



Tiwi Islands Regional Council

Tender Document 2018 - Audit

COUNCIL IS INVITING TENDERS FROM SUITABLY QUALIFIED PERSONS OR FIRMS FOR THE PROVISION OF

EXTERNAL AUDITING SERVICES

CLOSING TIME AND DATE:

2:00pm

Monday 30 April 2018

CLOSING LOCATION

TIRC Council Office
Wurrumiyanga, Bathurst Island NT 0822

Email for Tender Submission: tenders@tiwiislands.nt.gov.au

ENQUIRIES TO

Bala Krishna Donepudi
Finance Manger
Telephone: 08 8919 0403

Or

bala.donepudi@tiwiislands.nt.gov.au

Confidentiality

This document contains material which is confidential, and the content of the document remains “Commercial in confidence”. Treat this assignment with discretion to protect unnecessary distribution of sensitive information.

Tiwi Islands Regional Council (TIRC) will treat as confidential any information provided by expresser’s prior to the award of the contract. Once the contract has been awarded, Tiwi Islands Regional Council will not keep such information confidential it is was provided by the successful expresser unless:

- The successful expresser requests that specific information should be kept confidential
- The specific information is by its nature confidential
- TIRC agrees to that request to keep such information confidential

In considering a request for confidentiality, TIRC will consider whether disclosure would cause detriment to the requestor or a third party and the circumstances under which the information was or would be disclosed. TIRC will also consider whether confidentiality is supported by the underpinning of core values such as cost benefit, encouraging competition, efficient, ethical and effective use of resources, accountability and transparency.

TIRC cannot provide a guarantee of confidentiality as certain confidential information may need to be disclosed to support the business operations of TIRC.

1 SUMMARY OF THE REQUIREMENTS	5
1.1 REQUIREMENT IN BRIEF	5
1.2 BACKGROUND	5
1.3 STATEMENT OF REQUIREMENT.....	6
2 CONDITIONS OF EXPRESSION OF INTEREST AND LODGEMENT INSTRUCTIONS... 7	7
2.1 COMPLIANCE WITH CONDITIONS	7
2.2 LODGEMENT OF EXPRESSION OF INTEREST SUBMISSION AND CLOSING DATE.....	7
2.3 EXPRESSION RESPONSE	8
2.4 SELECTION CRITERIA	8
2.5 EXPRESSION FEES TO COVER ALL COSTS	9
2.6 GOODS AND SERVICES TAX (GST)	9
2.7 SHORT-LISTING	9
2.8 NEGOTIATIONS	9
2.9 EXPRESSION PROCESS NOT CONTRACTUAL	9
2.10 ACCEPTANCE OF EXPRESSIONS	10
2.11 EXPRESSER TO BECOME FULLY INFORMED.....	10
2.12 INTERPRETATION	10
3 TENDER AND CONTRACT CONDITIONS	10
3.1 INTERPRETATIONS	10
3.2 PERIOD AND FORM OF CONTRACT.....	11
3.3 RESPONSIBILITIES OF THE AUDITOR	11
3.4 CLAIMS FOR PAYMENT	11
3.5 INSURANCE AND WORKERS COMPENSATION	12
3.6 APPLICABLE LAW.....	12
3.7 TERMINATION.....	12
3.8 OCCUPATIONAL HEALTH AND SAFETY.....	13
3.9 INDUCEMENTS	13
3.10 CONFLICT OF INTEREST	13
3.11 COLLUSIVE EXPRESSION OF INTEREST	13
3.12 MISLEADING AND DECEPTIVE CONDUCT	13
3.13 COMPLAINTS	14
3.14 SUB CONTRACTORS.....	14
3.15 SPECIFIED PERSONNEL	14
3.16 REPRESENTATION OF EMPLOYMENT.....	14
3.17 CONFIDENTIALITY	14
3.18 PERFORMANCE REVIEW	15
3.19 DELAY.....	15
3.20 CONTRACTOR’S RELATIONSHIP WITH TIWI ISLANDS REGIONAL COUNCIL.....	15
3.21 GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF SERVICES.....	15

4 PRICING SCHEDULE AND INFORMATION TO BE SUPPLIED BY EXPRESSERS 16

4.1 EXPRESSED FEES 16

4.2 FEE BASIS 16

4.3 VALIDITY 16

4.4 REFERENCES 16

4.5 EXPRESSERS EXPERIENCE 17

ANNEXURE A.1 18

ANNEXURE A.2 19

ANNEXURE A.3 20

1 SUMMARY OF THE REQUIREMENTS

1.1 Requirement in Brief

The Local Government Act requires the financial statements of a Regional Council to be audited. TIRC is seeking expressions of interest for professional audit services to satisfy these requirements.

1.2 Background

As of 1 July 2008, the Local Government Act came into effect; generating eight new Shire Councils covering the majority of the Northern Territory, TIRC is one of those generated organisations.

The majority of funding for delivery of core and non-core local government services is sourced from Territory and Federal Government Agencies. TIRC uses this funding in the course of its operational duties to fulfil functions outlined in the Act.

The Members of Council are charged with the governance and strategic direction of TIRC. Members are elected from their respective Wards. The CEO report directs to the Council and is responsible for the day to day management of the Council which is itself split into Directorates.

TIRC utilises the Technology One financial accounting system which currently comprises of the financial, works and assets and property and rating modules.

The successful expresser will be required to recognise the TIRC vision, mission and values.

Information to assist your response has been described in this document. Should additional information which has not been provided be required, reference should be made to:

Mr. Bala Krishna Donepudi
Finance Manger
Tiwi Islands Regional Council
PMB 267
Winnellie
Northern Territory 0822
AUSTRALIA

M: 0405 294 394

P: 08 8919 0403

E: bala.donepudi@tiwiislands.nt.gov.au

1.3 Statement of Requirement

TIRC invites expressions of interest from suitably qualified accounting firms, organisations or individuals for the provision of audit services for the period from the date of 1 July 2018.

TIRC deals with a wide range of matters that are administered under various statutes and legislation that require financial auditing services generally, but not limited to, the provisions of the Local Governments Act (NT) 2008 and associated regulations and guidelines, especially the Local Government Accounting Regulations 2008. In addition to this, auditing services are also required to fulfill requirements of various grant funding contract terms and conditions.

The service required to be provided to TIRC includes, but not limited to:

- Audit of the general purpose financial statements for each year, based upon the requirements of the Local Government Act and the Regulations;
- Audit of expenditure of grants requiring a separate audit report; and
- Audit of specific purpose financial reports due outside of financial years.

The Auditor will provide all assistance necessary for the satisfactory preparation of general purpose financial statements.

In addition to the above, the services to be provided will include reasonable services which a professional auditor would normally supply. These could include services such as evaluating the effectiveness and efficiency of internal control and accounting systems and interpretations of relevant new or revised accounting standards of legislation.

The responsibility of auditing services shall be:

1. The provision of an audit opinion on the general purpose financial statements of Tiwi Islands Regional Council.
2. The provision of a management letter detailing any matters arising during the course of each audit and not otherwise reported. This letter should include any suggestions for improvement in efficiency or economy of resources detected during the course of the audit.
3. The meeting of all deadlines to ensure that reports are available within statutory time required.
4. The performance of the audit will meet the requirements of the specifications at all times. If the performance is considered by Tiwi Islands Regional Council not to meet their expectations, then Tiwi Islands Regional Council can give notice of termination in writing effective after ninety (90) days.
5. Submission of at least three (3) physical original copies of the audit reports and one (1) electronic copy.

Tiwi Islands Regional Council requires that expressers be able to demonstrate suitable experience covering at least three (3) years in the audit of local government bodies. It is expected that completion of the audit process and preparation of audit reports will be completed by mid October 2018 for the 2017/18 financial year, and by mid October for the following years.

Appointed contractors will be required to not act for any party in relation to a matter in which that party's interests are, or may, be adverse to the interests of Tiwi Islands Regional Council and generally not to act in any manner contrary to the interests of Council.

Contractors may from time to time be required to provide telephone advice as a matter of urgency. This advice will need to be confirmed as soon as possible thereafter in writing.

The majority of work is to be carried out on a fixed fee basis whereby Contractors will render an account at the approved contract rate per contract schedule. The Contractor will be required to provide documentation to support the account, if requested by Tiwi Islands Regional Council.

The major location for undertaking auditing services will be at the Council office, located in Winnellie. It is the discretion and responsibility of the auditor if they require access, accommodation and transport to other communities within the Council as part of the contract. The total contract price is to include all necessary transport to all communities within the Council at the discretion of the contractor.

It is anticipated that the majority of the audit can be successfully completed at the specified location in Winnellie.

2 CONDITIONS OF EXPRESSION OF INTEREST AND LODGEMENT INSTRUCTIONS

2.1 Compliance with Conditions

Expressers should note that the degree of compliance with the specified conditions will be an essential consideration in the process of evaluating expression of interest. Failure to provide information requested in the expression document may lead to no further consideration of the expression response.

2.2 Lodgement of Expression of Interest Submission and Closing Date

Expressions submitted must be submitted electronically to tenders@tiwiislands.nt.gov.au

THE CLOSING DATE FOR RECEIPT OF EXPRESSIONS IS:
2:00pm, Monday, 30th April 2018.

LATE EXPRESSIONS WILL NOT BE CONSIDERED.

2.3 Expression Response

In your expression response you are required to describe in detail:

- how you propose to add value to Tiwi Islands Regional Council highlighting your local government experience;
- explain the benefits to Tiwi Islands Regional Council of your proposed methodology, indicating why you believe your organisation is better placed to provide these services than your competitors, highlighting the differences between yourselves and other audit services providers;
- provide a detailed service plan assuming appointment with effect from 1 July 2015

2.4 Selection Criteria

The selection criteria to be used in determining the successful applicant is outlined below:

Selection Criteria	Weighting
1 Knowledge of, experience, qualifications and expertise in financial auditing matters in particular as they relate to Local Government. This will include a demonstrated successful track record of quality, accurate and timely provision of local government auditing services over a minimum of 3 years; and will also involve an assessment of the individual expertise and qualifications of the personnel offered to provide the service.	35%
2 A competitive and cost effective fee structure. This would also include a prompt billing or account format that identifies and itemises time and activity precisely and provides a running total in each matter.	35%
3 A commitment to prioritising Council matters with willingness to undertakes the auditing services within the established timeframes.	10%
4 Preparedness to provide effective communication and feedback to Council and report regularly as to the progress of providing financial auditing services.	10%
5 A willingness to work in a cooperative way with Council staff (and where necessary, government agencies) to ensure that auditing services meet performance standards and timetables.	10%
TOTAL	100%

Information supplied in response to the various sections of the expression will be considered in the evaluation against each criterion.

In addition to the evaluation of expressions to the extent of compliance against the entire requirement, Tiwi Islands Regional Council reserves the right to consult nominated referees to further satisfy itself as to the suitability of the applicants.

Applicants may be called upon at their expense to make a presentation of the proposal to the evaluation committee as part of the evaluation phase.

2.5 Expression Fees to Cover All Costs

Fees expressed shall be net after deductions of all discounts, except settlement discount, and shall include coverage for all costs associated with the provision of the Contract. All costs include travel, transport, accommodation, overheads and on costs, staff time and staff time for travel.

Expressers must clearly indicate the applicant is to be considered for the provision of all financial audit services given in section 1.3 and 3.3.

An indication of standard scale rates for ad-hoc assistance should also be provided, should the need arise for additional services outside the specified scope of work.

2.6 Goods and Services Tax (GST)

It is mandatory that the expressing organisations have a registered Australian Business Number (ABN) and be registered for the Goods and Services Tax (GST) with the Australian Taxation Office (ATO).

Prices and fees listed in this expression must include all allowances for the cost of paying Goods and Services Tax.

If the applicant does not provide an Australian Business Number (ABN) indicating that the applicant will pay GST on any taxable supply made under the Contract, the expression price will be weighted by a 10% increase in the assessment of expression price relativity.

2.7 Short-Listing

Tiwi Islands Regional Council reserves the right absolutely to make a shortlist of any applicants and seek further information before selecting a preferred Expression(s). Any shortlist will be made using the Selection Criteria.

2.8 Negotiations

Tiwi Islands Regional Council reserves the right to enter negotiations with any preferred applicant. Tiwi Islands Regional Council reserves the right to terminate negotiations with any applicant and commence negotiations with any other applicant, at any time. Tiwi Islands Regional Council will not be liable for any loss, costs, or expenses incurred by any applicant arising from a decision by Tiwi Islands Regional Council to terminate negotiations with any applicant.

2.9 Expression Process Not Contractual

Nothing in this expression process, or this expression document or the submissions of any expressers shall be construed as to give rise to contractual obligations, whether express or implied.

2.10 Acceptance of Expressions

Tiwi Islands Regional Council specifically reserves to itself the right to accept no expression, or accept any expression whether that expression is conforming or not. Tiwi Islands Regional Council further reserves the right, after the expression closing date, to negotiate with any one or more expressers with a view to modifying the terms, conditions, prices and other matters applicable to any Contract that may be subsequently entered into. Tiwi Islands Regional Council may terminate the expression process at any time if Tiwi Islands Regional Council determines that it is in the public interest to terminate the expression process.

An expresser shall not be deemed to have been accepted unless accepted in writing by way of a Letter of Acceptance. Following acceptance of an expression of interest, Tiwi Islands Regional Council will notify the name of the successful expresser(s) to all unsuccessful expressers. It is envisaged the successful applicant will be announced on Wednesday 24th May 2018.

2.11 Expresser to Become Fully Informed

The Expresser shall be deemed to have become fully informed of all conditions affecting the expression. If there is any doubt as to the meaning of any parts of the Expression Documents clarification shall be requested from Tiwi Islands Regional Council, such clarification shall be valid only if issued in writing.

Any clarification given pursuant to this Clause may also be issued to all prospective expressers.

2.12 Interpretation

In this expression, unless the contrary intention appears:

1. Tiwi Islands Regional Council decisions are made at the absolute discretion of Tiwi Islands Regional Council.
2. It is agreed that all sums of money are in Australian currency.
3. Reference to any section includes any paragraph of clause within it.

3 TENDER AND CONTRACT CONDITIONS

3.1 Interpretations

In this Contract to which these conditions apply, the following terms shall have the following meanings:

- "Contract" means the agreement concluded between the Contractor and Tiwi Islands Regional Council, including all special conditions, specifications, and other documents incorporated with and forming part of this Contract and includes the standing offer constituted by the acceptance of the Contractor's expression of interest for the term set out in the expression of interest request.
- "Contractor" means the firm, organisation or individual contracted to supply the services the subject of this Contract.
- "Services" means all of the activities and tasks to be performed by the Contractor, as specified in this document and as amended from time to time.

- "Contract Material" means all material brought or required to be brought into existence as part of, or for the purpose of performing the audit services including, but not limited to, documents, equipment, information and data stored by any means.
- "Contract Fees" means the fees shown in the Pricing Schedule submitted with the expression of interest.
- "Intellectual Property" means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property organisation of July 1967.
- "Specified Personnel" means the personnel nominated by the Contractor who are to provide or perform some or all of the legal services under the Contract.

3.2 Period and Form of Contract

The Contract shall be in force for the period from the date of acceptance until the completion of audit services for the 2019/20 financial year.

This expression of interest document, a letter of appointment from Tiwi Islands Regional Council and the acceptance of the appointment in writing by the auditor shall form the basis of the contract.

3.3 Responsibilities of the Auditor

The Auditor shall provide the auditing services and carry out the auditing services with all reasonable skill and care.

The auditor has discretion as to the manner in which the auditing services are to be performed but shall have regards to:

- Auditing practice and standards statements issued jointly from time to time by the Institute of Chartered Accountants and CPA Australia;
- The Local Government Act, 2008, and the Regulations there under;
- Any other relevant legislative provisions.

The auditor shall ensure that all relevant time deadlines are met to enable the audited financial statements to be available within the specified statutory time.

3.4 Claims for Payment

The Contractor will be required to lodge claims for services completed. Prior to approval of payment, claims will be subject to verification by Tiwi Islands Regional Council that the claim is a true and accurate reflection of services completed.

The invoice shall clearly state the amount of GST payable and conform to the requirements of a tax invoice (as that term is defined in GST law).

If in Tiwi Islands Regional Council's opinion, the quality or quantity of Services performed is deemed unsatisfactory, Tiwi Islands Regional Council may withhold payment of all or part of the invoice until such time as the issue is resolved between the parties.

Correctly rendered and verified invoices shall be paid in accordance with the Local Government standard terms of thirty days, unless settlement discounts apply.

3.5 Insurance and Workers Compensation

The Contractor must at its own expense, insure and keep insured for the duration of the Contract, the following policies of insurance:

- Professional Indemnity Insurance for an amount not less than that required to be held in accordance with the Professional Standards Act (NT) 2008.
- Public Liability Insurance for an amount not less than \$10,000,000 providing indemnity against third party personal injury or property damage arising out of actions of the Contractor or its employees.
- Workers Compensation Insurance as required by law in respect of any person deemed to be an employee.

The Contractor will be asked to provide either a copy of the current policy or a Certificate of Currency with its acceptance of Contract, prior to any work being authorised.

3.6 Applicable Law

This Contract will be governed by, and construed in accordance with, the laws of the Northern Territory. The Auditor will also be appointed in accordance with Sections 133, 135 and 136 of the Local Government Act 2008.

3.7 Termination

If the Contractor fails to abide by any term(s) of the contract, Tiwi Islands Regional Council may, by giving 14 days signed notice in writing to the Contractor, terminate the contract in whole or part, without prejudice to any other right of action or claim.

Should the contract be terminated, all documentation held by the Contractor will be returned to Tiwi Islands Regional Council within the 14 day period.

Tiwi Islands Regional Council may (without the need to comply with any show cause procedure) immediately terminate the Contract, if in Tiwi Islands Regional Council's reasonable opinion, the Contractor has failed to perform the services in strict accordance with the requirements detailed within the Contract.

Should the provision of Audit Services and quality of staff engaged not satisfy the original tender specifications and the provisions of the Local Government Act, 2008 at any time during the contract period, Tiwi Islands Regional Council reserves the right to terminate the contract with a minimum of one (1) month's notice.

In addition, Tiwi Islands Regional Council may (without the need to comply with any show cause procedure) immediately terminate the Contract, if the Principal contact nominated in the expression ceases to work for the Contractor or is unavailable to provide the required services for any period in excess of one (1) month.

The appointed Auditor may resign at any time during the tenancy of the appointment, subject to providing six (6) months notice in writing, and Tiwi Islands Regional Council reserves the right to appoint a person or persons who submitted expressions for this appointment, for the unexpired term of the appointment on the same terms and conditions as the original appointee or call for new expressions.

3.8 Occupational Health and Safety

The Contractor is responsible for ensuring compliance with all requirements, including applicable regulations, of the relevant Occupational Health and Safety Act and any applicable Australian Standard.

The Contractor shall be responsible for the well being and fitness of all of its staff and to ensure that they are fit to perform their duties and present no danger to others.

The Contractor shall notify Tiwi Islands Regional Council immediately, in writing, if a charge of noncompliance with the Act has been filed against the Contractor in connection with the services, the subject of this contract.

3.9 Inducements

By responding to this expression of interest document, the respondent expresser affirms that it has not given, offered to give, nor intends to give at any time hereafter, any inducements or reward of any kind to any director, officer or employee of Tiwi Islands Regional Council in connection with submitted expression response.

3.10 Conflict of Interest

The Contractor shall ensure that at no time during the contract any conflict of interest exists or is likely to arise in the performance of its obligations under the contract. If during the term of the contract, a conflict or risk of conflict of interest arises, the Contractor undertakes to notify Tiwi Islands Regional Council in writing of that conflict or risk.

3.11 Collusive Expression of Interest

The Expresser shall not enter into any agreement with any other Expresser or any industry association concerning the preparation of this expression of interest and in particular, but without limitation to the foregoing requirement, shall not include in the pricing of the expression any amount to be paid to an unsuccessful Expresser or any trade or industry association above the published standard fee.

The Expresser shall not seek to obtain knowledge of the expression of interest price of any other Expresser and shall not reveal the expression of interest price to any other Expresser at any time prior to the acceptance of a expression by Tiwi Islands Regional Council.

Evidence of collusive expressions may lead to the rejection of all expressions of interest for the Contract and Expressers involved in such practices may be barred from expressing interest for further contracts with Tiwi Islands Regional Council for a period to be determined by Tiwi Islands Regional Council.

3.12 Misleading and Deceptive Conduct

Expressers must not engage in misleading or deceptive conduct, including but not limited to making statements or representations during this expression of interest process.

Expressers should be cognizant of the Trade Practices Act 1974, in particular s 52 and s 53 and also similar State Government legislation which may be relevant.

3.13 Complaints

Any complaints in the first instance should be directed Chief Executive Officer Ms. Marion Scrymgour.

3.14 Sub Contractors

The Contractor shall not sub contract any requirement of this contract without prior Tiwi Islands Regional Council approval.

3.15 Specified Personnel

The Contractor shall ensure that the Specified Personnel undertake work in respect of the auditing services in accordance with the terms of the Contract.

The Contractor shall notify Tiwi Islands Regional Council of any changes to the personnel undertaking activities pursuant to the contract. Where changes to personnel are proposed by the Contractor, it must give Tiwi Islands Regional Council at least fourteen (14) days prior written notice of the date of effect of the proposed change, together with a curriculum vitae for the incoming personnel.

Incoming personnel must have expertise, experience and probity to the satisfaction of Tiwi Islands Regional Council. Tiwi Islands Regional Council shall notify the Contractor, in writing, of its acceptance or rejection of the proposed change to personnel.

The Contractor shall not undertake any work should a change of personnel occur without the prior consent, in writing, of Tiwi Islands Regional Council.

3.16 Representation of Employment

The Contractor shall not represent itself, and ensure that its employees do not represent themselves, as being employees of Tiwi Islands Regional Council.

3.17 Confidentiality

Except as required by or under the Contract, the Contractor shall take all reasonable steps to ensure that a person employed by it does not disclose to any person information relating to any documents or material in connection with the Contract which relates to the affairs of Tiwi Islands Regional Council.

Without limiting the generality of this clause, any document or material which is in the possession of Tiwi Islands Regional Council, or which has been provided by Tiwi Islands Regional Council, to the Contractor or a person employed by it and which relates to the affairs of a third person shall, for the purposes of that clause, be deemed to relate to the affairs of Tiwi Islands Regional Council.

The Contractor shall be required to act in accordance with any confidentiality, privacy and personal information protection legislation in relation to any personal information supplied to them in the course of their service to Tiwi Islands Regional Council.

All legal reports and working papers of the Contractor that have been prepared or obtained in relation to the Contract, shall be confidential to Tiwi Islands Regional Council and Tiwi Islands Regional Council representatives, information supplied

by the expresser may be the subject of disclosure under the Information Act (NT) 2008.

3.18 Performance Review

The performance of the Contractor in providing the Professional Services will be reviewed by Tiwi Islands Regional Council every twelve months or as determined by Tiwi Islands Regional Council. It is anticipated that the reviews will be undertaken upon completion of providing audit reports each year.

The matters to be considered at a performance review will include, but not be limited to:

- the conduct of the Contractor;
- the time being taken to provide the Services;
- the cost to Tiwi Islands Regional Council of the Services provided by the Contractor;
- the success of the Contractor in regard to preparation of reports and conducting audits;
- general matters on how the relationship between the Contractor and the Principal is working; and
- the degree to which the Services are being provided by the most experienced employees of the Contractor.

Within one month of the conclusion of a performance review, Tiwi Islands Regional Council will advise the Contractor in writing of the outcome of the performance review and any matters Tiwi Islands Regional Council wishes to draw to the attention of the Contractor.

In regard to such performance review, Tiwi Islands Regional Council may require a meeting with the service provider to review performance and such meeting will not be chargeable to Tiwi Islands Regional Council.

Tiwi Islands Regional Council may require, for the performance review, a report as to the number of outstanding matters, an indication (by title) as to each matter, and any outstanding costs.

3.19 Delay

As soon as practicable after becoming aware of any matter which is likely to change or which has changed the scope or timing of the Services, the Contractor must give written notice to Tiwi Islands Regional Council detailing the circumstances and extent or likely extent of the change or delay.

3.20 Contractor's Relationship with Tiwi Islands Regional Council

The Contractor must not act outside the scope of the authority conferred on it by this Contract and must not bind Tiwi Islands Regional Council in any way or hold itself out as having any authority to do so, except where authorised by this Contract, or as approved in writing by Tiwi Islands Regional Council.

3.21 General Conditions of Contract for the Supply of Services

This contract is also bound by the General Conditions of contract for the supply of

Services. Where a conflict exists between the conditions stated in sections above and the General Conditions, the specific conditions in sections above will take precedence.

4 PRICING SCHEDULE AND INFORMATION TO BE SUPPLIED BY EXPRESSERS

4.1 Expressed Fees

Expressed fee is to be all inclusive in Australian Dollars and Firm (i.e. including but not limited to all necessary labour, materials and plant).

Item	Item Description	\$ AU
Fee for service	Annual fee for providing audit services	\$
Disbursements	The expresser is to provide hereunder details of all categories of disbursements items	At Cost (\$)
If travel costs are applicable as outlined in disbursements above, is TIRC to be charged these costs?	Is Tiwi Islands Regional Council to be charged staff time whilst travelling and how much? Yes/No	Yes/No (\$)
Total Tender Amount		\$ Au

4.2 Fee Basis

The expresser must indicate below the fee basis of the tender (delete inapplicable options):

- (a) The expressed fees are firm for the duration of the contract.
- (b) Expressor to nominate proposed formula to adjust fees on an annual basis if required. Increased fees will then remain firm for each ensuing 12 month period.

4.3 Validity

Expressed fees shall remain valid for acceptance within three (3) months from the closing date of the expression of interest.

Note: A Minimum validity period of three months is required. Expressers shall state above any longer period for which their offers remain valid.

4.4 References

Expressers are to provide details of at least two (2) organisations, including the name of persons, willing to act as references to the expressers standard of service and performance on similar type contracts.

4.5 Expressers Experience

- (a) Expressers are to provide details of the number of years in business, number of staff and scope of current activities as they relate to this requirement, including details of current staff qualifications and experience.
- (b) Please include the number of practitioners/partners in the firm; each practitioner/partner/s general field of specialisation, qualifications and experience; period as a practitioner/partner and employee; the level of other staff employed by the firm; capacity in which each person can act. A copy of each contact person/s curriculum vitae should also be included.

By submitting a response to this Expression of interest, Expressers agree that:

- If its response is accepted, the Expresser will provide the services on contractual terms provided by Tiwi Islands Regional Council.
- It has satisfied itself of the correctness and sufficiency of its response to provide the required services.
- It is incumbent upon each Expresser to acquaint themselves with the business operations and activities of Tiwi Islands Regional Council and has examined all information relevant to the risks, contingencies, and other circumstances having an effect on its response which is obtainable by the making of reasonable enquiries.
- The response remains valid for a period of 90 days after the closing date and will not be withdrawn or varied before that time except with the written permission of Tiwi Islands Regional Council.
- This Expression of Interest Document is the property of Tiwi Islands Regional Council and is to be treated as Commercial in Confidence at all times. Disclosure of this Expression of interest Document is not permitted except as required to enable Expressers to prepare its response and such disclosure is subject to the prior written consent of Tiwi Islands Regional Council.
- Expresser responses become the property of Tiwi Islands Regional Council and any intellectual property of the Expresser contained in the Expression of interest response vests with Tiwi Islands Regional Council and the Expresser waives any rights in respect of that intellectual property.
- The Expresser will act always in good faith and in the best interests of Tiwi Islands Regional Council.

ANNEXURE A.1

Formal Offer of Services (To be signed and submitted with the Expression of Interest)

To Tiwi Islands Regional Council, I/We, the undersigned, do hereby Express our interest to perform the work for the Provision of Audit Services as described in the expression of interest documents.

The documents that have been completed and submitted with this expression of interest have been inspected and understood by me/us.

This Expression of Interest is submitted in accordance with the conditions of Lodgement by which, in consideration of Tiwi Islands Regional Council undertaking to investigate and take into account this Expression of Interest with other Expressers, we agree to be bound.

Dated this day of, 2015

For an Expresser which is a Company:

The COMMON SEAL of
(ACN)

Was hereunto affixed by the Director/Authorised Person:

SIGNED by

Name:

in the presence of:

Witness:

Affix Seal here

OR For a Expresser which is not a Company:

SIGNED by

Name:

in the presence of:

Witness:

Address of Expresser:

Address for Service of Notices:.....

Contact Telephone Number:

ANNEXURE A.2

Statutory Declaration

(To be signed and submitted with the Expression of Interest)

I,
of (Residential address), DO SOLEMNLY AND SINCERELY DECLARE, in respect of the Expression of Interest:: Provision of Audit Services for Tiwi Islands Regional Council (Tender 2015/01) Or any contract arising from the Expression of Interest, that:

1. I hold the position of and am duly authorised by (“the Expresser”) to make this declaration on its behalf.
2. The Expresser is not aware of any conflict of interest it has that may prohibit the competitive tendering process.
3. Neither the Expresser nor any of its servants or agents had any knowledge of the price of any other Expresser prior to submitting its expression of interest nor has the Expresser or any of its servants or agents disclosed to any rival Expressers the Expresser's price prior to the closing of expression of interest.
4. The Expresser submitted its expression of interest in good faith and has not deliberately set its expression price above or below the level of rival Expresser.
5. As at the date of this declaration, the Expresser intends to do the work set out in the expression of interest.
6. Neither the Expresser nor any of its servants or agents has entered into any contract, arrangement or understanding having the result that, in the event that it is successful in the expression of interest, it will pay to any unsuccessful Expresser any moneys in respect of or in relation to the expression of interest or any contract resulting there from.
7. In submitting the expression of interest, the Expresser has not canvassed nor sought to discuss the tender with Tiwi Islands Regional Council employees, nor Councillors, other than that officer detailed on page 9 of the expression of interest document.
8. The Expresser has not entered into any agreement with any other known expresser for the expressed services, nor has it obtained any knowledge of any expression of interest prices of any other known expresser, nor revealed its expression price to any other known expresser.

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 2007.

SUBSCRIBED AND DECLARED at

This day of 2015

Signed:

Signed before me:

Name:

Justice of the Peace/Solicitor

The Statutory Declaration should be signed by a duly authorised officer of the Expressing firm and lodged with the expression of interest.

ANNEXURE A.3

Schedule of Contractors Details

Complete the details listed hereunder:

1. CONTRACTOR'S REPRESENTATIVE (Should be a Partner)

Name:

Title:

2. CONTRACTOR CONTACT

Name

Title Firm

Address

Telephone

Facsimile

Email

3. DETAILS OF THE STRUCTURE OF THE FIRM

SIGNATURE OF EXPRESSER _____

DATE _____

FOR THE FIRM OF _____