



REQUEST FOR TENDER

Request for Tender

*Provision of Audit Services 2014 -
2019 - Town of Port Hedland*

Deadline:

*2.30pm (WST)
Friday 16 January 2015*

Submissions:

Tenderlink Portal
Or
Sent by Hard Copy
*As per instructions on Page 6 of this
RFT.*

RFT Number:

14/20

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1. CONDITIONS OF TENDERING

1.1. DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach as part of your Tender.
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of the Tender as detailed on the front of this Request.
General Conditions of Contract:	Means General Conditions of Contract for the Supply of Goods and Services nominated in Part 3.
Offer:	Your offer to be selected to supply the Requirements.
Principal:	Town of Port Hedland.
Request for RFT or Request for Tender:	This document.
Requirements:	The goods and/or services requested by the Principal.
Selection Criteria:	The criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Specification:	The statement of Requirements that the Principal requests you to provide if selected.
Tender:	Completed Offer form, response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.

1.2. TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

Tenderers to **read and keep** these parts:

- Part 1 – Conditions of Tendering
- Part 2 – Specification
- Part 3 – General Conditions of Contract
- Part 4 – Special Conditions of Contract

Tenderers to **complete and return** these parts:

- Schedule A – Tenderers Offer
- Schedule B – Tenderers Response to Compliance Criteria
- Schedule C – Tenderers Price Submission
- Schedule D – Tenderers Response to Qualitative Criteria

1.3. HOW TO PREPARE YOUR TENDER

- a) Carefully read all parts of this document.
- b) Ensure you understand the Requirements.
- c) Complete and return the Offer (Schedule A, B, C and D) in all respects and include all Attachments as required in the selection criteria.
- d) Make sure you have signed the Offer Form (Schedule A) and responded to all of the Selection Criteria.
- e) Lodge your Tender before the Deadline.

1.4. CONTACT PERSON

Tenderers should not rely on any information provided by any person other than the person listed below:

Name: **Peter Kocian, Manager Financial Services**
Phone: **(08) 9158 9332**
Email: **mgrfin@porthedland.wa.gov.au**

1.5. PREQUALIFICATION REQUIREMENTS

Not applicable to this tender.

1.6. DEPOSITS FOR REQUESTS

Not applicable to this tender.

1.7. TENDER BRIEFING AND SITE INSPECTION

Not applicable to this tender.

1.8. LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this request is:

2.30pm (WST)

Friday 16 January 2015

a) Tenderlink submissions

Must ensure that all electronic submission files are clearly named with:

- the Principal's Tender Number (i.e. RFT: 14/20)
- Tenderer's Name

The Principal's preferred format for the submission is a single PDF file readable by Adobe Acrobat (PDF) or Microsoft Office – 2010 applications.

Tenderers must ensure tenders are lodged electronically by uploading the tender via Tenderlink E-Tendering website www.tenderlink.com/porthedland and submitting to the **Town's electronic tender box**. Failure to fully submit a tender to the Town's electronic tender box will result in the Town not receiving the tender.

All pages should be numbered consecutively and the Tender must include an index.

Any brochures, pamphlets or other supporting documentation shall be included either in the same file or a separate file. If in a separate file; such documentation shall be fully cross referenced to the appropriate section of the submission.

Tenderers are responsible for ensuring they have completed the lodgement of their tender document correctly. Tenderers will receive a successful lodgement email notification from TenderLink to confirm the tender has been successfully submitted to the Town's electronic Tender Box.

In submitting their Tenders electronically, Tenderers represent that they have taken reasonable steps to ensure that Tender response files are free of viruses, worms or other disabling features which may affect Tenderlink and/or the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.

b) Hard copy submissions

The Tender is to be:

- Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- Delivered by hand and placed in the Tender Box located at the Town of Port Hedland Civic Centre, McGregor Street, Port Hedland (by the Tenderer or the Tenderer's private agent).
- Sent through the mail to the Chief Executive Officer, PO Box 41, Port Hedland, WA, 6721.

Service may only be affected by placement in the tender box. Tenders sent by post shall be posted at a time that will ensure delivery and placement in the tender box prior to the deadline. The Principal will not be responsible for ensuring that posted submissions are placed in the tender box prior to the deadline.

The Town of Port Hedland Civic Centre is open between the hours of 8am and 4.30pm Monday to Friday, except public holidays.

Tenderers must ensure that they have provided three (3) signed copies of their Tender (one to be marked “ORIGINAL”, the other(s) to be marked “COPY”). Any brochures or pamphlets must be attached to the original and the copies.

The original must be unbound and clipped (not stapled). Copies must be bound. All pages must be numbered consecutively and the Tender must include an index.

Tenderers must submit their Tender in a way that allows clear identification of information to be considered for each evaluation criterion.

1.9. REJECTION OF TENDERS

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

1.10. LATE TENDERS

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request

will not be accepted for evaluation.

1.11. ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.12. DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order. All Tenderers will be given particulars of the successful Tenderer(s) or advising that no Tender was accepted.

1.13. TENDER VALIDITY PERIOD

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.14. PRECEDENCE OF DOCUMENTS

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

1.15. ALTERNATIVE TENDERS

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an "Alternative Tender".

1.16. TENDERERS TO INFORM THEMSELVES

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.17. ALTERATIONS

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.18. RISK ASSESSMENT

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency
- b) any financial analytical assessment undertaken by any agency
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and to otherwise meet their obligations under any proposed Contract.

The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide. The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.19. EVALUATION PROCESS

This is a Request for Tender. Your Tender will be evaluated using information provided in your Tender. The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested in Schedule B may be excluded from evaluation.
- b) Tenders are assessed against the selection criteria outlined in 1.21, the qualitative criteria outlined in section 1.22 and the value considerations outlined in 1.23. Contract costs are evaluated, e.g. tendered prices and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

The Principal is not bound to accept the lowest or any Tender or any part of a Tender.

1.20. COMPLIANCE CRITERIA

These criteria are detailed within Schedule B of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

The Tenderer must submit their response to compliance criteria in Schedule B – Tenderers Response to Compliance Criteria.

1.21. SELECTION CRITERIA SUMMARY

The Contract may be awarded to a Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

The following selection criteria will be used to assess the award of the Contract:

Criteria	(%)
Local Government Audit Experience	30%
Tenderers Resources, Key Personnel, Skills and Experience	30%
Audit Plan and Methodology	40%
	100%

1.22. QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against qualitative criteria. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

The qualitative criteria for this RFT are:

1.22.1. Local Government Audit Experience (30%)

Tenderers must address the following information as a minimum:

Complete Project Reference Sheet detailing past performance delivering similar services:

- (a) Provide scope of the Tenderer's involvement including details of outcomes
- (b) Provide details of issues that arose during the project and how these were managed
- (c) Demonstrate experience in remote areas, particularly Port Hedland and/or Pilbara
- (d) Any additional relevant information to demonstrate relevant experience

1.22.2. Tenderer's Resources, Key Personnel Skills and Experience (30%)

Tenderers must address the following information as a minimum:

- (a) The Personnel's role in the performance of the Contract, including their experience in similar services
- (b) Curriculum vitae of key Personnel
- (c) Resources availability schedule

1.22.3. Audit Plan and Methodology (40%)

Tenderers must address the following information as a minimum:

- (a) Provide a scope of the audit as prescribed by the Local Government Act and Regulations
- (b) Provide a plan for the audit, including the timing of interim and final audits as well as attendance to Audit and Finance Committee Meetings
- (c) Advise of the method to be used to communicate with and supply information between the Auditor and Client
- (d) Provide a scope of the review of financial management systems and procedures as required under Regulation 5 (2) (c) of the Local Government (Financial Management) Regulations 1996

The Tenderer must submit their response to qualitative criteria in Schedule D - Tenderers Response to Qualitative Criteria.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. A Tender demonstrating greater satisfaction of each of these criteria will result in a greater score. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.23. VALUE CONSIDERATIONS

Non Weighted Price Criteria

The non-weighted cost method is used where functional considerations such as capacity, methodology, quality and experience are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) the qualitative ranking of each Tenderer
- b) the pricing submitted by each Tenderer
- c) application of the Town's Regional Price Preference Policy

Once the tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender in order to determine the Tender which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal.

Regional Price Preference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Town's Regional Price Preference Policy (2/016) adopted on 28 August 2013.

The Policy stipulates that:

When a regional price preference is applied to tenders and requests for proposals, in accordance with the Local Government (Functions and General) Regulations (1996) the following levels of preference will be applied:

Goods and Services to a maximum price reduction of \$50,000

- 10% price preference to an eligible business, contractor or supplier as defined in this policy.

Construction (building) services up to a maximum price reduction of \$50,000

- 5% price preference to an eligible business, contractor or supplier, as defined in this policy.

Competitive Tendering

- 10% price preference to an eligible business, contractor or supplier as defined in this policy, applies where the contract is for goods and services (including construction (building) services) up to a maximum price reduction of \$500,000, if the Town is seeking tenders for the provision of goods or services for the first time, due to those goods or services having been, until then, undertaken by the Town.

In the case of this RFT the "Good and Services to a maximum price reduction of \$50,000" is applicable.

The successful Tenderer will be required to report on the application of the Regional Price Preference Policy throughout the contract.

The Tenderer must submit the price schedule in *Schedule C – Tenderers Price Submission*, inclusive of all information required to determine application of the Town's Regional Price Preference Policy.

1.24. PRICE BASIS

Fixed Prices

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.25. OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.26. CANVASSING OF OFFICIALS

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be) Officers with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.27. IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Schedule A and whose execution appears on the Offer Form in Schedule A of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.28. COSTS OF TENDERING

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.29. TENDER OPENING

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline at the Town of Port Hedland Civic Centre, McGregor Street, Port Hedland.

1.30. IN HOUSE TENDERS

Not applicable to this tender.



2. SPECIFICATION

2.1. AUDIT SPECIFICATION

Objectives of the Audit

1. To provide an independent audit opinion of the accounts and annual financial report for each financial year covered by the term of the audit appointment.
2. To provide an annual review of the appropriateness and effectiveness of financial management systems in accordance with Section 6.10 of the *Local Government Act 1995* and Regulation 5 of the *Local Government (Financial Management) Regulations 1996*.

Term of Audit Appointment

For the five (5) financial years commencing 1 July 2014 through to 30 June 2019

Scope of the Audit

The auditor is to carry out such work as is necessary to form an opinion as to whether:

- (a) The accounts are properly kept; and
- (b) The annual financial report
 - (i) is prepared in accordance with the financial records; and
 - (ii) represents fairly the results of the operations of the local government and the financial position of the local government at 30 June in accordance with the Australian Accounting Standards, the *Local Government Act 1995* (as amended), the *Local Government (Financial Management) Regulations 1996* (as amended) and other mandatory professional reporting requirements;

Give an opinion in the audit report on:

- (a) The financial position of the local government; and
- (b) The results of the operation of the local government;

Include in the audit report:

- (a) Any material matters that indicate significant adverse trends in the financial position or the financial management practices of the local government;
- (b) Any matters indicating non-compliance with financial management requirements of the Act, Regulations and any other written law.

Audit Methodology and Approach

The financial statements will be made available to the audit company on or before the 30 September after each financial year. All audit services will be required to be carried out onsite at the Town of Port Hedland offices in Port Hedland. Please allow appropriate time onsite to ensure all necessary information is obtained including allowance for travel to ensure timely completion of the audit report thereafter.



Additional requirements of the Auditor:

- (a) The auditor is required to comply with the requirements of section 7.9 of the *Local Government Act 1995* and the *Local Government (Audit) Regulations 1996*;
- (b) An audit is to be carried out in accordance with “Auditing Standards” and “Auditing Guidance Statements” adopted from time to time by the Australian Society of Certified Practising Accountants and the Institute of Chartered Accountants in Australia;
- (c) The auditor is to provide the local government with a general outline of his/her methodology;
- (d) The auditor is to provide the local government with a plan for the audit including –
 - timing of interim audit visits, performed in April/May of each financial year;
 - timing of annual audit visits. The Town anticipates that on-site audit work will be completed in September to enable Audit clearance and receipt of the Audit Report in October ;
 - timing of the legislative requirement to meet with the local government and whether that meeting will be in person or by some other means; and
 - the method to be used to communicate with, and provide advice and information to, the local government;
 - include attendance at the annual general meeting of electors and audit committee meetings as and when required; and
 - include attendance at the first meeting of the audit committee following their appointment to outline their approach to the audit assignment;
- (e) The auditor is required to produce an audit report as required by section 7.9 of the *Local Government Act 1995*. The Town of Port Hedland requests that a Management Letter also be provided following all interim and annual audits, regardless of whether the Auditor has identified any management issues. The Town would like to use this process to establish an improvement plan on matters identified by both the Auditor and Client.
- (f) As per the *Local Government Act 1995* and the *Local Government (Financial Management) Regulations 1996* the auditor will be required to carry out a Financial Management review for the Town by 30 June 2016.

Critical Matters to be Audited

The auditor is to include in their submission the extent to which the critical matters outlined below will be audited so as to form an opinion on the manner in which they have been maintained.

(i) Revenue

- Rates revenue
- Government grants
- User pays revenue
- Profit on sale of non-current assets
- Other income

(ii) Expenditure

- Salary and wage costs
- Depreciation
- Materials and contract expenditure

- Loss on sale of non-current assets
- Insurances
- Bad debts
- Other expenditure

(iii) Current Assets

- Bank and short term investments
- Receivables and prepayments
- Inventory

(iv) Non-Current Assets

- Property, plant, furniture and equipment
- Infrastructure and depreciation
- Other receivables
- Investments

(v) Liabilities (Current and non-current)

- Creditors and accruals
- Loan borrowings including new loans raised
- Provision for annual and long service leave entitlements

(vi) Reserve Funds

(vii) Contingent Liabilities

(viii) Capital Commitments

(ix) Accounting Policies and Notes to the Financial Statements

(x) Cash Flow Statement

(xi) The financial ratios required by the *Local Government (Financial Management) Regulations 1996*

Hours, Fees and Expenditure

The Auditor is to provide –

- Estimate of the time to be spent on the audit;
- Fees for completing the audit in accordance with this specification;
- Nominated Auditor(s) and registered company audit number(s); and
- Experience of the nominated Auditors in completing local government audits.
- The Auditor is to provide a fee for any additional audit requested by Council such as grant acquittals and receiving specific financial and asset management advice, such as “Fair Value of Assets”.

Terms

Conditions to be noted by auditors –

- The auditor shall not sub contract to a third party;
- The auditor shall not, and has no right to, assign the audit contract to third parties;
- The auditor shall not be engaged by the local government to undertake any financial consultancy with the local government that requires the preparation of financial information that will be the subject of the annual audit; and
- The auditor shall confirm that he or she has, and will maintain during the duration of the audit term, professional indemnity insurance covering the legal liability arising out of any neglect, default, error, or omission.

Termination of Appointment

The appointment as Auditor is terminated if –

- (a) The Auditor ceases to be a registered company auditor;
- (b) The Auditor ceases to be an approved auditor under Section 7.5 of the *Local Government Act 1995*;
- (c) The Auditor is a disqualified person under Section 7.4(2) of the *Local Government Act 1995*;
- (d) The Auditor resigns by notice in writing to Council; and
- (e) Council serves notice in writing to the Auditor terminating the appointment.

Other Matters

Other matters to be noted by auditors –

- The Town of Port Hedland requests that an Audit Partner attend the annual on-site audit for at least 50% of field work to discuss any key issues with staff and to establish a very clear scope of audit review. The Audit Plan and Methodology is to provide a breakdown of how many Partner Hours and Audit Manager Hours are allocated to the interim and annual audit;
- The Town of Port Hedland is committed to using the LG Solutions Year End Template for the Annual Financial Report. Auditors are to familiarise themselves with this model financial report. A copy of the Town's Annual Financial Report for the Year Ended 30 June 2014 is included in the Annual Report and available on the Towns website www.porthedland.wa.gov.au;
- The Town requests that the audit scope include a review of the monthly financial statements and annual budget for compliance testing as well as an analysis of any adverse financial trends or identification of financial risk.
- The Town of Port Hedland will undertake its best endeavours to finalise a Plan and Methodology with respect to fair value of Infrastructure as required under Regulation 17A of the Local Government (Financial Management) Regulations 1996 by the 31 December 2014. This will include the method of data collection, condition rating assessments and application of unit cost rates as a basis for valuation. It is requested that the Auditor provide adequate direction/support to enable the Plan and Methodology to be agreed to by the 31 January 2015 to enable sufficient lead time to finalise requirements for end of year accounting purposes.

3. GENERAL CONDITIONS OF CONTRACT

The general conditions of contract are to be read in conjunction with the contract specification and A.S 4000-1997 General Conditions of Contract, inclusive of any deletions, amendments or additions.

It is the Tenderers responsibility to ensure they have read and understood the relevant General Conditions of Contract. This information may be obtained from www.saiqglobal.com

3.1. PERIOD OF CONTRACT AND TERMINATION

Period Contract:

The Contract will be in force for the period of five financial years, commencing 1 July 2014 and terminating following the audit of end of year accounts for 30 June 2019. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

4. SPECIAL CONDITIONS OF CONTRACT

The Contractor shall comply with the Occupational Safety and Health Act 1984 (the "Act") and the Occupational Safety and Health Regulations 1996 (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

4.1. GOODS AND SERVICES TAX (GST)

For the purposes of this clause:

- a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the Requirement's, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Tender.

SCHEDULE A - TENDERERS OFFER

A1.1 OFFER FORM

The Chief Executive Officer
Town of Port Hedland
PO Box 41
Port Hedland WA 6721

I/We (Registered Entity Name): _____

(BLOCK LETTERS)

of (REGISTERED STREET ADDRESS):

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail (if any):

In response to Request for Tender (RFT) 14/20 Provision of Audit Services 2014 – 2019 – Town of Port Hedland

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules and attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council’s resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the lump sum price in the prescribed format and submitted with this Tender.

Dated this _____ day of _____ 20____

SCHEDULE A – COMPLETE AND RETURN THIS PART

Signature of authorised signatory of Tenderer:

Name of authorised signatory (BLOCK LETTERS):

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

SCHEDULE B - TENDERERS RESPONSE TO COMPLIANCE CRITERIA

B1.1 COMPLIANCE CRITERIA

Please select with a yes or no whether you have complied with the following compliance criteria:

B1.1.1 Compliance with Submission Criteria

Description of Compliance Criteria	
(a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
(b) Compliance with the Specification contained in the Request.	Yes / No
(c) Compliance with the Tender Lodgement Requirements & Delivery Method.	Yes / No

B1.1.2 Risk Assessment

Tenderers must address the following points in an attachment and label it 'Schedule B1.1.2 - Risk Assessment'

Description of Compliance Criteria	
(d) Risk Assessment i. An outline of your organisational structure inclusive of any branches and number of personnel. ii. Provide a summary of the number of years your organisation has been in business. iii. Attach details of your referees. You should give examples of work provided for your referees where possible. iv. Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with. v. Are you presently able to pay all your debts in full as and when they fall due? vi. Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.	Yes / No

B1.1.3 Insurance Information

The insurance requirements for this Request are stipulated in Part 3 of this Request.

Description of Compliance Criteria	
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SCHEDULE B – COMPLETE AND RETURN THIS PART

<p>(e) Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.</p>	Yes / No
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B1.1.4 Quality Assurance

Description of Compliance Criteria	
<p>(f) Does your organisation have a quality management system in place? If yes, please provide details.</p>	Yes / No

SCHEDULE C - TENDERERS PRICE SUBMISSION

Tenderers must complete the following "Price Schedule". Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

C1.1 PRICE SCHEDULE

The following price schedule is submitted in response to this RFT:

No	Service Description	Tender Unit	Indicative Timing	2014/15 (GST Inc.)	2015/16 (GST Inc.)	2016/17 (GST Inc.)	2017/18 (GST Inc.)	2018/19 (GST Inc.)
1	Interim Audit	Lump Sum	April/May					
2	Annual Audit	Lump Sum	Aug/Sep					
3	Review of Financial Management Systems	Lump Sum	Every 4 years. Due in May 2016					
4	Grant Acquittals	Per Acquittal	6 per year					
5	Other Audit Work/Additional Services i.e. Fair Value Advice	Per hour						
6	Disbursements – travel, accommodation, incidentals	At Cost						
7	Attendance of Engagement Partner to Audit and Finance Committee Meeting	Lump Sum	Annually – Nov/Dec					

*The Principal offers no guarantee of quantities of the products required.

C1.1.1 Discounts

Are you prepared to allow discount for prompt settlement of accounts?	Yes / No
If yes, please indicate percentage?	

SCHEDULE D - TENDERERS RESPONSE TO QUALITATIVE CRITERIA

SCHEDULE D1 – LOCAL GOVERNMENT AUDIT EXPERIENCE

To be provided by the Tenderer in accordance with **Section 1.21.1** of this RFT.

Tenderers to complete **D1.1.1 Project/Experience Reference Sheet**.

D1.1.1 PROJECT/EXPERIENCE REFERENCE SHEET

Client	Date Started	Date Completed	Referees Name	Telephone Number

SCHEDULE D2 - TENDERERS RESOURCES, KEY PERSONNEL SKILLS AND EXPERIENCE

To be provided by the Tenderer in accordance with **Section 1.21.2** of this RFT.

SCHEDULE D3 – AUDIT PLAN AND METHODOLOGY

To be provided by the Tenderer in accordance with **Section 1.21.3** of this RFT.