

STATEMENT OF REQUIREMENTS

1. Introduction

- 1.1 The Auditor-General of NSW (the Auditor-General) is an important pillar of the accountability framework for the public sector in New South Wales. The Auditor-General is accountable to the NSW Parliament and is responsible for audits and related services.
- 1.2 The Auditor-General conducts financial and performance audits, principally under the Public Finance and Audit Act 1983 (PF&A Act) and the Local Government Act 1993 (LG Act), and examines allegations of serious and substantial waste of public money under the Public Interest Disclosures Act 1994. The Auditor-General is supported by the Audit Office, a statutory authority established under the PF&A Act.
- 1.3 The Performance Audit Branch within the Audit Office of NSW conducts around 20 performance audits per year on the effectiveness, efficiency and economy of selected government programs and services. Performance audits can also examine agencies' compliance with the law. They can look at an agency function or a whole agency. Performance audit topics are selected by the Auditor-General, and are prioritised through a process of analysis and consultation with key stakeholders.
- 1.4 The objective of establishing the Performance Audit consultants and experts panel (the Panel) is to create a register of suitably qualified suppliers who can provide consulting services and subject matter expertise to support the delivery of our performance audit program. The Panel will be established for a period of two years for the categories of services as specified in section 2. The panel will allow Audit Office of NSW to:
- a) obtain value for money, timely and cost-effective consulting and expert services
 - b) reduce administrative burden in the engagement process.
- 1.5 The Audit Office of NSW at any time during the term of the Panel reserves the right to acquire such services or any part of them from a third party not registered on the Panel.
- 1.6 The Audit Office of NSW is under no obligation to place any orders or acquire any minimum quantity of services under this panel arrangement.

2. Scope

- 2.1 The categories of expert advice required under this panel arrangement include:
- a) subject matter expertise including, but not limited to, the health, education, community services, transport, infrastructure, finance, planning and local government sectors
 - b) data exploration and analytics expertise
 - c) probity, governance and risk advisors
 - d) performance evaluation and project management expertise.
- 2.2 The services that could be undertaken include but are not limited to:
- a) providing specific technical advice on matters identified in our performance audit program of work
 - b) undertaking whole performance audits or components of performance audits including scoping, evidence collation, report-writing and key stakeholder identification and engagement
 - c) providing advice on how well entities have planned, developed, procured and / or delivered a project or program. We would expect the consultant to highlight any risks to the government in relation to financing, costing, demand modelling, economic and financial appraisal, tendering processes and evaluation, probity, contract negotiation, contract structure and risk sharing.

3. Services Engagement Process

- 3.1 This is a non-exclusive Panel. When consulting services and subject matter expertise are required, the Audit Office will request a quote from one or more suppliers on the Panel. The panel supplier, in response to the Request for Quotation (RFQ), will provide a response outlining:
- scope of work
 - list of deliverables/milestones
 - cost to supply services, and
 - time frame to complete services.
- 3.2 The Audit Office will select the preferred supplier based on a pre-determined price and non-price criteria.
- 3.3 The preferred supplier will commence work once the Standard Consultancy agreement has been executed by both parties.

4. Performance Management

- 4.1 The performance of suppliers will be managed through agreed deliverables and key performance indicators as set out in consultancy agreement entered into for specific projects.

5. Panel Rates

- 5.1 The rates card for various personnel as specified in the supplier's registration shall remain firm and will be capped for the term of this panel arrangement. The supplier may reduce the panel rates during the quotation process, however, the panel rates cannot be exceeded.

6. No Guarantee of Work

- 6.1 The acceptance of a supplier on the Panel does not guarantee:
- (a) continuity of inclusion on the Panel for its duration
 - (b) receipt of opportunities to provide the Services, or
 - (c) that engagements or work of any kind or quantity will be offered.

7. Insurance

- 7.1 A panel supplier shall arrange and maintain with a reputable insurance company for the term of the Panel:
- (d) A public liability policy of insurance to the value of at least \$10 million in respect of each claim
 - (e) Workers' compensation insurance as required by all relevant laws of Australia relating to workers' compensation, and
 - (f) A professional indemnity insurance policy to the value of at least \$10 million in respect of each claim.

8. Conduct of services

- 8.1 To be registered on the Panel, a supplier must declare that they have read and agree to abide by the principles in the Audit Office's [Statement of Business Ethics](#).