

REQUEST FOR TENDER (RFT)

PART A - CONDITIONS OF TENDER

COLLECTIONS PLATFORM, IMPLEMENTATION, AND INTEGRATION SUPPORT SERVICES



25 November 2022

1 About this RFT

Indigenous Business Australia (**IBA**) invites Tenders in relation to the provision of a Loan Collections Platform, implementation and integration support services (**RFT**).

This RFT (including Part A, Part B and Part C) has been issued as an open tender and will be managed in accordance with IBA's probity protocols established for the purpose of maintaining fairness in treatment of prospective solution providers.

Part A of this RFT sets out an overview of IBA, the services sought and the conditions of tender.

Part B sets out the detailed requirements for price and non-price information to be provided by Tenderers.

Part C is the Response Schedule you must use to submit your response.

1.1 About Indigenous Business Australia

IBA's objective is to provide quality leadership in facilitating and enabling Aboriginal and Torres Strait Islander engagement in the wider economy.

IBA's principal legislative basis is the *Aboriginal and Torres Strait Islander Act 2005 (ATSIA Act)* under which IBA is established, to:

- assist and enhance Aboriginal and Torres Strait Islander self-management and economic self-sufficiency; and
- advance the commercial and economic interests of Aboriginal persons and Torres Strait Islanders by accumulating and using a substantial capital asset for the benefit of the Aboriginal and Torres Strait Islander peoples.

Further details about IBA can be found at the following web address:

<http://www.iba.gov.au/about-us/>

1800 107 107



1.2 Background

Through the establishment of the Digital Futures Program, IBA commenced a project to identify a new solution to replace IBA's end of life legacy banking applications (QATTS, LLAS, and internal spreadsheets). The Core Business System Solution (CBS) provides services to support the IBA core business, the services include:

- Customer relationship management
- Customer enablement
- Loan origination
- Loan funding
- Loan arrears management

In addition to the delivery of the above services, the CBS project also aims to implement a solution which delivers the following quality attributes:

- Improve the overall customer experience through a customer centric design
- Drives product innovation and growth
- Enables digital capability
- Improves reporting capabilities,
- Mitigates business, compliance and operational risk

The CBS project is designing and implementing new technologies, business processes, skill and cultural changes needed to enable IBA to support emerging business models and improved working practices. New technology platforms will provide the flexibility for IBA to be innovative with its product offerings and help to extend its reach into its potential and current customer base. It will also enable our customers to have better access to their accounts and information.

The solution delivers new digital channels for IBA's customers and an Expression of Interest (EOI) framework.

The delivery of the solution is broken down in the following phases:

Phase 1:

- Housing Solutions – deliver functionality for the three key areas of loan origination, loan management and customer relationship management
- Business Solutions – deliver functionality for loan origination, account management, loan arrears management, and performance bonds.
- Reporting – aligned with the CBS Reporting and Data Analytics project. Priority reports for Housing and Business would be available.
- CRM – deliver a basic universal view of the customer giving IBA the ability to see our customers and their interactions with us regardless of which products they have with us. This shifts the view from a product view to an entity view.

Phase 1b:

- Finacle requirements backlog – to deliver additional functionality and enhance the product capabilities
- Collection capabilities (**this Request For Tender**)– deliver enhanced functionality for the management of arrears and hardship to streamline the process, ensuring compliance and reduction in operational costs.

1.3 Summary of the Works/Services

The objective of this engagement is to deliver enhanced collection capabilities with an off the shelf solution that integrates with the new Core Business Solution ensuring a seamless experience to the IBA user and enabling the effective management of arrears, hardship and legal recoveries. The Collections process needs to comply with all applicable Australian laws, including the National Consumer Credit Code.

An overview of the CBS solution and the application architecture can be found in the Appendix to Part B Schedule of Requirements together with the requirements.

1.4 Proposed Key dates

Proposed Key items	Proposed Key dates
RFT released	25 November 2022
Final date for questions	14 December 2022
Closing time and date	16 December 2022 Responses close at 11.59pm AEDT
Evaluation completed date	25 January 2023
Indicative contract commencement	As agreed by both parties
Tender validity period	3 months
Term of contract	3 years

2 Tender preparation

2.1 Enquiries and further information

The IBA RFT Contact Person is Praneeth Bonapally. All queries and requests for information for this RFT must be in writing and directed via email to tenders@iba.gov.au

Except for contact with the IBA RFT Contact Person, Tenderers must not contact any employee, officer, or contractor of IBA, to seek or provide information regarding the RFT, the procurement process or the evaluation of tenders.

Any unauthorised communication or attempted approach by Tenderers may lead to Tenderers being excluded from the procurement process.

2.2 Preparing a tender

Tenderers are responsible for preparing the tender and all of its contents. The information Tenderers are required to provide in the tender is set out in Part B and those instructions should be followed. Tenderers should cover all issues in the tender and any other information that they believe to be relevant in assisting IBA to assess the tender. Tenderers should ensure its tender is compliant (see clause 2.5).

Tenderers are responsible for all costs of preparing and lodging the tender; these include but are not limited to the costs of preparing for and attending presentations, site inspections, demonstrations and/or meetings with IBA during the tender bid period or the evaluation period.

2.3 Information documents

An information document is any information, opinion, data, reports or document in addition to the tender documents that are provided either before the RFT issue date, before the RFT closing date or during the evaluation process. Tenderers are not to rely on the information documents as being proper, adequate, suitable and/or complete for the purposes of enabling them to perform the obligations which they will be required to perform if awarded a contract.

Tenderers are to make their own independent evaluation of the information documents' adequacy, accuracy, suitability and completeness for the purposes of preparing the tender.

2.4 Confidentiality and intellectual property

The entire RFT and other information provided by or on behalf of IBA in the tender process is Confidential Information. Further Confidential Information may be subsequently notified to the Tenderer in one or more addendums issued by IBA.

Tenderers must keep confidential and secure IBA's Confidential Information. Tenderers may disclose this Confidential Information to their employees, agents, contractors and advisers strictly on a need to know basis and solely for the purposes of evaluating the contents of this RFT, preparing the tender and participating in the tender process. The Tenderer must ensure that those disclosees do not use or disclose the Confidential Information except in accordance with this RFT.

In order to assist in protecting the Tenderer's Confidential Information, anything submitted by a Tenderer in the course of the tender process which the Tenderer considers commercial-in-

confidence should be clearly marked as such. Any confidentiality not expressly notified in writing is waived by the Tenderer.

IBA may use and disclose any Confidential Information (including a tender) submitted by a Tenderer for the purposes of this RFT process, including evaluating the tender, preparing or negotiating a contract, verifying the accuracy and currency of the information provided, and for internal management purposes (i.e. to evaluate and review its processes in order to make improvements for future processes, and to develop subsequent tender processes) and as necessary to comply with law or government policy or for any legitimate government purpose or process.

Copyright and other intellectual property rights in the tender and other material submitted by the Tenderer in the tender process will, as between the IBA and the Tenderer, belong to the Tenderer. However, the Tenderer grants to IBA a non-exclusive, royalty free, perpetual licence to exercise copyright and other intellectual property rights in the tender and other material submitted by the Tenderer in the tender process for the purpose of the tender process.

IBA has no confidentiality obligations in relation to information that is in the public domain (except via any breach of confidentiality in relation to this RFT) or information that is in, or comes into, the possession of IBA from a source other than the Tenderer.

IBA is established under the ATSI Act and is a corporate Commonwealth entity for the purposes of the *Public Governance, Performance and Accountability Act 2013 (PGPA Act)*. IBA resides in the portfolio of the Prime Minister and Cabinet, and is accountable to the Australian Parliament through the Minister for Indigenous Australians. IBA has a range of public accountability and disclosure obligations, and may be required by law, to meet statutory or portfolio duties, or for public accountability reasons, to disclose confidential information to a Minister, House or a Committee of the Parliament of Australia, the Auditor-General, Privacy Commissioner or others. By submitting a tender, the Tenderer acknowledges that IBA is subject to these public accountability and disclosure obligations.

2.5 Complying tenders

Tenderers are invited to submit a tender in accordance with the RFT. A complying tender means a tender that:

- a. is submitted by an entity invited to tender;
- b. is submitted in English;
- c. is submitted using the template response forms provided in the RFT Part C – Response Template;
- d. complies with this RFT Part A document; and
- e. complies with the mandatory requirements of the RFT set out in Part B Schedule of Requirements.

IBA may exclude from consideration any tender that is substantially incomplete or is clearly uncompetitive.

IBA may elect not to consider any tender that is not a complying tender. IBA may, in its absolute discretion and without having any obligation to do so, consider, accept or reject any tender, other offer or tender notwithstanding such tender, other offer or tender is not a complying tender.

2.6 Changes to the process

IBA may extend, suspend, terminate or otherwise change any aspect of the process or requirements described in this document in its absolute discretion (including the objectives, evaluation process, assessment criteria, timetable, requirements, proposed contract or commercial terms).

If the process is changed or any of the details in this RFT are amended, the impact on Tenderers will be considered and if relevant, the IBA Contact Person may notify Tenderers of any changes by issuing a formal addendum.

3 Tender lodgement

3.1 How to Respond

It is a mandatory requirement that responses are submitted in the format in **Part C – Response Schedule**.

- a. Responses in .DOC .XLS .PPT or .PDF format will be accepted.
- b. IBA will not permit the disclosure of the identify of any vendor or the contents of any tender to competing vendors during the evaluation process.
- c. Unauthorised communication by a prospective vendor with other staff of IBA may lead to the exclusion from consideration of a tender.

3.2 Lodgement of Tender

Tenders are to be lodged by email and must:

- a) be received electronically by 16 December; and
- b) be sent to: tenders@iba.gov.au

Note: Total response email is not to exceed 20 MB in size.

Tenders received after the closing time may not be considered. Acceptance of late tenders is at IBA's absolute discretion and late tenders will only be accepted if IBA is satisfied that the acceptance of a late tender does not compromise the integrity of the RFT process, and is not unfair to other Tenderers.

3.3 Incomplete, corrupt or unreadable files

Electronically submitted tenders may be made incomplete, corrupt or unreadable, for example by computer viruses. IBA may decline to consider a tender that cannot be effectively evaluated because it is incomplete, corrupt or unreadable, or which in IBA's opinion, contains a virus.

3.4 Ownership and validity of tenders

Excluding intellectual property rights, all tenders become IBA's property on submission.

All tenders must remain valid for the tender validity period in section 1.4. Tenders must not be withdrawn or, subject to section 4.3, varied by Tenderers before the expiration of that period without IBA's prior written consent.

4 Tender evaluation and outcome

4.1 Evaluation process

The evaluation panel may consider other information provided by Tenderers as part of due diligence (see section 4.3) and may also consider any reasonable information available as a result of the evaluation panel's own investigations.

Non-compliant tenders or tenders with insufficient information to assess their suitability may be set aside from further evaluation at any stage of the evaluation process.

4.2 Evaluation criteria

The evaluation criteria in Table 1 below will be used in the evaluation of Tenders. Each Tender will be assessed qualitatively and quantitatively for IBA to determine which contractor can achieve the most effective, efficient and economic outcome.

The tender should address the following weighted and non-weighted criteria:

Table 1: Evaluation Criteria

Evaluation Criteria	Involves Assessment of:
Technical Capability: The extent to which the Tender meets the Statement of Requirement.	Executive summary of the offer/Tender and detailed methodology proposed to meet the software functionality requirements including: <ul style="list-style-type: none"> • Software Requirements. • Maintenance and support (warranty) proposed. • Training delivery methods. • Ability to meet the deliverables by the expected due dates. • Delivery and Acceptance – including timeframes and milestones that apply • Meeting the Laws and Standards • Demonstrating adequate security measures • Ability to meet the data conversion and migration requirements • Addressing go live support • An acceptable proposed integration approach • Demonstrating adequate Disaster Recovery Plans
Applicant's Capacity:	Applicant will:

<p>Appropriate experience and skills of key personnel and support personnel.</p> <p>Previous performance on comparable projects, indicating the applicant's dependability and quality of work.</p>	<ul style="list-style-type: none"> • Demonstrate experience in delivering similar projects for other organisations • List relevant qualification and skills of key personnel • Reference governance and quality management systems that assist with quality assurance. • Provide 2 referees
<p>Fees and Pricing (excluding GST): The estimated total cost to IBA of completing the project including the on-going renewal, support and maintenance costs.</p>	<p>This includes:</p> <ul style="list-style-type: none"> • Delivery of services on a fixed price structure. • Itemised pricing information related to the Services, e.g., cost for each milestone/deliverable. • Any additional costs and T&M charges to be incurred in support of the proposed arrangement.
<p>Indigenous Economic Impact Demonstrated commitment to Indigenous outcomes.</p> <p>Applicant's demonstration of assisting Indigenous people and communities.</p>	<ul style="list-style-type: none"> • Purchasing from Indigenous enterprises • Indigenous employment • % of Indigenous ownership • other improvements in Indigenous outcomes
<p>Cultural Fit</p>	<ul style="list-style-type: none"> • Demonstrate an understanding of IBA's business, strategy & outcomes and demonstrated social and/or corporate responsibilities.
<p>Risk Identification All applicable risks to the Customer not evaluated in relation to any other evaluation criterion, including:</p> <ul style="list-style-type: none"> - any actual, potential or perceived conflicts of interest; - the level of non-performance risk; - the level of financial, technical and/or legal risk raised by the supplier's proposed approach; and - other risks. 	<ul style="list-style-type: none"> • Assumptions, risks and dependencies
<p>Other</p>	<ul style="list-style-type: none"> • List of pre-implementation activities • List of other product capabilities and functions • Preferred terms of supply

IBA will not necessarily accept the lowest priced tender.

4.3 Due diligence

As part of the detailed evaluation of tenders, other activities may be undertaken to support the evaluation such as financial assessment, reference checks, risk assessments and business searches. Any such due diligence activities are not considered as an opportunity to vary materially the substance or content of a tender.

Tenderers must also note that IBA contracts only with legal entities having appropriate financial assets.

Due diligence activity	Consideration
Clarifications	Tenderers may be invited to provide clarification of their tender. By submitting a tender, Tenderers agree to provide clarification of their tender on request, within the specified time frame.
Financial assessment	IBA may, or engage an independent third party to, assess Tenderers financial standing. Tenderers are to co-operate with the request to provide information to complete such an assessment.
Presentations	Tenderers may be invited to make a presentation to IBA for the purpose of verifying or clarifying the tender response.
Reference checks	IBA may contact a referee, either nominated by Tenderers or which we are aware that Tenderers provide similar services to that covered by this RFT, for the purposes of verifying information in the tender and gaining a better insight into capacity, operations and performance.
Risk assessment	IBA may consider the risk impact of the tender, should it be accepted, on our operations and obligations.
Site visits	IBA may inspect the Tenderer's premises or a site nominated by Tenderer.

4.4 Negotiation

IBA may, at its sole and absolute discretion, elect to conduct negotiations with one or more preferred Tenderers, to improve value for money outcomes. If this occurs, the IBA Contact Person will advise the selected Tenderer(s) of the purpose of the negotiations and any relevant protocols that will be followed before the commencement of negotiations.

At the conclusion of any negotiations, the selected Tenderer(s) may be requested to submit a revised tender as a formal record of the outcome of the negotiation process.

4.5 Successful Tenderer

IBA will notify the successful Tenderer (if any). The successful Tenderer will promptly execute a final Works Agreement contract provided by IBA.

IBA may continue to evaluate and negotiate with any Tenderer until IBA executes a contract with the successful Tenderer. IBA may decide not to execute a contract with the successful Tenderer or execute a contract with another Tenderer (or any other person) where the successful Tenderer does not execute IBA's proposed contract within a time required by IBA or the successful Tenderer acts inconsistently with representations that it has made during the Tender process regarding its tender, the proposed terms of contract, or its intentions to execute a contract.

4.6 Collaboration

The preferred supplier would be expected to collaborate with Infosys the provider of Finacle/ the Core Business System.

5 Other conditions

5.1 Tenderers' responsibilities

Tenderers are responsible for:

- a) obtaining a full understanding of all aspects of the RFT and any subsequent contract
- b) reviewing all available information in connection with this RFT
- c) obtaining all necessary information as to the risks, contingencies and other circumstances that could have an effect on the performance and cost of providing the services and which are obtainable by making reasonable enquiries
- d) providing sufficient information in the tender in the prescribed form, to enable its evaluation against the evaluation criteria
- e) warranting that the information provided is accurate and complete
- f) bearing the risks and costs of preparing and lodging the tender and attending any presentations, meetings or site visits
- g) disclosing any actual or potential conflicts of interest as part of their response to this RFT
- h) not engaging in practices that might be regarded as collusive or anti-competitive
- i) not offering any form of inducements, or exhibiting undue pressure on IBA, its employees or advisers in connection with this RFT process
- j) not making any announcement or releasing any information regarding this RFT, without IBA's prior written consent
- k) complying with these conditions, and
- l) conducting themselves with due regard for the principles of probity and good faith.

5.2 Reserved rights

Without limiting its rights at law or otherwise and notwithstanding anything else contained in this RFT, IBA reserves the right in its absolute discretion at any time to:

- a) Amend this RFT, including the specification of requirements
- b) Not respond to queries in relation to the RFT
- c) Seek clarification or additional information from any Tenderer
- d) Withdraw, cancel, suspend or modify the RFT process or any component of the RFT process (including structure and timing)
- e) Require that, at any stage, all information provided to Tenderers (whether confidential or otherwise, including copies, and without regard to the type of media) be either:
 - i. Returned to IBA - in which case the Tenderer shall promptly return all such information to the address identified by IBA; or,
 - ii. Destroyed by the Tenderer - in which case the Tenderer shall promptly destroy all such information and provide IBA with written certification in the form of a statutory

declaration from an officer of the Tenderer that the information has been destroyed.

- f) Waive any requirement or obligation included in this document and any such waiver will not affect any other requirements or obligations contained in the document
- g) Short-list one or more Tenderers and seek further information from them
- h) Not short-list any Tenderer
- i) Not proceed with the RFT process
- j) Enter into negotiations or discussions with one or more Tenderers
- k) Discontinue negotiations or discussions with a Tenderer and terminate participation of any party or decline to discuss the process further with any party
- l) Allow, or refuse to allow, a Tenderer to enter into a contract in the name of a different legal entity to that which submitted the tender
- m) Not select the lowest priced, or any tender
- n) Accept or reject an alternative tender
- o) Publish or disclose the names of successful Tenderers
- p) Propose a contract based on each Shortlisted Tenderer's tendered model (which may not necessarily be the same);
- q) Vary any of the terms and conditions of the draft contract released to the Shortlisted Tenderers.

5.3 Disclaimer

This RFT has been prepared by IBA to assist Tenderers in evaluating the opportunity to provide the goods and/or services as specified, is not binding on IBA, and does not purport to contain all of the information that Tenderers may require.

IBA and its related bodies corporate (including their representatives and advisers) do not guarantee the accuracy, reliability or completeness of the information in the RFT or subsequently provided to Tenderers.

To the maximum extent permitted by law, IBA shall not have any liability (whether arising from negligence or otherwise) for:

- a) any representations or guarantees (express or implied) or information contained in, or for any omissions from, the RFT or any written, oral or other communications transmitted to Tenderers by or on behalf of IBA or our associates
- b) any cost, expense, loss, claim or damage of any nature arising in connection with this RFT or other representations, actual or implied, contained in or omitted from the RFT or by reason of any reliance on by any person or body, or
- c) the exercise, or the failure by IBA to exercise our rights under this RFT.

To the maximum extent permitted by law, IBA accepts no liability for any loss or damage suffered by any person as a result of that person, or any other person, placing reliance on the contents of the RFT, or any other information provided by IBA or our behalf.

5.4 No obligation

No legal or other obligations will arise between any Tenderer and IBA unless and until a contract has been signed with the successful Tenderer.

IBA is not obliged to proceed with this procurement and no compensation will be payable if IBA does not proceed to contract.

This RFT is an invitation to Tenderers to make an offer to IBA. The RFT is not, and must not be deemed to be, an offer to contract on IBA's part. Nothing in this RFT will be construed to be or create a binding contract (express or implied, including a process contract), enforceable against IBA by any Tenderer.

Neither the release of this RFT, nor the lodgement of a tender, will create any contractual or other enforceable obligations on IBA, in relation to the conduct of the RFT process.

5.5 Jurisdiction

The laws of the Australian Capital Territory govern all RFT documents to which IBA is a signatory and all parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

5.6 Disclosure

IBA's Disclosure of Information Policy can be found via the following web address:

<http://www.iba.gov.au/about-us/freedom-of-information/>

5.7 Ethical behaviour

Tenderers must not engage in any unethical, corrupt or anti-competitive conduct including:

- a) Making false and/or misleading claims and statements
- b) Engaging in any collusive tender, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgement of their tender
- c) Communicating with, or soliciting information from, employees of IBA or its related entities, except by contact through the IBA Contact Person, in relation to any matter in connection with the RFT
- d) Violation of any applicable laws or IBA policies notified to Tenderers regarding the offering of inducements in connection with the preparation or assessment of their tender

In addition to any other remedies available under any law or any contract, IBA reserves the right, in its absolute discretion, to reject any tender lodged by a Tenderer who has engaged in unethical, corrupt or anti-competitive conduct in connection with the RFT.

5.8 Complaints procedure

Information about IBA's Complaints Process can be found via the following web address;

<http://www.iba.gov.au/about-us/customer-service-charter/>

5.9 Privacy

In order for IBA to assess a Tender, IBA is required to collect, use, disclose and store personal information provided by a Tenderer. To find out more about IBA's Privacy Policy, go to our website:

<http://www.iba.gov.au/privacy/>