tenderer were to enter into the draft Contract and agree to notify Centrelink if any actual or potential conflict of interest subsequently arises; or
- (b) disclose details of any actual or potential conflict of interest that could affect the performance of obligations if the Tenderer were to enter into the draft Contract.

- 64.2. Centrelink may regard any participant in a consortium who separately Tenders or participates in another consortium tendering in response to this RFT as being in conflict of interest.
- 64.3. If the Tenderer has or may have an actual or potential conflict of interest, Centrelink may, at its discretion:
- (a) exclude the Tender from further consideration; or
  - (b) impose conditions on the Tenderer for the management of the actual or potential conflict of interest.
- 64.4. If the Tenderer is unable or unwilling to comply with the conditions imposed under clause 64.3 or otherwise resolve the actual or potential conflict of interest in a manner satisfactory to Centrelink, Centrelink may then exclude the Tender from further consideration.

**65. ANNEXURE G - INSTRUCTIONS**

- 65.1. All suppliers of property and services to the Commonwealth must comply with, and not be in breach of, the requirements of applicable legislation, and in particular the:
- (a) *Crimes Act 1914*;
  - (b) *Criminal Code*;
  - (c) *Racial Discrimination Act 1975*;
  - (d) *Sex Discrimination Act 1984*;
  - (e) *Privacy Act 1988*;
  - (f) *Disability Discrimination Act 1992*;
  - (g) *Equal Opportunity for Women in the Workplace Act 1999*.
- 65.2. The Tenderer must state in **Annexure G** whether or not the Tenderer or its subcontractors (if any):
- (a) are aware that it or they are under investigation in relation to a possible or actual breach of applicable legislation;
  - (b) are the subject of any court proceedings that are pending or have been instituted in relation to any possible or actual breach of applicable legislation; or
  - (c) are currently named as not complying with the *Equal Opportunity for Women in the Workplace Act 1999*,
- and provide details of any such investigation, court proceedings or non-compliance.
- 65.3. The Tenderer must also state in **Annexure G** whether it is non-compliant with any other Commonwealth policies such as private sector employment and training opportunities for Indigenous Australians and Occupational Health and Safety requirements.

**66. ANNEXURE H - INSTRUCTIONS**

- 66.1. The Tenderer must identify in **Annexure H** any information it will be providing at any time to Centrelink that the Tenderer considers should be protected as confidential information. The Tenderer must provide legally sustainable reasons why this information should be protected as confidential information and the period in which the information remains confidential.

**67. ANNEXURE I - INSTRUCTIONS**

- 67.1. The Tenderer must insert the Tenderer's details to complete the declaration at **Annexure I**. By completing and lodging this declaration through AusTender, the Tenderer is providing an electronic signature in accordance with the *Electronic Transactions Act 1999* and corresponding state and territory acts.

**68. ANNEXURE J - INSTRUCTIONS**

- 68.1. The Tenderer must complete the Checklist at **Annexure J** and submit that as the coversheet to the Tender.

**69. IF INSUFFICIENT SPACE ON ANNEXURE PAGES**

- 69.1. Any information, which the Tenderer is required or wishes to provide for which there is insufficient space in the Annexures, may be included on additional pages identifying and attached to the Annexures to which they relate.

**TENDERER'S DETAILS**

To be read in conjunction with the Tenderer Response and the Tender Conditions.

**Tenderer Entity Details**

| DETAIL REQUIRED                                                                                                                                                                                                                                                                                        | TENDERER'S RESPONSE                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tenderer's Legal Entity Type:</b><br><br>[indicate entity type]                                                                                                                                                                                                                                     | <input type="checkbox"/> Individual/sole trader<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Company<br><input type="checkbox"/> Other entity type (provide details)<br><br>..... |
| <b>Tenderer Name</b><br><br>[This must be the name of the legal person (entity) making the Tender. This will also be the name of the contracting party if the Tender is successful and a contract ensues from this process.]                                                                           |                                                                                                                                                                                                          |
| <b>Australian Business Number (ABN)</b><br><br>[If the Tenderer's business is an entity registered on the Australian Business Register, then the ABN used by the business must be given.]                                                                                                              |                                                                                                                                                                                                          |
| <b>Australian Company Number (ACN)</b><br><br>[If the Tenderer is a company then the ACN must be given unless the number also appears in the ABN given above.]                                                                                                                                         |                                                                                                                                                                                                          |
| <b>Registered Business Name</b><br><br>[If the Tenderer's business is carried on under a name registered under the business names register kept under the law of a State or Territory of Australia, then that name should be given.]                                                                   |                                                                                                                                                                                                          |
| <b>Registered Business Number (RBN)</b><br><br>[If the Tenderer's business is an entity registered under the business names register kept under the law of a State or Territory of Australia, then each RBN used by the business must be given in respect of each State or Territory of registration.] |                                                                                                                                                                                                          |
| <b>Trustee Status</b><br><br>[If the Tenderer is tendering in respect of a business carried on by it as a trustee, then the name of the relevant trust should be given.]                                                                                                                               |                                                                                                                                                                                                          |
| <b>Registered Business Address</b><br><br>[This needs to be the official address in respect of the legal person (entity) making the tender. If the Tenderer is carrying on business under a business name, it may be the address registered in respect of the business.]                               |                                                                                                                                                                                                          |

## Tenderer Contact

|                        |  |
|------------------------|--|
| <b>Name:</b>           |  |
| <b>Position/Title:</b> |  |
| <b>Address:</b>        |  |
| <b>Phone Number:</b>   |  |
| <b>Fax Number:</b>     |  |
| <b>E-mail:</b>         |  |

**Details of Consortium Members (if any)**

**Specified Personnel**

Provide details of any specified personnel who will be used for the supply of the requirement.

| Specified Personnel (if any) | Position | Activity | Experience |
|------------------------------|----------|----------|------------|
|                              |          |          |            |
|                              |          |          |            |
|                              |          |          |            |
|                              |          |          |            |
|                              |          |          |            |
|                              |          |          |            |

**Subcontractors**

Provide details of any subcontractors the Tenderer may wish to utilise for the supply of major elements of the requirement.

| Subcontractors (if any) | ACN | RBN | ABN |
|-------------------------|-----|-----|-----|
|                         |     |     |     |
|                         |     |     |     |
|                         |     |     |     |
|                         |     |     |     |
|                         |     |     |     |

| Proposed Subcontractor | Work to be Subcontracted | Equipment/Supplies to be Provided by Proposed Subcontractor |
|------------------------|--------------------------|-------------------------------------------------------------|
|                        |                          |                                                             |

**Insurance**

A Tenderer must state whether it is currently insured in respect of the provisions of the draft Contract applying to the requirement and provide details of the level of cover. The Tenderer must supply a certificate of currency.

If a Tenderer is not so insured, the Tenderer must identify the policy cover and the insurance provider(s) the Tenderer proposes to use for the contract on an attachment page to this Annexure A.

| Type of Insurance Policy or Cover | Delete One | State Amount of Cover         |
|-----------------------------------|------------|-------------------------------|
| Public Liability                  | YES / NO   |                               |
| Professional Indemnity            | YES / NO   |                               |
| Workers' Compensation             | YES / NO   | To the extent required by law |
| Other (State Type)                | YES / NO   |                               |

|                                                           |                       |
|-----------------------------------------------------------|-----------------------|
| Certificate of Currency                                   |                       |
| Is the Certificate of Currency for all Policies Attached? | YES / NO (Delete one) |

**Tender Validity Period**

The Tender remains open for acceptance for a period of:

..... months after the Tender Closing Date

[insert period]

[NB: Centrelink requires a tender validity period of not less than 4 months after the Tender Closing Date.]

**PRICING SCHEDULE****Prices for Services**

| <b>Services as per Statement of Requirements</b>                                                              | <b>Year</b> | <b>Per Hour</b> | <b>Price (GST exclusive)</b> | <b>GST*</b> | <b>TOTAL PRICE (GST inclusive)</b> |
|---------------------------------------------------------------------------------------------------------------|-------------|-----------------|------------------------------|-------------|------------------------------------|
| Provision of suitably qualified professional interpreters to Centrelink in locations specified by Centrelink. | Year 1      |                 |                              |             |                                    |
|                                                                                                               | Year 2      |                 |                              |             |                                    |
|                                                                                                               | Year 3      |                 |                              |             |                                    |

\*Tenderers must submit Tenders taking into account the full effect of the GST and other A New Tax System changes. The amount payable for GST must be shown separately in this column.

**Discounts**

Are there any further discounts, over and above other discounts tendered, for payment within the standard Commonwealth 30 day's terms of trade?

**YES / NO** (Delete one)

If **YES**, please describe any further discounts:

Are there any further discounts, over and above other discounts tendered, for an alternative term other than the specified term of the contract?

**YES / NO** (Delete one)

If **YES**, please describe any further discounts:

**Electronic Trading**

Is payments made by Centrelink through electronic funds transfer directly into a bank account nominated by the Tenderer acceptable?

**YES / NO** (Delete one)

If **NO**, please proposed payment arrangements:

|  |
|--|
|  |
|--|

**COMPLIANCE WITH THE CONDITIONS FOR PARTICIPATION**

The Tenderer must have the ability to provide suitably qualified, professional interpreters who meet Centrelink's requirements in the locations and at the times required by Centrelink.

**YES / NO** (Delete one)

The Tenderer must manage and administer the sessional interpreters.

**YES / NO** (Delete one)

The Tenderer must have in place a quality assurance process.

**YES / NO** (Delete one)

**RESPONSE TO EVALUATION CRITERIA**

The Tenderer must respond to each of the Evaluation Criteria (see clause 30) in the spaces provided below:

**Evaluation Criterion 1 (Highly Desirable)**

**Criterion 1:** Demonstrated evidence that the Tenderer is able to provide suitably qualified, professional interpreters who meet Centrelink's requirements, in the locations and at the times required by Centrelink.

**Evaluation Criterion 2 (Highly Desirable)**

**Criterion 2:** Demonstrated evidence that the Tenderer has the ability to manage and administer sessional interpreters, including their capacity to:

- (i) orient and induct interpreters so that they are familiar with Centrelink's business;
- (ii) provide relief professional interpreters during short and long term absences generally at less than 24 hours notice;
- (iii) provide a maintenance plan to ensure that a viable interpreter service can be provided on an ongoing basis;
- (iv) maintain flexibility in order to cater for changes in Centrelink's sessional interpreter requirements, particularly in regards to languages, locations and times; and
- (v) manage performance issues and complaints.

**Evaluation Criterion 3 (Highly Desirable)**

**Criterion 3:** Demonstrated evidence that the Tenderer has in place a quality assurance program for the services provided by their professional interpreters

**Evaluation Criterion 4 (Highly Desirable)**

**Criterion 4:** Demonstrated evidence that interpreters possess qualifications from the National Accreditation Authority for Translators and Interpreters Ltd (NAATI) at the professional level (level 3) for all\* languages tested and agree to abide by the Code of Ethics issued by AUSIT (or equivalent).

\*Note: Centrelink recognises that NAATI proficiency tests may not be available at the required level in some languages. In these cases, Centrelink will negotiate an acceptable arrangement with the successful Tenderer. This arrangement will require the Preferred Tenderer to provide a level of assurance in relation to the proposed interpreter's language skills

**Evaluation Criterion 5 (Highly Desirable)**

**Criterion 5:** Price. The Tenderer should provide details of the prices proposed for providing the services, by completing, in full, without modification to the format, the 'Prices for Services' table in **Annexure B**.

**Evaluation Criterion 6 (Highly Desirable)**

**Criterion 6:** Tenderers should indicate their compliance with each of the Functional Compliance Requirements described in Clause 25 of this RFT.

This criterion can be satisfied by completing the Statement of Compliance at Annexure D of this RFT.

**Evaluation Criterion 7 (Desirable)**

**Criterion 7:** Demonstrated evidence of an effective Account Management System. Tenderers should describe how they propose to provide and implement an Account Management system for Centrelink's accounts including:

- (i) a National Account Manager nominated to oversee and manage the sessional interpreter services that Centrelink is seeking through this RFT;
- (ii) the accessibility of its National Account Manager to Centrelink staff between the hours of 8am and 6pm in the relevant time zone;
- (iii) the empowerment given to the National Account Manager, including the necessary authority to action, resolve and deal with a Centrelink enquiry or matter regarding the sessional interpreter services Centrelink is seeking through this RFT; and
- (iv) the National Account Manager's capacity to deal promptly with problems or issues at a local, intrastate and interstate level without the need for referral to other parts of the Tenderer's organisation.

**Evaluation Criterion 8 (Desirable)**

**Criterion 8:** Demonstrated evidence of the service level monitoring and reporting services the Tenderer will offer to Centrelink including:

- (v) how they plan to implement and manage the service levels;
- (vi) service level targets; and
- (vii) key performance indicators and measures.

Tenderers can satisfy this criteria by completing the Service Performance Table at Attachment A. This table currently includes Centrelink's requirements but Tenderers are invited to expand this table to include additional services, performance indicators, measures and targets. This table is subject to negotiation between Centrelink and the preferred Tenderer(s).

**Evaluation Criterion 9 (Desirable)**

**Criterion 9:** Demonstrated evidence of the Tenderers management and expenditure reporting ability. Tenderers should explain how they propose to provide regular, quality management information and expenditure reports on the sessional interpreter Services. As a minimum, Centrelink expects these reports to be provided quarterly and to include:

- (i) details of interpreters on file, including current, new and no longer used;
- (ii) accreditation levels held by interpreters;
- (iii) interpreting activity, including filled and unfilled requests;
- (iv) feedback provided by Centrelink supervisors; and
- (v) expenditure for the reporting period and to date.

**Evaluation Criterion 10 (Desirable)**

**Criterion 10:** Referees. Tenderers should supply the name and full contact details including email address, of at least 3 references (referees) for major projects undertaken within the last 2 years with similar requirements to this RFT.

**STATEMENT OF COMPLIANCE**

A response, in accordance with and including any information required by the Tender Conditions must be provided against each paragraph or clause. If appropriate, compliance may be indicated against an entire section or for groups of clauses (eg. Clauses 3.10-3.20 inclusive 'Complies'). A summary list of clauses in respect of which there is partial or non-compliance should also be provided.

| <b>Clause/Annexure/Attachment Number</b>   | <b>Tenderer's Response</b> |
|--------------------------------------------|----------------------------|
| <b>Statement of Requirement</b>            |                            |
|                                            |                            |
| <b>Functional Performance Requirements</b> |                            |
|                                            |                            |
| <b>Conditions of Participation</b>         |                            |
|                                            |                            |
| <b>Tender Requirements</b>                 |                            |
|                                            |                            |
| <b>Tender Conditions</b>                   |                            |
|                                            |                            |
| <b>Draft Contract</b>                      |                            |
|                                            |                            |

**ADDENDA RECEIPTS**

| <b>Addendum Number</b> | <b>Date of Receipt of Addendum</b> |
|------------------------|------------------------------------|
|                        |                                    |
|                        |                                    |
|                        |                                    |

**CONFLICT OF INTEREST**

The Tenderer must delete one of the following paragraphs:

(b) The Tenderer;

- (i) warrants that, at the time of lodging this Tender, no actual or potential conflict of interest exists which could affect the performance of obligations if the Tenderer were to enter into the draft Contract; and
- (ii) agrees to notify Centrelink if the Tenderer becomes aware of an actual or potential conflict of interest at any time prior to the finalisation of the RFT process;

**or**

(c) The Tenderer discloses the following details of actual or potential conflicts of interest:

| Details of Actual or Potential Conflicts of Interest |
|------------------------------------------------------|
|                                                      |

**LEGISLATION AND POLICY COMPLIANCE**

The Tenderer must provide details of:

- (a) whether or not it or its subcontractors (if any) are aware that they are under investigation, or the subject of court proceedings in relation to a possible or actual breach of applicable legislation:

| Details of Legislative Compliance                               |                              |
|-----------------------------------------------------------------|------------------------------|
| <b>Under investigation</b><br>If YES, provide details:          | <b>YES / NO</b> (Delete one) |
| <b>Subject of court proceedings</b><br>If YES, provide details: | <b>YES / NO</b> (Delete one) |

- (b) whether the Tenderer or its subcontractors (if any) is currently named as not complying with the *Equal Opportunity for Women in the Workplace Act 1999*:

| Details of Legislative Compliance                                                                   |                              |
|-----------------------------------------------------------------------------------------------------|------------------------------|
| <b>Named under the Equal Opportunity for Women in the Workplace Act</b><br>If YES, provide details: | <b>YES / NO</b> (Delete one) |

- (c) whether the Tenderer or its subcontractors (if any) is non-compliant with any relevant Commonwealth policies that place obligations on contractors, such as private sector employment and training opportunities for Indigenous Australians and Occupational Health and Safety requirements. A list of Commonwealth policies that interact with government procurement may be found in the Department of Finance and Administration (DoFA) publication entitled 'Guidance on Complying with Legislation and Government Policy in Procurement', accessible (at no cost) by following the 'Publications' link on the DoFA web page ([www.finance.gov.au](http://www.finance.gov.au)):

| Details of Legislative Non-Compliance with any Relevant Commonwealth Policies: |
|--------------------------------------------------------------------------------|
| <br><br><br><br><br>                                                           |

**INFORMATION THAT THE TENDERER PROPOSES SHOULD BE PROTECTED AS CONFIDENTIAL INFORMATION**

The Tenderer must list here any information that it will be providing during the RFT process that it considers should be protected as confidential information by Centrelink, and provide legally sustainable reasons that satisfy the criteria below why this information should be protected as confidential information.

| <b>Tender Information</b> | <b>Legally Sustainable Reason(s) Why This Information Should Be Protected As Confidential Information</b> | <b>Period of Confidentiality</b> |
|---------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------|
|                           |                                                                                                           |                                  |
|                           |                                                                                                           |                                  |
|                           |                                                                                                           |                                  |

Extracted from the Department of Finance and Administration publication Guidance on Confidentiality of Contractors' Commercial Information February 2003:

"Consistent with guidance provided in Australian National Audit Office (ANAO) Report 38 of 2000-2001: The Use of Confidentiality Provisions in Commonwealth Contracts (Report 38), the initial criteria for Agencies to apply in deciding whether information should be kept confidential, based on legal principle, are:

Criterion 1: that the information to be protected must be identified in specific rather than global terms;

Criterion 2: that the information must have the necessary quality of confidentiality;

Criterion 3: that disclosure would cause detriment to the contractor or other third party; and

Criterion 4: that the information was provided under an understanding that it would remain confidential.

All of the criteria must be met in order for the information to be treated as confidential.

\* This publication may be accessed (at no cost) by following the 'Publications' link on the DoFA web page ([www.finance.gov.au](http://www.finance.gov.au)).

**DECLARATION BY TENDERER**

By lodging this declaration through AusTender the Tenderer is providing an electronic signature in accordance with the *Electronic Transactions Act 1999 (Cth)* and corresponding State and Territory Acts.

I, .....,  
***[insert name, address and occupation]***

as an officer of the Tenderer submitting this Tender, am authorised to make statements in this declaration and do solemnly and sincerely declare personally and on behalf of the Tenderer that:

..... (Tenderer):  
***[insert name and ACN/ABN of Tenderer]***

- approves the content of the Tender and provides assurance as to the integrity of the information contained in the Tender;
- offers to supply the Services described in the Request for Tender (RFT) number RFTS07/0648 at the prices contained in the Tenderer's Tender;
- agrees to comply with obligations under the Request for Tender (RFT) and acknowledges and agrees with Centrelink's rights under the RFT;
- confirms its capacity to Tender and that there is no restriction under any relevant law to prevent it from Tendering; and
- consents to Centrelink undertaking checks in accordance with this RFT;
- the Tender remains open for acceptance for a period of not less than 4 months after the Closing Time;
- confirms that neither the Tenderer nor any of its officers, employees, agents, and subcontractors has attempted to, or will attempt to, improperly influence an officer of Centrelink in connection with the preparation or assessment of the Tender submitted in response to the RFT or has approached any Minister or Commonwealth officer in connection with the RFT process;
- confirms the Tender has not been prepared with the improper assistance of employees or former employees of Centrelink or with improperly obtained information; and
- warrants, at the time of submitting the Tender, no conflict of interest exists, or is likely to arise, which would affect the performance of the Tenderer's obligations, if the Tenderer were to enter into a Contract; and
- acknowledges that giving false or misleading information is a serious offence that may incur penalties under the *Criminal Code Act 1995 (Cth)*.

Date: .....  
***[insert date]***

**YOU MUST RETURN THIS CHECKLIST AS THE COVERSHEET TO YOUR TENDER**

| <b>Lodgement Criteria</b>                                                                              | <b>✓/x</b> |
|--------------------------------------------------------------------------------------------------------|------------|
| The Tender is structured using same structure as this RFT.                                             |            |
| All Annexures have been completed and returned with the Tender.                                        |            |
| The Tenderer agrees that the Tender submitted to Centrelink become the property of Centrelink.         |            |
| The Tender remains valid for acceptance for a period of not less than 4 months after the Closing Time. |            |

**ATTACHMENT A - SERVICE PERFORMANCE TABLE**

**ATTACHMENT B - CURRENT SERVICE LOCATIONS AND LANGUAGES**

**ATTACHMENT C - CENTRELINK AREA BOUNDARIES**

**ATTACHMENT D - DRAFT CONTRACT**