

# Economic Governance and Inclusive Growth Partnership

## REQUEST FOR TENDER EGIG-2018-003

for

### Examining Internet Pricing Models for Papua New Guinea

This Request for Tender is made up of the following information:

- Part 1- Tender Particulars
- Part 2- Terms of Reference
- Part 3- Tender Conditions
- Part 4- Evaluation process
- Part 5- Tender Response Schedule (separate document)
- Part 6- Draft Subcontract (separate document)

#### Timetable

Issue Date:	<b>21 December 2018</b>
Closing time and date for queries	<b>23 January 2019, 5:00 pm Port Moresby local time</b>
Closing time and date for submission:	<b>31 January 2019, 5:00 pm Port Moresby local time</b>
Submission lodgement:	<b>Tenders must be lodged by email to</b> <a href="mailto:procurement@amspng.org">procurement@amspng.org</a>
Abt Contact Officer:	<b>Dimo Peter</b> <a href="mailto:procurement@amspng.org">procurement@amspng.org</a>

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## 1. PART 1- TENDER PARTICULARS

1	Date of issue of RFT	21 December 2018
2	Closing date and time for queries	23 January 2019, 5:00 pm Port Moresby local time
3	Closing date and time for RFT submissions	31 January 2019, 5:00 pm Port Moresby local time
4	Submission lodgement	Tenders must be lodged by email to <a href="mailto:procurement@amspng.org">procurement@amspng.org</a>
5	Abt Contact Officer	Dimo Peter <a href="mailto:procurement@amspng.org">procurement@amspng.org</a>
6	Services to be supplied	See detailed Scope of Services in Part 2- Terms of Reference
7	Schedule	The Services are to be delivered in accordance with the following schedule: <ul style="list-style-type: none"> <li>• Proposed commencement date- March 2019</li> <li>• Proposed completion date- May 2019</li> </ul>
8	Location of Services	Port Moresby, Papua New Guinea
9	Services	The Services are specified in the Terms of Reference (ToR) in Part 2.
10	Reimbursable Costs	Abt Associates will pay the following reimbursable expenses incurred by the Contractor, for the delivery of the Services: <ul style="list-style-type: none"> <li>• Flights</li> <li>• Accommodation</li> <li>• Airport Transfers</li> <li>• Security Escort Fees</li> </ul>
11	Evaluation Criteria	Tender submissions will be assessed by a Tender Evaluation Committee (TEC) comprising representatives from Abt Associates and the Business Council of PNG. Technical assessment of suppliers' proposals will be based upon the following criteria: <ol style="list-style-type: none"> <li>1. Criterion 1 – Strong understanding and experience undertaking evidence-based research and qualitative and quantitative analysis of internet pricing and estimating economic gains from improved internet affordability for a range of stakeholders, and examining regulatory structure of internet providers that ensures affordability for businesses and consumers – <i>Weighting 40%</i></li> <li>2. Criterion 2 – Experience working with multi-stakeholder groups within a similar developing country context, to ensure cooperation and participation, and to ensure that research and analysis addresses the needs of key stakeholders – <i>Weighting 25%</i></li> </ol>

		<p>3. Criterion 3 - Demonstrated ability to draw on international best practice to inform advice. – <i>Weighting 20%</i></p> <p>4. Criterion 4 – A forward looking perspective in terms of looking for lessons and implications to inform continuous improvement – <i>Weighting 15%</i></p> <p>Following technical assessment of bids, Abt Associates will undertake a price assessment to determine the most cost-effective proposal. Abt Associates will then undertake an overall value for money assessment to identify a preferred supplier.</p>
<p>12</p>	<p><b>Submission format</b></p>	<p>The Tender Submission must be provided in the following format:</p> <p><u>Technical Proposal</u></p> <ul style="list-style-type: none"> <li>• A proposal of no more than five (5) A4 pages individually addressing each of the evaluation criteria detailed above and an activity schedule for delivering the project.</li> <li>• For each of the nominated Contractor personnel:             <ul style="list-style-type: none"> <li>- a CV of no more than three (3) A4 pages;</li> <li>- contact details for two (2) professional referees; and</li> <li>- a statement of no more than one (1) A4 page detailing the similarities between previous work and the requirements of this activity.</li> </ul> </li> <li>• Up to two (2) Past Experience Statements of no more than one (1) A4 page each detailing relevant skills and experience of the Contractor to provide the Services.</li> </ul> <p><u>Price Proposal</u></p> <ul style="list-style-type: none"> <li>• Price Quotation; and</li> <li>• Contractor Support Costs (allowable Reimbursable costs as set out above).</li> </ul> <p><u>Tender Details</u></p> <p>Completion of Part 5 – Tender Response Schedule and inclusion of associated attachments.</p>

## 2. PART 2- TERMS OF REFERENCE

### 2.1. BACKGROUND

The Business Council of Papua New Guinea (BCPNG) was established in 1995 to provide a voice of the private sector to government, international partners, civil society and the people of Papua New Guinea (PNG). It works closely with these partners in ensuring the growth of the private sector will change and improve the livelihood of Papua New Guineans.

PNG has historically high costs of internet. In 2013, the International Telecommunications Union (ITU) ranked PNG's internet affordability at 163rd out of 169 countries, with an entry level fixed broadband package estimated to cost 266 per cent of gross national income (GNI) per capita. Internet prices have fallen since then but entry level internet packages still appear to be substantially above the ITU's benchmark required to accelerate internet penetration (less than 3-5 per cent of the average monthly income). The costs of reliable internet services to businesses remain substantial — moderate-to-high data usage packages cost thousands of Kina. Poor reliability also adds substantial costs as it requires businesses to adopt redundancy solutions to manage intermittency. Lack of reliability also results in numerous indirect costs to retail and business customers.

The internet is critical for Papua New Guinea's development and aligns with the current initiatives of the Papua New Guinea Government and its bilateral partners to improve the internet's accessibility, affordability and reliability. The new Coral Sea Cable System will help deliver faster, cheaper and more reliable communications infrastructure to Papua New Guinea. The Coral Sea Cable system utilising CS2 fibre cables, in combination with O3B low orbit satellites that are currently used will ensure reliability and consistency of bandwidth. This will substantially improve wholesale access to internet, but the retail market also needs to ensure improved affordability from the new internet infrastructure.

The BCPNG's Internet Working Group, the Australian High Commission to Papua New Guinea (AHC) and the Economic Governance and Inclusive Growth (EGIG) Partnership intend to support evidence-based research that contributes to discussions related to improving the affordability of retail internet in PNG.

### 2.2. SCOPE OF SERVICES

#### **Objective**

The purpose of the activity is to produce an evidence-based report for the BCPNG that clearly shows the benefits to business, government, and the community of improved internet affordability in PNG. The report will identify the retail price currently faced by businesses in PNG and how these compare to other countries. It will then provide a proposed price-point and pricing structure, estimating the gains for business and the community with more affordable internet. Finally, the report will propose a structure of the SOE wholesale provider that will maintain profitability and ensure the Coral Sea Cable translates to increased affordability for business and consumers.

#### **Key Activities**

The key activities the contractor will provide include:

- a. Develop an approach for the undertaking the report, including developing a workplan, and consultation stakeholder list for approval by the BCPNG;
- b. Conduct in-country consultation with PNG Government stakeholders, telecommunications providers and internet users, and donors to:
  - i. Collect and analyse data on retail internet prices faced by BCPNG members in PNG and the prices faced by BCPNG members in the Asia/Pacific region;
  - ii. Examine internet use by large data users and ICT start-ups in PNG and the how this compares with their counterparts in the Asia/Pacific region with more affordable internet; and
  - iii. Examine the current retail pricing structure and explore changes to improve affordability;
- c. Analyse and synthesise the in-country consultation, data and desktop review into a report that:
  - i. Makes conclusions and recommendations to the BCPNG about the preferred price-point and pricing structure for business;
  - ii. Estimates the commercial and development gains for business, the community and the government with more affordable internet; and
  - iii. Propose a structure of the SOE wholesale provider that will maintain profitability and ensure the Coral Sea Cable translates to increased affordability for business and consumers;
- d. Present findings, recommendations and how the recommendations could be implemented to BCPNG for review and integrate comments into a final report for BCPNG approval; and
- e. Prepare advocacy materials to publicly explain the report's conclusions and recommendations.

### Activity Schedule

An indicative activity schedule for undertaking the report, with the following schedule of activities earmarked for implementation is provided below:

#	Phase	Details	Location
1	Establishing the Report Approach	Establish and submit proposed report workplan to BCPNG for approval, including: <ul style="list-style-type: none"> <li>• Methodology for implementing workplan, any data collection (if required), timeframes, stakeholder consultation</li> </ul>	Home-Base
2	Desktop Review	Review of relevant documentation to prepare for in-country consultation including: <ul style="list-style-type: none"> <li>• Relevant PNG Government ICT and regulatory pricing policies</li> <li>• Relevant research examining internet pricing in PNG including Deloitte-National Research Institute paper on internet prices in PNG</li> </ul>	Home-Base
3	In-country kick-off	Meeting with BCPNG Executive Director and Internet Working Group Chair to confirm in-country consultation plan.	In Country

4	Stakeholder consultation and data collection	<p>Conduct consultation and data collection (where applicable) in line with approved workplan, including engagement with:</p> <ul style="list-style-type: none"> <li>• BCPNG Internet Working Group</li> <li>• PNG Government officials, including the Department of Communication and Information</li> <li>• PNG regulators, including the National Information &amp; Communications Technology Authority (NICTA) and the Independent Consumer and Competition Commission (ICCC)</li> <li>• Telecommunications providers, including Digicel, b-Mobile, Telkom PNG and Dataco</li> <li>• ISP provides, including Global Technologies, Digitec, Datec</li> <li>• Telecommunications consumers, including large data users and ICT start-ups in the finance and SME sectors</li> <li>• Research organisations including the Institute of National Affairs and the National Research Institute</li> <li>• Donors, including the World Bank and the Asian Development Bank.</li> <li>• AHC Transport and Infrastructure, and Economics teams</li> <li>• EGIG Partnership.</li> </ul>	In Country
5	Analysis and synthesis	<p>Development of position paper for BCPNG, including:</p> <ul style="list-style-type: none"> <li>• the current retail prices in PNG faced by businesses including the legal and policy environment,</li> <li>• compare the current pricing arrangements of existing telecommunication providers in PNG,</li> <li>• existing practices of business users of internet and potential to increase activities if greater affordability, including potential GDP growth,</li> <li>• Draft conclusions and policy recommendations, and how these could be implemented. This will include a structure of the SOE wholesale provider that will maintain profitability and ensure the Coral Sea Cable translates to increased affordability for business and consumers.</li> </ul>	In-Country or Home Base
6	Submit position paper	Submit position paper to BCPNG Executive Director and the BCPNG Internet Working Group Chair	In-country or Home Base
7	Position paper review	Integrate BCPNG Executive Director and Internet Working Group Chair comments and resubmit to BCPNG Executive Director	In-country or Home Base
8	BCPNG presentation	Present to BCPNG Executive Director, Internet Working Group and other key stakeholders	In-Country
9	Feedback integration and report finalisation	Finalise report in line with feedback from BCPNG and other stakeholders and finalise advocacy materials	In-Country or home base

	BCPNG can use to communicate conclusions and recommendations.	
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### 2.3. MILESTONE DELIVERABLES

The successful tenderer will be contracted in accordance with the indicative Milestone Payment Schedule below.

Milestone No.	Milestone Deliverable	Means of Verification	Milestone Delivery Date	Fee percentage
Mobilisation Payment	Contract signing Proposed workplan	Proposed workplan submitted and accepted by BCPNG Executive Director		20%
Milestone 1	In-country consultation Submission of position paper to BCPNG Executive Director	Position Paper submitted and accepted by the BCPNG Executive Director	Within 30 calendar days of contract signing	30%
Milestone 2	Presentation to BCPNG Delivery of final report to BCPNG and advocacy materials	Final Report submitted and accepted by the BCPNG Executive Director	Within 40 calendar days of contract signing	50%
			TOTAL:	100%

### 3. PART 3- TENDER CONDITIONS

#### 3.1. ABOUT THIS REQUEST FOR TENDER (RFT)

This 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 AND ADDENDA

Tenderers should direct any queries arising from this RFT to the Abt Associates Contact Officer set out in Part 1- Tender Particulars.

All such queries are to be directed to the Abt Associates Contact Officer via email only. Telephone enquiries will not be taken.

#### 3.3. TENDER MODIFICATION PROCEDURE

Abt Associates may, in its absolute discretion, issue modifications to this Tender. Such modifications may include variations to the Tender or additional information in relation to the Tender.

If Abt Associates elects to issue modifications to the Tender prior to the Tender Closing Time and Date, Abt Associates will issue a formal addendum to the Tender via email.

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

#### 3.4. CONDITIONS FOR PARTICIPATION

The following conditions must be met by the Tenderer:

- a. the Tenderer must exist as a legal entity at the Tender Closing Time and Date
- b. at the time of lodgement of their Tender, Tenderers 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
- 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 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 Department of Foreign Affairs and Trade website at [www.dfat.gov.au](http://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](http://www.worldbank.org) (the "World Bank List"); or

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

### **3.5. 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 electronically via email;
- b. The Tenderer must submit a technical proposal as set out in Part 1- Tender Particulars;
- c. The Tenderer must complete Part 5- Tender Response Schedules;
- d. The Tender, including all attachments and supporting material, must be written in English; and
- e. Alternative solutions will only be considered where the Tenderer also provides in its Tender a response that conforms to the specified requirements of this RFT.

### **3.6. LATE LODGEMENT POLICY**

Abt Associates will exclude late tenders from the Tender process and will not admit them to evaluation. The Tender response is late if:

- a. it is submitted after the tender closing time; or
- b. it is incomplete as at the tender closing time (including where the Tender response includes electronic files that cannot be read or unencrypted).

### **3.7. 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.

### **3.8. OWNERSHIP OF RESPONSE MATERIAL**

All material submitted in response to this Tender 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.

### **3.9. CONFLICT OF INTEREST**

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 Tender response, 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.

### **3.10. SECURITY**

Tenderers need to be aware that in some regions security issues could require particular attention. The successful Tenderer will be responsible for the security of their personnel and for taking out and maintaining appropriate insurance cover for their personnel.

### **3.11. INSURANCE**

All potential providers must have appropriate insurance cover as a condition of submitting a response and, at a minimum, professional indemnity and public liability insurance or their equivalent. 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.

### **3.12. ETHICAL DEALING, FINANCIAL AND PROBITY CHECKS**

Abt Associates' policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the Tender 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 Tender 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 Tender 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 Tender 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 Tender 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 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.

### **3.13. CHILD PROTECTION**

The successful Tenderer must have appropriate child protection policies in place and / or be willing to comply with Abt Associates and DFAT's 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.

### **3.14. ALTERNATIVE TENDERS**

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

- a. also provides a Tender that fully conforms to the requirements in the Terms of Reference;
- b. proposes a solution that satisfies the functional requirements of the Terms of Reference;
- 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 Terms of Reference.

### **3.15. RIGHT NOT TO PROCEED**

Abt Associates is not bound contractually, or in any other way to the Tenderers who respond to this Tender. 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.

### **3.16. COSTS BORNE BY TENDERER**

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, discussions, presentations and providing any additional material required by Abt Associates, will be borne exclusively by the Tenderers.

### **3.17. TENDERER ACKNOWLEDGEMENTS**

Tenderers are considered to have:

- a. examined this Tender, any documents referenced in this Tender 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 inquiries 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 RFT 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 Tender, but they have relied entirely upon their own inquiries and inspection in respect of the subject of their Tender response.

### **3.18. RIGHTS OF ABT ASSOCIATES**

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

- a. not proceed with the Tender;
- b. suspend, defer or change the structure and timing of the Tender;
- c. determine at any time a short list of Tenderers;
- d. seek amended Tenders or call a new Tender;
- e. forward any clarification about this Tender 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 Goods and/or Services to the Goods and/or Services outside of this Tender process; and/or
- h. terminate any negotiations being conducted at any time with the Tenderers.

## **4. PART 4- EVALUATION**

### **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- Tender Particulars.

The Tenderer's written Tender response to the requirements set out in Part 1- Tender Particulars will be used by the Tender Evaluation Panel to evaluate Tenderers 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 responses.

### **4.2. EVALUATION PROCESS**

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

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

- a. each of the specific evaluation criteria identified in Part 1- Tender Particulars; and
- b. the overall value for money proposition presented in the Tenderer's Response.

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

- a. fitness for purpose;
- b. performance history;
- c. risk;
- d. whole of life costs; and
- e. continuous improvement.

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.

Following technical assessment of bids, Abt Associates will undertake a price assessment to determine the most cost-effective proposal. Abt Associates will then undertake an overall value for money assessment to identify a preferred supplier.

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

- a. Receipt and Registration of Responses;
- b. Screening of Responses;
- c. Technical assessment of bids;
- d. Price Assessment;
- e. Evaluation of value for money and Risk; and
- f. Tender 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 Agreement.

### **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.