

# **auDA Hosting Services Request for Tender**

Issue Date: 22 May 2000  
Response Date: 9 June 2000

# **Request for Tender**

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## **Part A: Introduction**

The .au Domain Administration (auDA) was established in 1999 to oversee the administration of domains in Australia, and to manage the operation of critical technical functions such as the AUNIC system.

AUNIC serves as the central registry for the Internet domain names in Australia in the context of the administration of the Internet Domain Name System (DNS) Australian country code Top Level Domain (ccTLD), .au.

The AUNIC service has been operated for considerable time by Geoff Huston on a voluntary basis, and more recently with the assistance of Telstra. Telstra has supplied hardware and facilities. In November 1999, Geoff Huston agreed to transition the AUNIC service to auDA. As a result, auDA issued a Request for Expressions of Interest for the Hosting Services on 25 January 2000.

This Request for Tender is issued to those who responded to the Request for Expressions of Interest for hosting the AUNIC service.

The proposed timeframe for the submission and consideration of tenders is as follows:

- Last date for clarification of any issues arising from this Request for Tender is 17:00 EST 7 June 2000 ("Last Queries Date").
- Last date for acceptance of any Tenders is 17:00 EST 9 June 2000 ("Tender Closing Time").
- Successful tenderer, if any, will be notified no later than 30 June 2000

Please note that the above timetable may be altered by auDA in its absolute discretion by giving each tenderer written notice.

In the event that auDA selects a particular tenderer, auDA intends to enter into negotiations with the tenderer for the provision of the hosting services on the terms and conditions of an agreement based upon than in Part D of this Request for Tender.

# **Part B: Instructions and Conditions for Submitting Tender**

## **1. TENDER BASIS**

### **1.1 Interpretation of Terms**

Unless a contrary intention is indicated, this Request for Tender (RFT) is interpreted in the same manner, and its terms have the same meaning, as in Part 1 – Draft AUNIC Hosting Agreement.

### **1.2 Inconsistency**

If there is an inconsistency between any part of the RFT, a descending order of precedence shall be accorded to:

- (a) the Instructions and Conditions for Submitting Tender;
- (b) Technical and Functional Requirements;
- (c) the Draft AUNIC Hosting Agreement;

### **1.3 Variation of Request for Tender**

- (a) auDA reserves the right to vary or amend the terms and conditions of this RFT upon giving Tenderers written notice of such variation or amendment.
- (b) auDA reserves the right, in its absolute discretion, to terminate the Tender process by notice in writing to Tenderers.

### **1.4 Status of Request for Tender**

This Request for Tender is expressly not a contract between auDA and Tenderer. Nothing in this RFT nor in any Tender received shall be construed as to give rise to contractual obligations, express or implied. Neither the lowest priced Tender nor any Tender will necessarily be accepted by auDA.

## **2. COMMUNICATIONS AND AUTHORISED REPRESENTATIVES**

### **2.1 auDA Representative**

- (a) The only person authorised by auDA ("auDA Representative") to communicate with tenderers in relation to this RFT process is:

Name: Mark Hughes  
Tel: 61 4 1374 3959  
E-mail: ceo@auda.org.au

- (b) auDA will notify the Tenderer's Representative in writing of any change of the auDA Representative and Tenderers cannot and must not rely on communications with any other person.

## **2.2 Tenderer's Representative**

- (a) The Tenderer must nominate a person to act as its representative for the purposes of RFT process ("Tenderer Representative").
- (b) In its Tender the Tenderer must specify the Tenderer Representative's:
  - (i) Name;
  - (ii) Contact Telephone number;
  - (iii) E-mail address; and
  - (iv) an alternate person to act as the Tenderer Representative in case the primary named person is unavailable.
- (c) Once Tenders have been received, auDA will only communicate with each noted Tenderer Representative and no other person.
- (d) The Tenderer will notify the auDA Representative in writing of any change of the Tenderer Representative's contact details, and auDA will not be liable for any consequences arising from any failure by any Tenderer to do so.

## **3. TENDER LODGMENT**

### **3.1 Copies of Tender**

- (a) The original and 3 copies of the Tender in hard copy are to be lodged. The original is to be marked "Original". In the event of any discrepancy between any copy and the original, the original takes precedence.
- (b) The Tenderer shall, in addition to lodging the copies required by the preceding subclause 2.1 (a), lodge an electronic copy of the tender in any of the following formats:

Text  
Html  
Adobe Acrobat Pdf  
Rtf  
Microsoft Word 2000

by email to [nic@auda.org.au](mailto:nic@auda.org.au). In the event of any discrepancy between the electronic copy and the original, the original takes precedence.

- (c) The Tender, including all attachments and supporting material, is to be written in English.

### **3.2 Alterations, Erasures or Illegibility**

Tenders containing alterations or erasures and tenders in which prices are not clearly and legibly stated may be excluded from consideration. Any alteration made to a tender is to be initialled by the tenderer.

### **3.3 Lodgment of Tenders**

- (a) Both the hard and electronic versions of Tenders must be received by 17:00 EST on 9 June ("Tender Closing Time"). Electronic versions of the Tender must be sent to [nic@auda.org.au](mailto:nic@auda.org.au) Hard copies of the Tender must be received at:

Baker McKenzie  
Attention Nicol Delbaere  
Level Level 26  
AMP Centre  
50 Bridge St  
Sydney, NSW 2000

- (b) The Tender Closing Time may be extended at the discretion of auDA by written notice to all Tenderers.
- (c) Should the Tenderer become aware of any discrepancy, error or omission in the Tender document submitted and wish to lodge a correction or additional information, that material must be in writing and lodged prior to the Tender Closing Time, in accordance with these Conditions of Tender.

### **3.4 Clarification**

- (a) Until the Last Queries Date prospective Tenderer's may seek clarification of any matters relating to this RFT by directing such queries to the auDA Representative. Queries may be submitted to the email and/or mail address of the auDA Representative.
- (b) In order that prospective Tenderers may ask questions and seek clarification of any matters relating to this RFT in an open forum, a Question and Answer Session is to be conducted in Melbourne on 5 June 2000 at 09:00 at a venue to be advised.

Representatives of prospective Tenderers at the session will be limited to 2 personnel. Nominations to attend the Q & A session should be forwarded to the auDA Representative by 17:00 EST 1 June 2000. The following details are required:

- (i) Prospective Tenderer's name and address; and
- (ii) Full name of prospective tenderer's representative(s).

### **3.5 Validity Period**

Each Tenderer that submits a Tender in response to this RFT agrees to keep its Tender open for consideration by auDA for a period of not less than 45 days after the Tender Closing Time.

## **4. MATTERS CONCERNING TENDER RESPONSE**

### **4.1 Contents and Structure of the Tender**

- (a) Tenderers are required to include the following in their Tenders:
- (i) the Tenderer's Name, ACN if applicable, registered address, contact telephone number, and E-mail address;
  - (ii) details regarding the Tenderer's Representative as set out in paragraph 2.2 of this RFT;
  - (iii) a full description and explanation of the Tender including how the Tenderer will satisfy the requirements of auDA in hosting the AUNIC service;
  - (iv) a quotation for the provision of the hosting service described in this RFT – Quotes tendered are to be inclusive of all costs associated with carrying out all matters and doing all things necessary to provide the hosting services;
  - (v) the Tenderer's background, experience and any other information relevant to its ability to meet the requirements set out in this RFT;
  - (vi) resumes of the people who will be responsible for providing and implementing the solution whether those people are the Tenderer itself, its employees or subcontractors;
  - (vii) details of insurance coverage held;
  - (viii) a description of all and any sub-contractors including names and addresses and a summary of the nature and extent of the work to be carried out by each subcontractor;
  - (ix) particulars of any litigation or proceeding, actual or threatened, or the existence of any breach or default of any agreement, order or award binding on the Tenderer or any judgment or decision, which is likely to adversely affect the Tenderers ability to host the AUNIC Service; and
  - (x) whether or not the Tenderer accepts the terms of the draft AUNIC Hosting Agreement and, if not, what specific changes the Tenderer seeks to make.
  - (xi) details of any other matters relating to the commercial, technical or financial capacity of the Tenderer which may materially affect the Tenderers ability to host the AUNIC Service.
- (b) In order for auDA to assess a Tenderers' corporate governance and social responsibility, auDA requires the Tenderers to provide to it the policies it has in place covering the following:
- (i) Occupational Health & Safety Policy;
  - (ii) Quality System (ISO 9000);

- (iii) Environmental System (ISO 14001)
- (iv) Equal Opportunity Policy
- (v) Social Responsibility Policy.

The Tenderer should also describe the systems in place to support these policies.

- (c) Tenderers are also required to indicate if they require their liability under the proposed Agreement to be limited in some respect and if so, how. Tenderers should note that any proposal to limit liability will be assessed on a value for money basis having regard to the level of risk that auDA will be exposed to.

## **4.2 Tenderers to Inform Themselves**

Tenderers shall be deemed to have:

- (a) examined this RFT, any documents referred to in this RFT and any other information made available to the Tenderer for the purpose of tendering;
- (b) examined all further information which is obtainable by the making of reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on the Tender; and
- (c) satisfied themselves as to the accuracy and sufficiency of their Tenders including prices.

## **4.3 Acknowledgments**

Tenders are submitted on the basis that Tenderers acknowledge that:

- (a) they do not rely on any representation, letter or document, whether oral or in writing, or other conduct as adding to or amending this RFT; and
- (b) they do not rely upon any warranty or representation made by or on behalf of auDA, except such as are expressly provided in this RFT, but they have relied upon their own enquiries and inspection in respect of the subject of their Tender.

## **4.4 Copyright in Tender Documents**

- (a) By submitting a Tender, Tenderers licence auDA to reproduce, for the purpose of this RFT process, the whole or any portion of the tender despite any copyright or other intellectual property right that may subsist in the Tender.
- (b) Tenderers acknowledge that auDA may provide the Tender documentation or any part thereof to a third party for the purposes of assisting auDA in Tender evaluation and the preparation of any subsequent contract.

## **4.5 Confidentiality**

- (a) Any information supplied by or on behalf of auDA to Tenderers that is not in the public domain is confidential to auDA. Tenderers are obliged to maintain confidentiality of that information.



- (b) The Tenderer may disclose information provided to it by auDA to a consultant that it may have engaged for the purpose of this RFT process but any such consultant must preserve the confidentiality of all confidential information disclosed to it. It is the responsibility of the Tenderer to ensure that this is the case.

## 5. TENDER ASSESSMENT

### 5.1 Assessment Criteria

- (a) auDA will be entitled to evaluate and consider all or any of the Tenders received pursuant to this RFT having regard to any criteria that it in its absolute discretion considers appropriate.
- (b) The following evaluation criteria and weighting, however, are provided to assist Tenderers to develop and make an assessment of the suitability of their Tender. This list is not exhaustive and other factors will be considered in assessment of Tenders and information supplied by Tenderers.

Criteria	Weighting (1 to 5)
Compliance with Part B 'Instructions and Conditions of Tender'	5
Corporate capability and experience – It is preferable if Contractors have demonstrated expertise in the provision of services of this nature.	4
Technical Competencies -	5
Price	3
Location of Tenderer and system - the system must reside in Australia-	3
Conflict of Interest - Tenderers who are or desire to become a Registrar must demonstrate how they will deal with conflict of interest as registry operator	3

- (c) With respect to the above list an initial assessment of Tenders will be made on the following basis:
- (i) Each of the Tenderers will be rated on a scale of 1 to 5 in respect of each of the above criteria with 5 being the best rating and 1 being the poorest rating.
  - (ii) Each rating will then be multiplied by the weighting allocated for the particular criteria (see above) to give a score out of 115.
- (d) The score achieved by each Tenderer will assist auDA to select a successful Tenderer, if any. auDA may, however, consider additional factors not included in the above list and does not have to select the Tenderer receiving the highest score.

## **5.2 auDA Right to Seek Clarification**

- (a) auDA reserves the right to seek from any or all of the Tenderers clarification, explanation or additional information about the Tender including a full presentation of a Tenderer's Tender and any matters concerning the Tenderer's proposed subcontractors.
- (b) auDA will not be obliged to notify any other Tenderer that it intends to or has sought any such clarification, explanation, information or presentation from any Tenderer.

## **5.3 Expectations and Management**

In submitting a Tender, each Tenderer represents and warrants that:

- (a) it acknowledges that auDA will not reimburse the Tenderer for any costs incurred in writing its Tender;
- (b) specified prices in its Tender include all costs, expenses and any incidentals, including all existing Government charges, taxes and levies that may be applicable, and make allowance for GST and any other new charges or levies;
- (c) it has not made and will not make any news releases or responses to media enquiries or questions pertaining to this RFT process or the subsequent selection process without the prior written approval of auDA.

## **5.4 Reservation of Rights**

- (a) auDA reserves the right to terminate this RFT process at any time or vary its terms with notice to all Tenderers.
- (b) auDA reserves the right to:
  - (i) negotiate with any one or more Tenderers or any other person or company before the Tender Closing Time in respect of their Tender;
  - (ii) allow a Tenderer to change its Tender on the condition that the same opportunity is given to all Tenderers;
  - (iii) invite any person to lodge a Tender;
  - (iv) commence negotiations at any time with a Tenderer with respect to a part or all of the functional specification.

## **5.5 Acceptance of any Tender**

- (a) auDA will notify the successful Tenderer, if any, no later than 19 May 2000.
- (b) Tenderers acknowledge that auDA is not obliged to accept any Tender and if auDA does accept a Tender it is not obliged to accept the lowest priced Tender.
- (c) Acceptance of a Tender or any invitation to negotiate or offer will not constitute a legally binding contract or create any legitimate expectation on the part of any

Tenderer as to the adoption and implementation of its proposed solution unless and until such time as a formal written contract has been executed by auDA and the Tenderer.

**Part C: AUNIC Hosting Services Specification**

Attached

**Part D: Draft AUNIC Hosting Agreement**

Attached