

**EXAMPLE DOCUMENT ONLY
NOT TO BE USED**

REQUEST FOR TENDER

ATTACHMENT 1: TENDERER RESPONSE FORMS

DFAT-000 **ACRONYM**
AGREEMENT TITLE

19 August 2025~~19 August 2025~~18 August 2025~~18 August 2025~~14 August 2025

Commented [A1]: APPROACH TO MARKET TENDER ID NUMBER
This is the DFAT tender identifier number and program name.

If this RFT is part of a 2 Step process, the number will have a letter after to identify it is the 2nd step, usually an 'A'.

If this is a 1 Step RFT process, there will be no letter after the number.

Commented [A2]: PUBLISHING DATE

This will be the date the Request for Tender (RFT) is published on AusTender.

TENDERER RESPONSE FORMS

All responses must be submitted via AusTender by the Closing Time.

If you have any questions about this procurement, please email them to the Contact Mailbox only: tender-ACRONYM@dfat.gov.au. If you contact us through any other means, it may be considered as Collusive Tendering or Improper Assistance and your tender may be rejected.

Tenderers should not provide any pages additional to the page limit as part of the Tender Response Schedules. If Tenderers provide additional material such as cover pages, tables of content, acronym pages, brochures, letters, summaries, photographs or promotional material – such material may be considered as part of the page limit in the order it is provided. Additional pages to the page limit will be deleted and not evaluated. Tenders that include additional pages, or information that is not readable (must be readable when printed in black and white low resolution) may be considered non-conforming, and if so the Tender will not be evaluated.

To submit a conforming and competitive Tender, Tenderers should substantially complete:

Tenderer Response Schedule 1A: List of Partner, Projects and Referees (no page limits).

Tenderer Response Schedule 1B: Proposal to Deliver Services (up to xx A4 pages).

Tenderer Response Schedule 2: Tenderer Details (no page limits).

Part 1: Tenderer's Details

Part 2: Tenderer's Declaration

Part 3: Tenderer's Proposed Confidential Information

Part 4: Tenderer's Non-Compliance with Draft Contract

Part 5: Statement of Tax Record

Part 6: Modern Slavery Questionnaire

Commented [A3]: TENDERER RESPONSE FORMS

Tenderers should carefully read the information provided on preparing their response and the response forms that need to be completed and submitted.

Pay particular attention to the page limits, and if there are additional pages or information provided. The page limits may change for each tender.

Commented [A4]: TENDER MAILBOX

This will be the tender email applicable to the tender. It will be in the Terms and Conditions Tender document as well. It is different for each tender. This should be the only form of communication between bidders and DFAT on the RFT.

Commented [A5]: LAYOUT OF RESPONSE

Tenderers are not required to use the template supplied. It is up to tenderers how they format their response, however, consider the readability of the response from an evaluator's point of view.

Do not waste valuable space in the response. Adding photos or promotional material etc does not add value.

TENDERER RESPONSE SCHEDULE 1A: LIST OF PARTNERS, PROJECTS AND REFEREES

NOTE TO TENDERERS (Delete this box before submitting your Tender)

The Tenderer must provide a list of all partners that have been named as participating in its Tender to deliver the Services. Tenderers to provide the names of relevant projects and referees for those projects.

Tenderer Name	- Insert organisation name
Names and roles of any Partner Organisations (whether in consortium, subcontract or other arrangement) named in the proposal:	<ul style="list-style-type: none">- Insert organisation name and role- Insert organisation name and role- Insert organisation name and role- Add/delete rows as needed
Names and details of projects referenced in the proposal	<ul style="list-style-type: none">- Insert name of project, location, and approximate value.- Insert name of project, location, and approximate value.- Insert name of project, location, and approximate value.- Add/delete rows as needed
Referees for partners and projects	<ul style="list-style-type: none">- Tenderers to provide at least one referee (name, employer, contact email and phone number) for each partner, or project in the proposal.- Add/delete rows as needed

By listing the names of partners and referees in this form, the Tenderer confirms that the listed names have agreed to participate in the final contract as they have been represented in this Tender.

Signed on behalf of [insert tenderer’s full name] by:

[Name]

[Position]

[Date]

Commented [A6]: PARTNERS PROJECTS AND REFEREES

Tenderers are to complete the form with the required information.

While there is no page limit for Schedule 1A, please do not include CVs or personnel information in this Schedule.

Schedule 1A is not evaluated by the Evaluation Committee (EC), however, it is reviewed by the EC Secretariat for compliance and risk. If there is additional information provided to what has been requested, it will be removed.

TENDERER RESPONSE SCHEDULE 1B: PROPOSAL TO DELIVER SERVICES

The extent to which the Tenderer provides a value for money proposal to deliver services.

NOTE TO TENDERERS (Delete this box before submitting your Tender)

Tenderers to set out their comprehensive proposed solution to achieve the program outcomes against the evaluation criteria.

Tenderers are encouraged to write about their relevant capability and how they have drawn on that capability to select the solutions that they are offering to implement the Services.

If a Tender includes multiple bidding organisations, either through a consortia or other type of arrangement, the governance of that arrangement and the role and input (small, large) of each organisation should be included in the response.

Risks should be considered throughout the solution and mitigations should include relevant stakeholders and their engagement in managing the risk.

Where project experiences are described, tenderers should reference the name of the client including a contact name and contract details, the name of the project, the date of the project, and an indication of the contribution of the tenderer (for example, the tenderer's share of the budget of the project) in Tenderer Response Schedule 1A: List of Partners, Projects and Referees.

Note to Readers

Each Request for Tender will have its own set of tailored specific criteria relative to the program/investment.

Typically, DFAT would have up to 5 evaluation criteria for each Request for Tender.

Below are a set of example indicative criteria for the purposes of this document only.

Tenderers' responses will be evaluated to the extent to which they:

Example *[If a program involves preparation/delivery of a design]* -Criterion X –Demonstrate how your organisation will deliver a high-quality design for this program.

Guidance Note: *Tenderers to provide a design plan fit for purpose to the context and constraints, demonstrating what deliverables will be achieved and when, consistent with DFAT's Design, Monitoring and Evaluation Standards, particularly 2.7 to 2.10.*

Example -Criterion X - Demonstrate how your organisation would efficiently and effectively implement the indicative Services, including the indicative end of program outcomes.

Guidance Note: *Tenderers to identify the key components necessary for success and demonstrate value-add to the Services. Tenderers to outline the nature of the operational, technical, risk management and other resources they will provide. An organisational chart may be useful. A Mobilisation Plan / Gantt chart may be useful. A Risk Management Plan may be useful. Tenders should provide information on how continuity will be managed from design to delivery.*

Example -Criterion X – Demonstrate your capability to achieve the end of program outcomes.

Guidance Note: *Tenderers to describe how they will maximise the effectiveness and sustainability of services to be delivered by the Contractor. Tenderers should demonstrate how they will prioritise key Contractor responsibilities in a flexible and responsive manner.*

Example - Criterion X - Demonstrate your capability to implement the program, including the logistical and operational skills and support required.

Commented [A7]: RESPONDING TO THE CRITERIA

Please read all the notes and guidance in red to ensure you understand the requirements when responding to the criteria.

The criteria will change for each tender and the guidance notes may change to align with the criteria.

Make sure the response is within the page limit set for each tender.

Guidance Note: Tenderers to identify the key components necessary for success and demonstrate value-add to the Services. Tenderers to outline the nature of the operational, technical and other resources they will provide. An organisational chart may be useful.

Example - Criterion X – Demonstrate how your organisation will provide monitoring, evaluation, research and learning; and build productive working relationships with DFAT, and partners.

Guidance Note: Tenderers to identify the major challenges and risks and demonstrate how they propose to deliver the Services, learn lessons, and adapt to changing contexts and measure progress.

Example - Criterion X – Demonstrate how your organisation will maximise opportunities and engagement that deliver on the Australian development priorities (as outlined in the statement of requirements).

Guidance Note: Tenderers to focus on clearly proposed deliverables and targets and how they will meet those deliverables and targets. Final deliverables and targets will be negotiated with DFAT and will form part of the Contract.

Example - Criterion X – Demonstrate a resourcing capability to successfully implement the program, with a focus on responsiveness and adaptability, and explaining how this approach provides value for money.

Guidance Note: Tenderers must complete Tables 1, 2, and 3 below as part of their response to Criteria X and are included within the page limit of the response to Schedule 1B. In Table 1 demonstrate all proposed positions and inputs (days or months) required to deliver the Services (design and delivery), including any unallocated positions, contractor representative and/or head office positions with substantial inputs.

Names and CVs are not required at this stage.

Tenderers should consider all cost savings or other benefits their tender can offer in the provision of the Services. Describe an enhanced value for money basis of payment, detailing milestones/deliverables and reporting frameworks and incorporating payments linked to performance and program achievements.

Please include detailed narrative and assumptions to assist the evaluation of your resourcing proposal.

Final resourcing and costing will be negotiated with DFAT.

Commented [A8]: AUSTRALIAN DEVELOPMENT PRIORITIES

This is normally a standard criteria on all tenders. This is an example only - and it may be expanded to include further requirements depending on the country and program.

Commented [A9]: RESOURCING AND FINANCE TABLES

Resourcing is a standard criterion. This is an example only - including the guidance. Please note this may change for each tender and may include tables that need to be completed.

The financial tables are included in the page limit that is set for each tender - they are not in addition to the page limits.

Commented [A10]: CVs

DFAT does not require or encourage CVs as part of Tenderer's responses.

Table 1 – Resourcing (exclusive of GST) **EXAMPLE ONLY**

Tenderers to complete Table 1 and insert rows as required. The red text in the table is for illustrative purposes only.

Position Title	Position location	Inputs (days/ months)	March 2025 to June 2025 [4 months]	July 2025 to June 2026 [12 months]	July 2026 to June 2027 [12 months]	July 2027 to June 2028 [12 months]	July 2029 to February 2030 [8 months]	TOTAL
Team Leader	In Country X	Months	4	12	etc.			16
Operations Lead	In Country Y	Months	4	12				16
Monitoring & Evaluation Lead	In Country Y/Australia	Days	60	30				90
GEDSI Lead	Canberra, Australia	Days	60	30				90
Sub-Total (day contracts)			120	60				180
Sub-Total (month contracts)			8	24				32
Total								

Please note: These figures in this table are examples only

Resourcing Table Assumptions

Tenderer to insert, if any

Commented [A11]: RESOURCING TABLE

This would typically be the table that is required to be completed by the Tenderer for their resourcing proposal.

Do not include names of proposed personnel, only include the position and the inputs and costings etc.

Commented [A12]: ASSUMPTIONS

Tenderers are encouraged to include assumptions to explain what their tender price consists of so the EC understands what the price includes.

Table 2 - Tender Price (exclusive of GST)

Tenderers to complete Table 2 and insert rows as required. **This is the typical format of the financials where there are no fixed or earmarked costs to a certain activity or that are passed through the Contractor.**

	Sep 2023 to June 2024 [10 months]	July 2024 to June 2025 [12 months]	July 2025 to June 2026 [12 months]	July 2026 to June 2027 [12 months]	July 2027 to June 2028 [12 months]	Total
Known Costs in Tender (excluding GST)						
– Design Fees (as defined in Draft Contract)	\$ Tenderer insert					\$ Tenderer insert
– Management Fees (as defined in Draft Contract)	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
– Personnel Costs (as defined in Draft Contract)	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
– Personnel Support Costs (if required, such as education, housing)	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
– Operational Costs (as defined in the Draft Contract)	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
– Other Cost Categories (Tenderer to insert additional rows as required)	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
Remainder Budget (Contract Price minus Known Costs in Tender)	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
Contract Price	\$DFAT to insert	\$DFAT to insert	\$DFAT to insert	\$DFAT to insert	\$DFAT to insert	\$DFAT to insert

NOTE TO TENDERERS (Delete this box before submitting your Tender)

Pricing guidance can be found online: <https://www.dfat.gov.au/about-us/business-opportunities/Pages/procurement-reforms-changes-to-the-adviser-remuneration-framework>

Tender Price Table Assumptions

Tenderer to insert, if any

Commented [A13]: TENDER PRICE TABLE WITH NO FIXED OR EARMARKED COSTS

This table may be used in the RFT if there are no fixed or earmarked costs included in the total value.

Tenderers will be provided with a total initial Contract Price, with indicative annual budgets.

The annual budgets are estimates only and Tenderers can propose changes to those annual budgets to align with their approach. They must, however, add up to the total Contract Price. Final annual budgets will be negotiated with the preferred tenderer.

Commented [A14]: ASSUMPTIONS

Tenderers are encouraged to include assumptions to better inform the Evaluation Committee of the proposed pricing approach.

Below are examples of what assumptions may look like. It is up to Tenderers to include the relevant assumptions in line with their pricing proposal.

Personnel Costs include - 5 regional office staff salaries;
Personnel Support Costs include - medical insurance for 5 regional office staff and travel costs for Long Term Advisers;
Operational Costs include - Long Term Advisers domestic travel, IT setup and maintenance;
Activity Budget includes - travel costs for Short Term Adviser personnel.

Table 2 - Tender Price (exclusive of GST) If the contract will have fixed or earmarked costs to a certain activity or that are passed through the Contractor such as to local subcontracted partners implementing contributions, or to scholarship awardees etc, or to construction build costs this will be the format of the table. Those costs will be pre populated into the table which will then leave the balance of the program budget to be allocated to other line items as required by the tenderer.

Tenderers to complete Table 2 and insert rows as required.

	Sep 2023 to June 2024 [10 months]	July 2024 to June 2025 [12 months]	July 2025 to June 2026 [12 months]	July 2026 to June 2027 [12 months]	July 2027 to June 2028 [12 months]	Total
Known Costs in Tender (excluding GST)						
– Design Fees (as defined in Draft Contract)	\$ Tenderer insert					\$ Tenderer insert
– Management Fees (as defined in Draft Contract)	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
– Personnel Costs (as defined in Draft Contract)	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
– Personnel Support Costs (if required, such as education, housing)	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
– Operational Costs (as defined in the Draft Contract)	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
– Other Cost Categories (Tenderer to insert additional rows as required)	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
Fixed or Earmarked Costs	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
(Contract Price minus Known Costs in Tender)						
– ie Contribution to XXX	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
– ie Fund / Activity XXX	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
Remainder Budget	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert	\$ Tenderer insert
(Contract Price minus Known Costs in Tender minus Fixed or Earmarked Costs)						
Contract Price (excluding GST)	\$DFAT to insert	\$DFAT to insert	\$DFAT to insert	\$DFAT to insert	\$DFAT to insert	\$DFAT to insert

NOTE TO TENDERERS (Delete this box before submitting your Tender)

Pricing guidance can be found online: <https://www.dfat.gov.au/about-us/business-opportunities/Pages/procurement-reforms-changes-to-the-adviser-remuneration-framework>

Tender Price Table Assumptions

Tenderer to insert, if any

Commented [A15]: TENDER PRICE TABLE WITH FIXED OR EARMARKED COSTS

Tenderers will be provided with a total initial Contract Price and annual budgets.
If the program has set aside funds for known costs in the program, these figures will be populated in this table. This will mean that Tenderers have the total value minus the known costs to allocate in their pricing.

The annual budgets are estimates only and Tenderers are open to change those annual budgets (except for the known costs) in order to align with their approach, however, they must add up to the total Contract Price.

Commented [A16]: ASSUMPTIONS

Tenderers are encouraged to include assumptions to help the Evaluation Committee understand the proposal.

Below are examples of what assumptions may look like. It is up to Tenderers to include the relevant assumptions in line with their proposal.

Personnel Costs include - 5 regional office staff salaries;
Personnel Support Costs include - medical insurance for 5 regional office staff and travel costs for Long Term Advisers;
Operational Costs include - Long Term Advisers' domestic travel, IT setup and maintenance;
Activity Budget includes - travel costs for Short Term Adviser personnel.

Table 3 - Management Fee Payment Breakdown (exclusive of GST)

Tenderers to complete Table 3 and insert rows as required.

Item	March 2025 to June 2025 [4 months]	July 2025 to June 2026 [12 months]	July 2026 to June 2027 [12 months]	July 2027 to June 2028 [12 months]	July 2029 to February 2030 [8 months]	Total
Milestone X: M&E Framework	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert total fee
(Milestone Y etc) Tenderer to insert	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert total fee
(PBR item 1) Tenderer to insert	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert total fee
(PBR item 2 etc) Tenderer to insert	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert total fee
Partner Performance Assessment based payment Tenderer to insert	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert total fee
Tenderer to insert	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert fee	\$ Tenderer to insert total fee
TOTAL	\$ Tenderer to insert total fee	\$ Tenderer to insert total fee	\$ Tenderer to insert total fee	\$ Tenderer to insert total fee	\$ Tenderer to insert total fee	\$ Tenderer to insert total fee

* Tenderer to nominate a PPA payment approach/formula.

Tender Price Table Assumptions

Tenderer to insert, if any

Commented [A17]: MANAGEMENT FEE TABLE

Typically, Tenderers are required to allocate their management fee across Milestones, Payment by Results and Partner Performance Assessments as applicable.

Commented [A18]: PARTNER PERFORMANCE ASSESSMENT

Tenderers should familiarise themselves with the Partner Performance Assessment (PPA) to understand how it works in order to inform their offering in their proposal.

Partner Performance Assessment (PPA) | Australian Government Department of Foreign Affairs and Trade

TENDER RESPONSE SCHEDULE 2: TENDERER STATEMENTS

PART 1: TENDERER DETAILS AND PARTNER DETAILS

NOTE TO RESPONDENTS (Delete this box before submitting your tender)

An Organisation Details form should be completed for every organisation that is represented in your tender. If a form is not submitted for every organisation represented in your tender, the capability referred to in the tender of that organisation may be redacted and not evaluated.

Commented [A19]: TENDERERS DETAILS

Tenderers are to complete all areas of the Tenderer's Details and also for any partner/s that have been considered as part of their response.

Tenderer's Contact Details	
Organisation Name <i>The name of the legal entity participating in the response</i>	[Insert]
Company Registration Number in country of registration <i>(for example, Australian companies should provide their Australian Company Number and Australian Business Number)</i>	[Insert]
Registered Business Address	[Insert]
Primary Tenderer Contact <i>The person who is the Tenderer's point of contact for the purposes of this RFT. Tenderers must ensure the primary or alternate point of contact is available during the tender evaluation period</i>	Name: [Insert] Telephone Number 1: [Insert] Telephone Number 2: [Insert] Email 1: [Insert] Email 2: [Insert]
Alternate Tenderer Contact <i>The person who is the Tenderer's point of contact for the purposes of this RFT. Tenderers must ensure the primary or alternate point of contact is available during the tender evaluation period</i>	Name: [Insert] Telephone Number 1: [Insert] Telephone Number 2: [Insert] Email 1: [Insert] Email 2: [Insert]
Indigenous Procurement Policy Is your organisation 50% or more Indigenous Australian owned?	YES / NO (Delete one) If YES, you are required to provide a current certificate or letter from a recognised Indigenous organisation confirming that your organisation is an Indigenous-owned organisation.

<p>Payment Times Procurement Connected Policy</p> <p>Tenderers are to complete this declaration as part of their tender response. The requirement to identify as a Reporting Entity must be included where the estimated value of the procurement is valued above \$4,000,000 (GST inclusive).]</p> <p>Identify by ticking the relevant boxes whether or not you are a 'Reporting Entity' for the purposes of the Payment Times Procurement Connected Policy (PT PCP).</p> <p>Note: A Reporting Entity means a 'Reporting Entity' within the meaning of the Payment Times Reporting Act 2020 (Cth) (PTR Act).</p>	<p><input type="checkbox"/> The tenderer is a Reporting Entity.</p> <p><input type="checkbox"/> The tenderer is not a Reporting Entity.</p>
<p>Financial Viability</p> <p>The person who is the Tenderer's point of contact for the purposes of DFAT collecting financial information from the Tenderer if required. Tenderers must ensure the point of contact is available during the tender evaluation period</p>	<p>Name: [Insert]</p> <p>Telephone Number 1: [Insert]</p> <p>Telephone Number 2: [Insert]</p> <p>Email 1: [Insert]</p> <p>Email 2: [Insert]</p>
<p>Compliance with Workplace Gender Equality Act 2012 (Cth) (WGE Act)</p> <p>Is your organisation classified as a 'relevant employer' under the WGE Act?</p>	<p>YES / NO (Delete one)</p> <p>If YES, you are required to provide a current letter of compliance with the WGE Act with your tender.</p>
<p>Compliance with the Shadow Economy Policy</p> <p>All tenderer's must be compliant with the Shadow Economy Procurement Connected Policy.</p>	<p>You must demonstrate your compliance with this policy by attaching a Valid and Satisfactory Statement of Tax Record (see Part 5) and by completing the Tenderer Declaration (see Part 3).</p>
<p>Potential Supplier Entity's Country of Tax Residency</p> <p>An entity's tax residency will not be used to exclude a potential supplier from participating in a procurement, nor will it be used to exclude a tenderer from further consideration in a procurement evaluation process.</p>	<p>Insert your organisation's country of tax residency. Information to assist you to identify this information is available at https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures</p>

<p>Potential Supplier's Ultimate Parent Entity's Country of Tax Residency</p> <p><i>An entity's ultimate parent entity's tax residency will not be used to exclude a potential supplier from participating in a procurement, nor will it be used to exclude a tenderer from further consideration in a procurement evaluation process.</i></p>	<p><i>Insert your organisation's ultimate parent entity's country of tax residency (if different from above).</i></p>
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Proposed Partner's Details	
<p>Organisation Name</p> <p><i>The name of the legal entity participating in the response</i></p>	[Insert]
<p>Company Registration Number in country of registration</p> <p><i>(for example, Australian companies should provide their Australian Company Number and Australian Business Number)</i></p>	[Insert]
<p>Registered Business Address</p>	[Insert]
<p>Proposed Partner Contact</p> <p><i>The person who is the proposed partner's point of contact for the purposes of this RFT.</i></p>	<p>Name: [Insert]</p> <p>Telephone Number 1: [Insert]</p> <p>Telephone Number 2: [Insert]</p> <p>Email 1: [Insert]</p> <p>Email 2: [Insert]</p>
<p>Alternate Proposed Partner Contact</p> <p><i>The person who is the Tenderer's point of contact for the purposes of this RFT.</i></p>	<p>Name: [Insert]</p> <p>Telephone Number 1: [Insert]</p> <p>Telephone Number 2: [Insert]</p> <p>Email 1: [Insert]</p> <p>Email 2: [Insert]</p>
<p>Indigenous Procurement Policy</p> <p>Is the organisation 50% or more Indigenous Australian owned?</p>	<p>YES / NO (Delete one)</p> <p><i>If YES, and you are partnering with the successful tenderer, you may be required to supply a current certificate or letter from a recognised Indigenous organisation confirming that your partnering organisation is an Indigenous-owned organisation.</i></p>

<p>Compliance with <i>Workplace Gender Equality Act 2012 (Cth) (WGE Act)</i></p> <p><i>Is the organisation classified as a 'relevant employer' under the WGE Act?</i></p>	<p>YES / NO <i>(Delete one)</i></p> <p><i>If YES, and you are the successful tenderer, you will be required to supply a current letter of compliance for the partner.</i></p>
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PART 2: TENDERER'S DECLARATION

Commented [A20]: TENDERERS DECLARATION
Tenderers are to ensure they read and answer all requirements in this Deed Poll and sign accordingly to their organisation's requirements before submitting with their response.

NOTE TO RESPONDENTS (Delete this box before submitting your Tender)

The Lead Organisation must provide an executed Deed Poll in the following format. The Deed Poll need only be executed and submitted by the Lead Organisation in the tender. If the Lead Organisation disagrees with a provision in the Deed Poll, it must set out its reasons in the Declaration Response in this Deed Poll.

This **DEED POLL** is made on the *<insert date>* day of *<insert month>* *<insert year>*

BY:

[Insert full legal name of Tenderer, business address and business registration number, such as ACN/ABN] ('Respondent').

Declaration	
1. The Respondent declares that this Deed Poll is for the benefit of the COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs and Trade ABN 47 065 634 525 ("DFAT").	
2. This Deed Poll is provided in connection with the Request for Tender ('Procurement') <i><insert name></i> issued by DFAT and the tender submitted by the Respondent (the 'Response') for this tender. Terms defined in this Procurement will have the same meaning when used in this Deed Poll.	
Acknowledgements	
3. The Respondent acknowledges and agrees:	
a. to provide the Services described in this Procurement and for the Tender Price set out in the Procurement	<i>Select response <Agrees/ Disagrees></i>
b. to DFAT's rights as set out in this Procurement, including DFAT's rights to exclude the Respondent;	<i><Agrees/ Disagrees></i>
c. no binding, express or implied contract (including a process contract), understanding, or other legal or equitable rights or obligations has arisen between the Respondent and DFAT in relation to this Procurement or the Response unless and until a contract is executed by both parties;	<i><Agrees/ Disagrees></i>
d. DFAT has no liability to pay the Respondent, or any other person, and is not liable to the Respondent for any compensation on the basis of any quantum merit or any other contractual, quasi contractual, or restitutionary grounds whatsoever as a consequence of any matter or thing relating to, or incidental to the Respondent's participation in this Procurement;	<i><Agrees /Disagrees></i>
e. that it has received all Addenda to this Procurement issued by DFAT and posted on AusTender;	<i><Agrees /Disagrees></i>
f. it has read and understood all clauses and paragraphs of the Draft Contract and in so far as a paragraph or clause creates a contractual condition or obligation on the Respondent, the Respondent makes its offer to DFAT on that condition or under that obligation and in so far as the paragraph or clause specifies a characteristic or performance to be met by the Respondent or its Personnel under any resultant Contract,	<i><Agrees/ Disagrees></i>

the Respondent's offer is to provide the Services under the Contract as specified.	
Respondent's Warranties	
4. The Respondent warrants:	
a. that at the time of lodging this Response, neither it nor any of its directors or partners or any other person who have powers of representation, decision or control have been convicted of any of the following offences during the last seven years: conspiracy relating to participation in a criminal organisation; corruption; bribery; fraud; or money laundering, nor are the subject of any Court proceedings for debt recovery, bankruptcy, insolvency or breach of contract;	Select response <Warrants/Does not warrant>
b. that it, and Respondent members (if appropriate), or any proposed subcontractors, it has not been currently listed on the World Bank List or any similar List maintained by a development donor and is not the subject of an informal/formal investigation or temporary suspension which could lead to the Respondent, any consortia members or any proposed subcontractors or consultants becoming so listed. The Respondent must immediately notify DFAT if it or any consortia members, or subcontractors become listed, investigated or suspended by the World Bank or any development donor prior to the award of contract;	<Warrants/Does not warrant>
c. that it has read and understood all documents referred to in this Procurement and all other information made available to it (including any addenda or documents incorporated by reference) and all applicable legislation, policies, and industry standards, and has examined all further information, which is obtained by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on this Response;	<Warrants/Does not warrant>
d. that the information contained in its Response is true and correct, the Respondent has satisfied itself as to the sufficiency of its Response, and the signatory is duly authorised to sign on behalf of the Respondent.	<Warrants/Does not warrant>
Confidential Information	
5. The Respondent warrants:	
a. and agrees that the Respondent must not, and must ensure that its employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person not directly involved in the preparation of its Response, and will keep confidential:	<Warrants/Does not warrant>
i. and agrees that any confidential information concerning the affairs of DFAT, the Commonwealth or a third party acquired or obtained in the course of preparing a Response;	<Warrants/Does not warrant>
ii. and agrees that any documents, data or information provided by DFAT and which DFAT indicates to Respondents is confidential or which Respondents know or ought reasonably to know, is confidential.	<Warrants/Does not warrant>
Conflict of Interest	
6. The Respondent warrants:	

a. that at the time of lodging this Response, they have made all reasonable enquiries, and no real or apparent conflict of interest exists which could affect the performance of its obligations if the Respondent were to enter into a contract with DFAT;	<Warrants/Does not warrant>
b. that they will notify DFAT in writing immediately if a real or apparent conflict of interest arises or appears likely to arise in respect of the Procurement process, its Response or the provision of the Services;	<Warrants/Does not warrant>
c. that they will take such steps as DFAT may require to resolve or otherwise deal with a conflict of interest notified under this Deed or which otherwise comes to the attention of DFAT during this Procurement process;	<Warrants/Does not warrant>
d. that it agrees that DFAT may exclude the Response from further consideration if, in the opinion of DFAT, the Respondent fails to take any steps required by DFAT to resolve or deal with a conflict of interest.	<Warrants/Does not warrant>
Shadow Economy Procurement Connected Policy	
7. The Respondent warrants:	
a. that it holds all Valid and Satisfactory Statements of Tax Record required for its entity type;	<Warrants/Does not warrant>
b. that if it is the successful tenderer and its Satisfactory Statements of Tax Record are, or will be no longer be, valid at the time any contract will be entered into with DFAT, it will, if requested by DFAT, provide DFAT with renewed Valid and Satisfactory Statements of Tax Record prior to the contract being entered into;	<Warrants/Does not warrant>
c. that it holds all Valid and Satisfactory Statements of Tax Record required for the entity type of any first tier subcontractor that it proposes, as part of its response, to engage to deliver goods or services as part of a contract resulting from a Procurement with an estimated value of \$4 million or more (GST inclusive), and on request by DFAT, provide to DFAT, a copy of any such Statement of Tax Record;	<Warrants/Does not warrant>
d. that if it is the successful tenderer, it will ensure that any first tier subcontractor not included in its response that it subsequently engages to deliver goods or services with an estimated value of \$4 million or more (GST inclusive) provides it with all Valid and Satisfactory Statements of Tax Record required for its entity type at the time of entry into the subcontract.	<Warrants/Does not warrant>
Tenderer's Conduct and Ethical Dealing	
8.The Respondent warrants that neither the Respondent nor any of its officers, employees, agents, and subcontractors has, in relation to the preparing, lodgement or assessment of this Response:	
a. engaged in misleading or deceptive conduct;	<Warrants/Does not warrant>
b. received improper assistance (including from any current or Former DFAT employees or with improperly obtained information);	<Warrants/Does not warrant>
c. engaged in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Respondent, or any	<Warrants/Does not warrant>

other person in connection with the preparation of their Response or the Procurement process;	
d. attempted to solicit information from or influence improperly any Commonwealth of Australia officer, contractor or agent, or has approached any Minister, Commonwealth officer or Partner Government representative, or has violated any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the Procurement process; and	<Warrants/Does not warrant>
e. otherwise acted in an unethical or improper manner or contrary to any law.	<Warrants/Does not warrant>
9. The Respondent warrants and agrees that giving false or misleading information to the Commonwealth is an offence under Part 7.4 of the Criminal Code Act 1995 (Cth), and all information in its Response is true and correct.	<Warrants/Does not warrant>
10. The Respondent warrants that all personnel engaged under this contract are <u>not</u> current DFAT employees, former DFAT employees (for a period of 9 months after their separation from DFAT (or any other maximum period contained under the terms and conditions of their engagement with DFAT) , contractors (inline at post or DFAT offices) or other individuals that have access to DFAT systems and information.	<Warrants/Does not warrant>
Co-operation with DFAT	
10. The Respondent warrants:	
a. and agrees that it will cooperate with any DFAT request for information to assist DFAT undertake all relevant checks in accordance with this Procurement, and evaluate the due diligence of the Respondent and its Response;	<Warrants/Does not warrant>
b. that if at any time prior to execution of a Contract, any information provided in this Deed Poll changes, the Respondent agrees to notify DFAT in writing of that change within two (2) business days. Such notification is to be provided to the email address for this Procurement;	<Warrants/Does not warrant>
c. and agrees that DFAT may provide any information collected, or provided to it by the Respondent during the course of this Procurement process to Parliament and its Committees and other Commonwealth agencies or regulatory bodies, including but not limited to: the Department of Employment, the Australian National Audit Office, the Fair Work Ombudsman and Fair Work Australia;	<Warrants/Does not warrant>
d. and agrees to all Response conditions including without limitation the obligations, acknowledgements and DFAT's rights included in this Procurement document;	<Warrants/Does not warrant>
e. its capacity to respond to the Procurement and that there is no restriction under any relevant law to prevent it from responding.	<Warrants/Does not warrant>
Offer	
11. The Respondent warrants:	

a. that the Response constitutes an unconditional offer and accordingly is capable of immediate acceptance by DFAT so as to form a binding contract;	<Warrants/Does not warrant>
b. that the Response remains open for acceptance for 180 days from the Closing Date (Tender Validity Period);	<Warrants/Does not warrant>
c. not to withdraw, vary or otherwise compromise the Response during the Tender Validity Period.	<Warrants/Does not warrant>
Jurisdiction and Survival	
12. The Respondent warrants:	
a. and agrees that the laws of the Australian Capital Territory (ACT) apply to this Deed Poll and the Respondent submits to the non-exclusive jurisdiction of the courts of the ACT and of any court that may hear appeals from any of those courts, for any proceedings in connection with this Procurement;	<Warrants/Does not warrant>
b. and agrees that this Deed Poll shall not be unilaterally terminated or amended unless such termination or amendment is agreed in writing by DFAT;	<Warrants/Does not warrant>
c. and agrees that this Deed Poll survives the termination or expiry of this Procurement.	<Warrants/Does not warrant>

Declaration Response

Please note any responses that are disagreed with in the declaration:

No.	Declaration	Reasons
1.	[Lead Organisation to insert relevant declaration in Deed Poll it disagrees with]	[Lead Organisation to provide reason why it disagrees with relevant declaration in Deed Poll]
2.	[Insert rows as required]	

Commented [A21]: DECLARATION RESPONSE

Tenderers are to include any details in this section that they disagreed with in the Deed Poll.

Commented [A22]: AUTHORITY

Tenderers are to ensure that the document is signed in the appropriate manner for their organisation as per the options in this section before submitting the response.
Delete options that are not required before making document final.

Authority

The Respondent warrants that the information contained in its request for tender is true and correct and the signatory is duly authorised to sign on behalf of the Respondent.

EXECUTED as a Deed poll for the benefit of the Commonwealth of Australia as represented by the Department of Foreign Affairs and Trade (ABN 47 065 634 525).

Dated this ^insert day^ of ^insert month^ ^insert year

NOTE TO TENDERERS (Delete this box before submitting your Tender)

Please include the appropriate execution block depending on what type of legal entity you are. Five options have been included for consideration, depending on whether you are a:

- Natural person;
- Company incorporated under the Corporations Act;
- Partnership;
- Natural person execution the deed in your capacity as trustee of a trust; or

- *Company executing the deed in your capacity as trustee of a trust.*

Option 1: Execution block for a natural person.

Signed, sealed and delivered by
[insert tenderer's full name] in the
presence of:

Signature of witness

Signature of party

Name of witness

Name of party

Option 2: Execution block for company incorporated under the Corporations Act.

Executed by [insert tenderer's full name,
ACN/ABN if applicable] in accordance with
Section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of director/secretary

Name of director

Name of director/secretary

**Option 3: Execution block for a partnership. A partner can execute a deed on behalf of the partnership if
it is authorised under a power of attorney.**

Signed, sealed and delivered by
[insert tenderer's full name and ACN/ABN]
under power of attorney in the presence of:

Signature of witness

Signature of attorney

Name of witness

Name of attorney

Option 4: Execution block for a natural person executing the deed in their capacity as the trustee of a trust.

Signed, sealed and delivered by
[insert tenderer's full name] acting
as trustee of the [insert name of the trust]
in the presence of:

Signature of witness

Signature of party

Name of witness

Name of party

Option 5: Execution block for a corporation executing the deed in their capacity as the trustee of a trust.

Executed by [insert tenderer's full name,
And ACN/ABN if applicable] acting as trustee
of the [insert name of the trust]
in the presence of:

Signature of director

Signature of director/secretary

Name of director

Name of director/secretary

PART 3: TENDERER'S PROPOSED CONFIDENTIAL INFORMATION

- A. The Tenderer must identify in Table 1 below any information that it will be providing during this RFT process that it considers should be protected as confidential by DFAT and provide valid reasons which satisfy each of the following criteria:
- Criterion 1: that the information to be protected must be identified in specific rather than general terms;
 - Criterion 2: that the information must be reasonably perceived as of being of a confidential nature;
 - Criterion 3: that disclosure would be likely to cause detriment to the Contractor or other third party; and
 - Criterion 4: that the information was provided under an understanding that it would remain confidential.
- B. Further information on the above criteria can be found in the publication 'Confidentiality Throughout the Procurement Cycle' available at:
<https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>
- C. Procurement information should not be classified as confidential unless there is a sound reason informed by legal principle, to maintain the confidentiality of the information.
- D. If no information is to be treated as confidential, indicate by entering "None at this time" in Table 1 below.
- E. DFAT will make the final determination of whether content is confidential or not.

Commented [A23]: CONFIDENTIAL INFORMATION

Tenderers should familiarise themselves with "Confidentiality Throughout the Procurement Cycle" at the link provided when considering areas of confidentiality listed in the response.

Table 1: Confidential Information

Tender Information	Reason(s) why this information should be protected as Confidential Information
	Proposed Period of Confidentiality
[Specific tender information]	[Reason(s)] [Period of Confidentiality]
á [Tenderers to insert additional rows as required]	

* Please note that confidential information will also be covered under the existing **Confidentiality Clause 12 of the Standard Contract Conditions**.

* Any proposed Specified Confidential Information must not impede DFAT's rights of ownership and usage of Project Material/Data/Reports under the Contract or hinder in any manner of compliance with Confidentiality, Audit, Policy and Law.

* All evaluation/strategic review/design documents, annual plan, annual report, and handover plans should be 'released in full' with no redactions unless agreed with DFAT that the information is to be annexed to any documentation so it can be easily redacted.

PART 4: TENDERER'S NON-COMPLIANCE WITH DRAFT CONTRACT

Commented [A24]: NON COMPLIANCE WITH DRAFT CONTRACT
Tenderers should carefully read the draft contract and the requirements in this section for detailing non/partial compliance and proposed wording changes.

Table 4A

Tenderers must list any non-compliance with the draft contract in Table 4A below. The extent of non-compliance will be a factor in the procurement evaluation process.

Tenderers will be assessed as being compliant with the draft contract unless the Tenderer declares otherwise in Table 4A.

Table 4B

Tenderers may propose alternate wording for draft contract clauses in Table 4B below. DFAT is not obliged to accept these and they will be subject to negotiations. The tenderer is assumed to be compliant with the matter listed in Table 4B with no adjusted wording unless the matter is also listed in Table 4A.

Any additional cost or risk that compliance with those variations or additions will impose on the Commonwealth may be taken into consideration in evaluation.

Commented [A25]: NON COMPLIANCE CLAUSES
DFAT may not agree to a Tenderer's proposed changes to clauses. Any clauses identified here for a tender process are negotiated on a tender by tender basis.

Agreement on a particular clause in a contract does not set a precedent for future tenders/contracts.

Any clauses that are not identified in this section at the time of submission for proposed changes will not be included in negotiations and will only be considered at DFAT's discretion.

Table 4A: Tenderer's non-compliance with the draft contract

Clause/Schedule/Attachment	Details of non-compliance
Tenderers to insert additional rows as required	

Table 4B: Tenderer's proposed alternate wording

Clause/Schedule /Attachment	Details of proposed alternate wording
Tenderers to insert additional rows as required	

Instructions for completing the Contract Compliance Statement

"Compliant" means:

- in the case of a clause which is of an informative nature only, the clause has been read and understood.
- in the case of a clause which imposes a contractual condition, that the condition is agreed; and
- in the case of a clause which directs that an action be taken, that this has occurred/will occur.

In completing this Compliance Statement, the items should be in the order in which the clauses appear in the Draft Contract and refer to the relevant clause number, Schedule or Attachment.

"Not Compliant" means:

- i. in the case of a clause which imposes a contractual condition, that the Tenderer does not agree with that condition; and
- ii. in the case of a clause which directs that an action be taken, that this has not occurred/will not occur.

Tenderers should provide specific reasons for non-compliance with the clause.

Tenderers must note that indicating 'Not Compliant' or proposing alternate wording with conditions of the draft contract, **will not constitute DFAT's acceptance** of the tenderer's proposed non-compliance or clause changes. Any suggested changes to the standard contract conditions will only be considered by DFAT during contract negotiations. The extent of non-compliance will be a factor in the procurement evaluation process. Any additional cost or risk that proposed alternate wording imposes on the Commonwealth may be taken into consideration in evaluation.

PART 5: VALID AND SATISFACTORY STATEMENT OF TAX RECORD

NOTE TO TENDERERS (Delete this box before submitting your Tender)

In line with the Commonwealth's Shadow Economy Procurement Connected Policy, all tenderer's must provide a Valid and Satisfactory Statement of Tax Record as part of their submission (see: <https://treasury.gov.au/policy-topics/economy/shadow-economy/procurement-connected-policy>).

You must also hold (but do not need to provide, unless required by DFAT) a Valid and Satisfactory Statement of Tax Record for any first tier subcontractor/s that your response proposes to engage to deliver goods or services with an estimated value of \$4 million or more (GST inclusive).

You can find more information on Statements of Tax Record, and how to obtain them, here: <https://www.ato.gov.au/about-ato/ato-tenders-and-procurement/statement-of-tax-record>.

<Insert copy of your Valid and Satisfactory Statement of Tax Record here or alternatively, attach to your tender separately.>

Commented [A26]: STATEMENT OF TAX RECORD

Tenderers must familiarise themselves with the requirements of the Shadow Economy Procurement Connected Policy. This includes foreign organisations who are applying as Lead Tenderers, as they will still have to contact the Australian Tax Office (see the link below) to obtain a Valid Satisfactory Statement of Tax Record, even if they do not have any tax obligations in Australia.

PART 6: TENDERER'S MODERN SLAVERY QUESTIONNAIRE

Commented [A27]: MODERN SLAVERY QUESTIONNAIRE

DFAT will conduct an assessment on the potential for modern slavery risks in the procurement as defined under the *Modern Slavery Act 2018* (Cth)

After the assessment, Tenderers may be required to complete the Modern Slavery Supplier Questionnaire as part of the RFT.

The questionnaire is a tool to assist DFAT to assess a Tenderer's policies and practices to identify, assess and mitigate modern slavery risks in their supply chains and operations.

There may be additional clauses included in the draft contract and also in the evaluation criteria to address the modern slavery requirements.

ATTACHMENT 2: DRAFT CONTRACT

The Draft contract will be attached separately when published on AusTender.

ATTACHMENT 3: STATEMENT OF REQUIREMENTS

Often the Statement of Requirements is a stand-alone document when published, or it may be inserted into the draft contract