

PART C: TENDER FORM & DECLARATIONS

Internal Audit Service Provider

OVERVIEW

This form must be completed and submitted as part of a Tenderer's submission.

Tender Form - Mandatory

Tenderer's details

Name of Tenderer	
Corporate structure (for example, Pty Ltd, partnership, sole proprietor)	
ACN	
ABN	
Address of registered office	

Tenderer's declarations

1. The Tenderer offers to enter into a contract to perform the services specified in this RFT for the price set out in the Tenderer's response.
2. No contract will arise between the Tenderer and IBA unless and until a contract has been signed by the Tenderer and IBA.
3. Unless expressly otherwise stated in Part A - RFT Conditions of Tender, any information or documents provided as part of the RFT process are for the information only of the Tenderer, the Tenderer will not rely upon the information or documents and they will not form part of the contract with the Tenderer unless expressly incorporated in the contract.
4. The tender will remain open for acceptance by IBA for the validity period set out in Part A - RFT Conditions of Tender and will not be withdrawn or amended without IBA's prior written consent before the end of the validity period.
5. The Tenderer agrees that the decision of IBA in relation to its tender and that of any other tender received by IBA pursuant to this RFT will be final and not subject to challenge, dispute, explanation or further correspondence.
6. The Tenderer acknowledges that:
 - a. The following addenda issued under clause 2.2 of Part A of the RFT have been received and have been incorporated in this response:

Addendum number	Date issued
None issued.	N/A

- b. The tender comprises the RFT, this completed tender form and all parts as listed on this tender form.
 - c. In submitting its tender, it confirms the entire tender process is being conducted for the benefit of IBA.
 - d. It understands that its failure to do all or any of the things it is deemed to have done under the Part A conditions of tendering will not relieve it of its liability to perform and complete the contract, should its tender be accepted.
 - e. It has conducted its own investigations, review and analysis of the information in the RFT and has not relied on any guarantee or representation made by, or on behalf of, IBA or its associates.
 - f. IBA does not make any warranty, guarantee, or representations about the relevance, completeness or accuracy of the RFT or any information or documents provided in relation to the RFT process.
 - g. Excluding intellectual property rights, ownership of the tender will pass to IBA without need for further documentation or assurance, and the information contained in the tender may be used in any way, including for the purposes of evaluation or development of subsequent tender processes initiated by IBA.
 - h. It will provide information concerning any findings of dishonest, unfair, unconscionable, corrupt or illegal conduct against the Tenderer, its directors or management to IBA.
 - i. This tender is governed by the provisions of Part A Conditions of Tendering, read with any other documents comprising the RFT.
7. The Tenderer warrants that:
- a) Neither it nor any of its employees or agents had any knowledge of the price of any other Tenderer prior to submitting this tender nor has it or any of its employees or agents disclosed to any rival Tenderer its price prior to the closing of tenders.
 - b) The tender is submitted in good faith and the Tenderer has not deliberately set its tender price above the level of rival Tenderers.
 - c) It has obtained independent legal advice as to the effect of the provisions of the RFT and any relevant risks, or where it has not obtained legal advice, it confirms it considers itself sufficiently aware of the legal aspects of the tender process.
 - d) all the information contained in the Tenderer's response is complete, accurate, up to date and not misleading in any way and the Tenderer acknowledges that IBA will rely on the information contained in the Tenderer's response when deciding whether to accept the Tenderer's response and that if IBA selects the Tenderer, IBA will enter into a contract relying on that information.
 - e) Except as expressly noted in its tender, the Tenderer has complied with and will continue to comply with the requirements and conditions of the RFT;
 - f) The Tenderer has complied and will continue to comply with its obligations of confidentiality in relation to the RFT and any other documents provided by IBA for the purposes of the RFT process.
8. By signing this tender form, the Tenderer acknowledges that it has released IBA from any and all future claims in respect of costs, expenses, losses or damages incurred or suffered as a result of

or in connection with the process, the rejection of, failure to evaluate or failure to accept its tender, or any failure to comply with the RFT process or documents.

- 9. The Tenderer will nominate a person for the purposes of responding to clarifications which may arise during the evaluation process, and this person should be the sole point of contact during the tender evaluation process. In providing this name the Tenderer confirms the information provided by this person will bind its organisation to the representations made.

Contact person	
Name	
Position	
Address	
Phone	
Mobile	
Email	

- 10. By signing this tender form:
 - a. you acknowledge that you have read IBA’s Privacy Policy and agree to IBA collecting, using, disclosing and storing personal information supplied by you for the purposes of assessing the tender;
 - b. you will be taken to have authorised a person to receive information or documents about you if disclosure is necessary in order for IBA to assess the tender; and
 - c. you have obtained the consent of all persons whose information is contained in the tender and informed them about IBA collecting, using, disclosing and storing their information for the purpose of assessing the tender.

Documents Submitted

The following are to be submitted as part of the tender:

Document	Relevant Section	Heading / Document Name	Submitted Y/N

Tenderer's attestation

Executed as a Deed:

If Tenderer is a corporation with 2 or more directors:

Signed by **#company name#** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director*

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

Dated

*Tenderers may be asked to provide evidence of the authority of the designated signatory to sign)

If the Tenderer is a corporate with one director:

Signed by **#company name #** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of **#sole director/secretary name#** who states that **#he/she#** is the sole director and sole secretary of **#company name#**

Dated

If the Tenderer is a partnership:

Signed for and on behalf of **#insert name of partnership#** in the presence of:

Signature of witness

Signature of partner

Name of witness (print)

Name of partner (print)

Dated