Economic Governance & Inclusive Growth Partnership

REQUEST FOR TENDER
EGIG-2020-015

for
Support Services for Arrears Verification Committee

<table>
<thead>
<tr>
<th>Issue date:</th>
<th>07 August 2020</th>
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</thead>
<tbody>
<tr>
<td>Closing time and date for enquiries:</td>
<td>14 August 2020, 5:00 PM Port Moresby local time</td>
</tr>
<tr>
<td>Closing time and date for submission:</td>
<td>23 August 2020, 5:00 PM Port Moresby local time</td>
</tr>
<tr>
<td>Abt contact officer:</td>
<td>Procurement Manager</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:procurement@amspng.org">procurement@amspng.org</a></td>
</tr>
</tbody>
</table>
STRUCTURE OF REQUEST DOCUMENT

This Request Document is made up of the following information:

- Part 1 - Tender Particulars
- Part 2 - Specifications
- Part 3 - Tender Conditions
- Part 4 - Evaluation Process
- Part 5 - Response Schedule (separate document)
- Part 6 - Draft Form of Contract (separate document)
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1. **PART 1 - TENDER PARTICULARS**

1.1. **Important dates**

<table>
<thead>
<tr>
<th>Request date of issue:</th>
<th>Friday 07 August 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enquiries closing date and time:</td>
<td>Any enquiries or requests for clarification must be made in writing by email and directed to the Contact Officer. Abt Associates will not respond to enquiries received after Friday 14 August 2020, 5:00 PM Port Moresby local time.</td>
</tr>
<tr>
<td>Tender closing date and time:</td>
<td>Sunday 23 August 2020, 5:00 PM Port Moresby local time.</td>
</tr>
<tr>
<td>Tender briefing details:</td>
<td>N/A</td>
</tr>
<tr>
<td>Site visit:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

1.2. **Indicative timetable for notifications and contracting**

The below table is subject to delays relating to the current COVID-19 operating environment. Bidders will be kept informed of any changes to the Indicative timetable.

| Notification to successful tenderer: | Week of 7 September 2020 |
| Contract executed: | Week of 14 September 2020 |
| Notification to unsuccessful tenderer: | Week of 14 September 2020 |
| Indicative Contract commencement date: | Week of 14 September 2020 |

1.3. **Tenders and Lodgement**

| Form of lodgement: | ☒ Electronic | ☐ Hard Copy |
| Lodgement address: | In electronic copy to: procurement@amspng.org |
| Tenders must be received in pdf format by the above tender closing date and time in the inbox of the email address designated above. Tenders lodged by email cannot exceed 15 MB. Tenders exceeding this limit shall lodge by separate email clearly labelling as part of the whole Tender submission. |
| Subject | Tenderers should reference the following subject in their Offers: EGIG-2020-015 – Support Services for Arrears Verification Committee |
| Offer validity period | 90 days from the date of Tender Closing. |
| Alternative Tenders | ☐ Yes | ☒ No |
1.4. Contact

| Contact Officer | Name: Procurement Manager  
| Email: procurement@amspng.org |
| Registration: | Potential tenderers should register their interest in submitting a Tender with the Contact Officer to ensure they receive any additional information, modifications and/or addenda that may be released by Abt Associates. Registration must include the full name of the Tenderer’s nominated representative and email address. |

1.5. Tender Details

| Specifications | See detailed Scope of Works in Part 2 |
| Location | Papua New Guinea |
| Contract type | Sub-contract |
| Evaluation Criteria | Tenders will be assessed by an Evaluation Panel comprising representatives from Abt Associates, DFAT and a representative from the Arrears Verification Committee. Assessment of tenderers’ proposals will be based upon the following criteria: |

**Technical Criteria**

1. **Criterion 1 – Weighting 15%**
   - Demonstrated understanding of the intent, requirements and importance of the project.
2. **Criterion 2 – Weighting 15%**
   - High-level implementation plan that demonstrates the organisation’s understanding of how they will go about meeting the scope of work and deliver successful results.
3. **Criterion 3 – Weighting 15%**
   - Comprehensive understanding of the risks inherent to the implementation of the project, including perceived and / or actual conflict of interest risks with the service provider, and mitigation strategies.
4. **Criterion 4 – Weighting 15%**
   - Demonstrated organisational capability in successfully delivering results against similar projects for other clients, with a preference for delivery in the PNG context.
5. **Criterion 5 – Weighting 20%**
   - Relevant qualifications and technical experience and proposed inputs with CV for the proposed key personnel (team lead).

**Financial Criteria**

The aggregate score of the above five technical criteria will contribute to 80% of the total score with the other 20% to be based on price comparisons and value for money.

Bidders may be invited for an interview during the evaluation process as decided by the evaluation panel. Details of which will be provided if and or when this occurs.
### 1.6. Tender Submission Requirements

<table>
<thead>
<tr>
<th>Tender format</th>
<th>Interested parties are required to submit the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1- <strong>Proposal</strong> addressing the five technical Evaluation Criteria in Part 1.6 above;</td>
</tr>
<tr>
<td></td>
<td>2- <strong>Part 5 – Tender Response Schedules</strong>; and</td>
</tr>
<tr>
<td></td>
<td>3- <strong>Conflict of Interest declaration</strong> (in the Part 5- Tender Response Schedules).</td>
</tr>
</tbody>
</table>

Organisations owned and/or operated by Papua New Guinean nationals are encouraged to submit proposals.
2. PART 2- SPECIFICATIONS

2.1. Background

The PNG Government has in recent years accumulated a backlog of arrears to business. This has increased interest payments and outstanding debts for the government. If this were to continue then there’s the potential to undermine the Government’s reputation; impact its ability to attract high quality investments, inhibit budget management and constrain economic growth and damage business confidence.

Controlling arrears is a critical part of best practice financial management. The Government’s financial management reforms have helped address broader management and accountability issues. These include strengthening the Public Finances (Management) Act, establishing the National Procurement Commission (NPC) and expanding the Integrated Financial Management System (IFMS). The 2020 Budget set aside nearly K1 billion to pay off outstanding arrears. The onset of COVID-19 in PNG has meant a substantial budgetary and economic response to support the private sector including prioritising and paying off arrears for state-owned enterprises and small to medium sized enterprises.

The current stock of arrears is to be vetted by an interagency committee within the Department of Treasury before any payment. The Arrears Verification Committee (AVC) will undertake a robust identification, verification and clearance of these arrears worth K520 million this year and K930 million next year. This will occur in accordance with the Public Financial Management Act and other associated legislations, international best practice to address existing arrears and introduce measures to prevent any new arrears (see Appendix for a copy of the Terms of Reference for the AVC).

2.2. Objective

The overall objective of this assignment is to provide adequate support to the Arrears Verification Committee chaired by Treasury Department and its partner agencies (Department of Planning and Monitoring and Department of Finance) in conducting the stocktaking, verification and classification of outstanding arrears.

2.3. Purpose

The Support Service to the AVC will be split into two distinct phases. The first phase will be to support the establishment of the operating procedures and processes for the AVC to ensure it can quickly pay legitimate arrears in a robust and credible way that minimises fiduciary risks and aligns with international best practice. The second phase will be to support the actual operations of the AVC in paying off arrears with having a credible and independent expert to participate and support the assessment of the validity of arrears claims.

2.4. Specified Personnel

The Contractor will be required to provide the agreed services through either a single consultant or a team of consultants. Where the Contractor wishes to provide the services through a team of consultants, the Contractor must nominate a team lead that will be the main consultant responsible for the delivery of the services for both Phase 1 and 2 for the duration of the Contract. The nominated team lead must be in Papua New Guinea at the time the services are required including the 6-month period of Phase 2 AVC meetings.
All other personnel supporting delivery of the agreed services will be as agreed by the AVC Committee and Abt Associates.

2.5. Key Activities and Responsibilities

Phase One

The key activities of the first phase include:

1) The provision of assistance and advice to the AVC and its Chair to establish the processes and policies required for the AVC’s operations, that align with the AVC’s overall strategy. Support will consider all steps of its likely operations, including:
   a) The stocktaking and collection of arrears claims to better understand the extent, composition and vintage of the arrears in addition to the information arrears claim need to provide;
   b) The verification with the collection of pay records and other personnel management information, unpaid invoices and categorisation of the claims and establishing a transparent mechanism for responding to illegitimate claimants with rejected claims;
   c) The classification of the arrears to enable the establishment of a database for all arrears that can be disaggregated by key descriptors;
   d) The establishing a framework with set criteria for assessing payments;
   e) The process for paying arrears across a timely schedule to ensure a consistent application within the normal budget process and procedures; and
   f) The management of any perceived or real conflict of interest throughout the process.

2) Aligning the strategy with international best practice to ensure the proposed approach is credible, transparent and sustainable. This will detail the steps and reporting process managed by the AVC, other key and relevant stakeholders, in addition to risk management, governance around decision-making and payments.

3) Assisting and advising the AVC about the development of measures to prevent the build-up of any new arrears. This could include measures in the legal and regulatory framework, government accounting, budget reporting and transparency, cash management, institutional framework, internal controls and the financial management information systems.

Phase Two

The key activities of the second phase include the provision of an individual from the organisation that will have the following functions:

1) The consultant will be a member of the AVC assessing and validating arrears claims. The support will require an individual with extensive professional experience in auditing and vetting with government or the private sector. The consultant’s role will be limited to assessing the validity and legitimacy of arrears claims and will not be involved in any discussions about what legitimate claims should be paid within the budget envelope. The consultant must not have any real or perceived conflict of interest with business or organisation submitting an arrears claim (see Part 5 Response for COI declarations).

2) The consultant will support the AVC, and the AVC secretariat to prepare a methodology for determining and assessing the validity of arrears claims. The methodology will build on the guiding principles set out in the procedures and strategy document with clear guidance on the analysis and evidence to support recommendations on the legitimacy of arrears claims.

3) The consultant will closely support the first assessment of the validity of arrears. The individual will need to work closely with the AVC and the AVC secretariat to ensure the recommendations align with the strategy and methodology that step through to the recommendations and are supported by evidence and analysis. The individual will work closely with the AVC secretariat to
embed these processes for future assessments of the legitimacy of arrears claims to strengthen the sustainability of the work.

4) The consultant will need to be available to participate in every AVC for at least a 6-month period (assuming AVC meetings are once a month) with an option for a 6-month extension if requested and agreed to by the AVC Chair and the Australian High Commission.

2.6. **Milestones and Deliverables**

The Milestones & Deliverables the Contractor will need to meet to support the AVC are in the table below. Acceptance of all deliverables will be by the AVC Chair who will confirm acceptance to the relevant Abt Senior Program Manager within the Economic Governance and Inclusive Growth Partnership.

The uncertainty caused by COVID-19 means implementation by the Contractor will need to be monitored closely with the AVC Chair and the relevant Abt Senior Program Manager in case timeframes or deliverables require changing.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Deliverable</th>
<th>Description</th>
<th>Indicative Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AVC operation procedures and strategy document</td>
<td>Technical support to the AVC to complete the procedures and strategy document required for the credible and sustainable operations of the AVC. The technical support needs to ensure the procedures and strategy document reflects international best practice. Advice will be provided to the AVC and consolidated into a report to be submitted to the AVC. The specific content of this report will be agreed to in early consultation between the AVC and service provider. Submission will also include a workplan summarising timeframes, inputs and personnel contributions for the completion of the rest of the contract, as well as other information requested for inclusion.</td>
<td>Up to 20 professional input days</td>
</tr>
<tr>
<td>2</td>
<td>Methodology for assessing validity</td>
<td>Technical support to the AVC to complete methodology for assessing the validity of arrears claims with process to recommend what claims are legitimate and those not legitimate requiring further information. As with the above, advice will be provided to the AVC and consolidated into a report to be submitted to the AVC. The specific content of this report will be agreed to in early consultation between the AVC and service provider.</td>
<td>Up to 10 professional input days</td>
</tr>
</tbody>
</table>
Operations support – first recommendation of valid arrears

To assist the AVC with its first assessment and recommendation of legitimate arrears that should be considered by the AVC. The AVC will then make specific determinations on which arrears will be paid. This deliberation and final decision process will exclude the service providers involvement and will be an independent function of the Government of PNG.

More time is allocated for the first assessment to allow more greater QA and to embed these processes with the AVC secretariat.

Operations support – ongoing involvement for remaining 5 AVC meetings recommending on legitimacy of arrears claims

The individual will participate in the assessment and recommendation of the legitimacy of arrears claims to be considered for 5 AVC meetings. This will be similar to the services provided above, but with the estimation of a reduced level for later meetings.

2.7. Reporting Requirements

The Contractor, a representative from the AVC and Abt Associates will meet on an agreed basis for an Implementation Update Meeting. The meeting will cover the following topics:

a) Accomplishments, delivery progress, upcoming priorities and challenges;

b) Strategic and implementation risks; and

c) Delivery against contractual requirements.

2.8. Fee Payment Schedule

The total fees payable will be determined through this procurement process and by negotiation with the preferred supplier. The fees payable will be subject to acceptance of each deliverable set out in the table below. Indicative dates for the achievement of each deliverable are set out below. Respondents may provide suggested revisions to this indicative level of effort but must provide justification for these proposed revisions.

There are no reimbursable expenses under this contract. Project costs related to the delivery of the Services (including but not limited to travel, accommodation, logistics and per diems) are the responsibility of the Contractor.

The Subcontract will be structured with the following Fee Payment Schedule. Respondents should advise in their response if different payment arrangements are required.

<table>
<thead>
<tr>
<th>Milestone No</th>
<th>Milestone Deliverable</th>
<th>Milestone Date</th>
<th>Fee Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilisation Payment</td>
<td>Upon Fully Executing the Subcontract</td>
<td>Execution of Subcontract</td>
<td>20%</td>
</tr>
<tr>
<td>Milestone 1</td>
<td>AVC operation procedures and strategy document (Completion of Deliverable One)</td>
<td>TBD</td>
<td>20%</td>
</tr>
<tr>
<td>Milestone 2</td>
<td>Methodology for assessing validity (Completion of Deliverable Two)</td>
<td>TBD</td>
<td>20%</td>
</tr>
<tr>
<td>Milestone 3</td>
<td>Initial operational support (Completion of Deliverable Three)</td>
<td>TBD</td>
<td>15%</td>
</tr>
<tr>
<td>Milestone 4</td>
<td>AVC Meeting Support 1 of 5 (Partial completion of Deliverable Four)</td>
<td>TBD</td>
<td>5%</td>
</tr>
<tr>
<td>Milestone 5</td>
<td>AVC Meeting Support 2 of 5 (Partial completion of Deliverable Four)</td>
<td>TBD</td>
<td>5%</td>
</tr>
<tr>
<td>Milestone 6</td>
<td>AVC Meeting Support 3 of 5 (Partial completion of Deliverable Four)</td>
<td>TBD</td>
<td>5%</td>
</tr>
<tr>
<td>Milestone 7</td>
<td>AVC Meeting Support 4 of 5 (Partial completion of Deliverable Four)</td>
<td>TBD</td>
<td>5%</td>
</tr>
<tr>
<td>Milestone 8</td>
<td>AVC Meeting Support 5 of 5 (Full completion of Deliverable Four)</td>
<td>TBD</td>
<td>5%</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>
3. **PART 3 - TENDER CONDITIONS**

3.1. **About this Request Document**

This Request for Tender (RFT) is an invitation to treat and shall not be construed, interpreted, or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any professional, firm or organisation or as creating any form of contractual, quasi-contractual, restitutionary or other relationship.

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

3.2. **Queries**

Up to and including the Queries Closing Date, Tenderers may submit a query or request for clarification arising from this RFT to the nominated Contact Officer set out in Part 1.4 - Tender Particulars. Abt Associates does not guarantee that it will respond to any query, particularly queries received after the Queries Closing Date. All such queries are to be via email only. Telephone enquiries will not be taken.

3.3. **Briefing and Site Inspections**

Tender briefing details are included in Part 1.1 – Important Dates. Suppliers should register their intention to attend the briefing with the Contact Officer. If a Tenderer is unable to attend the briefing they will be provided with the information supplied to all attending Tenderers along with responses to any requests for information raised during the briefing.

Site inspection details are included in Part 1.1 – Important Dates. If no site visit is nominated, it is assumed that Tenderers have familiarised themselves with any site conditions and have taken them into consideration in the preparation of their Tender. Site inspections can be requested in writing to the Contact Officer prior to the deadline for enquiries nominated in Part 1.4 – Contact.

3.4. **Tender Modification Procedure**

Abt Associates may, in its absolute discretion, issue modifications to this RFT before the Offer Closing Date and Time and may extend the Offer Closing Date and Time to enable Tenderers to amend their Tender.

If Abt Associates elects to issue modifications, Abt Associates will issue a formal addendum via email to all registered Tenderers. It is the responsibility of Tenderers to ensure they have registered their interest and contact details with the Contact Officer so that they are able to receive all modifications.

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

3.5. **Conditions for Participation**

The following conditions must be met by the Tenderers

a. the Tenderer must exist as a legal entity registered on a relevant company register at the Offer Closing Time and Date;

b. at the time of lodgement of their Tender, the Tenderer must not have been:
   i. precluded from tendering for Australian Government funded work; or
   ii. subject to a judicial decision against them relating to employee entitlements (not including decisions under appeal, and have not paid the claim; and
c. the Tenderer must be solvent and financially capable to undertake the proposed contract work and to perform such work and to undertake the necessary expenditure without anticipated financial difficulties and must be able to so demonstrate prior to contract award.

Abt Associates will exclude from consideration any Tender if the Tenderer or one of its related entities is listed by:

a. the Australian Minister for Foreign Affairs under the Charter of the United Nations Act 1945 and/or listed in regulations made under Division 102 of the Criminal Code Act 1995. Further information about listed persons and entities is available from the Australian Department of Foreign Affairs and Trade website at www.dfat.gov.au;

b. the World Bank on its “Listing of Ineligible Firms” or “Listing of Firms Letters of Reprimand” posted at www.worldbank.org (the “World Bank List”); or

c. any other donor of development funding on a list similar to the World Bank List; or

d. the Workplace Gender Equality Agency as not complying with the Australian Government Workplace Gender Equality Act 2012 (Cth).

3.6. Minimum Content and Format Requirements

Abt Associates will exclude a Tenderer from further consideration if Abt Associates considers in its absolute discretion that the Tenderer’s response does not meet the minimum content and format requirements listed in this clause:

a. the Tender must be lodged in accordance with the instructions provided in Part 1.3 – Tenders and Lodgement;

b. the Tenderer must submit a complete Offer in the format as set out in Part 1.5 – Tender Details;

c. the Tenderer must complete Part 5 – Offer Response Schedules and include all specified attachments;

d. the Tender, including all attachments and supporting material, must be written in English, or if in a foreign language, must be correctly translated into English; and

e. Alternative Tenders will only be considered where the Supplier also provides in its Tender a response that conforms to the specified requirements of this RFT.

3.7. Late Lodgement Policy

Abt Associates will exclude late Tenders and will not admit them to the evaluation process unless Abt Associates has caused or contributed to the failure to lodge by the Offer Closing Date and Time. The Tender response is considered late if:

a. it is submitted after the Offer Closing Date and Time (specified in Part 1.1 – Important Dates);

or

b. it is incomplete as at the Offer Closing Date and Time (including where the Offer response includes electronic files that cannot be read or unencrypted).

3.8. Unintentional Errors of Form

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

An unintentional error of form is an error that Abt Associates is satisfied in its absolute discretion:

a. represents incomplete information not consistent with the Tenderer’s intentions and, if relevant, capabilities at the time the submission was lodged; and

b. does not materially affect the competitiveness of the Tenderer’s response.
3.9. Ownership of Response Material

All material submitted in response to this RFT becomes the property of Abt Associates. By submitting a Tender response, the Tenderer allows Abt Associates to copy and do anything necessary to material, including the Tenderer’s intellectual property contained in the response, for the purpose of evaluating the Tenderer’s response and negotiating a Contract if the Tenderer proceeds to that phase of the process.

3.10. Conflict of Interest

All bidders will be required to make a conflict of interest declaration at the time of the bid submission. This declaration will be required in order to determine the nature of any actual, potential or perceived conflict of interest. Conflict of interest will need to be declared at the individual consultant level, as well as the organisational level.

During the Tender process, the Tenderer must immediately advise Abt Associates in writing of any circumstances or relationships constituting an actual, potential or perceived Conflict of Interest in respect to its Offer, or the Tenderer’s obligations under the Contract if the Tenderer is awarded the Contract. Abt Associates may in its absolute discretion:

a. enter into discussions to seek to address such Conflict of Interest;

b. exclude the Tenderer from the process and further evaluation; or

c. take any other action it considers appropriate.

3.11. Health, Safety and Security

The Tenderer, if appointed, must at all times, identify, comply with and exercise all necessary, duties and precautions for the health, safety and security of all persons including the Tenderer’s employees, subcontractors, subcontractor’s employees, employees of Abt Associates and other persons who may be affected by the delivery of the contract work.

The Tenderer will inform itself of all workplace health, safety and safety duties, codes of practice, policies, procedures or measures applicable to the Location detailed in 1.5 Tender Details. The Tenderer will comply with all such duties, codes of practice, policies, procedures or measures; and in the event of any inconsistency, will comply with such duties, codes of practice, policies, procedures or measures that produce the highest level of health, safety and security. The Tenderer must comply with any and all directions by or on behalf of Abt Associates relating to safety and security.

3.12. Insurance

All potential Tenderers must have appropriate insurance cover as a condition of submitting a Tender and, at a minimum, the insurance requirements specified in Part 6 - Draft Contract. If the Tenderer is not yet covered by any of these insurances, Abt Associates requires the Tenderer to provide a certification that it is willing to get coverage of these insurances once selected as the successful Tenderer.

3.13. Ethical dealing, financial and probity checks

Abt Associates’ policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the Offer process. Abt Associates requires the same standards from those with whom it deals. Tenderers must compile responses without improper assistance of employees or former employees of Abt Associates and without the use of information improperly obtained or in breach of an obligation of confidentiality. Tenderers should not:

a. engage in misleading or deceptive conduct in relation to the procurement process;
b. engage in any collusive submissions, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the procurement process; or

c. attempt to influence improperly any officer, employee or agent of Abt Associates, or violate any applicable laws or Abt Associates policies regarding the offering of inducements in connection with the procurement process.

Abt Associates may exclude from consideration any Tender lodged by a Tenderer which, in Abt Associates’ reasonable opinion, has engaged in any behaviour contrary to this section in relation to the procurement process.

Abt Associates (or its agents) may perform such security, probity, and financial investigations and procedures as Abt Associates may determine are necessary in relation to any Tenderer, its employees, officers, partners, associates, sub-contractors or related entities including consortium members and their officers, employees and sub-contractors.

Tenderers should promptly provide Abt Associates with such information or documentation that Abt Associates requires in order to undertake such investigation. A Tender may be rejected by Abt Associates if the Tenderer does not promptly provide, at its own cost, all reasonable assistance to Abt Associates in this regard or based on the outcomes of the investigations or procedures.

Abt Associates may also make independent enquiries about any matters that may be relevant to the evaluation of a Tender.


The successful Tenderer must have appropriate child protection policies in place and/or be willing to comply with Abt Associates and DFAT’s latest Child Protection Policy. DFAT’s Child Protection Policy is available on its website and Abt Associate’s policy is attached to the Draft Contract at Part 6. The successful Tenderer will be required to participate in a Child Protection Risk Context Tool and work with Abt Associates to implement any necessary Child Protection Implementation Plan for medium and high-risk activities.

3.15. Preventing Sexual Exploitation, Abuse and Harassment

The successful Tenderer should be aware of the DFAT Preventing Sexual Exploitation, Abuse and Harassment Policy available on its website. The successful Tenderer may be required to submit a narrative response and risk assessment in relation to this policy.

3.16. Alternative Tenders

Abt Associates may, at its discretion, consider a Tender that does not comply fully with RFT only if the Tenderer:

a. also provides a Tender that fully conforms to the requirements in Part 2 – Specifications;

b. proposes a solution that satisfies the functional requirements of the Specifications;

c. is otherwise a complete Tender;

d. fully describes the advantages, disadvantages, limitations and risks of the alternative approach; and

e. includes sufficient information to enable a comparison of the Alternative Tender with Tenders that comply with the Specifications.

3.17. Right Not to Proceed

Abt Associates is not bound contractually, or in any other way to the Tenderers who respond to this RFT. Abt Associates reserves the right not to proceed with this Tender or any part of it, and to suspend or vary the Tender and/or its requirements at any stage.
3.18. Costs Borne by Supplier

All costs and expenses incurred by Tenderers in any way associated with the development, preparation and submission of the Tender response, including but not limited to attendance at meetings, site visits, discussions, presentations and providing any additional material required by Abt Associates, will be borne exclusively by the Tenderers.

3.19. Supplier Acknowledgements

Tenderers are considered to have:

a. examined this RFT, any documents referenced in this RFT and any other information made available by Abt Associates to Tenderers for the purpose of responding;

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 their Tender response;

c. undertaken their own professional advice in respect of this RFT, any other information provided to Tenderers and the procurement process generally, as appropriate;

d. satisfied themselves as to the correctness and sufficiency of their Tender response including submitted prices; and

e. satisfied themselves as to the terms and conditions of the Draft Contract and its ability to comply with the Draft Contract.

Responses are submitted on the basis that Tenderers 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 addenda; and

b. they do not rely upon any warranty or representation made by or on behalf of Abt Associates, except as are expressly provided for in this RFT, but they have relied entirely upon their own inquiries and inspection in respect of the subject of their Tender response.

3.20. Rights of Abt Associates

Without limiting any other rights contained in this RFT, Abt Associates may do any or all of the following at any time:

a. not proceed with the procurement activity;

b. suspend, defer or change the structure and timing of the procurement activity;

c. determine at any time a short list of Tenderers;

d. seek amended Tenders or call a new request for tender;

e. forward any clarification about this RFT to all known Tenderers on a non-attributable basis and without disclosing any confidential information of a Tenderer;

f. allow or not allow another legal entity to take over a Tender response in substitution for the original Tenderer where an event occurs that has the effect of substantially altering the composition or control of the Tenderer or the business of the Tenderer;

g. negotiate with one or more persons who have not submitted Tender responses or enter into a contract or other binding relationship for similar Specifications outside of this procurement process; and/or

h. terminate any negotiations being conducted at any time with the Tenderers.
3.21. COVID-19

The successful tenderer and its partners must adhere with all directives of issued by the Controller or the Deputy Controller (in the absence of the Controller) as appointed in accordance with the National Pandemic Act 2020 and any other reasonable measures associated with the effective management of risks associated with delivering grant/contract activities during the Covid-19 pandemic period.
4. PART 4 – EVALUATION PROCESS

4.1. Tender Response

The Tenderer is to provide a written response to the RFT requirements in accordance with the requirements set out in Part 1.5 – Tender Details and Part 5 – Tender Response Schedules.

The Tenderer’s written Tender to the requirements set out in Part 2 – Specifications will be used by the Evaluation Panel to evaluate Tenders against the evaluation criteria.

The Evaluation Panel may also use any relevant information obtained in relation to the Tender (whether from the Tenderer as part of clarification, reference checks, negotiations, presentations or by any other independent inquiry) in the evaluation of tenders.

4.2. Evaluation Process

The purpose of the evaluation process is to identify and select the Tenderer that represents the best value for money to Abt Associates, consistent with the Commonwealth Procurement Rules and Abt Associates procurement standards and procedures.

Tenders will be assessed in accordance with the evaluation criteria to determine which Tenderer provides the best value for money. In evaluating each Tender, Abt Associates will have regard to:

a. Each of the specific evaluation criteria identified in Part 1.5 - Tender Details; and
b. The overall value for money proposition presented in the Tender.

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

a. The quality of goods and/or services;
b. Fitness for purpose;
c. Relevant experience and performance history;
d. Innovation and adaptability over the life-cycle;
e. Environmental sustainability of the proposed goods and services;
f. Risk and compliance; and
g. Whole of life costs.

Tenderers should ensure that they provide all required information in their Tenders to fulfil each evaluation criteria by submitting all requirements set out in Part 1 - Tender Particulars and Part 5 – Tender Response Schedules.

The Tender evaluation process will be divided into the following phases:

a. Receipt and registration of Tenders;
b. Screening of Tenders for compliance with RFT requirements and conditions of participation;
c. Technical proposal assessment;
d. Financial proposal assessment;
e. Due diligence checks;
f. Evaluation of value for money and risk; and
g. Evaluation Report.

As part of, and in addition to the evaluation process, Abt Associates may:

a. Require clarifications and/or presentations from Tenderers at any time during the evaluation process. Should such presentations be required, dates, times and venues for presentations will
be notified to all Tenderers participating in the evaluation or the shortlisted Tenderers from the evaluation process. A list of areas and issues for Tenderers to address will be provided prior to the presentations; and

b. Conduct reference checks (including site visits, if relevant) on Tenderers. Reference checks may be conducted with any referee proposed by the Tenderer in its Tender response or with any other organisation selected by Abt Associates at its discretion. Abt Associates may also request further information from Tenderers during the evaluation process.

4.3. **Negotiations with Tenderers**

Abt Associates may engage in discussion with one or more Tenderers for the purpose of clarifying its Tender response. Where information of a material nature is provided to one Tenderer, it will also be provided concurrently to all other Tenderers who are currently participating in the evaluation process.

Abt Associates reserves the right to, at any time conduct post-tender negotiations with any or all of the Tenderers on any aspect of their Tender. This may involve conducting parallel negotiations with several Tenderers. These post-tender negotiations may result in changes to the terms of the Draft Contract.

4.4. **Debriefing**

Tenderers may request a debriefing following the award of a contract. Tenderers requiring a debriefing should contact the Abt Associates Contact Officer.