

- 28.2 Failure by the Tenderer to respond to a request for Clarification in the manner required by the department and in the time required by the department may:
- a) have an adverse impact on the evaluation of the Tender; or
  - b) result in the Tender being excluded from the evaluation process.

## 29. Site visits, demonstrations, presentations and interviews

- 29.1 Throughout the evaluation process for this RFT the department may:
- a) require the Tenderer to attend an interview;
  - b) require the Tenderer to deliver a face-to-face presentation to the department on key areas of its Tender, including those areas which require further clarification by the department;
  - c) require a visit to the Tenderer's site(s), or the site(s) of customers of the Tenderer; and
  - d) require discussions with, or visits to, subcontractors of the Tenderer.
- 29.2 The Tenderer may be required by the department to execute consents to undertake the activities outlined in Section 29.1 (and secure consent from subcontractors or Related Entities) and if required by the department should do so.
- 29.3 The Tenderer will be required to comply with any additional rules or requirements issued by the department for such activities, such as restrictions on the Personnel who may attend an interview.
- 29.4 Failure by the Tenderer to respond to a request for an activity mentioned in this Section in the manner required by the department and in the time required by the department may:
- a) have an adverse impact on the evaluation of the Tender; or
  - b) result in the Tender being excluded from the evaluation.
- 29.5 If any of the activities in this Section 29 are held, information regarding logistics will be notified to the relevant Tenderers closer to the time. The outcome of any presentations will be used to inform the department's assessment of capability, price and/or risk.

## 30. Further enquiries by the department

- 30.1 Without limitation, the department or its Nominees may make their own enquiries, at any stage during the evaluation process, about any matters that are relevant to the Evaluation Criteria.
- 30.2 The department may conduct checks with regulatory agencies, local and abroad, including but not limited to the Australian Securities and Investment Commission, the Australian Competition and Consumer Commission and State and Territory authorities, relating to the Tenderer (and, where applicable, subcontractors or Related Entities).
- 30.3 The department may also obtain advice from Nominees about any matters that may be relevant to the evaluation of a Tender, and consider this during the evaluation process.

#### 30.4 The Tenderer agrees to:

- a) provide to the department and any Nominee, on request, all information that the department or the Nominee reasonably requires to undertake an assessment under this Section; and
- b) otherwise assist the department and any Nominee as reasonably necessary in relation to an assessment.

#### 30.5 Any failure by the Tenderer to assist the department or its Nominees in conducting such checks may have an adverse impact upon the evaluation of its Tender.

### 31. Referees

#### 31.1 The Tenderer should provide two referee contacts for each case study provided in response to the Transformation Experience requirement. Referee contact details should be provided in the allocated place in Attachment B – Form of Response. The Tenderer should not nominate the department or departmental personnel as a referee (and should not use a department project as a case study).

#### 31.2 Where the Tenderer seeks to rely on the capability or experience of a subcontractor in order to respond to the Transformation Experience requirement, and that subcontractor is named at Annexure 2 of Attachment B, the Tenderer should include referee contact details in respect of that subcontractor's involvement in the relevant case study in the allocated place in Attachment B – Form of Response.

#### 31.3 The department may, at any stage during the evaluation process:

- a) ask referees about any aspect of the performance of services relevant to this RFT; and
- b) at its sole and absolute discretion, contact any other customer of the Tenderer, regardless of whether it has been nominated as a referee by the Tenderer.

#### 31.4 Any failure by the Tenderer to assist the department in conducting such checks may have an adverse impact upon the evaluation of its Tender.

### 32. Assessment of financial viability

#### 32.1 The future financial viability of the SI Panel members is critical to the success of the WPIT Programme, for the following reasons:

- a) the System will be a critical piece of Australian Government ICT infrastructure – the design and development of the System will extend over a period of 5-7 years, and require the SI to deploy significant financial and human resources over that period;
- b) the department will pay for Services only on successful completion of milestones, if milestones are specified in the relevant Work Order, (usually successful implementation into production of a defined functionality set), and an SI may be required to continue to deploy significant resources for some time without receiving milestone or other payments;



- c) after the System is fully deployed at the end of the WPIT Programme, any SI that has provided software (either SI-owned or third party products supplied by the SI) that is incorporated into the System will need to support the System for a lengthy period;
- d) very high levels of resources may be required at times in order to meet agreed milestones; and
- e) the contractual arrangements are likely to require SI Panel members to accept significant financial risk.

32.2 The department intends to commission Corporate Scorecard Pty Ltd to conduct a financial viability assessment of the Tenderer, which will be used as an input for assessing the level of risk associated with the Tenderers response.

32.3 The financial viability assessment will only cover the legal entity that is the Tenderer, unless the Tenderers response sufficiently:

- a) identifies other legal entities, (e.g. other members of the Tenderer's corporate group or its consortium); and
- b) explains how the Tenderer will have access to the financial resources of those other entities.

32.4 Corporate Scorecard Pty Ltd may seek additional information from the Tenderer for the purpose of preparing a financial viability assessment. If the Tenderer does not provide the requested information to both Corporate Scorecard Pty Ltd and the department within the time specified in the request, the department will evaluate the Tenderer's response on the basis of the information available, which may result in an adverse risk assessment.

### 33. Selection of preferred Tenderers

33.1 The department may identify any number of preferred Tenderers to proceed to negotiation of the SI Panel Deed.

33.2 The department's selection of the preferred Tenderers:

- a) does not affect or limit the department's rights or the Tenderer's obligations under this RFT; and
- b) is not a representation that any SI Panel Deed will be entered into by the department and those preferred Tenderers.

33.3 The department may commence or discontinue negotiations of the SI Panel Deed with one or more preferred Tenderers at any stage.

33.4 Following negotiations, the department may execute the SI Panel Deed with one or more preferred Tenderers.

### 34. Debriefing

34.1 After evaluation is complete, the department will notify Tenderers of the outcome.

- 34.2 The department will offer the Tenderers a debriefing after the SI Panel has been established. Debriefings will occur in person in Canberra or by phone following the execution of the SI Panel Deeds.

## 35. Complaints

- 35.1 Any complaints about the RFT process should be lodged in writing by sending the complaint to the RFT Contact Officer, at the email address specified in Section 10, RFT Contact Officer. Complaints will be handled in accordance with the WPIT Programme's complaint-handling process.

## 36. Prime contractor responsibilities, including subcontractors

- 36.1 If the Tenderer is proposing in its Tender to use third parties to provide any part of the Services under the SI Panel Deed, the Tenderer should provide details of the relationship between the Tenderer and the third party and outline the proposed contractual and operational arrangements it has in place with such third parties to meet the obligations it is proposing in its Tender.
- 36.2 For example, the Tenderer may propose subcontractors to provide Services and/or associated products to meet the WPIT Programme requirements.
- 36.3 The Tenderer should provide details of any subcontractors they propose to use in providing the Services or associated products, at Attachment B – Form of Response.
- 36.4 Any Tender that includes part of the Services being performed by subcontractors (including those in the Tenderer's corporate group) should contain a statement that the Tenderer will act as prime contractor for the performance of its Services. Acting as prime contractor means that the Tenderer:
- a) accepts responsibility and liability for the performance and acts and omissions of any third party that the Tenderer engages to perform part of the Services; and
  - b) will act as the single point of contact with the department and liaise with any subcontractor that the Tenderer engages to perform part of the Services as necessary.
- 36.5 The Tenderer must ensure that an appropriately authorised official of each proposed subcontractor agrees to the Tender (including the responsibilities and performance obligations allocated to the relevant subcontractor) in the form submitted by the Tenderer.
- 36.6 The department reserves the right to communicate directly with any subcontractor for the purposes of this RFT (without the presence of the Tenderer), including face to face meetings or relevant site visits.
- 36.7 The Tenderer should note that as part of the risk assessment in Stage two of the evaluation process (as outlined in Section 27.16 & 27.15) the department will include an assessment of any risks arising out of significant Services being made available to the department by the Tenderer under a subcontract arrangement, as compared with the Services being made available directly by the Tenderer itself. The Tenderer considering a proposal that would involve subcontracting may wish to take this into account when deciding to submit a Tender.



- 36.8 The department will be required to report the details of any subcontractors engaged by the Tenderer. The Tenderer is required to agree, in the Tender Declaration Deed Poll, to the public disclosure of the name and details of any subcontracts and subcontractors engaged. It is the Tenderer's responsibility to obtain the subcontractor's agreement to the disclosure of its information
- 36.9 Even if the Tenderer is a selected member of the SI Panel, the use of particular subcontractors is subject to the department's approval, and the department reserves the right to refuse approval of any subcontractor.

## 37. Joint Tenders (e.g. Consortium Tenders)

- 37.1 The department will only accept a Tender from a single legal entity, and will not consider a joint Tender from two or more separate legal entities.
- 37.2 Where two or more separate legal entities wish to participate jointly in a Tender (e.g. as a consortium), then they must nominate a single legal entity as the Tenderer, which if successful, will accept prime contractor responsibility as provided in Section 36. If it is proposed that other entities are to be used to provide any part of the Services offered by the Tenderer, the Tender should note all of Section 36, and nominate the other entities as proposed subcontractors in Annexure 2 of Attachment B – Form of Response.
- 37.3 Where an arrangement outlined in Section 37.2 is proposed, the department reserves the following rights:
- a) to require the Tenderer to include in its subcontract with any subcontractor provisions that impose obligations on the subcontractor dealing with certain matters including Intellectual Property, confidentiality, privacy and security, audits, compliance with Government policy and any other provisions required by the department to ensure that the subcontractor is bound in the same way as the prime contractor is bound;
  - b) to require the ability to have a direct agreement with any or all subcontractors to the Tenderer; and
  - c) to require that the obligations of the Tenderer be guaranteed by each or a particular subcontractor or by the ultimate parent company of each or a particular subcontractor.

# RFT for the procurement of a Systems Integrator Panel

## Part 4 – Conditions of Tender

### 38. Unlawful or improper acts and assistance

#### 38.1 The Tenderer must not:

- a) lodge a Tender that:
  - i. contains false or misleading claims or statements;
  - ii. has been prepared with the improper assistance of anyone who has been or is involved in the WPIT Programme; or
  - iii. uses information unlawfully obtained (including unlawfully obtained from the department);
- b) attempt to improperly influence, or improperly influence, any officer, employee, contractor or agent of the department, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the preparation of its Tender; or
- c) act in an unethical or improper manner, or contrary to any law.

#### 38.2 The department reserves the right to exclude the Tenderer if it is deemed to have engaged in conduct contrary to this Section from further consideration in the RFT process.

### 39. No collusion or lobbying

#### 39.1 The Tenderer, or any corporation or person (including directors or senior managers) associated with its Tender, must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgement of a Tender or participation in this RFT process.

#### 39.2 If the department suspects such activities have occurred, it may notify the appropriate regulatory authority and provide it with information regarding the Tenderer and its conduct. The provision of such information will not be taken to be an infringement of any obligation of confidentiality to the Tenderer.

#### 39.3 The department may exclude a Tender from further consideration if:

- a) the Tenderer, or any corporation or person, including directors or senior managers associated with its Tender, have ever contravened the anti-competitive conduct provisions of the *Competition and Consumer Act 2010* (Cth) or equivalent laws in Australia or overseas; or
- b) full disclosure of any or all contraventions of the anti-competitive conduct provisions of the *Competition and Consumer Act 2010* (Cth) or equivalent laws in Australia or overseas has not been made in the Tender.



- 39.4 The Tenderer must not engage in, procure or encourage others to engage in, any activity that would result in a breach of the Lobbying Code of Conduct and APSC Circular 2008/4 Requirements relating to the Lobbying Code of Conduct and post separation contact with Government.
- 39.5 The department reserves the right to exclude the Tenderer if it is deemed to have engaged in conduct contrary to this Section from further consideration in the RFT.

## 40. Unconditional offer

- 40.1 The department will not enter into an SI Panel Deed with a preferred Tenderer, where the preferred Tenderer's obligations under the SI Panel Deed, or its performance of Services, are conditional on the Tenderer obtaining further approvals (including regulatory approvals).

## 41. SI and CSV – no exclusivity

- 41.1 A Tenderer, or corporation or person (including directors or senior managers) associated with its Tender, must not enter into any contract or arrangement, or arrive at any understanding, with any other person (including without limitation, any other Tenderer to this RFT, or a respondent or tenderer in the CSV procurement (REOI or RFT 2015/15745), which has the purpose or effect of:
- a) preventing or discouraging that person from bidding for or undertaking work in relation to the WPIT Programme on that person's own account or as a supplier to any other person; or
  - b) prescribing the conditions on which that person would bid for or undertake work in relation to the WPIT Programme.
- 41.2 Section 41.1 does not prevent the Tenderer entering into an exclusive subcontract with another person for the purposes of the WPIT Programme, provided that subcontract allows the subcontractor to contract with the department, including for the provision of Services on any aspect of the WPIT Programme, should the department seek to do so as part of this or any other procurement.
- 41.3 The department reserves the right to exclude the Tenderer if it is deemed to have engaged in conduct contrary to this Section from further consideration in the RFT.

## 42. No guarantee of work

- 42.1 Although the department currently proposes to source most of its required Services for the WPIT Programme from the T2 SI (or SI for other Tranches, as selected from time to time from the SI Panel), the SI Panel will not be exclusive, and the department does not guarantee it will place any orders with SI Panel members but maintains the right to do so. The department may also continue to source Services through other tender processes.

## 43. Termination of the RFT Process

- 43.1 Without limiting any of its rights under this RFT, at law or otherwise, the department may, at its absolute discretion (including where the department's requirements have changed so as to make this RFT or part of this RFT redundant, or if to continue would be inconsistent with the department's or Commonwealth policy), suspend or terminate this RFT process, or part of this RFT process at any time if the department determines that:
- a) it is in the public interest to do so (which may include where there is a policy change by the Government);
  - b) no Tender represents value for money;
  - c) no conforming or compliant Tender is received;
  - d) no Tender meets the minimum score for the Transformation Experience Requirement; and
  - e) no Tender meets the minimum content and format requirements in Section 12.
- 43.2 If the department suspends or terminates this RFT process, then the department will:
- a) notify Tenderers to this effect; or
  - b) issue a formal notice through AusTender.

## 44. Commonwealth policy and coordinated procurement

- 44.1 Tenderers should note that it is Commonwealth policy to establish coordinated procurement contracting arrangements for the delivery and/or acquisition of certain goods and services by or to Commonwealth entities, where it can be established that the centralised procurement of those goods and services could deliver savings to the Commonwealth.
- 44.2 The process of identifying such goods and services is currently underway. It is therefore possible that this procurement may become subject to a coordinated procurement contracting arrangement:
- a) before the Closing Time;
  - b) after the Closing Time but before a contract is signed; or
  - c) during the period of any contract entered into as a result of this RFT.
- 44.3 If paragraph 44.2(a) or 44.2(b) above applies, the department may terminate the RFT process and not proceed to enter into any contract as a result of this RFT.
- 44.4 If paragraph 44.2(c) above applies, the department may exercise its right under any contract entered into with the successful Tenderer to terminate any such contract for convenience in accordance with the terms of that contract



## 45. Rights of the department

45.1 The department reserves the right, in its absolute discretion at any time, to:

- a) vary the terms of this RFT, including the structure, Evaluation Criteria, requirements, process or timing referred to in this RFT;
- b) waive or vary any obligation of any Tenderer under this RFT;
- c) exclude from consideration any Tender which is, in the absolute opinion of the department, incomplete, not competitive or not in compliance with this RFT;
- d) accept or reject any conforming or non-conforming Tenders, including Tenders submitted after the Closing Time;
- e) seek amended Tenders or call for new Tenders;
- f) cease, suspend or terminate the process of procuring a SI Panel at any time for any reason if the department considers it is in the public interest to do so;
- g) provide additional information or clarification to any Tenderer at any time;
- h) seek Clarification from any Tenderer (including its subcontractors or agents);
- i) seek and/or contact any contacts or referees other than those proposed by the Tenderer;
- j) not respond to a question submitted in accordance with Section 10, RFT Contact Officer;
- k) allow or refuse to allow, the Tenderer to enter into the SI Panel Deed or Tranche One Participation Deed in the name of a different legal entity to that which submitted the Tender;
- l) negotiate with more than one Tenderer, or any other party, at any time, or discontinue any negotiations;
- m) invite two or more SI Panel members, or any other party, to participate in a CD process, or discontinue any such process; or
- n) conduct a subsequent procurement process, and subject to any obligations relating to Intellectual Property and non-disclosure obligations outlined elsewhere in this RFT, use information gained in this RFT process for that purpose.

45.2 Without limiting its other rights under this RFT or at law, if the department concludes that a Tenderer has retracted, or attempted to retract, undertakings under which material technical, commercial, financial, corporate, relationship management, legal or contractual issues were resolved during negotiations, the department may choose not to proceed with that Tenderer and/or exercise another right given by this RFT or at law

45.3 These rights are in addition to any other rights or remedies the department may have elsewhere in this RFT, under law, in the Data Room Deed Poll, the Declaration Deed Poll or in the SI Panel Deed.

## 46. No liability

46.1 The department will not be liable or in any way responsible for any loss, damage, cost or expense incurred by the Tenderer because the department:

- a) exercises, or fails to exercise any rights referred to in this RFT; or
- b) fails to inform the Tenderer of the exercise of or failure to exercise any rights referred to in this RFT.

## 47. Conflict of Interest

- 47.1 The Tenderer must not, and must ensure that its officers, employees, agents and contractors do not, place themselves in a position that may or does give rise to an actual, perceived or potential conflict of interest between the interests of the department and the Tenderer's interests during the RFT process.
- 47.2 If the Tenderer has an actual, perceived or potential conflict of interest, that interest must be declared in Attachment B – Form of Response, and the Tenderer will be required to comply with any instructions of the department on managing that declared interest.
- 47.3 If, during the RFT process, an actual, perceived or potential conflict of interest arises, or appears likely to arise, the Tenderer is required to immediately notify the department in writing and comply with the instructions of the department following that notification. If the Tenderer fails to notify the department or is unable or unwilling to resolve or deal with the conflict of interest as instructed, the Tender may be excluded from further consideration.
- 47.4 Examples of an actual, perceived or potential conflict of interest include, but are not limited to:
  - a) the Tenderer, or any of its Personnel or subcontractors, has a relationship with, and obligations to, an organisation which would, or would appear to, affect the ability of the Tenderer to provide the Services or would bring disrepute to or embarrass the department or the Commonwealth; or
  - b) the Tenderer, or any of its Personnel or subcontractors, has a financial or corporate relationship with another person which may influence, or appear to influence, a decision made by the Tenderer or its capacity to make independent decisions, in the best interest of the department, in performing its obligations under the SI Panel Deed.

## 48. Costs

- 48.1 All costs and expenses incurred by the Tenderer (including any subcontractor's costs and expenses) in responding to this RFT or participating in this RFT process, including in relation to due diligence, attending the industry briefing, attending the Data Room, responding to the department's requests for Clarification are the Tenderer's sole responsibility.

## 49. Reliance

- 49.1 This RFT contains information and data that the department believes to be reliable at the date of publication but which has not been independently verified or audited and which may change.
- 49.2 The information, data and statements provided in, and in connection with, this RFT (including any information or statements relating to future matters) are provided for



convenience only and the department assumes no responsibility, duty of care in respect of, gives any warranty or makes any representation, express or implied, as to such information, data and statements (including their accuracy, currency, reliability or completeness).

- 49.3 The Tenderer must satisfy itself and is responsible for forming its own independent judgments, interpretations, conclusions and deductions about any information or data in this RFT and the Tenderer should examine all information relevant to the risks, contingencies and other circumstances that could affect its Tender. The Tenderer should seek its own professional advice as appropriate, and should not construe this RFT as providing investment, legal, business or tax advice.
- 49.4 By lodging a Tender, the Tenderer will be deemed to have made its own judgements regarding the interpretation of this RFT, and not to have relied on any information, data, statements or any conduct of the department or its officers, employees, agents, advisers or contractors.
- 49.5 The department may rely on any statement made by the Tenderer (including its employees, contractors, advisers, and agents) as part of the RFT process.
- 49.6 Except as required by law and only to the extent so required, the department and its officers, employees, agents, advisers and subcontractors will not be liable to any person for any loss, damage, cost or expense arising from any information or representation, actual or implied, contained in or omitted from this RFT, or by reason of any reliance by any person on such information or representation.

## 50. Taxation

- 50.1 An SI Panel member will be expected to strictly comply with its obligations under Australian GST legislation with any relevant rulings issued by the Australian Taxation Office (ATO), and to remit GST to the Australian Taxation Office on the fees charged to the department under the SI Panel Deed to the extent legally payable. Accordingly, it is expected that any non-resident Tenderer will either be registered for GST purposes and remit GST directly, or will remit GST through a resident agent.
- 50.2 The Tenderer should note the response instruction in Attachment F – Pricing Schedule requires that rates are all-inclusive of all taxes and other charges (except GST which, to the extent legally payable, will be set out separately). The SI Panel Deed will require that the SI indemnify the department for any taxes or charges that the department may otherwise be liable for in relation to the Services, where those taxes or charges should have been included in the pricing in the Tenderer's response to Attachment F – Pricing Schedule.
- 50.3 The Tenderer is responsible for obtaining their own legal and taxation advice about the GST and other taxes and charges applicable to the Services.

## 51. Change in information

- 51.1 The Tenderer is required to inform the department in writing immediately of any material change to any information contained in its Tender and of any material change in circumstance which may affect the truth, completeness or accuracy of any information provided in, or in connection with, its Tender. The department reserves the right to re-

evaluate the relevant Tender and Tenderers should note that, while new or changed information cannot be used to improve the Tenderer's position, it may adversely affect the evaluation of a Tender.

## 52. Representations in the Tender Declaration Deed Poll

- 52.1 If the department considers that any of the representations made by the Tenderer in Attachment A – Tender Declaration Deed Poll are inaccurate, the department may exclude the Tenderer from further consideration.

## 53. Confidentiality

- 53.1 The department is subject to a number of specific requirements, which support internal and external scrutiny of its tendering and contracting processes.
- 53.2 Subject to this Section, the department will treat as confidential any information provided by the Tenderer prior to the execution of an SI Panel Deed. Unsuccessful Tenders will be kept confidential after the execution of the SI Panel Deed.
- 53.3 The department may:
- a) disclose confidential information:
    - i. to its advisers, Nominees or employees solely for the purposes of this RFT;
    - ii. for the purposes of evaluating Tenders (including disclosure of the Tenderers identify for the purpose of obtaining referee reports);
    - iii. to the responsible Ministers;
    - iv. to Government to inform Government decision-making for the WPIT Programme;
    - v. in response to a House or a Committee of the Parliament of the Commonwealth of Australia;
    - vi. to auditors, assurers and accountability agencies (including ANAO, the Commonwealth Ombudsman and the Privacy Commissioner);
    - vii. where authorised or required by law; or
  - b) use or disclose previously disclosed confidential information that is in the public domain otherwise than due to a breach of this Section.
- 53.4 The department may disclose the identity of preferred Tenderers to other preferred Tenderers during negotiation of SI Panel Deeds, or during mobilisation activities for CD, where that disclosure is necessary for the relevant activity.
- 53.5 Once an SI Panel Deed has been awarded, the confidentiality of the successful Tenderer's confidential information that is included in the SI Panel Deed or Work Orders will be governed by the SI Panel Deed or Work Orders. Information in a Tender that is not included in the SI Panel Deed or any Work Orders will continue to be kept confidential by the department, subject to the limitations on the obligation of confidence as set out in Section 53.2.



- 53.6 Further information relating to the disclosure of Commonwealth contracts and contract information is available at: [www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html](http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html).
- 53.7 The Tenderer may specify (in the allocated place in Attachment B – Form of Response) any information which is contained in its Tender, or which they may provide during the RFT process, that they consider should be protected as confidential information by the department in respect of any resulting contractual arrangement. The Tenderer should also provide appropriate reasons why any such information should be protected as confidential information. The department will only consider treating information as confidential if the information passes the Department of Finance's 'Confidentiality Test' (see paragraph 9 at [www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/practice.html#test](http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/practice.html#test)).
- 53.8 The department will assess any such information tendered, and the consequences of keeping that information confidential, as part of the overall value for money assessment.

## 54. Ownership of RFT and Tenders

- 54.1 All Intellectual Property rights in respect of this RFT are vested in the Commonwealth of Australia.
- 54.2 The Tenderer agrees that the Tender submitted to the department becomes the property of the department and that the department may use, copy, modify, adapt and disclose the Tender for the purposes of evaluating the Tender and, if necessary, preparing and administering contractual documentation, or preparing CD processes, or for WPIT Programme related procurement processes. However, Intellectual Property rights in respect of the information contained in a Tender will not be transferred to the department simply by virtue of submission of that Tender.

## 55. No contract

- 55.1 This RFT is an invitation to treat and is not intended to have contractual effect. Nothing in this RFT should be construed to give rise to any contractual arrangements or rights, express or implied, by this issue of this RFT, or the submission of a Tender in response to it.
- 55.2 No contract, including a process contract, or other understanding (including any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds) will exist or be created between the department and the Tenderer, unless and until a SI Panel Deed is executed by the department and the Tenderer.

## 56. Australian Industry Participation

- 56.1 It will be a condition of each SI Panel Deed that no Work Orders will be issued under the SI Panel Deed until the SI Panel member is able to provide the department with a copy of an approved Australian Industry Participation (AIP) Plan (see Section 10 of the draft SI Panel Deed) appropriate to the nature and scale of the Services. The AIP Plan is required to meet

Government procurement policy, and is not required under the *Australian Jobs Act 2013* (Cth).

- 56.2 It is the department's intention that the Tenderer's undertakings in its AIP Plan will be monitored and managed as part of the broader arrangements for the management of the contractual arrangement between the department and the SI.



# RFT for the procurement of a Systems Integrator Panel

## Part 5 – Commonwealth Legislation and Policies

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### 57. Workplace gender equality

- 57.1 The Tenderer should note the obligations of certain employers under the *Workplace Gender Equality Act 2012* (Cth). Enquiries about the *Workplace Gender Equality Act 2012* (Cth) should be directed to the Workplace Gender Equality Agency at [www.wgea.gov.au](http://www.wgea.gov.au).
- 57.2 If the Tenderer is invited to enter into an SI Panel Deed, it must provide a current letter of compliance from the Workplace Gender Equality Agency within 18 months from the SI Panel Deed commencement date and following this, annually, to the department.
- 57.3 The Tenderer is required to indicate whether or not it is a 'relevant employer' under the *Workplace Gender Equality Act 2012* (Cth) and if so, indicate compliance with the Act in its Tender. If the Tenderer is compliant, it will be required to provide a current letter of compliance as part of its Tender or prior to entering into any resultant SI Panel Deed.
- 57.4 If the Tenderer is named as non-compliant with this Act, the department will not consider, or further consider, its Tender.
- 57.5 If a proposed subcontractor is named as non-compliant with this Act, the department will not consider, or further consider, a Tender as far as it relates to the subcontractor's information.
- 57.6 The Tenderer should note that, if it is successful:
  - a) and if during the term of any resultant contract, it becomes non-compliant with *Workplace Gender Equality Act 2012* (Cth), the Tenderer must notify the department; and
  - b) a further term of any SI Panel Deed will be that the Tenderer does not enter under a subcontract with a non-complying supplier.

### 58. Commonwealth Criminal Code

- 58.1 The Tenderer acknowledges that giving false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

### 59. Fraud control

- 59.1 The Tenderer should note the Government's position on fraud control, set out in the Commonwealth Fraud Control Guidelines at [www.ag.gov.au](http://www.ag.gov.au).

## 60. Unpaid employee entitlements

- 60.1 The department will not contract with the Tenderer (or agree to the engagement of a subcontractor) that has a judicial decision against it relating to employee entitlements (excluding decisions which are under appeal), in respect of which the Tenderer (or subcontractor) has not paid the claim.
- 60.2 The Tenderer is required to declare in its Tender Declaration Deed Poll that it and any party proposed by the Tenderer to provide any of the Services has no such unsettled judgements. If the Tenderer has a judicial decision against it (other than a decision under appeal) relating to employee entitlements where the Tenderer has not paid the claim, the department will not consider, or further consider, the Tender.
- 60.3 If a proposed subcontractor has a judicial decision against it (other than a decision under appeal) relating to employee entitlements where the subcontractor has not paid the claim, the department will not consider, or further consider, a Tender as far as it relates to the subcontractor's information.

## 61. Competitive neutrality

- 61.1 Competitive neutrality requires that Government business activities should not enjoy net competitive advantages over its private sector competitors simply by virtue of public sector ownership.
- 61.2 If the Tenderer is from the public sector, which is a Government business enterprise, it should identify itself as such. Such a Tenderer will be required to demonstrate in the pricing of its Tender that the criteria of competitive neutrality have been met, including payment of relevant taxes and charges, rates of return and costs of funds.

## 62. Australian National Audit Office

- 62.1 The *Auditor-General Act 1997* (Cth) provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents, records and Commonwealth assets, including those on the SI's premises. This access will be required, within a reasonable time period and upon giving reasonable notice, for the purpose of carrying out the Auditor-General's functions. This access will be restricted to information and assets which are in the custody or control of the SI, its employees, agents or subcontractors, and which are related to any resultant SI Panel Deed. Such access will apply for the term of the SI Panel Deed and for a period of seven years from the date of expiration or termination of the SI Panel Deed.
- 62.2 The Tenderer should obtain, and will be deemed to have obtained, its own advice on the impact of the *Auditor-General Act 1997* (Cth) on its participation in this RFT.

## 63. Disclosure of information

- 63.1 The *Freedom of Information Act 1982* (Cth) gives members of the public rights of access to certain documents in the possession of the Government and its entities. This Act extends as far as possible to protect the right of the Australian community to access information



(generally documents) in the possession of the Government, limited only by exceptions and exemptions necessary for the protection of essential public interests and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

- 63.2 The Tenderer should obtain, and will be deemed to have obtained, its own advice on the impact of the FOI Act and all other relevant legislation on its participation in this RFT process. All business sensitive information or other confidential data, which the Tenderer provides in its Tender and considers should be exempt from disclosure under the FOI Act, should be clearly indicated in the Tender.

## 64. Compliance with legislation

- 64.1 The SI Panel Deed will require that all SIs, including its subcontractors, must comply with all applicable legislation.

## 65. Prohibition on illegal workers

- 65.1 It is Government policy not to contract with organisations that engage illegal workers. The SI will be required, under the SI Panel Deed, to not engage illegal workers to assist in providing the Services (that is, any employees or contractors brought into Australia to perform Services must have appropriate visas and work rights).

## 66. UN Dealing with Assets Regulations

- 66.1 The department will not contract with the Tenderer, or permit the engagement of a subcontractor, that is listed as a terrorist under Section 15 of the *Charter of the United Nations Act 1945* (Cth). A consolidated list of such persons, entities and associated assets is maintained by the Department of Foreign Affairs and Trade under the *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth). If the Tenderer is listed as a terrorist, the department will not consider, or further consider, its Tender.
- 66.2 If a proposed subcontractor is listed as a terrorist, the department will not consider, or further consider, a Tender as far as it relates to the subcontractor's information.

## 67. Privacy

- 67.1 The SI Panel Deed will require the SI to comply with the obligations under the *Privacy Act 1988* (Cth), including the Australian Privacy Principles, and not do anything that, if it were done by the department, would be a breach of the *Privacy Act 1988* (Cth).

## 68. WPIT Programme security requirements

- 68.1 In the course of providing the Services, the SI will be required to comply with the WPIT Programme security requirements.
- 68.2 The security requirements will include complying with both Commonwealth and department applicable policies and obligations relating to security. The Tenderer should also familiarise

itself with the Protective Security Policy Framework at [www.protectivesecurity.gov.au](http://www.protectivesecurity.gov.au). These requirements extend to the Tenderer's subcontractors.

- 68.3 If the Tenderer is successful, it will be responsible for all costs associated with complying with the Protective Security Policy Framework and security requirements, including any costs associated with obtaining security clearances.
- 68.4 The Tenderer should note that as a general rule, department Customer data must only be accessed from within Australia and from department specified locations. Further, only personnel who have met the department's personnel security requirements will have access to the department's facilities, systems, data and information.
- 68.5 The department has provided further information regarding the WPIT Programme's security requirements in a Data Room located in Canberra. While viewing of the Data Room is not compulsory for submitting a Tender, The Tenderer is strongly encouraged to review the security information in the Data Room so as to understand the WPIT Programme's security requirements prior to submitting a Tender.

## 69. Web content accessibility guidelines

- 69.1 Having regard to the Web Accessibility National Transition Strategy, the Government is committed to improved web accessibility. Information regarding the Web Accessibility National Transition Strategy and the implementation of WCAG 2.0, and policies relating to accessibility, are available on the Department of Finance's website at [www.finance.gov.au/publications/wcag-2-implementation](http://www.finance.gov.au/publications/wcag-2-implementation) and the Government's Digital Service Standard website at [www.dto.gov.au/standard](http://www.dto.gov.au/standard).
- 69.2 When applicable, all products, services and outputs must conform to WCAG 2.0 (specifying Level AA at a minimum), preferably through the use of Sufficient Techniques (as that term is defined in the WCAG 2.0 Quick Reference at [www.w3.org/WAI/WCAG20/quickref](http://www.w3.org/WAI/WCAG20/quickref)).

## 70. APS Values and Code of Conduct

- 70.1 Commonwealth personnel are subject to the APS Values and Code of Conduct, as contained in Part 3 of the *Public Service Act 1999* (Cth) at [www.comlaw.gov.au](http://www.comlaw.gov.au). When working at departmental sites, the Tenderer, its Personnel and contractors, must demonstrate behaviour consistent with the APS Values and Code of Conduct.

## 71. Applicable law

- 71.1 The laws of the Australian Capital Territory apply to this RFT process.



# RFT for the procurement of a Systems Integrator Panel

## Schedule 1 – Glossary and Interpretation

### 72. Definitions

72.1 In this RFT, unless the contrary intention appears:

Term	Definition
<b>Add-On</b>	means Payments whereby Eligibility is dependent on the Customer also being eligible for, or in receipt of, a specified Payment. They generally carry lower Entitlements and are designed to provide additional targeted support for Customers with specific needs. For example, Rent Assistance cannot be claimed by itself and must be attached to a relevant Payment.
<b>AEDT</b>	means Australian Eastern Daylight Time (Daylight Saving Time).
<b>AEST</b>	means Australian Eastern Standard Time.
<b>ANAO</b>	means the Australian National Audit Office.
<b>Australian Industry Participation plan or AIP Plan</b>	means an Australian Industry Participation Plan that covers the Services in accordance with the AIP Plans: User Guide for developing an AIP Plan (document available at <a href="http://www.industry.gov.au/aip">www.industry.gov.au/aip</a> ).
<b>APS Values and Code of Conduct</b>	means those values and code of conduct as contained in Part 3 of the <i>Public Service Act 1999</i> (Cth).
<b>ATO</b>	means the Australian Taxation Office.
<b>AusTender</b>	means the Australian Government's procurement information system located at <a href="http://www.tenders.gov.au">www.tenders.gov.au</a> .
<b>AusTender Help Desk</b>	means the help desk for AusTender, the contact details for which are set out in Section 16, AusTender.
<b>CCB</b>	means Child Care Benefit.
<b>Circumstance</b>	means the contextual information captured about a Customer used in the determination of Eligibility, Entitlement and payability. Circumstance information relates to a broad range of financial, social, demographic, and other factors, and includes current hours of employment, marital status and number of dependent children.
<b>Clarification</b>	means a request from the department to the Tenderer for clarification of aspects of the Tender or for further information in relation to the Tender, as detailed in Section 28, Clarification of Tenders by the department.
<b>Closing Time</b>	means the time specified in Section 18, Closing Time, as amended in accordance with Section 19, Extension of Closing Time.
<b>Commonwealth</b>	means the Commonwealth of Australia.
<b>Commonwealth Procurement Rules or CPRs</b>	means the Government rules for procurement, issued under the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
<b>Competitive Dialogue or CD</b>	means the process as described in Section 9, Competitive Dialogue.
<b>Component</b>	means a discrete part of the Platform.
<b>Configuration</b>	means tailoring the Platform to meet business requirements by using the existing or developed functionality and features of the Platform.

Term	Definition
<b>Core Data</b>	means data that is recorded for most entities (Customers, third parties, etc.) such as a unique identifier, date of birth, name, address, bank details, etc.
<b>Core Software Vendor or CSV</b>	Means the supplier of the COTS Integrated Technology Platform for the WPIT Programme.
<b>COTS Integrated Technology Platform</b>	means the discrete integrated suite of COTS software components that are engineered and certified to operate as an integrated technology platform provided by a single software vendor (including any subcontractors).
<b>COTS or Commercial Off-The-Shelf</b>	means software which is readily available to commercial or government markets and which has already been supplied to a number of customers in the commercial or government markets.
<b>Customer</b>	means any person who is the recipient of Payments and/or services delivered by or on behalf of the department or DVA.
<b>Customisation</b>	means the development of application code that alters or extends the functionality or features of the Platform to meet business requirements, which is not supported by the CSV as part of core COTS code, and Customise has a corresponding meaning
<b>Data Partner</b>	means an organisation that provides data relating to services to the department or organisations to which the department provides data.
<b>Data Room</b>	means the Data Room established by the department to be accessed by a Tenderer who has executed the Data Room Deed Poll.
<b>Data Room Deed Poll</b>	means the deed poll in the form set out in Attachment D – Data Room Deed Poll.
<b>Delivery Partner</b>	means an organisation (Federal and State governments or non-government organisations) with which the department works to deliver Payments or services for the benefit of Customers. A Delivery Partner providing data to or consuming data from the department's service delivery channels is called a Data Partner and a Delivery Partner providing a payment or service on behalf of the department is called a service Delivery Partner.
<b>Department, or department</b>	means the Commonwealth of Australia as represented by and acting through the Department of Human Services.
<b>DVA</b>	means the Department of Veterans' Affairs.
<b>Ecosystem</b>	means a group of business organisations interacting around common technology, together with relationships (such as alliances) amongst them.
<b>Eligibility</b>	means the determination of whether a Customer's Core Data and Circumstance data qualifies them for the specific Payment.
<b>Enhancement</b>	means the development of additional functionality or features of the Platform to meet business requirements, where the additional functionality or features are supported by the CSV, and <b>Enhance</b> has a corresponding meaning.
<b>Entitlement</b>	means the Payments and services a Customer is able to receive, in accordance with the relevant legislation.
<b>EPP</b>	means Employment Pathway Plan, also known as a Job Plan, that underpins the provision of services to a job seeker. For job seeker's with mutual obligation requirements the Job Plan will record all the items that the job seeker must undertake to satisfy those requirements.
<b>Evaluation Criteria</b>	means the criteria set out in Schedule 3 of this RFT that will be used to evaluate the Tender.
<b>Family Tax Benefit or FTB</b>	means the Family Tax Benefit, a two-part Payment that helps with the cost of raising children as per Section 61.24 of the <i>Income Assessment Act 1997</i> (Cth).



Term	Definition
<b>FOI Act</b>	means the <i>Freedom of Information Act 1982</i> (Cth).
<b>Future State Management Information Architecture</b>	means the Components of the WPIT Programme future state enterprise architecture that deals with the structural design and management of shared information environments.
<b>General Form of Response</b>	means the form of Tender set out in Attachment B – Form of Response.
<b>FTE</b>	means full time equivalent.
<b>Government</b>	means the Australian Government.
<b>ICT</b>	means information and communications technology.
<b>Income Security Integrated System</b>	means the department's current payment administration system that the department is seeking to replace through the WPIT Programme.
<b>Intellectual Property</b>	means all of the rights recognised as intellectual property rights or similar rights anywhere in the world including: <ul style="list-style-type: none"> <li>a) Rights in respect of copyright, patents, circuit layouts, trade marks, designs, trade secrets, know how, domain names;</li> <li>b) Rights to have confidential information kept confidential;</li> <li>c) Any right to apply for registration of any of the rights referred to in paragraph (a);</li> <li>d) Any right to take action in respect of infringement of the rights referred to in paragraphs (a) or (b);</li> <li>e) All rights of a similar nature to any of the rights in paragraphs (a) to (d) which may subsist in Australia or elsewhere; and</li> </ul> the right to sub-license any such right
<b>IVR</b>	means interactive voice response.
<b>JSCI</b>	means Job Seeker Classification Instrument which is used to measure a job seeker's relative difficulty in gaining and maintaining employment and helps identify the level of support that the job seeker will need to find work.
<b>Knowledge Transfer</b>	means a structured approach for the creation, organisation, capture and distribution of knowledge from the SI to the department or any other organisations the department designates.
<b>KPI</b>	means key performance indicator.
<b>Late Tender</b>	means a Tender that is submitted after the Closing Time.
<b>Means Test</b>	means an income or assets test to determine the Eligibility of a Customer to receive a Payment or service.
<b>myGov</b>	means an account that allows Customers to access a range of Government services with one username and password, including services provided by the department, at <a href="http://www.my.gov.au">www.my.gov.au</a> .
<b>New Release</b>	means, in relation to a Component, software which has been produced primarily to extend, alter or improve a Component by providing additional functionality or performance enhancement (whether or not defects in the software are also corrected) while still retaining the original designated purpose of the Component (as the context requires).
<b>Nominee</b>	means an individual or organisation appointed by the department to undertake tasks on its behalf relevant to the evaluation of this RFT.
<b>Panel or SI Panel</b>	means the panel of SIs that have each entered into a Standing Offer Panel Deed with the department for the provision of scope as part of the WPIT Programme.
<b>Participant</b>	means the members of the SI Panel and the CSV collectively.

Term	Definition
<b>Partner or Partnership</b>	means a strategic relationship where the SI will leverage the demonstrated skills and expertise of its business and executives to successfully collaborate with the department and other entities to integrate into and facilitate the WPIT Programme governance, and partner with departmental personnel to co-deliver components of the WPIT Programme.
<b>Partnering model</b>	means the model described in Section 6.
<b>Payment(s)</b>	means any welfare or other comparable government programme disbursements paid to Customers by or on behalf of the department or DVA. Payments can refer to pensions, benefits and ancillary payments (including Add-Ons and supplements).
<b>Personas</b>	means hypothetical archetypes of actual users. They represent a user group and summarise key characteristics of the user (including their values, beliefs and behaviours).
<b>Personnel</b>	means a director, officer, employee, contractor or adviser of the Tenderer or of a Related Entity of the Tenderer.
<b>Platform</b>	means the COTS Integrated Technology Platform which will be provided by the CSV.
<b>Policy Partner</b>	means a government department that provides the policies the department delivers, or leverages the department's capabilities for its core business processing.
<b>PPP</b>	means Parenting Payment (partnered) as defined in Section 18 of the <i>Social Security Act 1991</i> (Cth).
<b>Preferred SI Panellist</b>	means an SI that is selected to be an SI Panel member, but has not yet signed the SI Panel Deed.
<b>Preferred T2 SI</b>	means an SI in the CD process that is yet to be issued with, or agreed a Work Order, but that will be invited to negotiate a Work Order for Tranche 2.
<b>Product Features</b>	means product features as described in Section 23 of Attachment H – Programme Overview.
<b>Profile</b>	means the welfare-related information stored by the department about a Customer. It extends to information relating to Payments and services delivered on behalf of other entities, such as the Department of Veterans Affairs, and includes all facets of a Customer such as Core Data, Circumstance, financial, preferences and transaction history.
<b>Programme Referee</b>	means the person/s jointly appointed by the department, CSV and SI to act as an independent umpire of disputes in certain circumstances.
<b>Real-Time</b>	means actions occurring in 'real time' or appear to occur virtually immediately, in that there is no enforced wait between executing and completing an event.
<b>Related Entity</b>	means, in relation to the Tenderer: <ul style="list-style-type: none"> <li>• a Subsidiary of the Tenderer;</li> <li>• a parent company of the Tenderer;</li> <li>• an entity of which the Tenderer is a Subsidiary; or</li> <li>• a Subsidiary of another entity of which the Tenderer is also a Subsidiary.</li> </ul>
<b>RFT</b>	means this Request for Tender for the procurement of an SI Panel.
<b>RFT Contact Officer</b>	means the department's contact person for this RFT in accordance with Section 10, RFT Contact Officer.



Term	Definition
<b>Risk Profile</b>	means the factors present in information known about a party that indicates the likelihood, impact, or type of consequence that could occur and which is used to predict and manage the likelihood of a range of negative outcomes.
<b>Roadmap</b>	means the multi-year plan for the Platform outlining proposed major version changes, feature releases and functionality changes.
<b>SAP or SAP Australia</b>	means SAP Australia Pty Ltd (ABN 26003682504), incorporated in Australia.
<b>Services</b>	means all services able to be supplied (i.e. within scope) or supplied (i.e. actually provided) to the department by an SI in accordance with the SI Panel Deed.
<b>SI Panel or Panel</b>	means the panel of SIs that have each entered into a Standing Offer Panel Deed with the department for the provision of scope as part of the WPIT Programme.
<b>SI Panel Deed</b>	means the Standing Offer Panel Deed for the provision of Services as part of the WPIT Programme, in the form set out at Attachment J – SI Panel Deed.
<b>SLA</b>	means service level agreement.
<b>Straight Through Processing (Processing)</b>	means the automation of service delivery transactions and orchestration processes digitally removing staff interaction unless otherwise mandated via legal, procedural or legislative necessity.
<b>Subsidiary</b>	has the meaning given in the <i>Corporations Act 2001</i> (Cth).
<b>System</b>	means the Platform as modified from time to time, including any other products, Enhancements or Customisation incorporated or added to the Platform from time to time.
<b>Systems Integrator or SI</b>	means a systems integrator, including its subcontractors, chosen by the department to be a member of the SI Panel for the WPIT Programme.
<b>T2 SI</b>	means an SI who was successful in the CD process and has been issued with and agreed to a Work Order.
<b>TAFE</b>	means a technical and further education institution.
<b>Tender</b>	means a Tender submitted in response to this RFT.
<b>Tender Declaration Deed Poll</b>	means that deed in the form set out in Attachment A – Tender Declaration Deed Poll.
<b>Tenderer</b>	means an entity that intends to submit or has submitted a Tender.
<b>Tenderer Contact Person</b>	means the person specified as the Tenderer's contact person at AusTender registration and in the Tender.
<b>TOGAF</b>	means a framework for enterprise architecture that provides an approach for designing, planning, implementing, and governing an enterprise information technology architecture.
<b>Tranche</b>	means a phase of implementation of the WPIT Programme as described in Attachment H – Programme Overview.
<b>Tranche One Participation Deed</b>	means that deed in the form set out in Attachment K – Tranche One Participation Deed.
<b>Unintentional Errors of Form</b>	means an error that the department is satisfied: <ul style="list-style-type: none"> <li>a) represents incomplete information not consistent with the Tenderer's intentions and, if relevant, capabilities at the time the Tender was lodged; and</li> <li>b) does not materially affect the competitiveness of the Tenderer's bid.</li> </ul>

Term	Definition
<b>Welfare Payment System</b>	means the system that currently delivers Payments and services to Customers.
<b>Work Order</b>	means those separate agreements under the SI Panel Deed that will be entered into with the SI for provision of Services for the second or subsequent Tranches of the WPIT Programme.
<b>WPIT Programme or WPIT</b>	means the Welfare Payment Infrastructure Transformation being implemented by the department.
<b>WPIT Programme Outcomes</b>	Means the outcomes describes in Section 16 of Attachment H– Programme overview.

72.2 In this RFT, except where the contrary intention is expressed:

- a) a reference to time, unless specified otherwise, is to the time in the Australian Capital Territory;
- b) words importing a gender include each other gender;
- c) words in the singular include the plural and vice versa;
- d) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- e) a reference to a section, clause, paragraph, schedule or annexure is to a section, clause, paragraph, schedule or annexure to this RFT;
- f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority, entity or other entity;
- g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- h) the meaning of general words is not limited by specific examples introduced by including, 'for example' or similar expressions and the word 'include' is not a word of limitation.

72.3 If the doing of any act, matter or thing by the department in connection with this RFT is dependent on providing its approval or is within its discretion, that approval may be given or that discretion may be exercised conditionally or unconditionally or withheld by the department in its absolute discretion unless expressly provided otherwise.

72.4 To the extent of any inconsistency between any of the information in this RFT, the information will be interpreted in the following order of priority (with the first listed having the highest priority and the last listed having the least priority):

- a) Parts 1 to 5 of this RFT;
- b) the Schedules to this RFT;
- c) Attachments to this RFT; and
- d) each as interpreted in accordance with this Schedule 1.



# RFT for the procurement of a Systems Integrator Panel

## Schedule 2 – Tender Checklist

### 73. Tender Checklist

- 73.1 The checklist in this Schedule is not required to be completed by the Tenderer or included in submitted Tenders.
- 73.2 The checklist has been included to assist the Tenderer to ensure that they have complied with this RFT and provided all required information. However:
- a) The Tenderer is solely responsible for ensuring compliance with all aspects of this RFT process and should not rely on this checklist as containing all requirements; and
  - b) if there is any inconsistency between another part of this RFT and this checklist, the other part of this RFT will prevail.
- 73.3 The Tenderer should consider when proceeding to prepare and submit a Tender:

Has the Tender met the minimum content and format requirements of Section 12?	<input type="checkbox"/>
Does the Tenderer satisfy the Conditions of Tender, located in Part 4 of this RFT?	<input type="checkbox"/>
Has Attachment A – Tender Declaration Deed Poll been properly executed and included in the Tender?	<input type="checkbox"/>
For a Tenderer which is not incorporated within Australia, have the supporting legal opinions regarding the execution of Attachment A – Tender Declaration Deed Poll been included?	<input type="checkbox"/>
Has Attachment B – Form of Response been properly completed and included in the Tender?	<input type="checkbox"/>
Has the Tenderer included response to the Transformation Experience requirement in Attachment B – Form of Response as part of the Tender?	<input type="checkbox"/>
Has Attachment C – Capability and Capacity Schedule been properly completed and included in the Tender?	<input type="checkbox"/>
Has Attachment E – Contract and Commercial Terms Acceptance been properly completed and included in the Tender?	<input type="checkbox"/>
Has Attachment F – Pricing Schedule been properly completed and included in the Tender?	<input type="checkbox"/>
Has Attachment G – Corporate Viability Response been properly completed and included in the Tender?	<input type="checkbox"/>
Have or will all files comprising part of the Tender been successfully uploaded onto AusTender?	<input type="checkbox"/>
Has or will the complete Tender be submitted before the Closing Time?	<input type="checkbox"/>

# RFT for the procurement of a Systems Integrator Panel

## Schedule 3 – Statement of Requirements and Evaluation Criteria

### 74. Introduction

#### 74.1 Throughout this section:

- a) a statement that the department requires the SI to have a particular quality, experience or perform a particular function is a requirement of the SI and the Tenderer's ability to satisfy this requirement will be evaluated; and
- b) a statement that the Tenderer should provide particular information is a 'response instruction', intended to guide a Tenderer's preparation of its Tender.

#### 74.2 If the Tenderer wishes to rely on experience or capability of proposed subcontractors in its response, it should refer to paragraph 36.

### 75. Transformation Experience

The department requires the SI to have recent experience as a principal systems integrator delivering a large-scale business transformation enabled by ICT ("relevant project"), where the relevant project(s) include(s) the following characteristics:

- a) the project was in an industry (preferably welfare sector payments, or alternatively, banking, insurance, wealth/finance or government sectors) that deals with transferring complex policies into simplified business rules;
- b) the project(s) involved the use of SAP CRM, SAP ERP, SAP Social Services and/or HANA;
- c) a collaborative relationship between the systems integrator, a core software vendor, the client organisation, and other third parties was required for the project;
- d) the project was a complex multi-year project with a significant business impact where policy and/or the business requirements evolved over the life of the project; and
- e) the project required the ability to conceive and deliver complex, mission critical software engineering work packages for an ICT platform spanning multiple technologies.

The Tenderer should provide a case study detailing the Tenderer's transformation experience as a principal systems integrator. Should the case study not provide coverage over the focus areas above, the Tenderer may include up to an additional 2 (two) case studies to demonstrate these items.

The Tenderer's case study/studies should detail:

- f) a description of how the project relates to the industry, i.e. welfare sector payments, banking, insurance, wealth/finance or government sectors;
- g) the approach taken to delivering the complex end-to-end business transformation enabled by ICT in the relevant project;
- h) a description of the nature of any governance or collaborative arrangements that were important in the project's success;
- i) experience in managing multiple transition states with particular attention to interim architecture definition and execution, parallel operation and maintenance of legacy systems;
- j) the key personnel involved in delivery of the case studies, with reference to the project leadership team members proposed in the Leadership and Governance requirement, below;
- k) the methodology and tools used by the Tenderer to deliver programme services;



- l) mitigations employed to manage programme risks and issues including risk management processes;
- m) the value and outcomes delivered to the client; and
- n) how the Tenderer embedded a culture of innovation, and realised an innovative solution for the client in that relevant project.

The Tenderer should provide two reference contact details for the organisation(s) they are referring to in their Transformation Experience case study (identified in Attachment B – Form of Response).

The suggested page allocation for the Tenderers response to the Transformation Experience requirement is 10 pages in total.

#### Evaluation Criterion 1:

The Tenderer has demonstrated recent experience as a principal systems integrator, involving SAP CRM, SAP ERP, SAP Social Services and/or HANA, (in Australia or internationally) in successfully delivering large-scale business transformations enabled by ICT, and shown how that experience is relevant to the WPIT Programme.

## 76. Leadership and Governance

Provision of the Services by the SI will require commitment of a suitably qualified and experienced programme leadership team (for example senior project managers, senior technical specialists and senior solution architects) who have led large scale transformations and successfully delivered outcomes whilst effectively integrating with the contracting authorities governance arrangements. The programme leadership team members will require appropriate mobility capability, work rights and security clearances in line with the Security Requirements outlined in Section 68.

The Tenderer should outline its response for each of the items below. If the Tenderer is proposing a subcontractor's personnel to make up part of the programme leadership team, this should be noted in the response.

The Tenderer should provide:

- a) the names of the individuals in the proposed programme leadership team and describe what role that team member will hold, outlining their responsibilities and whether they would be available full-time or part-time;
- b) curricula vitae (CV) for two to three alternative Personnel for each role identified on the programme leadership team, outlining:
  - i. the team member's relevant qualifications;
  - ii. a description of their SAP systems integration experience on significant ICT enabled transformation programmes;
  - iii. where and when they have led a team in the delivery of systems integration services in a significant ICT enabled business transformation( noting whether the experience is drawn from the case study/studies provided in the Transformation Experience requirement);
  - iv. all experience of the individual in relation to core Component modules (including SAP CRM, SAP ERP, SAP Social Services and/or HANA);
  - v. experience of the individual in applying a software solution architecture and design methodology in a hybrid SAP environment;
  - vi. their citizenship status or current right to work in Australia;
  - vii. whether the team member holds an Australian Government Security Clearance, the level and expiry date; and
  - viii. contact details for professional referees who can confirm the experience and expertise of the individual.
- c) Detail of how it will ensure, should it be appointed, a level of commitment over the life of the WPIT Programme, of its proposed programme leadership team to provide the required services as needed. The Tenderer should include information on where those Personnel would be located during the WPIT Programme and provide confirmation that those Personnel are prepared to travel to, or be located in the relevant city as required for the duration of the WPIT Programme;
- d) their proposed relationship engagement approach with the department, to be used throughout the WPIT Programme, including an outline of the proposed mechanisms for integrating the programme



<p>leadership team into the department's existing governance arrangements outlined in, Attachment I – Commercial Terms (Annexure A. WPIT Governance); and</p> <p>e) proposed quality assurance procedures to assist the department for the duration of the WPIT Programme.</p> <p>The suggested page allocation for the Tenderers response to the Leadership and Governance requirement is 5 pages (excluding curriculum vitae).</p>
<p><b>Evaluation Criterion 2:</b></p> <p>The Tenderer has demonstrated strong commitment to providing a suitably qualified and experienced core systems integration programme leadership team.</p> <p>The Tenderer has shown how its proposed programme leadership team:</p> <ul style="list-style-type: none"> <li>a) has the necessary level of qualifications and depth of experience in lead roles,</li> <li>b) has demonstrated experience and the ability to lead a team in complex transformation programmes,</li> <li>c) demonstrates a willingness to ensure a successful enduring relationship with the department including a strong level of commitment of the proposed leadership team members; and</li> <li>d) has a suitable approach to integrating into the department's existing governance arrangements.</li> </ul>

## 77. Programme Design and Delivery Approach

<p><b>A. Partnering model</b></p> <p>The department wishes to establish a Partnering Model and Partnership that leverages the SI's core competencies, knowledge and experience, while respecting its aspirations and motivations for working with the department on the WPIT Programme. The department expects the SI to:</p> <ul style="list-style-type: none"> <li>a) have relevant experience in successfully engaging in a collaborative partnership with a significant customer (and/or third party suppliers to that customer) in a large and complex transformation programme;</li> <li>b) have the capability and willingness to engage with the department on the WPIT Programme consistent with the partnering principles and elements outlined at Section 6, Partnering model; and</li> <li>c) partner with the department and other parties to perform the Services in a manner that delivers on the WPIT Programme outcomes, with a particular focus on ensuring agility, flexibility, and innovation to achieve WPIT Programme Outcomes.</li> </ul> <p>The Tenderer should outline its proposed approach to establishing a partnership with the department. Where relevant, the Tenderer should draw on its case study response to demonstrate where its proposed approach to partnership has been used successfully previously and how their approach may be applied to the WPIT Programme.</p> <p>The suggested page allocation for the Partnering model is 2 pages.</p>
<p><b>B. Approach to End-to-End Design</b></p> <p>The department will require the SI to contribute to end-to-end design for the WPIT Programme that accommodates the scope required for Tranches Two to Five, across the in scope architecture domains. The department expects the end-to-end design to:</p> <ul style="list-style-type: none"> <li>a) meet the departments business requirements, i.e. end-user suitability;</li> <li>b) accommodate stakeholder buy-in and signoff;</li> <li>c) align with existing departmental artefacts such as the target business model;</li> <li>d) identify challenges and mitigate risks;</li> <li>e) define solution interim states which balance cost, benefit and risk; and</li> <li>f) accommodate the running of multiple systems in parallel without impacting service delivery or data integrity.</li> </ul> <p>The Tenderer should outline its proposed approach to this requirement, including the tools and methodologies that would be deployed. Where relevant, the Tenderer should draw on its case study response to demonstrate where its approach or methodology has been successfully used previously and how</p>