



Australian Government  
Department of Foreign Affairs and Trade



EXAMPLE ONLY  
NOT FOR USE

# REQUEST FOR TENDER

## DFAT-000 ACRONYM

## AGREEMENT TITLE

21 August 2025

### Commented [A1]: APPROACH TO MARKET TENDER ID NUMBER

This will be the Tender's DFAT ID number. Each tender has its own number and will be represented in all documentation and also on AusTender when the tender is released.

This number starts from the Request for Expression of Interest (RFEI) Step 1 (if a 2 Step process) and will continue through to the Request for Tender (RFT) Step 2, however will include a letter, normally A.

If a 1 Step RFT, there will be no number.

### Commented [A2]: PUBLISH DATE

This will be the date the RFT is published on AusTender.

## 1. OUR REQUIREMENTS AND TIMELINE

Please email any procurement questions to: [tender-ACRONYM@dfat.gov.au](mailto:tender-ACRONYM@dfat.gov.au). The Department of Foreign Affairs and Trade will not respond to questions submitted in any other manner. Contacting the Department in another manner may be inconsistent with statements in respondent's Deed Poll.

| Timeline   | Date   |
|--|--|
| DFAT issues request for tender on AusTender  | Day DD MMM YYYY<br>i.e. Thursday 2 October 2020    |
| Last date for potential tenderers to ask questions of DFAT   | Day DD MMM YYYY                                    |
| Last date for DFAT to reply to questions   | Day DD MMM YYYY                                    |
| <b>Closing Time.</b> Last date for organisations to submit a tender ( <b>must be submitted via AusTender</b> ) | Time (Canberra, ACT local time)<br>Day DD MMM YYYY |
| <b>Evaluation (**indicative)</b>   |  |
| Conformity assessment  | early/mid/late MMM YYYY                            |
| Evaluation of tenders  | early/mid/late MMM YYYY                            |
| Notification of outcome  | early/mid/late MMM YYYY                            |
| <b>Next Steps (**indicative)</b>   |  |
| Contract negotiations and start of services  | early/mid/late MMM YYYY                            |

All times are local time in Canberra, Australia. DFAT reserves the right to alter the timeline.

### Commented [A3]: TIMELINE

It is the Tenderer's responsibility to be aware of the timeline that has been set for the relevant tender they are applying for and ensure they meet the timelines for their questions and responses to be considered.

### Commented [A4]: TENDER MAIL BOX

This is the tender specific mail box. It is the Tenderer's only form of contact with DFAT in regards to the relevant tender.

### Commented [A5]: ASKING QUESTIONS

DFAT will not respond to any questions outside of the date set here in the timeline.

All questions are to be sent through to the relevant Tender mailbox.

### Commented [A6]: CLOSING TIME

DFAT will not accept responses to tenders after the closing time or through any other mechanism than AusTender.

### Commented [A7]: INDICATIVE DATES

These are an indication of the intended timeline, however they may be subject to change at DFAT's discretion.

### Commented [A8]: CHANGE OF TIMELINE

These will be published via an Addendum on AusTender.

## 2. HOW TO SUBMIT A TENDER

At the conclusion of this procurement process, DFAT intends to enter into a contract with one legal entity (the Contractor) to provide the full services. The Contractor may provide the requested services by itself or supported by other organisations.

To submit a Tender you should substantially complete the schedules in Attachment 1 of this RFT:

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

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 [A9]: HOW TO SUBMIT A TENDER

Tenderers are to carefully read all of the requirements for submitting a response.

In particular, carefully read any page limits set for Tenderer Response Schedule 1B and Proposal to Deliver Services. This may change for each tender process.

### Commented [A10]: TENDER RESPONSES

These are typically the requirements for a Request for Tender.

**Tender Response Schedule 1B: The Proposal to Deliver Services.** The page limits may change for each tender (typically 20 to 30 pages). Schedule 1B is evaluated by the Evaluation Committee (EC).

DFAT may add or remove parts of the tender responses depending on the project/program.

**Tender Response Schedule 2 and Parts 1 - 6** are not evaluated by the EC, however, they are reviewed by the EC Secretariat for compliance and risk. In some circumstances non compliant responses may not proceed to evaluation.

Responses must be submitted on AusTender by the Closing Time.

### 3. A BIT ABOUT US

Our purpose is to make Australia stronger, safer and more prosperous, to provide timely and responsive consular and passport services, and to ensure a secure Australian Government presence overseas.

We seek to achieve this in one of the highest-risk global environments Australia has faced since the Second World War. Complex environmental, strategic and economic forces put at risk the long period of global order in which Australia has thrived. The temperature of geostrategic contest continues to rise and the prospect of continued peace faces significant challenges. We also face consequences from continued climate change. Communities all around the world are feeling the impacts, including here in Australia and in the Pacific at large.

How Australia responds to these challenges will have a profound impact on our nation and the future of our region. The department's ability to successfully navigate these challenges will require targeted investment in our culture, capabilities and performance, and trusted, resilient international partnerships.

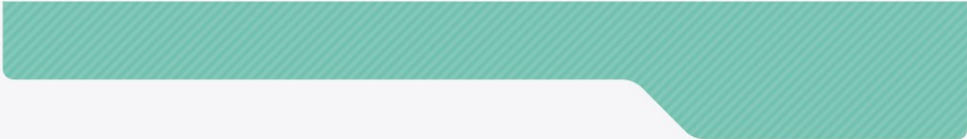
More than ever, diplomacy has a critical role supporting Australia's security and prosperity in the region, and the world. DFAT works to help government understand the risks and opportunities at play, identifying how government can bolster multilateral, bilateral and regional relationships to achieve the outcomes we seek.

Across the Indo-Pacific, countries face growing and compounding challenges brought on from climate change, conflict and fragility, uneven development and risks of disaster. Humanitarian assistance needs are growing. Demographic and technological changes present opportunities, but also challenge existing models of development. Developing countries, especially their most marginalised communities, often bear the greatest costs of change. Southeast Asia is at the centre of strategic competition, and presents economic opportunities for Australia with the clean energy transition critical to the region's future.

**[Keep this paragraph for Pacific procurements only]** In the Pacific, these issues are magnified and further exacerbated by local challenges, including food insecurity, high debt burden and increasingly severe weather events. Our work is supporting a united and cohesive region, including by aligning our work to the priorities articulated in the 2050 Strategy for the Blue Pacific Continent and by building genuine and respectful relationships. We take a whole-of-nation approach, recognising the breadth of our shared interests and the challenges we face in the Pacific – none greater than the threat of climate change. We are focused on ensuring the Blue Pacific remains peaceful, prosperous and equipped to respond to the challenges of our time. Through our enhanced support for the Pacific Islands Forum, we are building a stronger and more united Pacific.

Climate change is the greatest shared threat to all countries. It is disrupting trade, causing water, energy and food shortages, and placing pressures on governments and communities as they respond to increasingly frequent and intense disasters. Australia's Pacific Island neighbours feel this acutely, where the growing effects of climate change and continued social inequality are dampening opportunities, especially for the young.

Our International Development Policy, released in August 2023, outlines our place within a dynamic region. With most of our nearest neighbours being developing countries, it is in Australia's interest to advance a peaceful, stable, and prosperous region. Australia's development program is effective and having real impact. It is making a significant contribution to the development aspirations of our partners and neighbours as we work together to achieve the Sustainable Development Goals.



However, development of the Indo-Pacific is uneven and income inequality remains entrenched. Southeast Asia has recovered well from COVID-19 economic shocks and has seen a steady decline in poverty. The Pacific has improved adult literacy rates and life expectancy. The region remains vulnerable to poor governance and economic shocks from crises and natural disasters.

Reflected in the Indo-Pacific are global challenges, including persistent poverty (600 million people will live in extreme poverty in 2030), acute food security, malnutrition, increasing debt distress or high debt risk in most developing countries, and increasing displacement due to war, violence, persecution and climate change.

As always, women, girls, people with disabilities and other at-risk members of society continue to suffer the most. We work with partners in government, civil society and the private sector to improve inclusion of the most vulnerable, including addressing gender equality, disability equity and rights and LGBTQIA+ equality.

DFAT will continue to lead the government's efforts to support our neighbours in times of crisis. In our region we invest in local capabilities for disaster risk reduction and preparedness to build resilience. We also support each other during times of disaster. We work globally too – it is in Australia's interest to support humanitarian response efforts where needs are most acute and to strengthen the multilateral humanitarian system.

We are deeply committed to projecting Australia's diversity in all its aspects, including our extraordinary First Nations heritage. We are implementing a First Nations approach to foreign policy that projects Australia's shared and full identity: our modern diversity and the rich heritage of First Nations people. In recognition of this, and of the rich First Nations heritage around the world, the government has for the first time dedicated First Nations representation in its international engagement through the role of the Ambassador for First Nations people.

**[Keep this paragraph for Pacific procurements only]** The rich and diverse culture of First Nations Australians resonates deeply with a diverse range of Pacific cultures. Recognising these unique cultural bonds within the Blue Pacific, DFAT has established connections between Australia's First Nations people, local communities and senior representatives of Pacific governments.

We are committed to the multilateral system and active engagement in global and regional institutions, including our deep ties to the Association of Southeast Asian Nations and Pacific Island Forums. We continue to work within the United Nations and the World Trade Organization in pursuit of Australian objectives and global stability. And we foster those relationships, including through the Quad and AUKUS, that are committed to regional security.

Integrity is at the centre of the Australian Public Service (APS) agenda. Integrity is also at the core of our values, our work and our commitment to delivering the best outcomes for Australia. We commit to the highest standards of integrity by upholding the APS Values. We expect a high level of professionalism from our staff, including to adhere to the APS Code of Conduct. We also have zero tolerance to inaction on fraud and corruption. We expect the same of our delivery partners and for you to comply with and advocate for the expectations in the Commonwealth Supplier Code of Conduct.

## 4. A BIT ABOUT THE PROJECT

**Commented [A11]: A BIT ABOUT THE PROJECT**

**2 Step tender process.**

**Step 1 Request for Expression of Interest** - information will be provided here about the project.

**Step 2 Request for Tender** - unless there is additional information to be provided from Step 1 RFEI, the information here will be removed as shortlisted Tenderers already have this information.

**1 Step Request for Tender process** -

the relevant information about the project will be included, which could include links to reports, reviews and Investment Design Documents etc.



## 5. HOW THE PROCESS WILL WORK

We are calling for organisations to submit a Tender to manage this project.

~~[Delete if this is a one step procurement]~~ Only organisations shortlisted in the Request for Expression of Interest have been invited to respond to this Request for Tender to manage the project. The shortlisted organisations and their points of contact are available on our Pipeline: <https://www.dfat.gov.au/about-us/business-opportunities/Pages/aid-procurement-pipeline>

### BRIEFING

A briefing will be held at **X:XX am/pm Day, DD Month Year via Microsoft Teams**.

**Insert MS Teams details**

Attendance at the briefing is optional.

All times are local time in Canberra, Australia. DFAT reserves the right to alter the timeline.

## OTHER PARTS OF THE PROCUREMENT PROCESS

### DUE DILIGENCE

If you submit a Tender, DFAT may undertake due diligence on your organisation. As a condition of this request for Tender you agree that if asked, you will provide detail in the following areas:

- Company Ownership Structure and Facilities;
- Staff structure and capabilities;
- Financial Information (including annual accounts);
- Details of insurance required under the draft contract (including indemnity levels, public liability, travel);
- Referees; and
- Other information as relevant.

At their own cost, Tenderers will be expected to provide reasonable assistance to DFAT regarding any security, probity and financial investigations and procedures, including supplying further information to DFAT on request. Tenderers must provide DFAT with any information concerning the Tenderer or its Tender, if so requested. Failure to do so may result in the Tender not being assessed further.

### STATEMENTS OF TAX RECORD

As part of your response, you must provide a Valid and Satisfactory Statement of Tax Record. You must also hold 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>.

### CLARIFICATION

DFAT may, at any time during the procurement process, seek clarification from and enter into discussions with any or all of the tenderers in relation to their tender.

#### Commented [A12]: IF A 1 STEP PROCUREMENT

Tenderers please note - if it is only a 1 Step Request for Tender process, the information in this paragraph will be removed.

#### Commented [A13]: BRIEFING

It is not standard practice for DFAT to hold briefings as part of Step 2 RFT in a 2 Step Tender process.

In a 1 Step RFT process, DFAT may hold a briefing.

If there is to be a briefing, all the information will be contained here, or in an Addenda to the RFT on AusTender.

In addition, please monitor the DFAT Business Notifications page on the DFAT website for any program briefings that would be beneficial for future opportunities, including those that have not been released to market.

[Business opportunities | Australian Government Department of Foreign Affairs and Trade](#)

#### Commented [A14]: DUE DILIGENCE

At any stage during the process, DFAT may conduct due diligence on a Tenderer in the areas provided in this section.

Due Diligence will be conducted on a preferred Tenderer and/or other preferred Tenderers in the process. This will happen in parallel with contract negotiations. A contract will not be signed until the Due Diligence assessment is completed and meets DFAT's requirements.

#### Commented [A15]: STATEMENT OF TAX RECORD

Tenderers should familiarise themselves with the requirements for obtaining a Valid and Satisfactory Statement of Tax Record via the Australian Tax Office (link provided in this section).

Tenderers will also have to declare as part of Tenderer's Declaration Part 5 that they hold a Valid and Satisfactory Statement of Tax Record for their organisation and any first tier subcontractor.

#### FOREIGN ORGANISATIONS

Foreign organisations must be familiar with the requirements of obtaining a Statement of Tax Record, if intending to respond as a lead organisation. Foreign organisations will still need to contact the Australian Tax Office to apply for a Valid and Satisfactory Statement of Tax Record to submit with their response, even if there are no tax implications in Australia.

This also applies if foreign organisations are entering into a subcontracting arrangement with a lead Tenderer with an estimated value of \$4 million or more (GST inclusive).

## QUESTIONS

You can ask DFAT questions up to the date nominated in Our Requirements and Timeline. If you have any questions about this tender process, please email us at the address provided in Our Requirements and Timeline. DFAT will not respond to questions submitted in any other manner. Contacting the Department in another manner may be inconsistent with statements in the respondent's Deed Poll.

## CHANGES TO OUR PROCESS/NOTIFICATIONS

Any changes to this RFT and/or the provision of additional information will be posted to AusTender. AusTender will automatically notify the email addresses used to download this document from AusTender when we post addenda to the RFT.

## TENDER LODGEMENT

Responses **must be lodged on AusTender by the Closing Time**. Any Tender lodged after the Closing Time is a late Tender and will not be considered by DFAT.

If you have any technical difficulties when lodging your response, please contact AusTender:

**Telephone (if calling in Australia):** 1300 651 698

**International:** +61 2 6215 1558

**Email:** [tenders@finance.gov.au](mailto:tenders@finance.gov.au)

## TENDER CONFORMITY AND EVALUATION

We intend to contract based on the draft contract attached to this RFT. By submitting a Tender, a Tenderer agrees to the draft contract. Any non-compliance with the draft contract must be documented in **Tenderers' Response Schedule 2 OR 3 – Part 4, Tenderer's Non-Compliance with Draft Contract** and this forms part of the tender evaluation. DFAT will not consider any further proposed changes to the draft contract by the Tenderer including during negotiations.

## CONFORMITY AND COMPLIANCE SCREENING

We will undertake conformity and compliance screening of tenders received to ensure they comply with the **Minimum Content and Format Requirements**. Tenders that do not comply will be excluded and not evaluated.

## TENDER EVALUATION

We will evaluate tenders to identify the tender which we consider can provide the services in a manner that achieves best value for money. The evaluation will be based on the **Tenderer Response Schedules**.

Evaluation criteria are not weighted or listed in any order of importance.

**Interviews will not be required as part of the evaluation.**

We may convene an Evaluation Committee to undertake the value for money evaluation of the Tenderer Response Schedules and any other relevant information. The committee could be DFAT representatives, representatives of the Partner Government(s), and/or externally engaged experts, at DFAT's sole discretion.

In conducting the evaluation, we may take into consideration past performance including, but not limited to, referee reports, performance information, and any other relevant information.

### Commented [A16]: TENDER LODGEMENT - IMPORTANT

It is a Tenderer's responsibility to ensure they submit their response within the Closing Time relevant to the tender.

If Tenderers submit a test response to ensure submission, and then a final response, mark these submissions as such. DFAT will only accept the last response submitted.

**DFAT will not accept late submissions or responses to the DFAT tender mailbox.**

### TECHNICAL DIFFICULTIES WITH YOUR RESPONSE

Please ensure you contact AusTender well ahead of Closing Time if you are experiencing technical difficulties with your submission.

DFAT can not assist with any technical difficulties in relation to AusTender.

### Commented [A17]: VALUE FOR MONEY

Tenderers should familiarise themselves with the Commonwealth Procurement Rules Chapter 4 Value for Money when they are considering "what constitutes Value for Money" in their response.

The link to the CPRs is below. These are updated regularly by the Department of Finance and Tenderers should ensure they are referring to the most up to date version on the department's website.

[Commonwealth Procurement Rules 2024](#)

### Commented [A18]: INTERVIEWS

DFAT do not ordinarily conduct interviews for our tender processes. In the event that this would be a requirement, information will be updated in this document accordingly and Tenderers will be notified.



At any stage, we may seek clarification of any delivery, commercial, risk or other matter associated with the Tender or Tenderer. We may seek a Best and Final Offer in respect of the offer provided by each Tenderer.

The evaluation outcome will go to a DFAT Delegate for decision. The DFAT Delegate is not bound to accept the Evaluation Committee's recommendation and may direct that further action be taken, in accordance with this RFT. DFAT is not bound to accept the lowest priced, lowest risk, or any Tender.

DFAT may enter into parallel negotiations with Preferred Tenderers. DFAT retains the right to pause or end negotiations with one Tenderer and commence with another(s) in parallel or otherwise. Without limiting DFAT's rights, during contract negotiations, DFAT may request a Tenderer to improve or consolidate any aspect of a Tender; request a Tenderer to provide revised pricing to reflect negotiation outcomes (including submitting a best and final offer); reject a Tenderer's Tender, discontinue negotiations with that Tenderer and/or re-enter negotiations with other Tenderers (including or excluding the Preferred Tenderer); reject a Tender if in DFAT's opinion the Tenderer is not negotiating in good faith; and take into account the outcome of negotiations in finalising the evaluation of Tenders and in making a selection decision. In negotiations DFAT may inform preferred tenderers that the delivery or pricing assumptions they have made may not be accepted by DFAT and may advise them to adjust or remove those assumptions as part of negotiations and the value for money evaluation.

In writing the Tenderer Response Schedules, tenderers are encouraged to write about their relevant experience and how they have drawn on that experience to select the solutions that they are offering to DFAT to implement the Services. Where 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**.

## MINIMUM CONTENT AND FORMAT REQUIREMENTS

DFAT will only accept tenders that meet the following minimum standards:

– Insert details of Standards or 'Not applicable'. This could be.....

DFAT will exclude a tender from further consideration if DFAT considers that the tender does not comply with any one or more of the following requirements:

- The Tender is written in English and in a font that is readable when printed in low resolution black and white;
- All measurements are in Australian legal units of measurement unless otherwise specified;
- The Tenderer agrees to contract as a single legal entity;
- The tender includes substantially completed Tenderer Response Schedules 1, 2 in PDF or Microsoft Word ;
- The Tender is within the specified page limits and does not include links to websites in order to provide additional information ;
- Tenders are submitted via AusTender ([www.tenders.gov.au](http://www.tenders.gov.au)) by the closing date;

### Commented [A19]: MINIMUM CONTENT AND FORMAT REQUIREMENTS

There may be varying requirements included in here depending on the nature of the procurement.

Tenderers must carefully read these requirements to ensure their response conforms and can therefore be evaluated.

- The tenderer confirms its capacity to Tender and that there is no restriction under any relevant law to prevent it from Tendering or entering into a contract with DFAT, if invited to do so, and its Tenderer's Declaration as part of its Tender is accurate and not misleading in anyway;
- The Tenderer is not named as not complying with *Australia's Workplace Gender Equality Act 2012* (Cth);
- The Tenderer must provide all Valid and Satisfactory Statements of Tax Record relevant to the tenderer's entity type, and must hold a Valid and Satisfactory Statement of Tax Record for any relevant first tier subcontractor/s 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).
- The Tenderer, and any subcontractor known at the time of Tender, is not listed on the World Bank Listing of Ineligible Firms and Individuals, the Asian Development Bank Sanctions List, the Attorney General's Department List of Terrorist organisations, or DFAT consolidated list or any similar List of a development donor or government or be the subject of an informal investigation or temporary suspension which could lead the Tenderer, or subcontractor, becoming so listed;
- The Tenderer, and any relevant subcontractor known at the time of Tender, is not subject to an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of any workplace relations law, work health and safety law, or workers' compensation law, or if the Tenderer is subject, that the Tenderer has fully complied, or is fully complying with the Court or Tribunal order; and
- The Tenderer, and any relevant subcontractor known at the time of Tender, complies with *Australia's Modern Slavery Act 2018* (Cth). Tenderers, and any relevant subcontractor known at the time of Tender, must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods and/or Services.

## 6. GLOSSARY OF TERMS

| Term                      | Definition  |
|---------------------------|---|
| ACT                       | Australian Capital Territory  |
| Addendum (or Addenda)     | Information, clarification or amendment of this RFT or answers to Tenderer questions published by DFAT on the AusTender website at <a href="http://www.tenders.gov.au">www.tenders.gov.au</a>   |
| AusTender                 | Commonwealth Government business opportunities website <a href="http://www.tenders.gov.au">www.tenders.gov.au</a>   |
| Business Day              | Any day that is not a Saturday, Sunday, public holiday or bank holiday in Canberra, Australia.  |
| Closing Time              | The closing time and date for lodgement of Tenders under this RFT as listed in the RFT. The Closing Time is Canberra local time unless specified otherwise.   |
| Conflict of Interest      | A situation in which a Tenderer, its Personnel or Referees have a private interest which may or do improperly influence the performance of their duties and responsibilities. Conflicts of interest can arise in relation to financial interests such as shareholdings, employment opportunities, real estate and trusts, as well as private interests such as relationships and other interests that can conflict with duties and responsibilities. Conflicts can include not only the interests of individual employees and contractors, but also the interests of their immediate family (such as spouses, children or other dependents) and the interests of their business partners or associates. Further information is online in DFAT's Ethics, Integrity and Professional Standards Policy Manual. |
| Contact Mailbox           | The only contact point for all enquiries regarding this RFT.  |
| CPRs                      | The Commonwealth Procurement Rules.   |
| Department                | The Commonwealth of Australia, represented by the Department of Foreign Affairs and Trade.  |
| DFAT                      | The Department of Foreign Affairs and Trade.  |
| Draft Contract            | The document located at <b>Attachment 2</b> of this RFT.  |
| Evaluation Committee (EC) | The Committee appointed by DFAT to evaluate Tenders against the Evaluation Criteria for this RFT.   |
| Evaluation Criteria       | The evaluation criteria against which Tenders will be evaluated as outlined in Attachment 1: Tenderer Response Forms.   |

| Term   | Definition  |
|--|---|
| <b>Former DFAT Employee</b>                        | <p>Upon termination of employment, former DFAT officers are restricted from working on or advising in relation to a contract or grant agreement to which DFAT is, or is proposed to be, a party and</p> <ul style="list-style-type: none"> <li>• in which they were substantially involved in the design, preparation, appraisal, review, and or daily management while at DFAT; or</li> <li>• which substantially involves any employee of DFAT with whom they had significant contact or connection in the course of their employment within the 12 months prior to their separation from DFAT,</li> </ul> <p>for a period of nine (9) months after their separation from DFAT, unless DFAT's Chief People Officer has approved the engagement.</p> |
| <b>GST</b>   | A Goods and Services Tax levied on the supply of Goods and Services under the <i>A New Tax System (Goods and Services) Tax Act 1999</i> (Cth).  |
| <b>Minimum Content and Format Requirements</b>     | The minimum requirements that a Tender must meet for it to be considered for evaluation.  |
| <b>Preferred Tenderer(s)</b>                       | The Tenderer(s) selected by DFAT to enter into a negotiation for the Contract for the provision of the Services described in this RFT.  |
| <b>Request for Tender (RFT)</b>                    | This document and any Attachments and Schedules, together with any Addenda to this RFT issued by DFAT and published on the AusTender website.   |
| <b>RFT Dates and Times</b>                         | The dates and times specified on the first page of this RFT.  |
| <b>Relevant Employer</b>                           | Has the meaning given to the term in the <i>Workplace Gender Equality Act 2012</i> (Cth) ('WGE Act').   |
| <b>Relevant List</b>                               | Any similar list to the World Bank List maintained by any other donor of development funding.   |
| <b>Services</b>                                    | The Services required by DFAT to be provided under the terms and conditions of any resultant Contract and described in <b>Attachment 3 Statement of Requirements</b> .  |
| <b>Shadow Economy Procurement Connected Policy</b> | means the <i>Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines October 2024</i> available at <a href="https://treasury.gov.au/publication/p2019- t369466">https://treasury.gov.au/publication/p2019- t369466</a> .   |
| <b>Standard</b>                                    | A document approved by a recognised body such as Standards Australia, the International Organisation for Standardisation, the International Electrotechnical Commission or the International Telecommunication Union, that provides, for common and repeated use, rules, guidelines or characteristics for goods or services, or related processes and production methods, with which compliance is not mandatory, unless the goods or services are subject to regulation by government.  |

| Term                                     | Definition   |
|--|--|
| <b>Statement of Requirements ('SOR')</b> | The detailed requirements of DFAT for the provision of the Services as described in the Draft Contract.  |
| <b>Statement of Tax Record</b>           | A statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at: <a href="http://www.ato.gov.au/Business/Bus/Statement-of-tax-record">www.ato.gov.au/Business/Bus/Statement-of-tax-record</a> |
| <b>Tender</b>                            | A Tenderer response submitted to this RFT.   |
| <b>Tenderer</b>                          | A person or entity that submits a Tender in response to this RFT.  |
| <b>Value for Money</b>                   | Financial and non-financial costs and benefits to the Commonwealth associated with the Services and includes the factors set out in the Tenderer Response Forms in this RFT.   |
| <b>World Bank List</b>                   | A list of organisations maintained by the World Bank in its "Listing of Ineligible Firms and Individuals".   |



## 7. MATTERS CONCERNING RFT RESPONSE

### Commented [A20]: MATTERS CONCERNING RFT RESPONSE

It is the Tenderer's responsibility to read the Terms and Conditions in this section carefully.

### 7.1. Interpretation

To the extent permitted by law, no binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual, or restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between DFAT and a Tenderer unless and until a contract is signed by DFAT and a successful Tenderer.

### 7.2. Language and measurement

Any response, including all attachments and supporting documentation, is to be written in English.

All measurements are to be expressed in Australian legal units of measurement unless otherwise specified in this RFT.

### 7.3. Tenderers to inform themselves

DFAT makes no representations or warranties that the information in this RFT or any information communicated or provided to Tenderers during the RFT process is, or will be, accurate, current or complete.

Tenderers are responsible for:

- a. examining this RFT, any documents referenced in or attached to this RFT and any other information made available by DFAT in connection with the RFT;
- b. obtaining and examining all information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Tenders; and
- c. satisfying themselves as to the accuracy and completeness of their responses including their indicative prices (if requested).

Tenderers prepare and lodge a response based on the Tenderers' acknowledgment and agreement that they:

- a. do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than as expressly stated by DFAT in writing;
- b. have relied entirely upon their own inquiries and inspection in respect of the subject of their response;
- c. are aware of the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) and Division 137 of the Schedule in the Criminal Code Act

1995 (Cth) under which giving false or misleading information is a serious offence; and

- d. are aware of the impact of the Auditor-General Act 1997 (Cth) on its participation in the RFT and any subsequent procurement process.

### 7.4. Responsibility for response costs

The Tenderer's participation in any stage of the RFT process, or in relation to any matter concerning the RFT, is at the Tenderer's sole risk, cost and expense. DFAT will not be responsible for any costs or expenses incurred by any Tenderer in preparation or lodgement of a Tender or taking part in the RFT process.

### 7.5. Unintentional errors of form

If DFAT considers that there are unintentional errors of form in a Tender, DFAT may request the Tenderer to correct or clarify the error but will not permit any material alteration or addition to the Tender.

### 7.6. Use of Tender documents

All Tender documents submitted in response to this RFT become the property of DFAT and DFAT may use, retain and copy the information contained in those documents for the purposes of:

- a. evaluation, shortlisting and selection of any response to this RFT and the preparation and conduct of any procurement process subsequent to this RFT;
- b. verifying the currency, consistency and adequacy of information provided under any other procurement process conducted by DFAT; and
- c. the development of any other procurement process conducted by DFAT.

DFAT may disclose all or part of the Tender documents to a third party for the purposes of assisting DFAT in the conduct of the RFT process for the purposes contained in this clause 7.6. DFAT may obtain appropriate confidentiality undertakings from the third party prior to disclosure.

Nothing in clause 7.6 affects the ownership of the IP in the information contained in the response documents.

### 7.7. Joint responses

Without limiting DFAT's rights, if DFAT were to contract at the conclusion of this procurement process, its intention is to enter into a contract with a single legal entity that will be the party responsible for the performance of the contract.

### 7.8. RFT evaluation

Tenders will be evaluated on the basis of likelihood to result in best Value for Money consistent with Commonwealth and DFAT policies, set out in the Tenderer Response Forms in this Request for Tender.

In considering Tenders, DFAT may:

- a. consider additional information related to any evaluation criteria;
- b. use material submitted in response to one evaluation criterion in the evaluation of other criteria; or
- c. subject to any of its Intellectual Property and confidentiality obligations, use material submitted by the Tenderer in other procurement processes conducted by DFAT for purposes consistent with the procurement.

DFAT may exclude Tenders which are incomplete or clearly non-competitive from consideration at any time.

If a Tenderer is found to have made a false, misleading or deceptive claim or statement in its response, DFAT may exclude the Tender from further consideration.

### 7.9. Additional Material

Tenderers should not provide any pages additional to the page limit as part of the Tender Response Schedules. Additional pages will be deleted and not evaluated.

Tenderers should not provide additional material of any kind such as cover pages, tables of content, acronym pages, brochures, letters, summaries, photographs or promotional material – such material will be deleted and not evaluated.

Tenders that include additional pages or material, or material that is not readable, may be considered non-conforming, and as such the Tender will not be evaluated.

### 7.10. Termination, suspension or deferral of RFT process

Without limiting its other rights under this RFT or at law or otherwise, DFAT may suspend, defer or terminate this RFT process or not proceed with any further procurement process where DFAT determines that:

- a. it is in the public interest to do so; or

- b. no Tender meets the Minimum Content and Format requirements (if any) specified in the RFT; or
- c. DFAT is required by law to do so,

and DFAT will notify Tenderers to this effect.

### 7.11. Privacy, Disclosure and Confidentiality

In accordance with the paragraphs on Treatment of confidential information in the CPRs, DFAT will treat any information provided by the Tenderer prior to the award of any resultant Contract (other than information in the public domain) as confidential.

Once a contract has been awarded to a Tenderer, DFAT will not keep information provided by that Tenderer confidential, unless:

- a. the Tenderer requests specific information which it considers should be kept confidential in Table 1 (Confidential Information) at Tender Response Statement C;
- b. the specific information is by its nature confidential or is personal information under the *Privacy Act 1988* (Cth); and
- c. DFAT agrees to that request or is otherwise bound by law not to disclose the information.

DFAT will also consider whether confidentiality is supported by the underpinning principles of Commonwealth procurement such as Value for Money, accountability and transparency.

DFAT may disclose:

- a. details of Commonwealth contracts with an estimated value of AUD10,000 (GST inclusive) or more, and standing offers on AusTender;
- b. Commonwealth contracts and contract information to the responsible Minister, to a House or a Committee of the Parliament of the Commonwealth of Australia, to the Australian National Audit Office, to the Commonwealth Ombudsman or any other body as authorised or required by law to enable them to carry out their functions; and
- c. information collected from Tenderers in accordance with the Privacy Act including disclosure to EC members and/or Commonwealth Government departments and agencies to facilitate Tender evaluation.

### 7.12. Ambiguities, Discrepancies, Inconsistencies, Errors or Omissions

DFAT does not and will not accept responsibility for any misunderstanding arising from failure by a Tenderer to comply with the requirements set out in this RFT, or arising

from any ambiguity, discrepancy, inconsistency, error or omission contained in a Tender.

### 7.13. Conflict of Interest

Tenderers must notify DFAT immediately after becoming aware of a Real or Apparent Conflict of Interest in connection with the submission of the Tender or the provision of the Goods and/or Services described in this RFT.

If the Tenderer has or may have a Real or Apparent Conflict of Interest, DFAT may, at its discretion:

- a. exclude the Tender from further consideration.
- b. enter into discussions to seek to resolve the conflict of interest; or
- c. take any other action it considers appropriate.

### 7.14. Unlawful Inducements

Tenderers, their officers, employees, contractors, subcontractors, agents and advisers must not violate any applicable laws or Commonwealth policies in relation to unlawful inducements in connection with the preparation of a Tender or participation in this RFT process. Submission of the Tender by the Tenderer constitutes a warranty by the Tenderer in this regard.

If a Tenderer is found to have violated any applicable laws or Commonwealth policies regarding the offering of inducements connected with the preparation of its Tender or its participation in this RFT process, DFAT may remove the Tender from further consideration.

Tenderers must not seek information on the procurement or procurement evaluation from any individuals or companies involved in the procurement or its evaluation during the evaluation or any time after the evaluation, except consistent with debriefing. Any such contact during the procurement or its evaluation may be considered an attempt to influence the outcome of this RFT process and may result in exclusion of the Tender from further consideration.

### 7.15. Collusive Tendering and Improper Assistance

Tenderers, their officers, employees, contractors, subcontractors, agents and advisers must not engage in any collusive Tendering, anti-competitive conduct or any similar conduct with any other Tenderer or person in relation to the preparation of a Tender or participation in this RFT process.

Tenders compiled with the assistance of current DFAT employees or Former DFAT Employees will be excluded from consideration.

Tenders compiled with the assistance of current or former contractors or other individuals that have access to DFAT systems and information will be excluded from consideration.

Tenders compiled with the assistance of current Commonwealth employees will be excluded from consideration.

If a Tenderer is found to have engaged in any collusive tendering or other anti-competitive practices with any other Tenderer or any other person in the preparation of its Tender or its participation in this RFT process, DFAT may remove the Tender from further consideration.

### 7.16. False or Misleading Claims

Tenderers should be aware that giving false or misleading information to the Commonwealth is an offence under Part 7.4 of the Schedule to the *Criminal Code Act 1995* (Cth).

If a Tenderer is found to have made false or misleading claims or statements including in its Tender or to have obtained improper assistance connected with the preparation of its Tender or its participation in this RFT process, DFAT may exclude the Tender from further consideration.

### 7.17. Public Statements

Tenderers should not make any public statements or provide any information to the media or any other third party in relation to this RFT or any Contract arising out of this RFT, without the prior written approval of DFAT.

### 7.18. Referee Checks

Tenderers must provide the name and contact details of Referees, or the completed referee reports (whichever is appropriate) from referees who can attest to the performance of the Tenderer and its Personnel in the provision of services comparable to the Services within the last five years.

Tenderers must ensure that nominated Referees do not have an actual or potential Conflict of Interest and are available to be contacted within three (3) weeks of the Closing Time.

DFAT may, at its sole discretion and/or by its authorised representative, contact any referee nominated by a Tenderer in its Tender, and may seek additional written or verbal comments from that referee.

DFAT may also seek information about any Tenderer from any other source, including from within Commonwealth Government departments or agencies, whether or not the individuals or organisations contacted are nominated by the Tenderer.

## 7.19. Police Checks

Tenderer Personnel, including those who will have contact with children under any resultant Contract, may be required to provide Police Clearance Certificates.

If requested, the Tenderer is to submit a Police Clearance Certificates for all Tenderer Personnel with its Tender. These Police Clearance Certificates must comply with the requirements set out in this Clause 7.19 (a) and (b).

Within fourteen (14) days written notice from DFAT, the Preferred Tenderer should provide DFAT with original Police Clearance Certificates for Tenderer Personnel. Each Police Clearance Certificate must:

- a. be provided for each country in which the individual has lived for 12 months or longer over the last five (5) years and for the individual's country of citizenship; and
- b. be dated no earlier than twelve (12) months before the Tender Closing Time.

Tenderers should obtain consent to a criminal record check from their Tenderer Personnel and provide information on the purpose for which it will be used.

DFAT reserves the right to require the Tenderer to replace any Tenderer Personnel whose Police Clearance Certificate shows conviction of criminal offences of, or relating to, child abuse, and/or set the Tenderer's Tender aside and commence negotiations with another Tenderer. Nominated replacement Tenderer Personnel should have qualifications and experience equal to or higher than those personnel being replaced and should be acceptable to DFAT.

## 7.20. DFAT's Rights

Despite any other RFT provision, DFAT retains the right to:

- a. alter, vary or amend any part of this RFT;
- b. suspend or terminate this RFT if DFAT considers it is in the public interest to do so;
- c. seek additional information or clarification from any Tenderer, and/or provide additional information or clarification to any Tenderer;
- d. seek and/or contact any referee, whether or not nominated by the Tenderer;
- e. determine a shortlist of Tenderers at any time after the Closing Time;
- f. add or remove any Tenderer from consideration at any time after the Closing Time;

- g. in its absolute discretion conduct or engage a third party to conduct due diligence including a financial viability assessment on the Tenderer to assess the Tenderer's capacity and viability;
- h. negotiate or decline to negotiate, or discontinue negotiations with any Tenderer at any time;
- i. negotiate with one or more Tenderers including simultaneously;
- j. terminate negotiations with the Preferred Tenderer and commence negotiations with any other Tenderer (including but not limited to where required Police Clearance Certificates are not provided by the Preferred Tenderer or where the Tenderer becomes listed or is or becomes the subject of any formal or informal investigation or temporary suspension by the World Bank or similar donor of development funding);
- k. require the Preferred Tenderer to provide an Unconditional Financial Undertaking or Performance Guarantee;
- l. require the Preferred Tenderer to replace any Personnel whose Police Clearance Certificate shows conviction of criminal offences of, or relating to, child abuse where DFAT in its absolute discretion considers that the individual poses an unacceptable risk to children's safety or well-being;
- m. allow, or refuse to allow, a Preferred Tenderer to enter into any resultant Contract in the name of a different legal entity;
- n. permit any person to participate as a Tenderer in the RFT process prior to the final date for submission of Tenders;
- o. require additional information from any Tenderer;
- p. change the structure and timing of the RFT process;
- q. conduct a subsequent procurement process, and, subject to DFAT's intellectual property and non-disclosure obligations, utilise information gained in this RFT process for that purpose.

## 7.21. Complaints

Any complaints arising out of this RFT process should be made in writing to the Contact Mailbox. Complaints will be dealt with in accordance with DFAT's Guideline: Complaints Handling in Procurement.

## 7.22. Governing law

This RFT is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory. The ACT courts have non-exclusive jurisdiction to decide any matter related to this RFT.