



**—  
LOAN, SECURITY,  
SETTLEMENT &  
RECOVERY  
SERVICES RFT**

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## PART A: CONDITIONS OF TENDER

### 1 About this RFT

#### 1.1 Introduction

Indigenous Business Australia (IBA) invites Tenders in relation to the provision of legal services for our Home Ownership and Business Solutions divisions as described in this RFT. These services primarily relate to **loan, security, settlement and recovery services**.

This RFT 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.

Details about this RFT:

<b>Part A</b>	An overview of IBA, the services sought and the conditions of tender	Tenderer's reference
<b>Part B</b>	Outlines the principle requirements for delivery of the services	Tenderer's reference
<b>Part C</b>	Sets out the mandatory criteria, scope of services and pricing information to be provided by Tenderer, and other information to be included in the tender response	<i>Tenderer to complete</i>
<b>Part D</b>	Privacy and cybersecurity questionnaire	<i>Tenderer to complete</i>
<b>Part E</b>	Tenderer's declaration, agreeing to the terms of this Tender	<i>Tenderer to complete</i>
<b>Part F</b>	Confidentiality Deed	<i>Tenderer to complete</i>
<b>Part G</b>	Modern Slavery Questionnaire	Tenderer's reference Shortlisted tenderers to complete.
<b>Part H</b>	Draft Master Services agreement	Tenderer's reference (refer to paragraph 1.5 below)

#### 1.2 About Indigenous Business Australia

Indigenous Business Australia (IBA) was established to assist and enhance Aboriginal and Torres Strait Islander self-management and economic self-sufficiency, and to advance the commercial and economic interests of Aboriginal and Torres Strait Islander people.

IBA provides commercially focused products and services and undertakes three main activities, deploying capital to facilitate:

- home ownership;
- business development, support, assistance and ownership; and
- other wealth-generating investments.

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 (ATSI 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.

IBA is a corporate Commonwealth statutory authority of the Australian Government and is accountable to the Parliament and Minister for Indigenous Affairs.

IBA has not opted-in for the Commonwealth Legal Services Panel (CLSP). The RFT is open to service providers who meet the RFT criteria, regardless if they are on the CLSP or not.

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

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

### 1.3 Background

IBA's Home Ownership and Business Solutions offer a range of housing and business loan financing products.

Our **Home Ownership** program is targeted at first home buyers and aims to address barriers such as loan affordability, low savings, impaired credit histories and limited experience with long term loan commitments. The program provides residential housing loans and support arrangements to assist people who may otherwise not be able to enjoy home ownership.

Our **Business Solutions** team works with Aboriginal and Torres Strait Islander people to start and grow businesses. From entrepreneurs who are just starting their journey, to well established businesses wanting to expand, IBA offers a range of products and services to support its customers to achieve their goals and be successful in business. IBA's commercial finance products include business loans, equipment finance, leasing and performance bonds.

Both our Home Ownership and Business Solutions teams have customers located all around in Australia, including in remote locations.

### 1.4 Summary of the Services

IBA's requirements are described in **Part B** of this RFT and the scope of services are listed in **Part C**. The services are required across all States and Territories within Australia. However, the Tenderer may quote for all or some of the services, and for all or some of States and Territories. The services include:

- a) preparation, negotiation and registration of loan and security documents
- b) property settlement and transaction services including preparing contracts for sale
- c) recoveries and enforcement services including preparing statements of claim and assisting in debtor bankruptcy proceedings.

## 1.5 Term of agreement and nature of relationship

IBA proposes to enter into a Master Services Agreement (**MSA**) with the successful Tenderer(s), which has a schedule of fixed fees for a period of five years. A draft form of the MSA is in **Part H**.

The MSA includes reporting requirements, so parties can gauge number of matters, expenditure, service delivery and opportunity for annual ‘check-ins’.

The MSA does not establish an exclusive relationship for legal services, but a standing offer with the successful Tenderer. IBA is not bound to use the successful Tenderer for its matters. However, IBA views the Service Provider as a strategic service partner, intending to develop a long-term and evolving working relationship with a strong focus on customer service and business value.

IBA is seeking a Service Provider, which will work collaboratively with IBA to improve the delivery and support for the Services.

## 1.6 Proposed key dates

Proposed Key items	Proposed Key dates*
RFT issue	12 August 2024
Final date for questions	28 August 2024
Closing time of initial stage of Tender	11.59pm 5 September 2024 (AEST)
IBA to review and assess Tender submissions	6 September 2024 to 20 September 2024
Shortlisted tenderer(s) notified. Modern Slavery Questionnaire and draft Master Services Agreement provided for completion and comments	22 September 2024
Interviews, contract negotiations with preferred Tenderer(s) and discussions with referees	23 September to 18 October 2024
IBA internal approval of preferred Tenderer	21 October to 25 October 2024
Notification of successful Tenderer	28 October 2024
Appointment of successful Tenderer and contract execution	29 October 2024
Indicative contract commencement	4 November 2024 (or other mutually agreed date)
Term of retainer	Five years

*\*Dates may be subject to change*

## 1.7 Probity

IBA is committed to observing the highest standards of probity in all aspects of the RFT process.

An external probity advisor has been appointed to overview the RFT process. The external probity advisor is not a member of the evaluation committee and will not be involved in the evaluation of any tender but is an independent observer of the RFT process.

If Tenderers have any concern about the conduct or probity of the RFT process Tenderers should promptly bring their concerns to the probity advisor’s attention.

<b>Probity Advisor</b>	RSM Australia Pty Ltd
<b>Contact person</b>	Satindar Singh Senior Manager, RSM Australia
<b>Contact details</b>	Satindar.singh@rsm.com.au Tel :0457 524 897

## 2 Tender preparation

### 2.1 Contact during Tender process

The RFT Contact Person is Philip Royle. All queries and requests for information for this RFT must be in writing and directed via email to [ibatenders@iba.gov.au](mailto:ibatenders@iba.gov.au).

Except for contact with the IBA 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

The information Tenderers are required to provide in their tender response is set out in **Parts C, D, E and F**. 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 any meetings or presentations 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 Enquiries or requests for additional information

Any additional information or responses requested by a Tenderer (**Enquiry**) may be shared with other Tenderers or published on IBA's tender's website, so all respondents have access to the same information.

A Tenderer should ensure that each Enquiry is marked either 'Confidential' (if the Tenderer is of the view that the Enquiry relates to proprietary aspects of the Tender or is commercial-in-confidence) or 'Non-confidential'.

During the Tender process, Enquiries and IBA's responses will be provided to all potential Tenderers (in a de-identified manner) unless in IBA's reasonable opinion:

- (a) the Enquiry relates to proprietary information relevant to the Tender of the Tenderer making the Enquiry, or is commercial-in-confidence, and the Tenderer has also identified its Enquiry as such;
- (b) the Enquiry and/or IBA's response will materially impact the integrity or the competitiveness of the Tender process.

IBA may choose to, in its absolute discretion, advise the Tenderer that the Enquiry and response will be provided to all Tenderers and that the Tenderer has the opportunity to withdraw the Enquiry. If the Tenderer reaffirms the Enquiry or does not respond, the Enquiry and the Principal's response may be provided to all Tenderers.

## 2.5 Confidentiality and intellectual property

The entire RFT and other information provided by or on behalf of IBA in the tender process is Confidential Information (except to the extent published on IBA's website). 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.

## 2.6 Complying tenders

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

- a) complies with the Statement of Requirements in **Part B**;
- b) meets the mandatory requirements in Section 3 in **Part C**;
- c) includes pricing and other information required in **Part C**;
- d) includes responses to the privacy and data security in **Part D**;
- e) includes an appropriately executed declaration in the form of **Part E**; and
- f) remains valid until **21 December 2024**. Tenders must not be withdrawn or varied by the Tenderer before the expiration of this period without IBA's prior written consent.

IBA may exclude from consideration any tender that is substantially incomplete or is clearly uncompetitive. This could include tenderers with no prior experience or unestablished businesses.

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.

Shortlisted tenderers will be given the following documents, and will be asked to submit these as part of their tender submission:

- a) completed Modern Slavery Questionnaire; and
- b) any comments on the proposed MSA and Statement of Work template.

## 2.7 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 Lodgement of Proposal

Proposals are to be lodged by email and must:

- a) be received electronically by 11:59pm, AEST on **5 September 2024**; and
- b) be sent to: [tenders@iba.gov.au](mailto:tenders@iba.gov.au).

Note: An email to IBA may be restricted to 20 mb in size. Any email to IBA exceeding 20mb in size may need to be sent in multiple emails.

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.

### 3.2 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.

### 3.3 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 1.6. 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.

### 4.2 Evaluation criteria

The proposal should firstly address the Mandatory Criteria in Part C, Section 3. If the Mandatory Criteria is not met, then it is a non-compliant tender and will not be assessed.

Each proposal considered to be a compliant tender will be assessed qualitatively and quantitatively for IBA to determine which contractor can achieve the most effective, efficient and economic

outcome. Tenders with insufficient information to assess their suitability may be set aside from further evaluation at any stage of the evaluation process.

The evaluation panel will assess compliant Tenders based on the criteria in the table below. IBA may conduct an initial screening and shortlisting process subject to the number of responses received.

No.	Evaluation Criteria
(1)	<p><b>Capability (organisation, legal &amp; experience)</b></p> <p>Demonstrated ability to deliver the services in accordance with the statement of requirements including:</p> <ul style="list-style-type: none"> <li>• The organisation’s capacity, approach, methodology &amp; strategy to the Scope of Services (including turn-around times) for: <ul style="list-style-type: none"> <li>○ Housing (Part C, Section 4)</li> <li>○ BSol (Part C, Section 5)</li> </ul> </li> <li>• The organisation’s ability to service all or some of States &amp; Territories</li> <li>• Qualifications, skills and experience of the proposed team, which includes depth of experience within the team</li> <li>• Past experience and current performance providing services of similar size and nature</li> <li>• Demonstrated commitment to high standards of customer service</li> </ul>
(2)	<p><b>Cultural fit:</b></p> <ul style="list-style-type: none"> <li>• Demonstrated understanding of and alignment to IBA’s business, strategy &amp; outcomes and demonstrated social and/or corporate responsibilities.</li> <li>• Commitment to Indigenous outcomes through employment, ownership or other participation plans; and demonstrated approach to supporting local Indigenous people and communities</li> </ul>
(3)	<p><b>I.T. and security capability (technical)</b></p> <ul style="list-style-type: none"> <li>• Robustness of I.T. security and data protection measures (refer to Part D)</li> </ul>
(4)	<p><b>Fees and fee structure:</b></p> <ul style="list-style-type: none"> <li>• An assessment of total value for money for IBA over the five year term.</li> <li>• Particular attention will be given to fixed price components and any other pricing methodology, such as a breakdown of costs for fees and/or charges associated with the provision of services</li> </ul>

### 4.3 Due diligence

As part of the detailed evaluation of tenders, other activities may be undertaken to support the evaluation such as 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 professional indemnity insurance.

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.

Due diligence activity	Consideration
Presentations or meetings	Tenderers may be invited to make a presentation or attend a video conference 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.

#### 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 contract retainer setting out the agreed fee schedule provided by IBA unless agreed otherwise.

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

If the Tenderer proposes to collaborate and/or subcontract parts of the requirements (such as another legal firm in a State or Territory where the Tenderer does not have a presence), it must specify this in its response (along with details about the proposed service provider (**Third Party Collaborator**) e.g. name, address, relevant team members, experience and insurance cover). Where the Tenderer proposes to subcontract or collaborate parts of the services, the Tenderer must specify if it is intended that IBA enters into a separate retainer contract with the Third Party Collaborator, on the same terms and fee structure as agreed with the Tenderer.

The Third Party Collaborator will also need to complete the following sections, and their responses included in the Tender:

- Part C – Sections 1, 3, 6, 7, 8, 9 and 10
- Part D – Privacy & Security Questionnaire

## 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 or meetings
- g) disclosing any actual or potential conflicts of interest
- 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 and timeframes
- 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) select some (not all) of the Services as tendered by the Tenderer
- o) accept or reject an alternative tender
- p) publish or disclose the names of successful Tenderers
- q) propose a contract based on each Shortlisted Tenderer's tendered model (which may not necessarily be the same)
- r) 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 New South Wales govern all RFT documents to which IBA is a signatory and all parties agree to submit to the jurisdiction of the courts of New South Wales.

## 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/>

## 5.10 Attachments

1. Part B - Statement of Requirements

2. Part C – Scope of Services, mandatory criteria, pricing and other information required from Tenderer
3. Part D – Privacy and Cybersecurity questionnaire
4. Part E – Tender Declaration Form – mandatory for the Tenderer to sign and return with Tender proposal
5. Part F – Confidentiality Deed
6. Part G - Modern Slavery Questionnaire
7. Part H – Draft Master Services Contract