

# Notice To All Intending Tenderers

This Notice To All Intending Tenderers must be read in conjunction with the Request for Tender ("RFT") for **Advice on the costs and margin of mass market new entrant electricity retailers**.

Details of the services the Tribunal requires, the timing and terms and conditions of the RFT are set out in that document.

The RFT is a legally binding document that sets out the conditions you must understand if you are to submit a tender in response to the RFT. These conditions will apply regardless of whether you are the successful tenderer. Your participation in any stage of the tender will be at your own risk, cost and expense.

Please read the RFT carefully. If you have any queries, or requests for further information please contact the person named in item 3 of Schedule 1 of the RFT.

Schedule 3 of the RFT sets out the procedures you are to follow and the format and substance you must consider when preparing your tender. The assessment criteria the Tribunal will apply to evaluate your tender are set out in Schedule 3.

The Tribunal may make changes to the RFT before the closing date for tenders and it will be assumed you have tendered on the basis of the RFT as at the date of the close of tenders. You have the choice of either:

- (a) keeping your own watch on the Tribunal's web site to keep yourself informed of any changes the Tribunal may make to the RFT; or
- (b) providing an email address to the person named at item 3, Schedule 1 of the RFT who will let you know if the Tribunal makes any changes to the RFT or if the Tribunal will hold a formal briefing for tenderers.

Note clause 5 of the RFT which describes the copies of your tender to be provided to the Tribunal. The opening of tenders is not a public process.

The form of the Consultancy Agreement is set out in Schedule 4 of the RFT and may be changed by the Tribunal at its absolute discretion prior to the tenderer and the Tribunal executing a form of the Consultancy Agreement.

The selection of the successful tenderer is at the Tribunal's absolute discretion and the Tribunal reserves the right not to accept any tender.

We look forward to receiving your tender.

Yours sincerely,

**General Manager, Support Services**





## **Request for Tender**

**RFT No E06/07-1  
("RFT Reference")**

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Advise to the Tribunal on retail cost and margins, based on mass market new entrant retailers, for inclusion in regulated electricity retail tariffs.

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## 1. Introduction

- (1) The Independent Pricing and Regulatory Tribunal (the "**Tribunal**") is a body corporate established under the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW) and its role is described on the Tribunal's web site at <http://www.ipart.nsw.gov.au/>.
- (2) This document, including the Schedules, is a Request for Tender ("**RFT**") and is an invitation to suitably qualified persons or organisations to tender to provide the Services in Schedule 1.
- (3) Anyone who receives a copy of this RFT is referred to in this RFT as a tenderer whether or not they submit a tender in response to this RFT.
- (4) The conditions of Tender are set out in this RFT.
- (5) Tenderers must complete Schedule 2 and address the requirements of Schedule 3 in submitting their Tender.
- (6) Tenders must be lodged with the Tribunal by no later than the closing date set out in **Item 2 of Schedule 1** ("**Closing Date**").
- (7) The criteria used by the Tribunal to evaluate tenders are set out in Schedule 3.

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## 2. Application of these Conditions of Tender

- (1) Tenderers must make themselves familiar with all of the conditions of this RFT at the Closing Date and are deemed to have tendered on the basis of any changes which may be made to the RFT up to the Closing Date.
- (2) Tenderers will be deemed to have accepted all of the conditions of tender in this Request for Tender and must ensure that they comply with them in all respects.

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## 3. Communications with Tenderers

- (1) Tenderers may be invited to attend a briefing by the Tribunal on this RFT.
- (2) The Tribunal will only provide notices and address correspondence under this RFT to tenderers at the addresses notified in writing to the Tribunal.
- (3) The Tribunal will not be responsible for any correspondence or notices not received by any tenderer.

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#### 4. Format of Tender

Each tender must be in writing and must comply with the requirements of this RFT.

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#### 5. Lodgement and Opening of Tenders

- (1) Tenderers must submit three hardcopies and one electronic "soft" copy (in a format compatible with Microsoft Word XP Professional) of its tender. One set of the hardcopy documents must be marked "ORIGINAL" and the other copies must be marked "COPY". The electronic "soft" copy should be sent by email to the General Manager, Support Services at the following email address: [meryl\\_mccracken@ipart.nsw.gov.au](mailto:meryl_mccracken@ipart.nsw.gov.au). If any inconsistency arises between the copies, including the electronic "soft" copy, the hardcopy tender marked "ORIGINAL" will prevail.
- (2) The tenders in hardcopy must be submitted in a sealed envelope marked with the RFT reference number so that it is received by the Closing Date.
- (3) All documentation must be in the English language and, if relevant, refer to Australian dollars.
- (4) All information must be printed without alterations or erasures (unless each amendment is signed in ink).
- (5) Tenders must be addressed to:

General Manager, Support Services  
Independent Pricing and Regulatory Tribunal

and delivered to the following address by no later than the Closing Date:

At P O Box Q290  
QVB Post Office  
NSW 1230

Or The Tender Box, Level 2  
44 Market Street  
SYDNEY NSW 2000

- (6) Tenders will be secured in the Tender Box at the Tribunal on Level 2 of 44 Market Street, Sydney until after the Closing Date.
- (7) The opening of tenders is not a public process and neither tenderers nor their representatives are entitled to attend the opening of tenders.
- (8) All tenders must be provided free of charge to the Tribunal.

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## **6. Non-Compliance/Late Tenders**

- (1) Any tender not complying with this RFT.
- (2) Any tender received after the Closing Date will be registered as a late tender.
- (3) The Tribunal reserves the right at its absolute discretion to accept or not accept late and/or non-complying tenders.

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## **7. Consultancy Agreement**

- (1) The successful tenderer will enter into a consultancy agreement with the Tribunal, in the form set out in Schedule 4.
- (2) Any consultancy agreement arising from this RFT will be between the Tribunal and the tenderer whose tender is accepted by the Tribunal.
- (3) Each tenderer is required to identify in its tender any clauses of the Consultancy Agreement with which it does not agree. The tenderer should propose alternative clauses for consideration by the Tribunal and the rationale for the proposed amendment.
- (4) If a tenderer does not indicate disagreement in its tender with a clause of the Consultancy Agreement, that tenderer will be deemed to have agreed with that clause. The tenderer is precluded from raising any objection to, or amendment of, any clauses of the Consultancy Agreement with which the tenderer has not disagreed in its tender.
- (5) Any standard printed conditions of contract of, or provided by, the tenderer will be rejected by, and will not be binding on the Tribunal.
- (6) The Tribunal reserves the right at its absolute discretion to accept, reject or agree to modifications or amendments proposed by tenderers to the Consultancy Agreement, or any part thereof.

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## **8. Validity and Withdrawal**

- (1) All tenders will remain valid for a period of 6 calendar months from the Closing Date.
- (2) A tender must not be withdrawn without the prior written consent of the Tribunal.

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## **9. Clarification of Tenders**

The Tribunal may seek clarification or request further information from tenderers after the Closing Date, as part of the selection process.



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## **10. The Negotiation Stage**

- (1) This clause is subject to clause 22.
- (2) The Tribunal may commence negotiations at its absolute discretion with the tenderers whose tenders are acceptable to the Tribunal.
- (3) The Tribunal reserves the right to negotiate with any tenderer until a satisfactory conclusion is reached for the Tribunal.
- (4) The negotiation by the Tribunal with any tenderer will not create any rights of any kind in favour of any tenderer in relation to, or for the purposes of, any agreement with the Tribunal or at all.

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## **11. Award of Agreement**

- (1) This clause is subject to clause 22.
- (2) No rights of any kind accrue to a tenderer whose tender is acceptable to the Tribunal until the tenderer and the Tribunal execute a form of the consultancy agreement in Schedule 4.

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## **12. Amendments to RFT**

- (1) If the Tribunal considers it necessary to make a change to the RFT before the Closing Date, the amendments will be posted on the web site of the Tribunal and is deemed to be a communication of the change to the RFT to tenderers. No oral explanation or change to any part of this RFT by any officer or agent of the Tribunal will be deemed to constitute an addendum.
- (2) The Tribunal may in its absolute discretion, by notice posted on the web site of the Tribunal before the Closing Date, do all or any of the following:
  - (a) vary or deviate from the processes as set out in this RFT;
  - (b) terminate or vary the RFT process;
  - (c) add to, vary or amend this RFT and the conditions in this RFT;
  - (d) require additional information from any tenderer;
  - (e) change the structure and timing of the RFT; and
  - (f) amend the scope of the Services required by the Tribunal in Schedule 1.

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### **13. Tenderers to bear own costs and risk**

- (1) Participation in any stage of the RFT will be at the tenderer's sole risk, cost and expense.
- (2) The Tribunal and its advisers, employees and contractors will not be responsible for any loss, damage or claim (whether direct, indirect or consequential) to the tenderer or any person arising out of this RFT, tendering to the RFT, the RFT process, the negotiation with tenderers, or awarding or not awarding of the tender or any other associated matter. In no event will the Tribunal be responsible for any loss of profits.
- (3) This clause 13 will survive the conclusion of all processes arising from the RFT.

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### **14. Acceptance of Tenders**

While the Tribunal may have regard to the requirements set out in Schedules 2 and 3, it retains an absolute discretion as to how it will assess the tenders.

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### **15. No obligation to accept tenders and part tenders**

- The Tribunal will be under no obligation to accept any tender or part tender.
- The Tribunal will be under no obligation to accept the lowest priced tender.

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### **16. Access to further information**

The Tribunal may decide to provide further information concerning this RFT before the Closing Date. If the Tribunal decides to provide further information it will notify all tenderers by notice posted on the web site of the Tribunal.

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### **17. Contact of Referees**

The Tribunal reserves the right to contact the referees of each tenderer.

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### **18. Interviews**

The Tribunal reserves the right to conduct interviews of one or more tenderers after the Closing Date. If an interview is required, the Tribunal will give reasonable notice to the tenderer.

## 19. Confidentiality and Privacy

(1) In this document:

"**confidential information**" means all information of the Tribunal, in any form or media, including, without limitation, trade secrets, know-how processes, techniques, source and object codes, software, computer records, business and marketing plans and projections, details of agreements and arrangements with third parties, customer information and lists, designs, plans, drawings and models, but does not include:

- (a) information which is at the date of this RFT, or which subsequently becomes into the public domain other than as a result of disclosure by a tenderer, or a person receiving the confidential information from the tenderer, in breach of the conditions of this RFT;
- (b) information which a tenderer can establish by written records is at the date of this document already known to that person; or
- (c) information which a tenderer can establish to the Tribunal's satisfaction, was developed independently of the Tribunal or any agent or employee of the Tribunal.

(2) In consideration of the Tribunal agreeing to disclose confidential information to a tenderer under or as part of this RFT, the tenderer:

- (a) acknowledges and agrees that any confidential information is secret and confidential and that any confidential information disclosed by the Tribunal to the tenderer is disclosed to the tenderer only for the purpose of this RFT and in reliance on, and pursuant to, the terms of the conditions of this RFT;
- (b) agrees to keep the confidential information secret and confidential at all times;
- (c) must not, without the prior written approval of the Tribunal, use, disclose, divulge or deal with any confidential information, nor cause, permit or allow any act, matter or thing to be done, omitted or occur whereby any confidential information may become known or be used by, or be disclosed or communicated to, any other person, except strictly in accordance with the terms of the conditions of this RFT; and
- (d) must return to the Tribunal or destroy all copies of the confidential information upon written demand by the Tribunal or upon the withdrawal of the tenderer from the RFT;

- (3) The tenderer acknowledges and agrees that the Tribunal may publish the following details of the Consultancy Agreement, if any, awarded under this RFT:
  - (a) details of the Consultancy Agreement (including a description of Services to be completed, the term of the Consultancy Agreement, the commencement date and anticipated completion date);
  - (b) the full identity of the successful tenderer;
  - (c) the price payable by the Tribunal and the basis for future changes in this price; and
  - (d) the significant evaluation criteria and the weightings used in this RFT.
- (4) If a tenderer includes information in its tender that it does not wish to be disclosed, it must identify that information in writing to the Tribunal and provide written reasons for such request prior to or on the Closing Date. Where the Tribunal does not agree with the tenderer's request the Tribunal will advise the tenderer accordingly and that decision will be binding on the tenderer.
- (5) This clause 19 will not merge with the execution of the Consultancy Agreement.

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## **20. Intellectual property**

- (1) Nothing in the RFT constitutes a transfer of intellectual property rights of the Tribunal (including intellectual property rights in the RFT) to any tenderer.
- (2) The Tribunal may, in its absolute discretion, by written notice, require that all written information provided to tenderers (and copies of the information) be returned to the Tribunal at any time.

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## **21. Disclaimer**

- (1) The Tribunal has taken reasonable care in the preparation of the RFT, however the information contained in this RFT and the information upon which it is based has not been independently verified or audited. Tenderers are encouraged to seek independent verification on any information about which they are unclear.
- (2) The statements, opinions, projections, forecast or other information contained in this RFT may change. Where any such information relates to future matters, no steps have been taken to verify that that information is based upon reasonable grounds. Actual future events may vary significantly from the forecast.
- (3) Neither this RFT nor any agreement made on the basis of this RFT, may under any circumstances be taken to create an implication that

there will be no material change in the affairs of the Tribunal from the date of issue of this RFT.

- (4) The provisions of this disclaimer apply in relation to this RFT and also in relation to any other oral or written communications or disclosures to the tenderer or to any other person.

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## **22. Other Reservations**

- (1) By issuing this RFT the Tribunal is not required to negotiate or to enter into an agreement for the provision of the Services for tender with any person.
- (2) The Tribunal may elect to withdraw from the process described in the RFT and may terminate the RFT altogether.
- (3) The Tribunal has no obligation to consider and no obligation in respect of the manner, timing or basis of consideration of, any tender.
- (4) The Tribunal may at its absolute discretion, withdraw, change or suspend the RFT and its consideration of tenders and any part thereof.
- (5) Any decision to shortlist tenderers is for the convenience of the Tribunal and does not create any rights in any person. The Tribunal reserves the right at its absolute discretion to invite persons who do not respond to this RFT to participate in any subsequent tender for the Services.
- (6) The Tribunal may at its absolute discretion approve or reject any sub-contractors the tenderer may wish to appoint.

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## **23. Tenderer's duty to inform themselves fully**

- (1) Any person contemplating the submission of a tender and who is in doubt as to the true meaning of any part of the specification/requirements, requires further information or finds discrepancies in, or omissions from, the RFT may submit a written request for an explanation or correction no later than 14 days before the Closing Date. The Tribunal or its agents will respond to each written request and reserve the right to advise in similar terms all tenderers save that the source of the inquiry will not be disclosed.
- (2) In order to maintain equity in the tendering, Tenderers are advised that they should not seek information in regard to this RFT directly from staff and contractors employed by the Tribunal other than via the mechanism detailed in this clause.
- (3) Tenderers must only rely on written advice from the Tribunal.

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## **24. Briefing for interested persons**

- (1) The Tribunal may provide a formal briefing for tenderers. Tenderers attending are required to register at the briefing. The register of

tenderers will be distributed to all tenderers within 2 working days after the briefing. If a tenderer has a query or requires further information that is not addressed at the briefing, the tenderer must make a request for information in writing and that request will be registered. The request and such answer as the Tribunal is able to provide will be sent to all registered persons who registered at the briefing.

- (2) Questions may be submitted in advance of the briefing to be answered at the meeting. The originator of the question will not be disclosed. Advance questions must be submitted in writing seven days prior to the briefing.

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## **25. Supporting material**

Supporting material is material additional to the tender which elaborates on or clarifies the tender but does not alter it in any material respect. Material presented as supporting material, which effectively alters the formal tender in any material respect, may not be accepted. Supporting material may be provided at the initiative of the tenderer or at the request of the Tribunal. Supporting material must be received by the Tribunal on or before the Closing Date unless specifically requested by the Tribunal subsequent to that date. The Tribunal reserves the right to disregard any unsolicited supporting material dispatched after the Closing Date. Supporting material must be clearly labelled (identifying this RFT and its subject matter). The intention to submit supporting material in this manner must be clearly stated in the tender.

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## **26. Improper assistance in Tender preparation**

- (1) Tenders which have been compiled with improper assistance of employees of the Tribunal, ex-employees of the Tribunal, and/or contractors or ex-contractors of the Tribunal or that are found to have been compiled utilising information unlawfully obtained from the Tribunal will be excluded from further consideration.
- (2) The emphasis above is on improper assistance. It does not preclude tenderers using former Tribunal employees or former contractors of the Tribunal, provided they have not been involved in the development of the RFT. If anyone has any concern regarding the employment of former Tribunal employees or former contractors of the Tribunal they should raise their concern in writing.

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## 27. Conflict of interest

- (1) Tenderers must warrant that to the best of their knowledge at the date of submitting the tender no conflict of interest exists by itself, by its employees or any sub-contractors or is likely to arise in relation to this RFT during the RFT selection process.
- (2) If during the course of the selection process a conflict or potential conflict of interest arises tenderers undertake to notify the Tribunal immediately in writing of that conflict or potential conflict of interest.
- (3) Tenderers must not, and must use their best endeavours to ensure that any employee, agent or sub-contractor of the tenderer does not, during the course of the selection process, engage in any activity or obtain any interest likely to conflict with or restrict the tenderer in being considered under this RFT and must immediately disclose to the Tribunal such activity or interest if it occurs.
- (4) In this clause 27 a conflict of interest includes, but is not be limited to, an employee of the tenderer being related to or having a close association with or influence over an employee of the Tribunal which may have the effect of influencing, or giving the appearance of influencing, the review of the tenders to the RFT.

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## 28. Collusive bidding

Tenderers and their officers, employees, agents, sub-contractors and advisers must not engage in any collusive bidding, anti-competitive conduct or any other similar conduct with any other tenderer, or any other person in relation to the preparation or lodgement of tenders.

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## 29. Use of documents and information provided

- (1) The Tribunal will have permanent and unrestricted use of all documents submitted in a tender, subject to any constraints set out in the RFT.
- (2) Despite clause 29(1), intellectual property (including confidential information) owned by the tenderer or third parties and contained in the documents will not pass to the Tribunal. However, the Tribunal will be licensed to use or copy that intellectual property to the extent necessary to conduct an efficient selection process.

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## 30. Freedom of Information

- (1) The *Freedom of Information Act 1989* and provisions of the *Independent Pricing and Regulatory Tribunal Act 1992* extend, as far as possible, to the right of the Australian community to access information in documentary form in the possession of the Tribunal, limited only by considerations of the protection of essential public interest and of the private and business affairs of persons in respect of whom

information is collected and held by departments and public authorities.

- (2) Should a request for access to RFT documents be received, the Tribunal will consult with the tenderer before making any decision to grant access, subject to its obligations under the *Freedom of Information Act 1989* and the *Independent Pricing and Regulatory Tribunal Act 1992*.
- (3) The Tribunal will not disclose, the following information about any contract awarded under this tender unless the tenderer agrees, or release is determined under the *Freedom of Information Act 1989* and the *Independent Pricing and Regulatory Tribunal Act 1992* or is otherwise legally required:
  - (a) the tenderer's financing arrangements;
  - (b) the tenderer's cost structure and profit margins; and
  - (c) items of the tenderer having an intellectual property (including confidential information) characteristic but excluding ideas, concepts or know-how pertaining to the subject matter of the RFT.
- (4) The information included in an unsuccessful tender is treated as commercial-in-confidence material and will not be disclosed unless the tenderer agrees, or release is determined under the *Freedom of Information Act 1989* and the *Independent Pricing and Regulatory Tribunal Act 1992* or is otherwise legally required. However the Tribunal may use ideas, concepts or know-how obtained from the tenders in any manner the Tribunal deems appropriate.

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### **31. Assignment**

This RFT is personal to and not assignable or transferable by the tenderer without the prior written consent of the Tribunal, which consent may be declined at the Tribunal's absolute discretion.

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### **32. Whole Agreement**

To the extent of any inconsistency between the conditions of this RFT and:

- (1) any correspondence or oral exchanges between the tenderer and the Tribunal; or
- (2) any Schedule, appendix or annexure to this RFT,

the conditions of this RFT will prevail.

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### **33. Relationship**

The relationship between the Tribunal and tenderers is that of independent contractors and no partnership, employment, agency or joint venture may be implied into the relationship.



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### **34. Warranty to the Tribunal**

Tenderers who submit a tender to this RFT are deemed to have warranted to the Tribunal that statements, representations and claims made in the tender are true and correct and are not misleading or deceptive or likely to mislead or deceive.

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### **35. Assistance to the Tribunal in regard to enquiries and due diligence**

By submitting a tender, tenderers acknowledges that the Tribunal may make enquiries of any person to assist in establishing the suitability of the tenderer and to undertake a due diligence review. Tenderers must provide all reasonable assistance to the Tribunal to undertake these tasks.

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### **36. Electronic document**

The Tribunal may provide an electronic copy of documents and material. While the Tribunal will use its reasonable endeavours to ensure that the electronic copy is "virus free", the Tribunal does not expressly or by implication warrant that the electronic copy will not contain viruses. Tenderers who choose to receive the electronic copy supplied do so entirely at their own risk.

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## Schedule 1 Services Required

### 1. Services

The Minister for Energy has asked the Tribunal to investigate and report on regulated retail electricity tariffs and charges for customers using less than 160MWh of electricity per annum. The investigation is to be completed by 14 June 2007, and will set regulated retail prices for three years from 1 July 2007.

#### Purpose of consultancy

- To provide the Tribunal with advice on the amount which should be allowed for retail operating costs and retail margin in determining regulated retail tariffs in accordance with the Minister's Terms of Reference.
- To inform the Tribunal of the key assumptions affecting the advice and the sensitivity of the recommended cost range to these assumptions.
- To inform the Tribunal of the relationships and /or any conflicts between these costs and the other cost matters being considered by the Tribunal.

#### Related consultancies

The Tribunal is also seeking advice on the amount which should be allowed for energy costs. That consultancy is also considering the hedging, risk management and transaction costs faced by retailers in relation to energy costs.

#### Scope of work

The consultant is to provide a recommended cost range for each of the following cost elements

- mass market new entrant retail costs
- mass market new entrant retail margin.

The cost range parameters for each element should be expressed in a form suitable for direct use by IPART in its modelling. As such, the consultant will need to provide cost ranges expressed in a number of forms. As an indication, the ranges should be defined as follows<sup>1</sup>;

- By standard retailer area (if relevant)
- For retail costs, the range should be expressed as a \$/customer and should be further split into fixed and variable components and translated into unit rates of a \$/customer and c/kWh
- For the retail margin, the consultant should also express the recommendation as a % of retail costs or a c/kWh or \$ value which is independent of network charges.

The consultant's approach, analysis and recommendations are to be developed in the context of, and consistent with, the Minister's the Terms of Reference.

The consultant's analysis is to consider each year in the determination period. However, analysis should focus on the position in 2010.

The analysis is to highlight any significant differences in the costs between standard retailers and mass market new entrants. The consultant should explain the detailed cost categories and components included in retail costs and retail margin and set out the rationale for the cost component being included.

The analysis should explain how the results compare to other benchmarks in other jurisdictions, other industries and internationally where appropriate.

## Outputs

At a minimum, the consultant's outputs and involvements is to include the following:

- A paper and spreadsheet setting out information to be requested from standard retailers to support analysis, noting that this request is to be coordinated through IPART's wider information request.
- Involvement in workshops with the Secretariat and other consultants on 18 and 25 August to discuss interface issues, the Tribunal's overall approach and

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<sup>1</sup> Note that IPART intends to discuss and refine these breakdowns during the first stage of the consultancy.

the information to be requested from standard retailers. The information request is to be finalised by 25 August.

- A paper setting out the proposed overall approach to analysis, including how each matter is to be taken into account, by 13 September 2006. It is intended that this paper will be released for consultation and will be discussed at a workshop on 29 September 2006.
- Presentation of its proposed approach at the workshop on 29 September.
- A presentation of preliminary findings to the Tribunal in early November.
- A draft report by 15 November 2006, that sets out assumptions and preliminary conclusions (presented suitable for publication) and, if necessary, a confidential report to the Tribunal.
- Presentation of the draft report to the Tribunal
- Presentation of the draft report at a public forum on 1 December 2006
- Consideration of submissions received on the draft report
- A final report by 26 January 2007, that incorporates comments from stakeholders on the draft report and sets out final assumptions and recommendations (presented suitable for publication) and, if necessary, a confidential report to the Tribunal
- A copy of the model used as the basis for the recommendations in the final report, is to accompany the final report.

### **Interaction with Secretariat, Tribunal and involvement in consultation**

As indicated in the outputs, the consultant will be required to interact closely with the Secretariat and other consultants involved in this review. This involvement includes liaising with the relevant consultant/personnel to ensure that costs are not double-counted, that analysis is consistent and that the recommendations are of a form to support further analysis by the Secretariat. The consultant is required to report on progress on a weekly basis.

The consultant must also attend Tribunal meetings as required, to discuss the issues addressed in the reports and participate in relevant public forums held by the Tribunal (for example, the consultant may be required to present key issues at a roundtable discussion). The consultant may also be required to attend meetings with specific stakeholders.

### **Items to be addressed in consultant's tender documents**

#### **Approach**

- The proposed approach and methodology (ies), explaining the consultant's reasoning behind the approach
- Discussion of data requirements and data held by the consultant to facilitate its work
- Discussion on issues that will require input and decision by the Tribunal
- Indication on any areas that the consultant considers are likely to be controversial and how these will be addressed
- Discussion on consultant's view on how and why its approach compares to previous work undertaken in other jurisdictions
- Indication of how the consultant proposes to validate and or cross check its recommendations
- Indicate the form of the outputs, including the confidence in the outputs (eg +/- 10%); note that the Tribunal expects that a cost range will be developed for each matter.

#### **Team and personnel**

- The proposed team, including the individual responsible for day to day liaison with IPART, other team members and any quality review

#### **Work plan and timetable**

- Demonstrate ability to meet the deadlines and timetable proposed and/or identify any areas that would require amending the timetable
- Provide a detailed work plan for the project, including identifying any milestones involving the Secretariat and the Tribunal.

#### **Other matters**

- If required, provide suggestions on how the approach and timetable should be amended to better meet the Tribunal's objectives for the review
- Demonstrate an understanding of the scope and objectives of the Tribunal's review
- Comment on the relationship between the consultant's project and other analysis areas.

### **2. Closing date for tenders**

Tenders to this RFT must be lodged with the Tribunal by no later than **5 pm** on **28 July 2006** ("Closing Date").

### **3. Further Information**

All enquires in relation to this RFT must specify the RFT Reference and must be directed in writing in hard copy format or facsimile to:

Name/Title	<b>Anna Brakey</b> Independent Pricing and Regulatory Tribunal of NSW
Telephone	(02) 9290 8438
Facsimile	(02) 9290 2061
Address	Level 2 44 Market Street SYDNEY NSW 2000

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**Schedule 2 Tenderer Information**

<b>Tenderer's Name</b>	
<b>Registered Office</b>	
<b>ACN or ARBN</b>	
<b>Principal Contact Officer's Full Name</b>	
<b>Position/Title</b>	
<b>Address</b>	
<b>Telephone Number(s)</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	
<b>Names and Contact Details of Two Referees</b>	

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## **Schedule 3 Evaluation Requirements**

1. In order for the Tribunal to adequately assess tenders, tenderers must provide detailed information on the following:
  - (a) the names, addresses and curriculum vitae, including details and evidence of experience and qualifications, of all personnel, including the tenderer's officers, employees, agents and contractors ("**Nominated Personnel**"), who the tenderer proposes to involve in providing the Services;
  - (b) evidence that the tenderer and its Nominated Personnel have the necessary skills and experience to provide the Services and that it will provide the Services with all due care and skill;
  - (c) sufficient details to enable the Tribunal to determine whether the tenderer is financially viable and will remain financially viable for the anticipated term of the Consultancy Agreement;
  - (d) any circumstances that may create a conflict of interest for the organisation or individuals who are to provide the Services;
  - (e) guarantee that the tenderer is legally entitled to:
    - (i) agree to a contract with the Tribunal; and
    - (ii) complete the Services.
  - (f) The names, addresses and contact details of referees whom the tenderer agrees may be approached by the Tribunal or its officers.
  - (g) Any past litigation the tenderer has been involved in.

## **2. Pricing Information**

The tenderer must set out clearly the price for the performance of the Services and the basis, if any, for any change in the price. If no price is specified, the charges applicable and the basis for any proposed variations in the charges.

The tenderer must also set out the basis on which the price or charges would be varied for additional services that the tenderer may provide or which the tenderer believes arise from the requirements of complying with the terms of the Consulting Agreement.

### **Assessment Criteria**

The Tribunal will evaluate the tenders based upon the Tribunal's assessment of:

- (a) the experience of the tenderer in providing Services of a similar nature including any prior work undertaken for the Tribunal;



- (b) the ability of the tenderer to perform the required Services in the timeframe;
- (c) the total cost to the Tribunal of the performance of the Services by the tenderer;
- (d) the timeframe within which the tenderer will perform the Services;  
or
- (e) any other matters the Tribunal considers appropriate.

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**Schedule 4 Form of Consultancy Agreement**