



EOI Head Document

CSIRO Procurement Unit – CSIRO.au – Web Channel Solution

EOI-2007-069-CSIRO.au



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1. INTRODUCTION

1.1 Purpose of this Tender

CSIRO is issuing this Expression of Interest ('EOI') in order to seek proposals for a suitable supplier(s) to provide a web channel solution (the 'Product') in accordance with the requirements specified in this EOI.

1.2 CSIRO Profile

CSIRO - the Commonwealth Scientific and Industrial Research Organisation - is Australia's largest scientific research organisation and one of the largest and most diverse scientific organisations in the World. Our purpose is:

By igniting the creative spirit of our people, we deliver great science and innovative solutions for industry, society and the environment.

CSIRO's work touches every aspect of Australian life: from the molecules that build life to the molecules in space. Working from sites across the nation and around the globe, CSIRO's 6,500 staff are focussed on providing new ways to improve the quality of life, as well as the economic and social performance of a number of industry sectors through research and development. These sectors include:

- (a) Agribusiness;
- (b) Energy and Transport;
- (c) Environment and Natural Resources;
- (d) Information, Communication and Services;
- (e) Manufacturing;
- (f) Mineral Resources;
- (g) Health;

CSIRO is an independent statutory authority constituted and operating under the provisions of the *Science and Industry Research Act 1949* and the *Commonwealth Authorities and Companies Act 1997*.

Further information about CSIRO can be found at www.csiro.au



1.3 Background

- 1.3.1 CSIRO is investigating the market for the availability of a suitable supplier(s) to provide a web channel solution that significantly builds on the organisation's current website platform.
- 1.3.2 Reviews of the current website have identified issues in both the business solution (i.e. audience targeting) and the underlying infrastructure of the site. These issues impact on the website's efficiency in terms of workflows and end-user experience.
- 1.3.3 Further development of CSIRO.au is warranted and engagement with the market is required to confirm the next steps in enhancing the current web presence.
- 1.3.4 This is the initial phase of a proposed three-phase project with an objective of arriving at a solution that meets CSIRO's business, technical and other requirements. In order of implementation, the three procurement phases are proposed to be:
- (a) Phase 1 – Expression of Interest (EOI);
 - (b) Phase 2 – Select Request for Tenders (RFT) for the business solution design; and
 - (c) Phase 3 – Open Request for Tenders (RFT) to select the technology platform and build the solution.

1.4 Overview of Requirements

- 1.4.1 In responding to this EOI, Respondents are being requested to consider the overall project requirements of CSIRO and provide information and recommendations that cover the following areas of coverage:
- (a) Website usability;
 - (b) Key message delivery;
 - (c) Content management;
 - (d) Adoption of CSIRO intellectual assets;
 - (e) Development costs / delivery timeframes;
 - (f) Transition.

CSIRO's detailed requirements are set out in the Schedules to this EOI (see EOI structure in clause 2.1 below).

1.5 Objectives of this EOI



1.5.1 CSIRO is pursuing the following objectives through the issue of this EOI:

- (a) explore the market for suppliers that are suitably qualified and currently available to meet the CSIRO requirement;
- (b) establish whether there is sufficient value to proceed with a website design tender or whether the organisation should proceed with incrementally upgrading and improving the current website platform;
- (c) determine the cost associated with an undertaking to procure these types of services.

1.6 Joint Responses

CSIRO's intention is for one Respondent to be selected for provision of all Products and Services requested in this EOI. Respondent's may take a consortia approach, but in such case, will need to nominate one company to be the prime Respondent.

2. EOI STRUCTURE AND FORM OF RESPONSE

2.1 EOI Structure

This EOI and its attachments sets out all of the details concerning CSIRO's requirements in relation to the web channel solution being sought, the conditions of the EOI, evaluation methodology, evaluation criteria and all other matters concerning this process.

The EOI document is structured as follows:

- (a) EOI Head Document and EOI Lodgement Procedures (this document);
- (b) The attached Schedule:
 - (i) Schedule 1 – Statement of Requirements.

2.2 EOI Responses

Respondents are required to respond to all requirements of the EOI documentation. Respondents must report compliance against the requirements in accordance with the following rules:

- (a) **"Complies"** means:
 - (i) In the case of a clause which is of an informative nature only, that the clause has been read and understood;



- (ii) In the case of a clause which specifies a requirement or characteristic of performance to be met by the Respondent, that the Respondent is able to provide the requirement or characteristic of performance as specified; and
 - (iii) In the case of a clause which imposes a condition, that the condition is agreed to.
- (b) **“Partially compliant”** means the condition, characteristic or performance requirement in the clause can be substantially met by the Respondent, subject to certain qualifications.
 - (c) **“Not compliant”** means the condition, characteristic or performance requirement in the clause is not substantially met.
 - (d) Responses such as “noted” are not acceptable.
 - (e) If a Respondent does not include any items of partial or non-compliance in the Compliance Statement, the Respondent will be regarded as fully complying with all clauses of the relevant EOI document (including all clauses of all Schedules).

2.3 Partially Compliant and Not Compliant

Where a Respondent indicates Partially Compliant or Not Compliant for a particular clause:

- (a) Details of the extent of partial compliance or non-compliance must be included in the response.
- (b) The Respondent should also provide additional information in relation to the partial or non-compliant response, including the reasons for this response and any alternative proposal. Any such additional information must be provided in summary format.

3. EOI PROCESS

3.1 Open EOI

- 3.1.1 The EOI is conducted as an open process using the Australian Government Tendering System (AusTender) facility. AusTender is a Commonwealth operated website located at www.tenders.gov.au. The EOI has been published on the AusTender website and Respondents should register their contact details and download the EOI from this website, even if a copy of the EOI has been obtained from other sources.
- 3.1.2 Only Respondents who have registered on the AusTender website will be advised of any alteration, correction or notice in relation to this EOI. All alterations, corrections and notices will be made available on AusTender.



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3.1.3 CSIRO accepts no responsibility if a Respondent fails to become aware of any alteration, correction or notice, which would have been apparent from a visit to the AusTender website or from other information available from the Primary Contact.

3.2 CSIRO's Primary Contact Details

CSIRO's primary contact for all communications and contacts related to this EOI is (the 'Primary Contact'):

Name	Procurement Advisor
Email	CSIRO2007-069EOI@csiro.au

3.3 Timetable

The following indicative timetable will apply to this Tender:

Event	Indicative Dates
Issue of EOI	25 January 2008
EOI Closing Time and Date	19 February 2008
Assessment of compliance with Minimum Form and Content Requirements and Conditions of Participation (if any)	20 February 2008
Evaluation of EOI responses	21 February 2008
EOI presentations (at CSIRO's discretion) Note: Respondents should be prepared for a request to participate in presentations to CSIRO (costs of participation to be met by Respondents)	25 / 26 February 2008
Selection and notification of short-listed Suppliers for possible tender process	29 February 2008

3.4 Timetable Variations

The indicative timetable set out in clause 3.3 may be varied by CSIRO at any time at its discretion.

4. PROCESS RULES

4.1 Closing Date and Time and Lodgement of EOI Response



4.1.1 Completed responses must be lodged electronically through the AusTender website at <https://www.tenders.gov.au> before **2:00PM (Australian Eastern Summer Time) on Monday 19 February 2008** (the 'EOI Closing Time and Date').

4.1.2 All EOI responses must be lodged in accordance with the Electronic Tender Lodgement Procedures included with this EOI, and Respondents are requested to read those procedures thoroughly to ensure compliance.

4.2 Extension of Deadline for Lodgement of EOI Response

4.2.1 The EOI Closing Time and Date are at the sole and absolute discretion of CSIRO and may be extended at CSIRO's discretion at any time prior to the EOI Closing Time and Date published in this EOI, subject to any system related issues that may prevent the extension of the Closing Time and Date for electronic submissions.

4.2.2 Any extension of the EOI Closing Time and Date will be notified to Respondents in accordance with the Modification Procedure in clause 4.7.

4.3 Late Lodgement Policy

An EOI response will be deemed to be late ('Late EOI') if:

- (a) It is submitted after the EOI Closing Time and Date;
- (b) It is incomplete as at the EOI Closing Time and Date (including where the EOI response includes electronic files that cannot be read or encrypted); or
- (c) CSIRO believes (whether accurately or not) that the EOI response potentially contains any virus, malicious code or anything else that might compromise the integrity or security of CSIRO's computing environment.

However, a EOI response will not be deemed a 'Late EOI' where:

- (d) an electronic submission of an EOI response has commenced prior to the EOI Closing Time and Date, but the transmission is completed within the timeframe and rules allowed by AusTender;
- (e) the Respondent's response is late due solely to a mishandling by CSIRO or AusTender, as determined by CSIRO in accordance with clause 4.5; and
- (f) the EOI response is late due to an unintentional error of form that CSIRO determines can be rectified by the Tenderer in accordance with clause 4.6.

4.4 Exclusion of Late Tenders



Late EOIs will be excluded from the EOI process, and will not be admitted to evaluation.

4.5 Mishandling of Responses by CSIRO or AusTender

CSIRO will, in its absolute discretion, make a determination as to whether a mishandling has occurred. Where an EOI response is late solely due to mishandling by CSIRO or AusTender, it will be admitted to evaluation.

4.6 Unintentional Errors of Form

4.6.1 If an unintentional error of form in a Respondent's response is identified prior to award of a contract, CSIRO may in its absolute discretion allow correction of that error by the Respondent by the submission of a correction, variation or additional information.

4.6.2 An unintentional error of form is an error that CSIRO is satisfied in its absolute discretion:

- (a) Represents incomplete information not consistent with the Respondent's intentions and, if relevant, capabilities at the time the submission was lodged; and
- (b) Does not materially affect the competitiveness of the Respondent's response.

4.7 Modifications Procedure

4.7.1 CSIRO may, in its absolute discretion, issue modifications to this EOI. Such modifications may include variations to the EOI or additional information in relation to the EOI.

- (a) If CSIRO elects to issue modifications to the EOI prior to the EOI Closing Time and Date, CSIRO will issue a formal addendum to the EOI via the AusTender website. An electronic advice will be issued automatically by AusTender to all Respondents correctly registered as having downloaded the EOI. Respondents should ensure their AusTender registration details are correct for this purpose.
- (b) If CSIRO elects to issue modifications to the EOI after the EOI Closing Time and Date, CSIRO will issue a formal addendum to the EOI to all Respondents participating in the process at that time.

4.7.2 All conditions and rules of this EOI will apply to all addenda unless modified by the addenda. Any such addenda will become part of the EOI.

4.8 Clarification

4.8.1 Clarification Questions



Respondents may seek clarification of the meaning of the content of this EOI from CSIRO's Primary Contact at any time prior to the EOI Closing Time and Date. All enquiries must be in writing submitted to CSIRO's Primary Contact e-mail as identified at clause 3.2.

CSIRO will, in its sole discretion, determine whether or not to respond to such questions. Any election not to respond will be notified to the Respondent asking the question.

In all cases CSIRO reserves the right to forward any clarification of the meaning of the content of this EOI to all Respondents on a non-attributable basis.

4.8.2 New Information and Errors

If a line of questioning by a Respondent in a briefing reveals new information that, in the sole opinion of CSIRO may be material to the outcome of the EOI, or such questioning reveals an error in information previously distributed by CSIRO, the new or corrected information will be distributed to all Respondents in accordance with the Modifications Procedure in clause 4.7.

4.9 Process Questions or Complaints

Any questions or complaints from Respondents relating to the Tender process should be directed to the Primary Contact in the first instance.

5. MINIMUM CONTENT AND FORMAT REQUIREMENTS

Subject to clause 4.6, CSIRO will exclude a Respondent from further consideration if CSIRO considers in its absolute discretion that the Respondent's response does not meet the minimum content and format requirements listed in this clause. Notwithstanding anything else contained in this EOI, only requirements listed in this clause will be deemed minimum content and format requirements for the purposes of this EOI.

The EOI must be lodged electronically via AusTender in accordance with the Electronic Tender Lodgement Procedures.

The response submitted by the Respondent must not exceed a length of 40 x A4 pages of response content with text character size not less than 10-point - Note: this response length limit applies to the information requested within the Schedule 1 Statement of Requirements and does not apply to supporting documentation Respondents deem appropriate to incorporate as appendices only. It is important however to emphasise that the evaluation process will focus on the response content specifically requested.

6. CONDITIONS OF PARTICIPATION

CSIRO will exclude a Respondent from further consideration and evaluation if CSIRO considers in its absolute discretion that the conditions of participation set out in this clause have not been



met by the Respondent. Notwithstanding anything else contained in this EOI, only requirements listed in this clause will be deemed conditions of participation.

No conditions of participation to be imposed.

7. EVALUATION PROCESS

7.1 Evaluation Objective

The purpose of the evaluation process is to identify and select the Respondent that represents the best value for money to CSIRO, as assessed in accordance with the evaluation criteria and methodology adopted by CSIRO.

7.2 Exclusion from Evaluation

Respondents excluded under clauses 5 or 6 will not be included in the evaluation.

7.3 Evaluation Process Overview

The evaluation process will include the following steps:

- (a) Detailed evaluation of EOI responses from the Respondents;
- (b) Selection of short-listed for tender;
- (c) Clarifications with and presentations from the Respondents;
- (d) Update evaluation; and
- (e) Select preferred respondent.

7.4 Evaluation Criteria

In ascertaining the Tender which provides best value for money to meet CSIRO's business needs, Tenderers will be evaluated in accordance with the following evaluation criteria:

- (a) Methodology – responses that present a methodology that will satisfy the Key Requirements (as specified in Section 3 of the Schedule 1 Statement of Requirements) and demonstrate, in addition to the other qualities of a robust methodology,
 - (i) Efficient extraction and collation of requirements from CSIRO stakeholders;
 - (ii) Mechanisms for capturing and testing end-user requirements;



- (iii) Processes to distil these requirements into a simple, flexible, high impact solution that is aligned with CSIRO strategic priorities, is considerate of available resources, and is accepted by stakeholders.
- (b) Web fundamentals – responses that reflect experience in their consideration of standard requirements in web design and development.
- (c) Quality recommendations – responses that reflect experience in complex jobs of this nature and will improve the quality of the Phase 2 and/or Phase 3 tenders.

The order in which the evaluation criteria are listed does not indicate their importance relative to each other. CSIRO reserves the right to allocate weightings to the criteria in its evaluation process, at its discretion.

7.5 Presentations

- 7.5.1 CSIRO may require presentations from Respondents at any time during the evaluation process. Dates, times and venues for any such presentations will be notified to all Respondents participating in the evaluation should such presentations be required. A list of areas and issues for Respondents to address will be provided prior to the presentations.
- 7.5.2 Any time and travel expenses relating to EOI presentations will be met by the Respondent. CSIRO may require any presentation be conducted using video-conferencing facilities.

7.6 Reference Checks and Further Information

Respondents are requested to submit a statement of facts as to previous experience and achievement in performing similar or comparable work (including demonstrated examples of such work), resources and ability to carry out the work or services specified for the duration of the contract.

- (a) CSIRO may conduct reference checks (including site visits, if relevant) on Respondents. Reference checks may be conducted with any referee proposed by the Respondent in its tender response or with any other organisation selected by CSIRO at its discretion. Respondents are requested to provide the details of three (3) referees with whom they have implemented national/state contracts for equivalent services (table 1) within the past three years.
- (b) CSIRO may also request further information from Respondents during the evaluation process.



Organisation	Name	Contact Details	Service Provided and Date Provided

Table 1: Referee details

7.7 Discussions and Negotiations with Respondents

CSIRO will, as appropriate, engage in discussion or negotiations with any Respondent for the purpose of clarifying or improving its response. CSIRO may, in its absolute discretion, conduct simultaneous discussions to clarify or improve proposals with more than one Respondent. Where information of a material nature is provided to one Respondent, it will also be provided to all other Respondents (on a non-attributable basis) who are currently participating in the evaluation process.

7.8 Use of Information in the Evaluation

7.8.1 The Respondent's written tender response to the requirements set out in the Schedules to this EOI will be used by the evaluation team to evaluate Respondents against the evaluation criteria.

7.8.2 The evaluation team may also use any relevant information obtained in relation to the EOI (whether from the Respondent as part of clarification, reference checks, negotiations, presentations or by any other independent inquiry) in the evaluation of EOIs.

7.9 Debriefing

Respondents may request a tender debriefing following the award of a contract. Respondents requiring a debriefing should contact the CSIRO's Primary Contact.

8. CONDITIONS OF EOI

8.1 Ownership of Response Material

8.1.1 All material submitted in response to this EOI becomes the property of CSIRO. Such intellectual property as may exist in the information contained in the response will remain vested in the Respondent.

8.1.2 By submitting an EOI, the Respondent allows CSIRO to copy and do anything necessary to material, including the Respondent's intellectual property contained in the response, for the



purpose of evaluating the Respondent's response and negotiating a contract if the Respondent proceeds to that phase of the process.

8.2 Confidentiality of Information

8.2.1 CSIRO's Confidential Information

Respondents are required to ensure that any of their employees, agents or sub-contractors involved in meeting CSIRO's requirements do not either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the CSIRO or a third party acquired or obtained in the course of preparing an EOI response, or any documents, data or information provided by CSIRO and which CSIRO indicates to Respondents is confidential or which Respondents know or ought reasonably to know is confidential.

8.2.2 Respondent's Confidential Information

CSIRO will treat as confidential any information provided by a Respondent which is nominated by the Respondent as confidential information. CSIRO's obligations in relation to Respondent provided confidential information will not be taken to have been breached to the extent that the information:

- (a) is disclosed by CSIRO to its advisers, officers, employees, subcontractors or advisors in order to conduct the EOI process, including the preparation of any resultant contract;
- (b) is disclosed to CSIRO's internal management personnel or advisors, solely to enable effective management or auditing of the EOI process;
- (c) is disclosed by CSIRO to its Department or to the responsible Minister;
- (d) is disclosed by CSIRO in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (e) is authorised or required by law to be disclosed; or
- (f) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

8.3 Conflict of Interest

During the EOI process, the Respondent must immediately advise CSIRO in writing of any circumstances or relationships constituting a Conflict of Interest or potential Conflict of Interest in respect to its EOI response, or the Respondent's obligations under the contract if the Respondent is awarded the contract. CSIRO may in its absolute discretion:

- (a) enter into discussions to seek to address such Conflict of Interest;



- (b) exclude the Respondent from the process and further evaluation; or
- (c) take any other action it considers appropriate.

8.4 Ethical Dealing

8.4.1 CSIRO's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the EOI process. CSIRO requires the same standards from those with whom it deals. EOIs should be compiled without improper assistance of employees or former employees of CSIRO and without the use of information improperly obtained or in breach of an obligation of confidentiality.

8.4.2 Respondents should not:

- (a) engage in misleading or deceptive conduct in the relation to the EOI process;
- (b) engage in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Respondent, or any other person in connection with the EOI process; or
- (c) attempt to influence improperly any officer, employee or agent of CSIRO, or violate any applicable laws or CSIRO policies regarding the offering of inducements in connection with the EOI process.

8.4.3 CSIRO may exclude from consideration any EOI lodged by a Respondent which, in CSIRO's reasonable opinion, has engaged in any behaviour contrary to this section in relation to the EOI process.

8.5 EOI Validity

All EOIs will be deemed to be valid for a period of **90** days from the EOI Closing Time and Date unless otherwise indicated by a Respondent in its EOI response.

8.6 Right Not to Proceed

CSIRO is not bound contractually, or in any other way to the Respondents who respond to this EOI. CSIRO reserves the right not to proceed with this EOI or any part of it, and to suspend or vary the EOI and/or its requirements at any stage.

8.7 Multiple Suppliers

CSIRO reserves the right to select multiple Suppliers for the provision of services contained within this EOI. This may take the form of separate suppliers for distinct products or transition services.



8.8 Costs Borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation and submission of an EOI response, including but not limited to attendance at meetings, discussions, presentations and providing any additional material required by CSIRO, will be borne exclusively by the Respondents.

8.9 No Legal Relationship

No binding legal relationship will arise out of this process until execution of a contract with the preferred Respondent.

8.10 Information

CSIRO will not be liable for any incorrect or misleading information or omission to disclose information.

8.11 Respondents to Inform Themselves

Respondents are considered to have:

- (a) examined this EOI, any documents referenced in this EOI and any other information made available by CSIRO to Respondents for the purpose of tendering;
- (b) examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their EOI response;
- (c) satisfied themselves as to the correctness and sufficiency of their EOI response including EOI prices.

8.12 Respondent Acknowledgements

EOIS are submitted on the basis that Respondents acknowledge:

- (a) they do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than amendments in accordance with clause 4.7;
- (b) they do not rely upon any warranty or representation made by or on behalf of CSIRO, except as are expressly provided for in this EOI, but they have relied entirely upon their own inquiries and inspection in respect of the subject of their EOI response; and
- (c) CSIRO is not responsible for any loss, damage, costs or expenses incurred by Respondents or any person if, for any reasons, an EOI or any other material or



communication relevant to this EOI, 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.

8.13 Complaint Handling

For complaints in relation to any item in this EOI or the EOI process contact the nominated CSIRO contact listed in clause 3.2.

9. INTERPRETATION OF EOI

9.1 Definitions & Interpretation

In this EOI, unless the contrary intention appears:

- (a) Conflict of Interest means any matter, circumstance, interest, or activity affecting the Respondent (including the officers, employees, agents and subcontractors of the Respondent) which may or may appear to impair the ability of the Respondent to provide the requirements to CSIRO diligently and independently;
- (b) Electronic Lodgement Procedures means the electronic lodgement procedures included with this EOI and which are to be complied with in relation to lodgement of tenders, as defined in clause 10;
- (c) Late EOI means an EOI that is not lodged by the EOI Closing Time and Date, as further defined in clause 4.3;
- (d) Primary Contact means CSIRO's primary contact for all contacts in relation to this EOI, as specified in clause 3.2;
- (e) EOI Head Document means this document;
- (f) EOI Closing Time and Date means the date and time set out in clause 4.1;
- (g) Modification Procedure means the procedure for modification of the EPO set out in clause 4.7.

9.2 Governing Law

The governing law of the **Australian Capital Territory** applies to the EOI. The courts of the **Australian Capital Territory** have non-exclusive jurisdiction to decide any matter arising out of this EOI.



10. ELECTRONIC TENDER LODGEMENT PROCEDURES

10.1 AusTender, the Australian Government Tender System

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

10.2 Electronic Lodgement of Tenders

- (a) EOIs must be lodged electronically via the Australian Government Tender System, AusTender, at <https://www.tenders.gov.au> before the EOI Closing Time and in accordance with the lodgement procedures set out in this clause 10 and on AusTender.
- (b) Where there is any inconsistency between the EOI lodgement procedures set out on AusTender and those set out in this EOI, this EOI will prevail.
- (c) EOIs lodged by any other means, including by hand, facsimile or email, will not be considered.

10.3 Lodgement Process



In submitting their EOIs electronically, Respondents warrant that they have taken reasonable steps to ensure that EOI response files are free of viruses, worms or other disabling features which may affect AusTender and/or CSIRO computing environment. EOIs found to contain viruses, worms or other disabling features will be excluded from the evaluation process.

- (a) Before submitting an electronic EOI, respondents must:
 - (i) ensure their technology platform meets the minimum requirements identified on AusTender;
 - (ii) refer to AusTender's Help guidance, if required, on uploading EOIs;
 - (iii) take all steps to ensure that the EOI is free from anything that might reasonably affect useability or the security or operations of AusTender and/or CSIRO computing environment;
 - (iv) ensure that the EOI does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by CSIRO; and
 - (v) ensure that the EOI complies with all file type, format, naming conventions, size limitations or other requirements specified in Clause 10 or otherwise advised by CSIRO or required by AusTender.
- (b) Respondents must allow sufficient time for EOI lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Time.
- (c) Respondents should be aware that holding the "Lodge a Response" page in the web browser will not hold the electronic EOI box open beyond the Closing Time. An error message will be issued if the lodgement process is attempted after the Closing Time.
- (d) Tenders lodged through AusTender will be deemed to be authorised by the tenderer.
- (e) If Respondents have any problem in accessing the AusTender website or uploading a tender they must contact CSIRO via the nominated Agency Contact Officer (clause 3.2) or the AusTender Help Desk (clause 10.8) **prior to Closing Time**. Failure to do so will exclude an EOI from consideration.

10.4 Lodgement format

- 10.4.1 Respondents must lodge their EOI in accordance with the requirements set out in this clause 10 for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the EOI not uploading successfully and/or may eliminate the bid from consideration.



- 10.4.2 CSIRO will accept EOIs lodged in Microsoft Word v2000 (or above), Microsoft Excel v2000 (or above) or PDF format v4 (or above).
- 10.4.3 The tender file name/s must:
- (a) incorporate the Respondent's company name
 - (b) reflect the various parts of the bid they represent, where the EOI comprises multiple files;
 - (c) not include spaces, non-alpha/numeric characters and symbols; and
 - (d) not exceed 20 characters.
- 10.4.4 EOI 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 Respondent's desktop, so as not to impede the upload process; and
 - (c) should be zipped (compressed) together for transmission to AusTender.
- 10.4.5 AusTender will accept up to a maximum of five files in any one upload of a EOI. Each upload should not exceed the combined file size limit of 5 megabytes. If an upload would otherwise exceed 5 megabytes, the Respondent should either:
- (a) transmit the tender files as a compressed (zip) file not exceeding 5 megabytes; and/or
 - (b) lodge the EOI in multiple uploads ensuring that each upload does not exceed 5 megabytes and clearly identify each upload as part of the EOI.
- 10.4.6 If an EOI consists of multiple uploads, due to the number of files or file size, Respondents should ensure that transmission of all files is completed before the Closing Time.
- 10.4.7 EOIs 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 EOI should be provided either by CD-ROM which must be received by CSIRO at the address specified in clause 10.5 within five (5) business days following the Closing Time.

10.5 Signatures

- (a) 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



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imaged material, where it expands the EOI file size beyond the 5 megabyte limit per upload, is prohibited. Such material may be provided separately via CD-ROM in accordance with clause 10.4.7.

- (b) In the event that clarification is required, Respondents may be required to courier or security post the originals of the signature and/or initialled pages to CSIRO at the address specified below within five (5) business days of the closing time and date specified:

[Note: all other EOI documents are to be lodged electronically via AusTender in accordance with these Electronic Lodgement Procedures]:

BY HAND DELIVERY OR COURIER: EOI-2007-069-CSIRO.au Procurement Unit CSIRO Headquarters Limestone Avenue CAMPBELL ACT 2600	BY MAIL: EOI-2007-069-CSIRO.au Procurement Unit CSIRO PO Box 255 DICKSON ACT 2602
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10.6 Samples

Where the Respondent wishes to submit a sample as part of its EOI response, the sample may be delivered by hand or by mail addressed to the Primary Contact at the address specified in clause 10.5(b) so that the sample is received by CSIRO within five working days of the EOI Closing Time and date:

10.7 Late EOIs, Incomplete Tenders and Corrupted Files

- (a) Any attempt to lodge a tender after the Closing Time will not be permitted by AusTender. Such a tender will be deemed to be a Late EOI.
- (b) Where electronic submission of an EOI has commenced prior to the Closing Time but concluded after the Closing Time, and upload of the EOI file/s has completed successfully, as confirmed by AusTender system logs, the EOI will not be deemed to be a Late EOI. Such EOIs will be identified by AusTender to the CSIRO as having commenced transmission prior to, but completed lodgement after, Closing Time.
- (c) Where an EOI lodgement consists of multiple uploads, due to the number and/or size of the files, Respondents must ensure that transmission of all files is completed and receipted before the Closing Time and clause 10.7(b) will only apply to the final upload.



- (d) Late EOIs, incomplete EOIs, including those with electronic files that cannot be read or decrypted, EOIs which CSIRO believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of AusTender and/or CSIRO's computing environment, will be excluded from evaluation.

10.8 Enquiries regarding AusTender

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

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

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

10.9 Security and Availability of the Electronic Tendering System

- (a) Respondents 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.
- (b) Respondents acknowledge that:
 - (i) lodgement of their EOI on time and in accordance with these conditions of EOI is entirely their responsibility; and
 - (ii) CSIRO will not be liable for any loss, damage, costs or expenses incurred by Respondents or any other person if, for any reason, an EOI or any other material or communication relevant to this EOI, 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.

10.10 EOI Closing Time and Date

- (a) EOIs must be lodged before the Closing Time as specified in Clause 4.1 of this document.
- (b) For EOIs submitted electronically, the time displayed on AusTender is deemed to be the correct time and will be the means by which CSIRO will determine that EOIs have been lodged by the Closing Time.
- (c) The judgement of CSIRO as to the time an EOI has been lodged will be final.



- (d) CSIRO may extend the Closing Time at its sole and absolute discretion, and will issue an addendum notifying any decision to extend.
- (e) It is the responsibility of Respondents to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither CSIRO nor the Commonwealth take any responsibility for any problems arising from Respondents' infrastructure and/or Internet connectivity.

10.11 Proof of lodgement

- (a) When an EOI lodgement has successfully completed, an official receipt is provided on screen. The on-screen receipt will record the time and date the EOI was received by AusTender and will be conclusive evidence of successful lodgement of an EOI. It is essential that Respondents save and print this receipt as proof of lodgement. A separate email confirming receipt of the EOI will also be automatically dispatched to the email address of the registered user whose details were recorded at login.
- (b) Failure to receive a receipt means that lodgement has not completed successfully. Where no receipt has been issued by AusTender, the attempted lodgement will be deemed to have been unsuccessful. Respondents should refer to Clauses 10.3(b) and 10.3(e).

10.12 Registered Respondents and Notices

- (a) In the event that CSIRO elects to vary or supplement this EOI or change the conditions of EOI, it will make reasonable efforts to inform tenderers in accordance with this clause 10.
- (b) Respondents may be informed by notices and other information issued as addenda posted on this EOI page on AusTender.
- (c) Respondents who have registered and downloaded the EOI documentation will be notified by AusTender via email of any addenda issuance. It is in the interest of Respondents to ensure they have correctly recorded their contact details prior to downloading EOI documentation. If Respondents have not recorded their details correctly, they should amend their details and download the EOI documentation again.
- (d) Respondents are required to log in to AusTender and collect addenda as notified.
- (e) The Commonwealth will accept no responsibility if a Respondent fails to become aware of any addendum notice which would have been apparent from a visit to the AusTender page for this EOI.
- (f) If a Respondent has obtained EOI documentation other than from AusTender, they must visit AusTender, register as a user and download the EOI documentation for this EOI.