

CouncilBIZ

REQUEST FOR PROPOSAL

PROVISION OF AUDIT SERVICES

PROPOSAL SUBMISSION CLOSE

4:00 PM, 15 January 2021

CONFIDENTIALITY

CouncilBIZ will treat as confidential any information provided by vendors prior to the award of the Contract. Once the Contract has been awarded, CouncilBIZ will not keep such information confidential as it was provided by the successful vendor unless:

- The successful vendor requests that specific information should be kept confidential;
- The specific information is by its nature confidential; and
- CouncilBIZ agrees to that request to keep such information confidential.

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1. SUMMARY OF THE REQUIREMENTS

1.1 Requirements in Brief

CouncilBIZ is calling for suitably qualified Service Providers to provide Audit Services for the 2020/21, 2021/22 and 2022/2023 financial years, with provision for two one-year extensions.

1.2 Background

CouncilBIZ is a local government subsidiary established pursuant to the Northern Territory Local Government Act and operates under a constitution approved by the Minister for Local Government. A copy of the constitution is available at www.councilbiz.nt.gov.au, along with prior year Annual Reports. CouncilBIZ comprises 10 Members being the 9 regional councils in the NT who are financial Members and the Local Government Association of the NT (LGANT) who is a non-financial Member.

CouncilBIZ currently has 17 staff and an Operating Budget of \$3.3M.

The Board consists of one representative from each Member. It has an Executive Committee (EC) of four Board members. It also has an Audit and Risk Management Committee (ARMC) with one Board member and two independent persons. The Chair of ARMC is one of the independent members.

The General Manager reports directly to the Board and is responsible for the day-to-day management of the organisation.

CouncilBIZ utilises the Technology One financial accounting system which currently comprise of the financial, payroll, works and assets, and property and rating modules.

The successful Service Provider will be required to recognise the CouncilBIZ vision, mission and values.

1.3 Statement of Requirement

CouncilBIZ invite proposals from suitably qualified providers for the provision of Auditing Services to encompass the 2020/21, 2021/22 and 2022/2023 financial years, with provision for two one-year extensions at the sole discretion of CouncilBIZ. CouncilBIZ deals with a wide range of matters that are administered under various statues and legislation that require financial auditing services generally, but not limited to, the provisions of the Local Government Act (NT) and associated regulations and guidelines, especially the Local Government Accounting Regulations. Vendors should note that the 2019 Local Government Act is currently scheduled to come into effect on 1 July 2021 and new regulations and guidelines may also come into effect on that date. In addition to this, auditing services are occasionally also required to fulfil requirements of various grant funding contract terms and conditions.

The services required to be provided to CouncilBIZ includes, but is 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 government grants requiring a separate audit report (if any),
- Audit of superannuation declaration; and
- Audit of specific purpose financial reports due outside of financial years.

The Service Provider 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 and competent Service Provider 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:

- The provision of an audit opinion on the general purpose financial statements of CouncilBIZ.
- 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.
- The meeting of all deadlines to ensure that reports are available within statutory time required.
- The performance of the audit will meet the requirements of the specifications at all times. If the performance is considered by CouncilBIZ not to meet their expectations, then CouncilBIZ can give notice of termination in writing effective after ninety (90) days.
- Submission of at least one (1) physical original copy of the audit reports and one (1) electronic copy.

CouncilBIZ requires that vendors be able to demonstrate suitable experience covering a recent period of at least four (4) years in the audit of local government bodies.

It is a requirement that the completion of the Audit process and preparation of audit reports for the 2020/21 financial year will be completed by end of September 2021 and by September for each subsequent year.

The appointed Service Provider will be required not to act for any party in relation to a matter in which that party's interests are, or may be, adverse to the interests of CouncilBIZ and generally not to act in any manner contrary to the interests of the Council.

The Service Provider may from time to time be required to provide telephone or email advice as a matter of urgency. Telephone advice will need to be confirmed as soon as possible thereafter in writing via email or letter.

2. CONDITIONS OF REQUEST FOR PROPOSAL AND LODGEMENT INSTRUCTIONS

2.1 Compliance with Conditions

Vendors should note that the degree of compliance with the specified conditions will be an essential consideration in the process of evaluating each Request for Proposal ("RFP") response. Failure to provide information requested in the RFP document may lead to no further consideration.

2.2 Lodgement of Proposals, Enquiries Submission and Closing Date

Proposals must be received by the closing date and time.

All enquiries regarding the RFP must be directed to the Nominated Contact, Ms Hanna Duenas, pH (08) 8944-4412 or email Hanna.Yata-Duenas@councilbiz.nt.gov.au.

CONTACTING COUNCILBIZ STAFF (OTHER THAN THE NOMINATED CONTACT), BOARD MEMBERS OR STAFF FROM MEMBER COUNCILS OR LGANT IN RELATION TO THIS RFP WILL AUTOMATICALLY DISQUALIFY VENDORS.

RFP Submission:

By email: tenders@councilbiz.nt.gov.au

Or hand delivered to:

Provision of Audit Services
CouncilBiz
T27/60 Winnellie Road
Winnellie NT 0820

THE CLOSING DATE FOR RECEIPT OF PROPOSAL IS:

4:00PM, 15 January 2021

LATE PROPOSALS WILL NOT BE CONSIDERED.

2.3 RFP Response

In your RFP response, you are required to describe in detail:

- how you propose to add value to CouncilBIZ, highlighting your experience in these areas;
- explain the benefits to CouncilBIZ of your proposed methodology, indicating why you believe your organisation is better placed to provide services than those of your competitors, highlighting the differences between yourselves and other service providers; and
- provide a detailed service plan assuming appointment with effect from March 2021 for financial year 2020/21.

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 will 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 CouncilBIZ matters with a willingness to undertake the auditing services within the established timeframes.	10%
4	Preparedness to provide effective communication and feedback to CouncilBIZ and report regularly as to the progress of providing financial auditing services.	10%
5	A willingness to work in a cooperative way with CouncilBIZ 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 RFP will be considered in the evaluation against each criterion.

In addition to the evaluation of RFP's to the extent of compliance against the entire requirement, CouncilBIZ reserves the right to consult nominated referees to further satisfy itself as to the suitability of the applicants.

All work is to be carried out on a fixed fee basis where Service Provider will render an account at the approved Contract rate per Contract schedule. The Service Provider will be required to provide documentation to support the account, if requested by CouncilBIZ.

The location for undertaking Audit Services will be in Darwin, NT. The total Contract price is to include all necessary costs and charges.

2.5 Proposed 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.

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.

Should provide details on indicative fees increment during the service period.

2.6 Goods and Services Tax

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).

Price and fees listed in this Expression must include GST.

2.7 Short-Listings

CouncilBIZ reserves the right absolutely to make a shortlist of any applicants and seek further information before selecting a preferred Service Provider. Any shortlist will be made using the Selection Criteria.

2.8 Negotiations

CouncilBIZ reserves the right to enter into negotiations with any preferred Service Provider. CouncilBIZ also reserves the right to terminate negotiations with any applicant and commence negotiations with any other applicant, at any time.

CouncilBIZ will not be liable for any loss, costs, or expenses incurred by any applicant arising from a decision by CouncilBIZ to terminate negotiations with any applicant.

2.9 RFP Process Not Contractual

Nothing in the RFP process, nor this RFP document, or the submissions of any vendors shall be construed as to give rise to contractual obligations, whether express or implied.

2.10 Acceptance of Proposals

CouncilBIZ specifically reserves to itself the right to accept no proposal, or accept any proposal whether that proposal is conforming or not. CouncilBIZ further reserves the right, after the RFP closing date, to negotiate with any of one or more applicable to any Contract that may be subsequently entered into. CouncilBIZ may terminate the RFP process at any time if CouncilBIZ determines that it is in the interest of CouncilBIZ or the public interest to terminate the RFP process.

A Service Provider shall not be deemed to have been accepted unless accepted in writing by way of a Letter of Acceptance. Following acceptance of a proposal, CouncilBIZ will notify the name of the successful Service Provider to all unsuccessful vendors. It is envisaged the successful applicant will be announced by end of February 2021.

2.11 Vendors to Become Fully Informed

Vendors shall be deemed to have become fully informed of all conditions affecting the RFP. If there is any doubt as to the meaning of any parts of the Expression Documents, clarification shall be requested from Ms Hanna Duenas, Accountant, pH (08) 8944-4412 or via email Hanna.Yata-Duenas@councilbiz.nt.gov.au, such clarification shall be valid only if issued in writing.

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

2.12 Interpretation

In this RFP, unless the contrary intention appears:

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

3. 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 Service Provider and CouncilBIZ, 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 Service Provider’s RFP for the term set out in the RFP request.

“Service Provider” 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 Service Provider, 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 RFP.

“Intellectual Property” means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how.

“Specified Personnel” means the personnel nominated by the Service Provider who are to provide or perform some or all of the legal services under the Contract.

“Vendor” means any firm, organisation or individual submitting an RFP.

3.2 Period and Form of Contract

The Service Provider shall be in force for the period from the date of acceptance until the completion of audit services for the 2023/24 financial year, with provision for two one-year extensions (TBD).

This RFP document, a letter of appointment from CouncilBIZ and the acceptance of the appointment in writing by the Service Provider shall form the basis of the Contract.

3.3 Responsibilities of the Service Provider

The Service Provider shall provide auditing services with all reasonable skill, diligence and care.

The Service Provider has discretion as to the manner in which Auditing Services are to be performed but shall have regards to:

- adherence to all relevant Australian Standards where applicable;
- The Local Government Act, Regulations and Guidelines thereunder;
- any other relevant legislative provisions.

The Service Provider shall ensure that all relevant time deadlines are met to enable the work to be completed within the specified time frame.

3.4 Claims for Payment

The Service Provider will be required to lodge claims for services completed. Prior to approval of payment, claims will be subject to verification by CouncilBIZ 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). The invoice must also quote the Purchase Order No. or Contract No. (or both), relevant to the project work being undertaken.

If in CouncilBIZ' opinion, the quality or quantity of services performed is deemed unsatisfactory, CouncilBIZ may withhold payment of all or part of the invoice until such time as the issue is resolved between the parties.

Government standard payment terms of thirty days, unless settlement discounts apply.

3.5 Insurance and Workers Compensation

The Service Provider 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).
- 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 the actions of the Service Provider or its employees.
- Workers Compensation Insurance as required by law in respect of any person deemed to be an employee.
- Cyber Insurance including the extent of coverage for breaches of the Service Providers information or systems.

The Service Provider may 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.

3.7 Termination

If the Service Provider fails to abide by any term(s) of the Contract, CouncilBIZ may, by giving 14-day signed notice in writing to the Service Provider, terminate the Contract in whole or part, without prejudice to any other right of action or plan.

Should the Contract be terminated, all documentation held by the Service Provider will be returned to CouncilBIZ within the 14-day period.

CouncilBIZ may (without the need to comply with any show cause procedure) immediately terminate the Contract, if in CouncilBIZ' reasonable opinion, the Service Provider has failed to perform the services in strict accordance with the requirements detailed within the Contract.

Should the Service Provider or his staff not satisfy the original tender specifications and the provisions of the Local Government Act, at any time during the Contract period, CouncilBIZ reserves the right to terminate the Contract with a minimum of one (1) months' notice.

3.8 Occupational Health and Safety

The Service Provider 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 Service Provider shall notify CouncilBIZ immediately, in writing, if a charge of noncompliance with the Act has been filed against the Service Provider in connection with the services, the subject of this Contract.

3.9 Inducements

By responding to this RFP document, the respondent vendor 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 member, officer or employee of CouncilBIZ in connection with submitted RFP response.

3.10 Conflict of Interest

The Service Provider 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 of interest arises, the Service Provider undertakes to notify immediately CouncilBIZ in writing of that conflict or risk.

3.11 Collusion

A vendor shall not enter into any agreement with any other vendor or any other party concerning the preparation of a response pursuant to this RFP.

A vendor shall not seek to obtain knowledge of any proposal from any other vendor at any time prior to the acceptance of a proposal by CouncilBIZ.

Evidence of collusive proposal may lead to the rejection of all proposals and vendors involved in such practices may be barred from expressing interest for further contracts with CouncilBIZ for a period to be determined by CouncilBIZ.

3.12 Misleading and Deceptive Conduct

Vendors must not engage in misleading or deceptive conduct, including but not limited to making statements or representations during this RFP process.

3.13 Complaints

Any complaints must be directed in writing to the Acting General Manager, Brendan Dowd, via email to brendan.dowd@councilbiz.nt.gov.au.

3.14 Sub-Contractors

The Service Provider shall not sub-contract any requirement of this Contract without prior CouncilBIZ approval.

3.15 Specified Personnel

The Service Provider shall ensure that the Specified Personnel undertake work in respect of the Provision of Audit Services in accordance with the terms of the Contract. Service Providers must include the specific personnel that will perform work at CouncilBIZ, and each of their roles on the Audit. A curriculum vitae for each team member setting out years of experience and professional qualifications should be included. Further details in 4.5 must be addressed.

Changes to service provider personnel year-on-year will be subject to approval by CouncilBIZ.

Incoming personnel must have expertise and experience to the satisfaction of CouncilBIZ.

3.16 Representation of Employment

The Service Provider shall not represent itself, and should ensure that its employees do not represent themselves, as being employees of CouncilBIZ.

3.17 Confidentiality

Except as required by or under the Contract, the Service Provider 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 CouncilBIZ.

Without limiting the generality of this clause, any document or material which is in the possession of CouncilBIZ or which has been provided by CouncilBIZ, to the Service Provider 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 be related to the affairs of CouncilBIZ.

The Service Provider 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 CouncilBIZ.

All legal reports and working papers of the Service Provider that have been prepared or obtained in relation to the Contract, shall be confidential to CouncilBIZ and CouncilBIZ representatives, information supplied by the Vendors may be the subject of disclosure under the information Act (NT).

3.18 Performance Review

The performance of the Service Provider in providing the services will be reviewed by CouncilBIZ. It is anticipated that the reviews will be undertaken upon completion of works, or periodic review as determined by CouncilBIZ.

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

- the conduct of the Service Provider;
- the time being taken to provide the Services;
- the cost to CouncilBIZ of the Services provided by the Service Provider;
- general matters on how the relationship between the Service Provider and the Principal is working; and
- the degree to which the Services are being provided by the most experienced employees of the Service Provider.

Within one month of the conclusion of a performance review, CouncilBIZ will advise the Service Provider in writing of any matters CouncilBIZ wishes to draw to the attention of the Service Provider.

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

CouncilBIZ may require, for the performance review, a report as to the number of outstanding matters, an indication 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 Service Provider must give written notice to CouncilBIZ detailing the circumstances and extent or likely extent of the change or delay.

3.20 Service Provider's Relationship with CouncilBIZ

The Service Provider must not act outside the scope of the authority conferred on it by this Contract and must not bind CouncilBIZ 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 CouncilBIZ.

4. PRICING SCHEDULE AND INFORMATION TO BE SUPPLIED BY VENDORS

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
1. Fee for service	Annual fee for providing Audit Services	\$
2. Disbursements. The vendor is to provide hereunder details of all categories of disbursement items.		At cost \$
3. If travel costs are applicable as outlined in disbursements above. Is CouncilBIZ to be charged for these costs? Yes/No	Is CouncilBIZ to be charged staff time whilst travelling and how much? Yes/No	Yes/No \$
GST (10%)		
TOTAL		

4.2 Fee Basis

The vendor must indicate below the fee basis of the RFP (delete inapplicable options):

1. The expressed fees are firm for the duration of the Contract.
2. Vendor 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 four (4) months of the closing date of the RFP.

4.4 References

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

4.5 Vendors Experience

1. Vendors 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. A copy of each person/s curriculum vitae who would be involved in the delivery of this service must also be included.
2. Where professional consultancy services are being sought by council, please include the number of practitioners/partners in the firm; each practitioner/partners 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 RFP, vendors agree that:

1. If the response is accepted, the vendor will provide the services on contractual terms provided by CouncilBIZ.
2. It has satisfied itself of the correctness and sufficiency of its response to provide the required services.
3. It has acquainted itself with the business operations and activities of CouncilBIZ and has examined all information relevant to the risks, contingencies, and other circumstances having effect on its response which is obtainable by the making of reasonable enquiries.
4. 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 CouncilBIZ.
5. This RFP Document is the property of CouncilBIZ and is to be treated as "Commercial in Confidence" at all times. Disclosure of this RFP Document is not permitted except as required to enable vendors to prepare its response and such disclosure is subject to the prior written consent of CouncilBIZ.
6. Vendor responses become the property of CouncilBIZ.
7. The vendor will act always in good faith and in the best interests of CouncilBIZ.

ANNEXURE A.1

FORMAL OFFER OF SERVICES (To be signed and submitted with the RFP response).

I/We, the undersigned, do hereby express our interest to perform the work for Audit Services as described in the Request for Proposal (“RFP”) documents.

The documents that have been completed and submitted with this RFP response have been inspected and understood by me/us.

This RFP response is submitted in accordance with the conditions of Lodgement by which, in consideration of CouncilBIZ undertaking to investigate and take into account this RFP response with other vendor’s responses, we agree to be bound.

Dated this (day) day of (Month), 2020.

Company Name

A.B.N

SIGNED by

Name: (Authorised Representative).....

In the presence of (Name of Witness).....

Witness: