



INVITATION TO APPLY FOR INCLUSION ON A MULTI-USE LIST FOR MEMBERSHIP OF THE TEQSA REGISTER OF EXPERTS

REFERENCE NUMBER: MUL 01 – 2014

SUMMARY OF REQUIREMENT

1. Overview of Requirements

- 1.1 TEQSA requires a register of suitably qualified and experienced Experts to provide targeted advice on aspects of TEQSA's regulatory activity on request. This invitation is to seek applications for inclusion on a Multi-Use List (MUL) referred to as the 'Register of Experts'. Members of the Register of Experts play a valuable role in assisting TEQSA to meet its regulatory obligations.

2. Information for Applicants: What is a Multi-Use List?

- 2.1 An MUL is a list, intended for use in more than one procurement, of pre-qualified potential suppliers who have satisfied the conditions for participation and who can provide the Service(s) outlined in the Statement of Requirement.
- 2.2 Inclusion on an MUL does not guarantee a supplier that they will be issued any volume of work. It only provides certainty that they have been recognised as meeting the conditions for participation.
- 2.3 Inclusion on the MUL may be used as the basis for selecting suppliers to undertake work.
- 2.4 Applicants are required to read the Rules section of this document before completing and submitting their Application.

3. Applications

- 3.1 Applicants may submit an application at any time. The application form is available at www.teqsa.gov.au/experts.
- 3.2 Applicants will not be assessed against other Applicants, as there are no limits on the number of Experts on the Register in each particular area of expertise. Applicants will be assessed on whether they meet the conditions for participation and whether the application meets the minimum form and content requirements.
- 3.3 TEQSA only requires an electronic copy of the application to be submitted. The file name for each application must be in the format: "SURNAME First Name

Application”. Any attachments must be titled in the format “SURNAME First Name Attachment X”.

- 3.4 Applications may be submitted by emailing an electronic copy of the application (in Microsoft word format only) to experts@teqsa.gov.au.
- 3.5 TEQSA will send an acknowledgement email to Applicants within 5 business days of receipt of the Application. If Applicants do not receive an acknowledgement email, and consider they should have, please contact TEQSA by emailing experts@teqsa.gov.au.
- 3.6 Applicants will be advised about the outcome of the application process via email.
- 3.7 TEQSA will treat information contained in each application as confidential. However, successful Applicants will have their full names and current employer (where applicable) provided to those organisations that may be subject to the successful Applicants’ advice, if they are being considered for an assignment. This enables the organisation to identify any potential conflicts of interest and to ensure that organisations are afforded procedural fairness in relation to the matters covered by the successful Applicants’ advice.

4. TEQSA Contacts

- 4.1 All enquiries about this invitation can be directed to experts@teqsa.gov.au.
- 4.2 Frequently Asked Questions are available on www.teqsa.gov.au/experts and will be updated regularly in response to the queries received through the expert mail box. Please note that any identifying information will be removed prior to publication.

STATEMENT OF REQUIREMENT

What are Experts required to do?

Members of the Register of Experts are expected to have and maintain significant knowledge and experience in one or more identified areas of expertise.

On most occasions Experts will be working from written briefs (termed assignments) that identify the specific areas for advice and questions for response, although there may be times when a site visit or other working arrangements are required.

Experts provide advice on specific, identified elements of TEQSA's regulatory assessments and reviews. They will have appropriate qualifications, combined with relevant and recent professional experience. Experts will not be drafting recommendations on applications, providing commendations, nor formulating draft conditions or time periods for registration and accreditation.

Experts may be required to provide advice that contributes to TEQSA's assessment of an application, as well as other scheduled and non-scheduled reviews.

A member of the Register of Experts must not represent themselves as being endorsed, accredited, an assessor or an auditor of TEQSA. The Expert may refer to themselves as a member of the TEQSA Register of Experts.

How will the Register of Experts operate?

Assignments will be mutually agreed between the Expert and TEQSA.

Applicants should note that inclusion on the Register of Experts does not place any obligation on TEQSA to offer any volume of assignments to particular Experts.

Experts may be offered an assignment at the discretion of TEQSA and having regard to the knowledge, skills, experience and expertise required for the assignment, geographic proximity if a site visit is required and management of any conflicts of interest. TEQSA has an Experts Portal that is the main interface between Experts and TEQSA. Guidance on using the Portal is provided when an Expert is issued with an assignment.

The time commitment required from an individual Expert will vary depending on the scope of the assignment. Experts will be approached by TEQSA with the offer of an assignment and providing they are available to meet the identified timelines, conflicts of interest are managed, and they accept the assignment, the Expert will be issued with work of varying size and scope.

How will Experts be paid?

Experts will be paid for the assignments they complete. The amount to be paid will be specified in the Schedule issued for each assignment.

The amount to be paid will be calculated based on a daily rate, currently \$621.00 exclusive of GST, multiplied by the number of days expected to be required to complete the assignment. TEQSA uses the daily rate for members in Category 3 under the Remuneration Tribunal Determination of Remuneration and Allowances for Holders of Part-Time Public Office as a

guide for setting remuneration for Experts. The daily rate specified in a Schedule is non-negotiable.

TEQSA will pay for Experts' reasonable costs associated with approved travel, which includes (where required) accommodation, food and incidentals.

Areas of Expertise

Experts are expected to have and maintain significant knowledge and experience in one or more of the areas of expertise identified in the Application form as they apply to the higher education, ELICOS and/or Foundation Programs sectors. This will allow TEQSA to rely on an Expert's advice with the benefit of their recognised expertise as applied to a specific set of circumstances.

Timing

Experts will be asked to provide the Service(s) within timeframes set by TEQSA or agreed with TEQSA. Experts may be asked to provide Service(s) in strict timeframes or over a planned program of work including milestones or phases.

Location of Service(s)

Experts may be requested to provide service(s) at any location including site visits.

Period of Service(s)

Successful applicants will be invited to enter into a Deed of Standing Offer (the Deed) for a period of two years, with an option to extend the Deed for a further two years.

TEQSA may at any time after the establishment of the MUL exercise its discretion to remove an Expert from the MUL if TEQSA becomes aware that the Expert ceases to meet the conditions for participation.

Experts may also withdraw from the Register of Experts at any time by writing to TEQSA requesting their removal.

Legislation and Policies Affecting the Service(s)

Experts will be required to adhere to **all** relevant Government legislation as outlined in the Rules section of this document. This legislation covers areas such as occupational health and safety, privacy, records and record keeping and confidentiality.

Failure to adhere to all relevant Government legislation as outlined in the Rules will prevent an Applicant from being included on the MUL, and/or removal of an Expert if TEQSA becomes aware that the Expert ceases to adhere to all relevant Government legislation.

Insurance

Experts must obtain and maintain such insurances and on such terms and conditions as a prudent supplier, providing similar supplies, would procure and maintain. It is for the Applicant to determine whether or not a prudent supplier providing similar service(s) would require insurance.

Other Agencies to use this Multi-Use List

Experts are advised that other Commonwealth agencies will be able to use the MUL upon written application to TEQSA.

MULTI-USE LIST RULES

1. Rules

1.1 Definitions

- 1.1.1 The following words have these meanings in the MUL unless the contrary intention appears:
- a. Applicant means any person or organisation considering or applying for the MUL;
 - b. Application means any Application, including required attachments, submitted in response to the MUL;
 - c. Contract means the Contract used for the provision of any of the services listed in the MUL. A draft Deed of Standing Offer is available at www.teqsa.gov.au/experts;
 - d. Successful Applicant means an Applicant that has met the conditions for participation and has been included on the MUL.
 - e. Unsuccessful Applicant means an Applicant that has failed to meet the conditions for participation and has not been included on the MUL.

1.2 Application Lodgement

- 1.2.1 Applications must be submitted by emailing an electronic copy of the application and attachments (in Microsoft word format only) to experts@teqsa.gov.au. The application must include:
- a. a completed Application Form; and
 - b. any requested attachments.

1.3 Errors & Alterations

- 1.3.1 Potential Applicants should immediately notify the Contact Officer in writing at experts@teqsa.gov.au if an Applicant reasonably believes there is a discrepancy, error, ambiguity, inconsistency or omission in the MUL.

1.4 Privacy Legislation

- 1.4.1 The MUL will require Successful Applicants to comply with the *Privacy Act 1988* (Cth), and to do anything required to ensure that the Commonwealth is able to comply with its obligations under that Act, in relation to personal information handled by the Applicant.

1.5 Disclosure of Information

- 1.5.1 Subject to clause 1.6.2, TEQSA will keep all Applications submitted confidential.
- 1.5.2 Applicants should note that TEQSA may disclose any information contained in or regarding an Application without written authority of the Applicant to:
- a. Parliamentary Committees;

- b. Employees and advisers engaged by the Commonwealth; and
- c. Other Commonwealth departments, agencies, bodies, enterprises, authorities and Ministers,

for the purposes of this Application process, and any legal, policy or other Commonwealth accountability requirements.

1.6 Freedom of Information

- 1.6.1 Applicants should be aware that the *Freedom of Information Act 1982* (the FOI Act) gives members of the public certain rights of access to documents in the possession of the Commonwealth and its agencies. The FOI Act extends as far as possible the right of the Australian community to access information (generally documents) in the possession of the Commonwealth, which may include the Application, any subsequent Contract and related documents. Applicants should also note that consistent with the FOI Act, clause 24 of the General Purchase Order Conditions requires that an Expert provides the Commonwealth with access to a document, on request and at no cost, where the Commonwealth is required to provide the document under the FOI Act.

1.7 Compliance with Commonwealth Policies and Legislation

- 1.7.1 A Successful Applicant must, when using the Commonwealth's premises or facilities, comply with all reasonable directions and procedures relating to occupational health (including the Commonwealth's smoke free work place policy), safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.
- 1.7.2 TEQSA is required to publish on Austender (<https://www.tenders.gov.au/>) the awarding of all Contracts valued at \$10,000 or more in accordance with Commonwealth policy. This includes details of to whom the Contract was awarded and the Contract price and includes details as to confidentiality.
- 1.7.3 Applicants must be in compliance with their obligations under the *Workplace Gender Equality Act 2012* and not be proposing to enter into any subcontracting arrangements with a subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the Act. It is also Australian Government policy not to contract with parties engaging illegal workers.
- 1.7.4 Applicants must not be a prescribed person or entity within the meaning of part 4 of the *Charter of United Nations Act 1945*.
- 1.7.5 The attention of Applicants is drawn to Division 2 of the *Archives Act 1983* (the Archives Act), particularly section 24 dealing with the disposal, destruction or transfer of Commonwealth records (as that term is defined in the Archives Act), which must be effected with the permission of the National Archives of Australia or in accordance with a practice or procedure approved by the National Archives of Australia. Applicants should obtain, and will be deemed to have obtained, their own advice on the impact of this legislation on their participation in this process.

1.8 GST

- 1.8.1 All Applicants should be aware that under the GST Law, the Commonwealth is treated as a taxable enterprise. The amount paid to a Successful Applicant in respect of the performance of a Contract will include GST, where applicable.

1.9 Australian Business Number (ABN)

- 1.9.1 Where available, the Applicant's ABN must be stated in the Application form.
- 1.9.2 If an Applicant does not have an ABN it may impact on the amount of tax withheld from the daily rate.

1.10 Applicable Law

- 1.10.1 The law applying in the State of Victoria applies to the MUL, and the Application process. Each Application must comply with all relevant laws in preparing and lodging its Application and taking part in the MUL process.

1.11 Ownership of Application

- 1.11.1 All documents submitted in response to the MUL shall become the property of the Commonwealth. The Commonwealth may use, reproduce or modify any Application for the purposes of assessing the Application, but will keep Applications confidential (subject to clause 1.6).

1.12 Applicants to Meet Own Costs

- 1.12.1 An Applicant's participation in any stage of the MUL process is at the Applicant's sole risk, cost and expense. The onus is on the Applicant to inform itself appropriately.

1.13 Right to Terminate

- 1.13.1 TEQSA may terminate the MUL process at any time if it is in the public interest to do so.

1.14 Right to Request Further Information

- 1.14.1 Notwithstanding any other requirement of the MUL, TEQSA may require the Applicant to submit additional information to allow further consideration of its Application.
- 1.14.2 Should the Applicant fail to submit any of the information so required by the date and time stipulated by TEQSA, its Application may be excluded from further consideration.
- 1.14.3 Any request by TEQSA for further information shall not be, nor be deemed to be, a representation by TEQSA that the Application will be, or is likely to be, accepted.

1.15 TEQSA's Right to Negotiate

- 1.15.1 TEQSA may negotiate the contents of an Application with any Applicant.

1.15.2 Any request by TEQSA to negotiate all or any part of an Application shall not be, nor be deemed to be, a representation by TEQSA that the Application will be, or is likely to be, accepted.

1.16 Addenda

1.16.1 If TEQSA amends the MUL, electronic advice will be issued to Successful Applicants. Applicants should ensure details provided in their Application are correct and up to date.

1.17 No Contract

1.17.1 Nothing in the MUL shall be construed so as to give rise to any Contract between TEQSA and any Applicant until a Contract is entered into with one of the Successful Applicants.

1.18 Removal from the Multi-Use List

1.18.1 TEQSA may at any time after the establishment of the MUL exercise its discretion to remove a Successful Applicant from the MUL if TEQSA becomes aware that the Successful Applicant ceases to meet the conditions for participation.

2. Evaluation

2.1 Evaluation Process

2.1.1 Applications will be assessed on a pass/fail basis consistent with Commonwealth purchasing policies. The *Commonwealth Procurement Rules* may be found at the Department of Finance website: www.finance.gov.au.

2.1.2 TEQSA will include on the MUL each Applicant that meets the minimum form and content requirements for applications and that satisfies the conditions for participation.

2.1.3 The minimum form and content requirements are that Applicants complete the Application form, by providing all information and attachments required, and submit the completed document

2.1.4 The conditions for participation are that applicants have the legal, commercial, technical and financial abilities to provide the services in the statement of requirement and be fully compliant with Commonwealth Policies and Legislation as per clauses 1.6, 1.7, 1.8, 1.9 and 1.12.

2.2 Clarification and Additional Information

2.2.1 TEQSA may seek clarification of Applications or require further information from all or any Applicants.

2.3 Successful Applicants

2.3.1 TEQSA will advise Successful Applicants that they have been included on the MUL in writing at the end of the evaluation process.

2.4 Advice to Unsuccessful Applicants

- 2.4.1 TEQSA will notify each Unsuccessful Applicant in writing that their Application has not been accepted and, where requested, provide Unsuccessful Applicants with a debrief of the reasons for this decision. This debrief will provide feedback on the relative merits of their Application, but will not refer to any other Application and will not disclose the confidential information of any other Applicant.

3. Contracts

3.1 Deed of Standing Offer and Schedule

- 3.1.1 Successful applicants for the Register of Experts will be invited to enter into a Deed of Standing Offer.
- 3.1.2 The Draft Deed of Standing Offer is available at www.teqsa.gov.au/experts.
- 3.1.3 TEQSA will issue a Schedule under the Deed of Standing Offer for each assignment that an expert is to undertake, thereby creating a separate contract for the assignment between TEQSA and the expert.

3.2 Subcontracts

- 3.2.1 Any Contract entered into requires that the Applicant not subcontract the whole of its obligations under a Contract but the Applicant may, with the prior consent of TEQSA, subcontract part of its obligations.

3.3 Terms of Contract

- 3.3.1 TEQSA expects Successful Applicants to provide the service(s) in accordance with TEQSA's Contract terms and conditions.
- 3.3.2 The terms of each contract will include any terms specified in a Schedule, the Special Contract Terms and Conditions in Clause 7 of the Deed, and the Commonwealth General Purchase Order Conditions.
- 3.3.3 TEQSA reserves the right to negotiate the terms and conditions of any Contract entered into with any or all of the Applicants. If TEQSA and an Applicant cannot agree on the terms and conditions to be applied to the Contracts created under the MUL, TEQSA reserves the right to remove the Applicant from the MUL in accordance with clause 1.18.
- 3.3.4 TEQSA does not warrant or make any representation that a Successful Applicant will be guaranteed any or any quantity of work.
- 3.3.5 TEQSA may, at its discretion, procure any of the type of Service(s) covered by the MUL without using any of the Successful Applicants listed on the MUL.
- 3.3.6 Where TEQSA rejects an Application for inclusion on the MUL or ceases to recognise a Successful Applicant as having satisfied the conditions for participation in either, TEQSA will inform the Successful Applicant and, on request, provide the Successful Applicant with a written explanation of the reasons for its decision.