

**REQUEST FOR TENDER (RFT) FOR**

**TITLE**

**REFERENCE NUMBER**

**PUBLISHED DD MONTH YYYY**

Please email any tender-specific questions to the Contact Officer: tendermailbox@dfat.gov.au

The Department will not respond to questions submitted in any other manner.

**RFT Dates and Times**

|  |  |  |
| --- | --- | --- |
| Tender | | |
| RFT issued | | DD MMM YYYY |
| Industry briefing (if any) | | DD MMM YYYY |
| Last date for submitting questions to DFAT | | 10am Canberra time on DD MMM YYYY |
| Last date for addenda (DFAT’s responses to questions) | | DD MMM YYYY |
| Closing date for tenders to be submitted via AusTender | | 10am Canberra time on DD MMM YYYY |
| Tender Validity Period (at least 180 days)  *<Note to DFAT drafters: If a different tender validity period is used, then the tender validity period in the tenderer deed poll must also be updated>* | | DD MMM YYYY |
| Evaluation (indicative) |  | |
| Conformity check | | DD MMM YYYY |
| Shortlisting (if any) | | DD MMM YYYY |
| Interviews (if any) | | DD MMM YYYY |
| Contract negotiation and signing (indicative) | | |
| Negotiations | | DD MMM YYYY |
| Contract signed | | DD MMM YYYY |
| Last date for debriefs (if requested) | | DD MMM YYYY |
| Contract start date (indicative) | | |
| Contract start date | | DD MMM YYYY |

[**DFAT**](http://www.ausaid.gov.au/business/publications/Charter.html) **Aid Statement of Principles**

Tenderers must comply with DFAT’s Aid Statement of Principles at <http://dfat.gov.au/about-us/publications/Pages/dfat-aid-statement-of-principles.aspx>, which underpins a partnership between DFAT and organisations contracted to DFAT to support delivery of the Australian aid program.

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RFT PART 1: SERVICES-SPECIFIC CONDITIONS OF TENDER

The lodgement requirements for this RFT are detailed below:

1. **Tender Particulars**

|  |  |
| --- | --- |
| *Lodgement* | On AusTender at <https://tenders.gov.au> |
| *AusTender Help Desk* | Telephone: 1300 651 698International: +61 2 6215 1558 Email: [tenders@finance.gov.au](mailto:tenders@finance.gov.au) |
| *Number of Copies of Tender and page limits – each Response Schedule must be in a separate file* *Tenderers should ensure Response Schedules are legible and within the indicated page limit.* | **Tenderer Response Schedule 1: Tenderer Details**One (1) electronic copy in PDF, no page limit**Tenderer Response Schedule 2: Technical Proposal** One (1) electronic copy in PDF, up to <XX> pages(note: annexes have their own page limits)**Tenderer Response Schedule 3: Commercial Proposal**One (1) electronic copy in PDF, up to <XX> pages, excluding Price Tables;One (1) electronic copy of Price Tables in Excel and One (1) electronic copy in PDF including qualifications/assumptions (no page limit); and**Tenderer Statements** One (1) electronic copy in PDF (no page limit, unless specified) |
| *Documents attached to RFT for Information* | The following documents are attached:*<****Note to DFAT drafters****: insert here list of documents that are attached to the RFT for Tenderers information – some examples of the kind of documents that might be attachments are below. If no documents insert “No documents attached”>*Design DocumentPrice Tables (in MS Excel)Other |
| *Standard(s) applicable to the Requirement**(****Clause 38*** *of Part 2 of this RFT)* | *<****Note to DFAT drafters****: where an Australian standard is applicable for goods or services being procured, the RFT must ask tenderers to demonstrate their capability to meet the Australian (or in its absence, international) standard, and contracts must contain evidence of the applicable standards (CPRs para 10.10). If no standard is applicable to the Requirement, then enter “Not applicable”>* |
| *Minimum Form and Content Requirements (****Clause 27*** *of Part 2 of this RFT)* | Tenders (including all attachments and statements) are to be written in English;All measurements are to be expressed in Australian legal units of measurement unless otherwise specified; andTenders are to include substantially completed Tender Response Schedules 1-3 and Tender Response Statements A-D in accordance with the instructions in Part 1 of this RFT.*<Note to DFAT drafters: the Minimum Form and Content Requirements specified above are standard for all DFAT procurements. They must not be deleted or amended. If necessary, you may add additional requirements.>* |
| *Conditions for Participation (****Clause 28*** *of Part 2 of this RFT)* | The Tenderer must not be named as not complying with the *Workplace Gender Equality Act 2012* (Cth);The Tenderer must not be listed on the World Bank List or any similar List maintained by a development donor or is the subject of an informal investigation or temporary suspension which could lead the Tenderer becoming so listed;The Tenderer must not be 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; andThe Tenderer agrees to contract as a single legal entity.*<****Note to DFAT drafters****: the Conditions for Participation specified above are standard for all DFAT procurements. They must not be deleted or amended. If necessary, you may add additional Conditions for Participation.>* |

1. **Services Required**
   1. The Commonwealth of Australia, represented by the Department of Foreign Affairs and Trade (‘Department’), invites Tenders for the provision of <insert RFT title>, in accordance with this Request for Tender (RFT).
   2. <Insert a short, strategic summary of the Services required, including any past phases and the key outcomes required>.
   3. A more detailed description of the Services required by the Department can be found in the Statement of Requirements in Part 3: Draft Contract.
2. **Term and Duration of Contract and Indicative Budget**
   1. The Contract arising from this RFT will have a proposed initial term and options to extend the Contract exercisable at the discretion of DFAT, as described below:

|  |  |  |
| --- | --- | --- |
| *Initial Term* | <A> years | Indicative budget of AUD $<X million (exclusive of GST)> |
| *Option Periods* | up to <B> years | Indicative budget of AUD $<Y million (exclusive of GST)> |
| *Total* | up to <C (A+B)> years | Indicative budget of AUD $<X+Y (exclusive of GST)> |

* 1. DFAT intends to contract based on the Draft Contract contained in [**Part 3**](#_RFT_PART_3:) of this RFT. By submitting a Tender, the Tenderer agrees to the Services-Specific and Standard Conditions of Tender, including the Draft Contract. Any non-compliance with the Draft Contract must be documented in[**Tenderers’** **Response Schedule, Statement D: Non Compliance with Draft Contract**](#_Tender_Response_Schedule_6).

1. **Industry Briefing**(***Note to DFAT drafters****: delete this paragraph if no industry briefing will be held. You will also need to amend the RFT cover page***)**

* 1. An industry briefing will be held at <Venue> at <Time (Time Zone)> on <Day Month Year>. Attendance at the industry briefing is optional and is not a Conditions for Participation in this RFT process. Copies of any presentations and responses to questions provided at the briefing will be provided to all Tenderers via an Addendum on Austender.
  2. Tenderers should indicate if they intend to attend the industry briefing by providing written details of the name, company and position of each person attending to the Contact Officer by <Time> (local time in Canberra) <Day Month Year>.
  3. Any information provided at the industry briefing will be provided subject to the terms and conditions of this RFT. Tenderers must not rely on a statement made at the industry briefing as amending or adding to this RFT unless confirmed in writing via an Addendum on AusTender.

1. **Conformity and Compliance Screening**

## DFAT will undertake conformity and compliance screening of Tenders received to ensure they:

* + - 1. comply with the Minimum Form and Content Requirements (**Clause 27** of **Part 2** of this RFT); and
      2. comply with the Conditions for Participation (**Clause 28** of **Part 2** of this RFT).
  1. Tenders that comply with **Clause 5.1** above will proceed to the next stage of the evaluation.

1. **Tender Evaluation**

## DFAT will evaluate Tenders to identify the Tender which it considers can provide the Services in a manner that achieves best value for money[[1]](#footnote-1).

## DFAT will convene an Evaluation Committee (EC) to undertake the value for money evaluation. Members of the EC could be DFAT representatives, representatives of the Partner Government, and/or externally engaged experts at DFAT’s sole discretion.

## DFAT will undertake an overall evaluation of value for money, taking into consideration:

* + - 1. A diversity, inclusion and benefit to the Australian economy evaluation of the extent to which the Tenderer implements strategies to maximise Indigenous participation, gender equality, disability inclusion and other diversity measures, and benefits to the Australian economy in the delivery of the Services (Tenderer Response Schedule 1);
      2. A technical evaluation of each Tenderer’s technical proposal against the Evaluation Criteria (Tenderer Response Schedule 2), including the suitability, capacity and qualifications of a Tenderer (and proposed Tenderer Personnel) to deliver the Services.; and
      3. A resourcing/price evaluation of each Tenderer’s commercial proposal against the Evaluation Criteria (Tenderer Response Schedule 3), to include (but not be limited to):

*Pricing*

* + 1. Determination of whether the financial costs are aligned with the Tenderer’s technical pitch/approach, allocation of the resourcing and industry standards and benchmarks (if any);
    2. Comparison of the proposed itemised costs between Tenderers;
    3. Assessment of unreasonably high costs (including associate costs and whether these represent value); whether costs are missing (for example, sub-contracting costs); or whether Tenderers have an inadequate budget which may be drawn from Program costs at a later stage;
    4. Checking that any variations, cost assumptions and footnotes do not expose DFAT to additional costs;
    5. Price per technical point, where appropriate.

*Commercial*

1. Consideration of Payment by Results commercial models whereby the basis for payment is outcomes rather than inputs, incorporating the disbursement of the Management Fee linked to the achievement of clearly specified results.
   * + 1. A risk evaluation of each Tenderer’s overall level of risk including Tenderer’s financial viability, compliance with the Draft Contract ([**Part 3**](#_RFT_PART_3:) **of this RFT**), and identified technical and financial/commercial risks against the Evaluation Criteria identified in **Clause 7 (Evaluation Criteria) of this Part 1**;and
       2. Any other matters that DFAT considers relevant, including but not limited to cost/benefit analysis, whole of life costing and program resourcing.

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

## Following the Value for Money Evaluation, the EC will then make a recommendation to the appropriate DFAT Delegate. In determining this recommendation, the EC may conduct shortlisting and/or Tenderer interviews. Tenderers will be notified if EC interviews will be held and of which Tenderer Personnel will be required to attend.

## Interviews with the EC may be held as part of the evaluation process. If held, interviews will be in <Canberra>, Australia, indicatively on <date month year>. Interviewees will include the <Tenderer Personnel Title 1>, <Tenderer Personnel Title 2> and the <Tenderer Personnel Title 3> nominated in [**Schedule 2**](#_TENDER_RESPONSE_SCHEDULE_1), or the Contractor Representative. Tenderers may also bring up to one (1) personnel to the interview as an observer. If these interviewees are unable to attend the interview, DFAT may in its absolute discretion arrange a videoconference or teleconference interview.

## At any stage, DFAT may seek clarification of any technical, commercial, risk or other matters at any stage, and may seek a Best and Final Offer in respect of the offer provided by each Tenderer.

## The DFAT Delegate is not bound to accept the EC recommendation and may direct that further action be taken, in accordance with this RFT and the Commonwealth Procurement Rules.

## DFAT is not bound to accept the lowest priced, highest technical or any Tender.

1. **Evaluation Criteria**

## The evaluation criteria (and technical weightings) which will be used in the Value for Money Evaluation are set out below. Tenderers should justify claims and proposals by describing past experiences, and clearly specify how they will use past experiences to tailor their approach to the Services.

|  |  |
| --- | --- |
| **TENDERER RESPONSE SCHEDULE 1: DIVERSITY, INCLUSION AND BENEFIT TO THE AUSTRALIAN ECONOMY** | |
| **Criterion 1: Diversity, Inclusion and Benefits to the Australian Economy**  *The extent to which the Tenderer implements strategies to maximise Indigenous participation, gender equality, disability inclusion and other diversity measures, and provides economic benefit to the Australian economy in the delivery of the Services* | Using [**Tender Response Schedule 1**](#_TENDER_RESPONSE_SCHEDULE) of the Tender Response Template provided, Tenderers must describe the strategies they will implement in the delivery of the Services and submit a Diversity and Inclusion Plan detailing:how the Tenderer will give effect to the Australian Government’s commitment to Closing the Gap and the Indigenous Procurement Policy , and facilitate Indigenous participation and stimulate Indigenous entrepreneurship and business development;how the Tenderer will give effect to DFAT’s Gender Equality and Women’s Empowerment strategy, DFAT’s Disability Action Strategy, culturally and linguistically diverse people and other groups. Tenderers should not repeat claims in Tender Response Schedule 2; andhow the Tender provides economic benefit to the Australian economy. |
| **TENDERER RESPONSE SCHEDULE 2: TECHNICAL PROPOSAL** | |
| **Criterion 2: Tenderer Personnel***The extent to which the tenderer’s personnel have suitable qualifications, experience and capability to deliver the Services*Technical Weighting: <XX/100> | Using [**Tender Response Schedule 2**](#_TENDER_RESPONSE_SCHEDULE_1) of the Tender Response Template provided, Tenderers must submit:An Organisational Structure Chart (A4 page size, no page limit) that outlines the positions and reporting lines of the Tenderer Personnel proposed to deliver the Services;A Resourcing Schedule that shows the allocation of Tenderer Personnel resources, free from pricing information;Annex 1 to Tenderer Response Schedule 1, nominating up to *[DFAT Drafter to insert number]* Tenderer Personnel, and for each of them include:a terms of reference of up to two (2) pages;a signed and dated curriculum vitae of up to three (3) pages, using the template provided; andtwo (2) written references of up to two (2) pages each, which must be signed and dated. *<****Note to DFAT Drafters****:**Where the Services will require the Contractor and its personnel to have contact with children, include the clause below. You must also consult with the Child Protection Compliance Section to ensure the tender process is undertaken in accordance with DFAT’s Child Protection Policy.>* Tenderers are required to provide Police Clearance Certificates for all Tenderer Personnel in accordance with **Clause 37 (Police Checks)** in Part 2 of this RFT. |
| **Criterion 3: Technical Approach** *The suitability of the tenderer’s approach to the delivery of the Services*Technical Weighting: <X/100> | Using **Tender Response Schedule 2** of the Tender Response Template provided, Tenderers must describe:how they will build key relationships critical to deliver the Services;how they will shift resources to respond to new priorities or analysis;how they will balance short term results with more difficult, but potentially more transformative, long term results;how they will actively promote gender equality and social inclusion; andproposed key technical performance indicators for the delivery of the Services, and what processes will apply if indicators are not met. |
| **Criterion 4: Operational Approach** *The suitability of the tenderer’s approach to support the delivery of the Services*Technical Weighting: <X/100> | Using [**Tender Response Schedule 2**](#_TENDER_RESPONSE_SCHEDULE_1) of the Tender Response Template provided, Tenderers must describe:a work plan for the first 12 months including transitioning (if required), and establishing new programs;how they will attract, recruit, deploy, retain and manage personnel;critical political and media opportunities and risks;what systems they will use to collect, collate, and analyse data;how they will provide concise and customised information to meet the needs of key stakeholders;what support they will provide from head office;how they will manage finance and risk; andproposed key operational performance indicators for the delivery of the Services, and what processes will apply if indicators are not met. |
| **TENDERER RESPONSE SCHEDULE 3: COMMERCIAL PROPOSAL** | |
| **Criterion 5: Resourcing and Price***The extent to which**the**tenderer’s Commercial proposal is resourced appropriately to the technical proposal and is cost effective, taking into consideration the extent to which the price is competitive and provides for the full delivery of the Services.* | Using [**Tender Response Schedule 3**](#_TENDER_RESPONSE_SCHEDULE_7) of the Tender Response Template provided, Tenderers must describe:an enhanced value for money basis of payment, further to the minimum requirements set in the Draft Contract, detailing milestones/deliverables and reporting frameworks and incorporating payments linked to performance and program achievements. Tenderers must ensure that this proposal and Price Tables provide for the full delivery of Services. Anticipated subcontracting, sub-granting arrangements or future increased/decreased staffing requirements must be detailed in this proposal; andwhat cost savings or other benefits they can offer the Program in terms of the provision of goods/services, for example in terms of travel (including class of travel), fees, accommodation, travel insurance, medical insurance, and due diligence checks. DFAT takes this cost-consciousness seriously and it will form a competitive part of the evaluation process.Tenderers must complete the Price Tables consistent with **Clause 31 (Tender Prices)** of **Part 2** of this RFT by completing **Tables 1 to 3 of** [**Tender Response Schedule 3**](#_TENDER_RESPONSE_SCHEDULE_7). Tenderers must specify any qualifications or cost assumptions that they will later rely on in contract negotiations or contract implementation as footnotes below each table.Any costs for Tender Associates (see **Clause 20 (Associate Tenders)** of **Part 2** of this RFT) must be included in Management Fees in **Table 1 of Tender Response Schedule 3**, or in **Tender Personnel/Associate Costs Table 2 at Tender Response Schedule 3** if on a fee for service basis as a reimbursable cost to DFAT. Associates cannot be paid from Program Costs or Operational Costs if represented as having a role in the Tender.Contractor Representatives cannot be listed as Personnel and must be 100% covered by Management Fees (including their travel and any technical inputs).Tenderers can list their own technical staff as Personnel, however this must be in accordance with the Adviser Remuneration Framework and the Commonwealth Procurement Rules. Tenderers’ own staff cannot be paid from Program Costs or Operational Costs. |
| **RISK** | |
| **Criterion 6: Risk**  *The level of risk presented by the Tenderer* | In reviewing the Tenderer’s response, including [**Tender Response Schedules 1 to 3, and Statements**](#_Tender_Response_Schedule_5) **A-D**, DFAT will undertake an assessment of the level of and risk presented by each Tenderer, including but not limited to technical risk, commercial risk, compliance risk and performance risk. |

TENDER RESPONSE TEMPLATE

TENDER RESPONSE SCHEDULE 1: TENDERER DETAILS

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

*You* ***must*** *use this form to submit your Tender response. The form is set out to facilitate the evaluation of Tender responses.*

*Be as* ***concise*** *as possible, while including all information that your organisation wants the Evaluation Committee to consider. Do not assume that the EC has any knowledge of your organisation’s abilities or personnel.*

**Tender Response Schedule 1A: Tenderer Details and Deed Poll**

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

*Tenderers are required to provide the following information. The details provided should be for the legal organisation that would be the Contractor under any resultant Contract.*

|  |  |
| --- | --- |
| **Tenderer Name**  *The name of the legal entity making the Tender. This will also be the name of the contracting party, if applicable* | [Insert] |
| **Tenderer’s Legal Entity Type** | ⭘ Individual/sole trader  ⭘ Partnership  ⭘ Company  ⭘ Other entity type *(provide details)*: |
| **Australian Company Number (ACN)/Australian Registered Body Number (ARBN) & Australian Business Number (ABN)** *(as applicable)* | [Insert] |
| **Is your organisation registered for GST?** | **YES / NO** *(Delete one)* |
| **Registered Business Address**  *The business address of the legal entity making the Tender* | [Insert] |
| **Commercial Business Address**  *The address to be used for notices given under any contract  (if different to the Registered Business Address* | [Insert] |
| **Is your organisation a Small to medium enterprise?**  *A small to medium enterprise is an entity employing fewer than 200 full time equivalents, including employees of all other associated businesses* | **YES / NO** *(Delete one)*  If YES, indicate current number of employees *(provide details)*: |
| **Compliance with** [***Workplace Gender Equality Act 2012***](https://www.legislation.gov.au/Details/C2015C00088)  *Commonwealth policy prevents DFAT from entering into contracts with contractors until they have demonstrated their compliance with the WGE Act.* | Is your organisation classified as a ‘relevant employer’ under the WGE Act?  **YES / NO** *(Delete one)*  If YES, you are required to provide a current letter of compliance with the WGE Act prior to contract. Have you provided a letter of compliance with your Tender response?  **YES / NO** *(Delete one)* |
| **Indigenous Procurement Policy** | Is your organisation 50% or more Indigenous owned?  **YES / NO** *(Delete one)*  If YES, is your organisation registered on Supply Nation?  **YES / NO (see note below) / Not Applicable** *(Delete one)*  If NO, please provide a certificate or letter from a recognised Indigenous organisation. |
| **Financial Viability**  *In line with* ***Clause 30*** *of Part 2 (Standard Conditions of Tender) of this RFT, DFAT may appoint an independent financial assessor to evaluate Tenderers’ financial capacity.* | **Financial Assessment Contact Name:** [Insert]  **Position/Title:** [Insert]  **Telephone Number:** [Insert]  **Email:** [Insert] |
| **Preferred Tenderer Contact**  *The person who is the Tenderer’s point of contact for the purposes of this RFT. Tenderers must ensure the preferred or alternate point of contact is available during the tender evaluation period* | **Name:** [Insert]  **Position/Title:** [Insert]  **Address:** [Insert]  **Telephone Number 1:** [Insert]  **Telephone Number 2:** [Insert]  **Email 1:** [Insert]  **Email 2:** [Insert] |
| **Alternate Tenderer Contact**  *The person who is the Tenderer’s point of contact for the purposes of this RFT. Tenderers must ensure the preferred or alternate point of contact is available during the tender evaluation period* | **Name 1:** [Insert]  **Position/Title:** [Insert]  **Address:** [Insert]  **Telephone Number 1:** [Insert]  **Telephone Number 2:** [Insert]  **Email 1:** [Insert]  **Email 2:** [Insert] |

**Tenderer’s Deed Poll**

|  |
| --- |
| ***Note to Tenderers:*** *Tenderers must provide a Deed Poll in the following format. Amendments are only to be made where necessary to complete the Deed.* |

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

**BY**:

[*Insert name, address and ACN/ABN and ARBN if applicable*] (‘Tenderer’).

* 1. The Tenderer 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 <*insert RFT number*> (RFT) issued by DFAT. Terms defined in this RFT will have the same meaning when used in this Deed Poll.
  3. The Tenderer submits its Tender to provide the Services:

#### described in this RFT; and

#### for the Tender Price set out in the Tender.

* 1. The Tenderer confirms its capacity to Tender and that there is no restriction under any relevant law to prevent it from Tendering.
  2. The Tenderer confirms that the Tender does/does not (Delete inapplicable response) comply with all the requirements in **Clause 27** (Minimum Form and Content Requirements) in **Part 2** of this RFT.
  3. The Tenderer confirms that the Tender does/does not (Delete inapplicable response) comply with all relevant Parts of **Clause 28** (Conditions for Participation)of **Part 2** of this RFT**.**
  4. The Tenderer confirms that a copy of the Tenderer's letter of compliance with [the Building Code](https://www.abcc.gov.au/) is/is not **attached** (Delete inapplicable response) in accordance with **Statement A**. <***Note to DFAT drafters****: delete this para if not applicable to this RFT>*
  5. The Tenderer acknowledges that it has received all Addenda to this RFT issued by DFAT and posted on AusTender in accordance with **Clause 3** (Amendment of RFT) of **Part 2** of this RFT.
  6. The Tenderer confirms that it has/has not (Delete inapplicable response) **attached** all required Letters of Association to **Tenderer Response Schedule 2** in accordance with **Clause 20 (Associate Tenders)** of **Part 2** of this RFT**.** The Tenderer acknowledges and agrees that, if a letter of association is not provided, DFAT will delete all references to the proposed Associate before the Tender is evaluated.
  7. The Tenderer represents and warrants that it holds, or if selected as the Preferred Tenderer agrees to obtain prior to any resulting Contract, all necessary insurances in accordance with **Clause 33 (Insurances)** of **Part 2** of this RFT and the Draft Contract and that, if selected as the Preferred Tenderer, it can/will supply DFAT with a formal Certificate of Currency from its insurer on demand.
  8. The Tenderer represents and warrants that, at the time of lodging this Tender, 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.
  9. In accordance with **Clause 22 (Conflict of Interest)** of **Part 2** of this RFT the Tenderer represents and warrants that, at the time of lodging this Tender, no actual or potential conflict of interest exists which could affect the performance of its obligations if the Tenderer were to enter into a contract with DFAT. Further, the Tenderer agrees to notify DFAT in writing immediately if a conflict of interest arises or appears likely to arise after the Tender Closing Time and before the award of any resultant contractual arrangement under this RFT or the termination of this RFT process. The notification must include details of the steps taken by the Tenderer to resolve the conflict. The Tenderer agrees to take such steps as DFAT may require to resolve or otherwise deal with a conflict of interest notified under this clause or which otherwise comes to the attention of DFAT during this RFT process. The Tenderer acknowledges and agrees that DFAT may exclude the Tender from further consideration if in the opinion of DFAT the Tenderer fails to take any steps required by DFAT to resolve or deal with a conflict of interest.
  10. The Tenderer represents and warrants that neither it, nor any member of its governing body (i.e. directors/secretary of the company or board of directors), are the subject of any Court proceedings for debt recovery, bankruptcy, insolvency or breach of contract.
  11. The Tenderer represents and warrants that it is not currently listed by the World Bank or on a Relevant List, nor is it the subject of any formal or informal investigation or temporary suspension by the World Bank or any similar donor of development funding which may lead to it becoming listed on the World Bank List or a Relevant List.

#### **OR**

### The Tenderer discloses the following details, in relation to providing the Services:

**Tenderer’s response:**

***[****Tenderer to enter details in relation to points 9 to 14 above – Tenderers should note the Definition of Conflict of Interest in* ***Part 2*** *of this RFT****]***

* 1. The Tenderer confirms that 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 Tenderer, the Tenderer 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 Tenderer or its Tenderer Personnel under any resultant Contract, the Tenderer’s offer is to provide the Services under the Contract as specified. If the Tenderer does not comply with the Draft Contract, the specific clauses or paragraphs of the Draft Contract with which the Tenderer is non-compliant are listed in Statement D.
  2. The Tenderer consents to DFAT undertaking all relevant checks in accordance with this RFT.
  3. The Tender remains open for acceptance for <180 days> from the tender closing date. *<****Note to DFAT drafters****: amend the tender validity period here if asking for a longer or shorter tender validity period. You will also need to amend the cover page>*
  4. Neither the Tenderer nor any of its officers, employees, agents, and subcontractors has attempted to, or will attempt to, improperly influence an officer of DFAT in connection with the preparation, evaluation or assessment of this RFT or its Tender or has approached any Minister, Commonwealth officer or Partner Government representative in connection with this RFT process.
  5. The Tenderer represents and warrants that the Tender has not been prepared with the assistance of current or Former DFAT Employees or with improperly obtained information.
  6. If at any time prior to execution of a Contract with the Preferred Tenderer, any information provided in this Deed Poll changes, the Tenderer agrees to notify DFAT in writing of that change within two (2) business days. Such notification is to be provided to the DFAT Contact Officer for this RFT.
  7. The Tenderer agrees that DFAT may provide any information collected, or provided to it by the Tenderer during the course of this RFT 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.
  8. The Tenderer acknowledges and agrees that:
     1. no express or implied contract (including a process contract) has arisen between the Tenderer and DFAT in relation to this RFT or the Tender; and
     2. DFAT has no liability to pay the Tenderer, or any other person, and is not liable to the Tenderer for any compensation on the basis of any quantum meruit or any other contractual, quasi contractual or restitutionary grounds whatsoever as a consequence of any matter or thing relating to, or incidental to the Tenderer’s participation in this RFT.
  9. The Tenderer understands and agrees to all Tender conditions including without limitation the obligations, acknowledgements and DFAT’s rights included in this RFT document.
  10. The Tenderer represents and warrants that the information contained in its Tender is true and correct and the signatory is duly authorised to sign on behalf of the Tenderer.
  11. The Tenderer makes the following additional declarations, if any, or amendments to this Tenderer Deed Poll:

1. **Tenderer’s response:**
2. ***[****Tenderer to enter details with supporting reasons, or insert N/A****]***
3. The Tenderer acknowledges it is aware that giving false or misleading information to the Commonwealth is an offence under Part 7.4 of the *Criminal Code Act 1995* (Cth).
4. The Tenderer agrees that the laws of the Australian Capital Territory (ACT) apply to this Deed Poll and the Tenderer 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 RFT.
5. This Deed Poll shall not be unilaterally terminated or amended unless such termination or amendment is agreed in writing by DFAT.
6. This Deed Poll survives the termination or expiry of this RFT.

**Execution**

**EXECUTED by Deed Poll**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signature**1 |  | | **Name** (please print) | |
|  |  | |  | |
|  |  | | **Official Position Held**2 | |
|  |  | |  | |
|  |  | | **Date** | |
|  | |  | |
| **Signature of witness** |  | | **Name of witness** (please print) | |
|  |  | | **Date** | |

**1.** To be signed by the Tenderer personally, except in the case of an incorporated entity, when the Managing Director, a Director of the Company or the Company Secretary shall sign.

**2.** i.e. Managing Director, Company Director, Company Secretary.

**Tender Response Schedule Part 1B: Diversity, Inclusion and Benefit to the Australian Economy**

### **Part 1: Profile of Tendering Entity**

|  |  |  |
| --- | --- | --- |
| **Is your organisation incorporated in Australia?**  If No, is your organisation a foreign company registered in Australia? | | YES / NO *(Delete one)*  YES / NO *(Delete one)* |
|  | | |
| **Provide the number of full time equivalent employees for the tendering entity** | **Whole Organisation** | **Based in Australia** |
| *Total* | [Insert] | [Insert] |
| *Identify as Aboriginal or Torres Strait Islander* | [Insert] | [Insert] |
| *Identify as a person with a disability* | [Insert] | [Insert] |
| *Identify as LGBTI* | [Insert] | [Insert] |

**Part 2: Indigenous Participation Plan**

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

*DFAT applies the Indigenous Procurement Policy (IPP) to all large value aid tenders. Tenderers are required to submit an Indigenous Participation Plan with their Tender. The Indigenous Participation Plan should address how the Tenderer intends on meeting the intent of the IPP which can be accessed at* [*https://www.pmc.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp*](https://www.pmc.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp)

*DFAT will consider proposals from Tenderers to meet the IPP intent at either the contract-based level or at the organisation-based level.*

*To meet at the contract-based level, on average over the initial term of the Contract:*

* + *at least XX% of the full time equivalent workforce deployed on delivery of the Services must be Indigenous Australians; and/or*
  + *at least XX% of the value of the Services must be subcontracted to Indigenous enterprises; and/or*
  + *another measure as specified by the Tenderer.*

*To meet the requirements at the organisation-based level, on average over the initial term of the Contract:*

* + *at least XX% of the full time equivalent workforce of the Contractor must be Indigenous Australians; and/or*
  + *at least XX% of the value of the Contractor’s supply chain must be subcontracted to Indigenous enterprises; and/or*
  + *another measure as specified by the Tenderer.*

*These requirements can be met directly or through subcontracts. The preferred Tenderer's Indigenous Participation Plan will form part of any resultant Contract.*

**[*Insert name of Tenderer*]**

* + - 1. This is an Indigenous Participation Plan submitted as part of the Tender in response to **[*Insert RFT number*]** (RFT).
      2. If selected as the preferred Tenderer following evaluation of Tenders received in response to this RFT, the Tenderer will meet DFAT’s requirements for the purposes of the Indigenous Procurement Policy under any resultant Contract,

at the contract-based level, in which regard at least:

* + **[*Insert*]** percentage of the Tenderer’s full time equivalent workforce deployed on the contracted *delivery of the Services* must be Indigenous Australians over the initial term; and/or
  + **[*Insert*]** percentage of the value of the work performed under the Contract will be subcontracted to Indigenous enterprises over the initial term; and/or
  + **[*Insert*]** another measure as specified by the Tenderer.

and/or at the organisation-based level, in which regard at least:

* + **[*Insert*]** percentage of the Tenderer’s full time equivalent workforce will be Indigenous Australians over the initial term; and/or
  + **[*Insert*]** percentage of the value of the Tenderer’s supply chain will be subcontracted to Indigenous enterprises over the initial term; and/or
  + **[*Insert*]** another measure as specified by the Tenderer.
    - 1. To meet DFAT’s requirements for the purposes of the Indigenous Procurement Policy, the Tenderer will undertake the following:

***[Insert response – one (1) page]***

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

*In answering this question, the Tenderer is requested to detail how it will meet the requirements (which may include details of its current workforce / supply chain) at either / both the contract / organisation level and how it will go about meeting the requisite percentages / deliverables to meet the requirements. Tenderers should note that DFAT’s requirements are averages over the term of any resultant Contract, and will accordingly need to detail their approach to achieving the specified targets over the term. Tenderer’s response to this section should focus on clearly proposed deliverables.*

* + - 1. The Tenderer’s rate of Indigenous employment and supplier use as at the Tender Closing Date, **[*Insert Tender Closing Date*]** is:

**[*Insert response*]**

**Part 3: Diversity and Inclusion Plan**

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

*Tenderers must describe in this section how they (themselves, or through associates) will involve women, culturally and linguistically diverse people, people with a disability and LGBTIQ people as part of their head office or in the delivery of the services such as planning, implementation and monitoring and evaluation. Note, this is separate to the technical proposal which should identify as relevant how the Tenderer proposes to address barriers to inclusion and opportunities for participation to enable women, culturally and linguistically diverse people and people with a disability to benefit equally from the investment.*

***[Insert response – one (1) page]***

**Part 4: Benefit to the Australian Economy**

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

*Tenderers must describe how their proposed supply provides economic benefit to the Australian economy.*

*Examples of information potential suppliers might include are: lowest price, saving the tax payer; building, leasing or procuring infrastructure that supports Australian communities; providing skills and training that benefits Australian communities; employing workers in Australia; paying taxes in Australia; the environmental benefit of the proposed solution to Australia, for example, low environmental impact through energy efficient inputs such as computers, air conditioning, telephones and paper; contributing to positive social outcomes in Australian communities; use of indigenous businesses; use of SMEs in delivering goods and services, such as a subcontractor or supplier; research and development related activities and investments (including those undertaken with universities); transfer of technology to Australian businesses; positive effects on international competitiveness of Australian businesses (e.g. better linking to global supply chains); sharing knowledge, skills and technology with SMEs; and using goods and services from a business that provides services of persons with a disability. Responses should describe how strategies are being realised / will be realised.*

|  |
| --- |
| ***[Insert response – one (1) page]*** |

TENDER RESPONSE SCHEDULE 2: TECHNICAL PROPOSAL

**Part 1: Tenderer Personnel - Organisational Structure Chart**

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

*The Organisational Structure Chart must be presented in A4 size (no page limit) and must outline the positions and reporting lines of the Tenderer Personnel proposed to deliver the Services. Include details for subcontractor personnel if applicable. You will need to give additional details for subcontractors in the next section. Refer to Annexes 1 and 2 to this Response Schedule for a Terms of Reference and Curriculum Vitae (CV) Template to complete for each Tenderer Personnel nominated.*

**[*Insert response*]**

**Part 2: Tenderer Personnel - Resourcing Schedule**

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

*Detail below the allocation of Tenderer Personnel resources, free from pricing information.*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Position Title** | **ARF Classification (if any)** | **Position Location** | **Inputs (days/months)** | **Year 1**  **1 Jul 2018 to 30 Jun 2019**  **[12 mths]** | **Year 2**  **1 Jul 2019 to 30 Jun 2020**  **[12 mths]** | **Year 3**  **1 Jul 2020 to 30 Jun 2021**  **[12 mths]** | **Year 4**  **1 Jul 2021 to 30 Jun 2022**  **[12 mths]** | **CONTRACT TERM TOTAL** |
| Position 1 | A1-D4 | City, Country | Months | Qty of inputs | Qty of inputs | Qty of inputs | Qty of inputs | Position Total |
| Position 2 | A1-D4 | City, Country | Months | Qty of inputs | Qty of inputs | Qty of inputs | Qty of inputs | Position Total |
| Position 3 | A1-D4 | City, Country | Days | Qty of inputs | Qty of inputs | Qty of inputs | Qty of inputs | Position Total |
| **Total - Long Term Personnel** | | | | Input total | Input total | Input total | Input total |  |
| **Total - Short Term Personnel** | | | | Input total | Input total | Input total | Input total |

🡩 *[Tenderers to insert additional positions/rows as required]*

*Tenderers should include head office positions where these have a major role in program delivery*

**Subcontractors**

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

*Provide details for each subcontractor your organisation will use below.*

|  |  |
| --- | --- |
| **Full Legal Name** | [Insert] |
| **Postal Address** | [Insert] |
| **ABN / ACN / ARBN** | [Insert] |
| **Is this subcontractor registered on Supply Nation or 50% or more Indigenous owned?** | **YES / NO** *(Delete one)* |

**Associate Tenders and Letters of Association**

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

*If no Associates are proposed insert “Not Applicable”. Provide details of the roles (or specific parts of the proposed Draft Contract) for each Associate, including the role that each member would play in delivery of the Requirements and provide an assurance to DFAT from an authorised representative of the Associate of the Associate’s corporate commitment to and involvement in the provision of the goods and/or services in the form of a one-page Letter of Association. The letter should clearly outline the proposed role of the Associate in the delivery of the Requirements, and specify any activities it will be leading. If a Letter of Association is not provided for a proposed Associate, DFAT will delete all references to the Associate in a Tender before the Tender is evaluated.*

**[*Insert response*]**

**Scope of Works to be Subcontracted**

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

*If no subcontractors are proposed insert “Not Applicable”. Provide details of the roles (or specific parts of the proposed Draft Contract) each subcontractor will perform. Tenderers should note that they will solely be responsible for all obligations under any resultant Contract for subcontractor performance and management. Tenderers should also note that, under the Draft Contract, the Contractor is required to impose certain obligations on all of its subcontractors.*

**[*Insert response*]**

**Part 3: Tenderer Proposal - Technical Approach**

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

*Your response should address each aspect of the Evaluation Criteria 2, 3 and 4 and explain/demonstrate how your response/solution meets the Services required. This is your opportunity to convince the Evaluation Committee that your organisation understands the requirement and can deliver it to a high standard. Do not provide general marketing material.*

*Highlight your competitive advantage as well as special or unique features of your proposal. Do not include any pricing or pricing information in this section. Do not rely on your organisation’s reputation.*

**[*Insert response*]**

Tender Response Schedule 2, Annex 1: Tenderer Personnel Terms of Reference Template

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

*A Terms of Reference must be provided for each nominated Tenderer Personnel. Each Terms of Reference must not exceed two (2) A4 pages. Tenderers may wish to include additional details to the ones listed below in the left column.*

|  |  |
| --- | --- |
| **Position Title** | *Insert Position Title* |
| **Nominated Tenderer Personnel** | *Insert Name Surname* |
| **Long Term / Short Term** | *Short Term / Long Term Position* |
| **ARF Classification** | *i.e. A1 – D4, if relevant* |
| **Position Location** | *Insert location where the position will be based* |
| **Reports To** | *Insert Position which this Position reports to* |
| **Job Specification** | *Detail as required* |
| **Reporting Requirements** | *Detail as required* |

Tender Response Schedule 2, Annex 2: Curriculum Vitae Template

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

*A Curriculum Vitae (CV) must be provided for each nominated Tenderer Personnel. Tenderers may wish to include additional details to the ones listed below in the left column. Each CV must not exceed three (3) A4 pages, and must be signed and dated where indicated.*

|  |  |
| --- | --- |
| **Nominated Position Title** | *Insert Position Title* |
| **Name** | *Insert Name Surname* |
| **Current Country of Residence** | *Insert Country* |
| **Evidence of Prior Achievement of Deliverables Similar to those in the Terms of Reference** | *Example 1*  *Example 2* |
| **Chronological Work History** | *Position Title*  *Organisation Name*  *Period of Work* |
| **Academic Qualifications** | *Academic qualification*  *Educational Institution*  *Year obtained* |
| **Languages** | *Insert language* |
| **Relevant Professional Qualifications / Credentials** | *Insert as required* |
| **Signature of Applicant** | *Applicant Name*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *Signed*  *Dated:* |

Tender Response Schedule 2, Annex 3: Written Reference Template

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

*Two (2) written references must be provided for each nominated Tenderer Personnel. Each written reference must not exceed two (2) A4 pages, and must be signed and dated where indicated.*

|  |  |
| --- | --- |
| **Nominated Position Title** | *Insert Position Title* |
| **Applicant Name** | *Insert Name Surname* |
| **Referee Name** | *Insert Referee Name* |
| **Referee Phone** | *Insert Referee Phone Number* |
| **Referee Email** | *Insert Referee Email Address* |
| **Relationship to the Applicant** | *Insert relationship to the Applicant* |
| **In what capacity is/was the applicant engaged by your organisation?** | *Insert response* |
| **What were the dates of their engagement?** | *Insert response* |
| **What duties and responsibilities does/did the applicant have?** | *Insert response* |
| **How would you describe the applicant’s overall work performance?** | *Insert response* |
| **What would you say are the applicant’s strengths?** | *Insert response* |
| **What would you say are the applicant’s areas for development?** | *Insert response* |
| **Have you had any concerns with their performance?**  **If yes, please explain when these issues were identified? When were they discussed with the individual? What work are their doing to improve and what progress was/has been made?** | *Insert response* |
| **<*Note to DFAT Drafters:*** *Insert questions based on the skills or attributes required for the job***>** | *Insert response* |
| **Would you re-employ the applicant? Why/why not?** | *Insert response* |
| **Signature of Referee** | Referee Name  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *Signed*  *Dated:* |

TENDER RESPONSE SCHEDULE 3: COMMERCIAL PROPOSAL

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

*The information you provide in this section will be used to assess the total costs DFAT will incur under your proposal.*

**Value for Money Statement**

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

*In completing their Commercial Proposal, Tenderers should detail any cost savings or other benefits they can offer the Program in terms of the provision of goods/services, for example in terms of travel (including class of travel), fees, accommodation, travel insurance, medical insurance, and due diligence checks. DFAT takes this cost-consciousness seriously and it will form a competitive part of the evaluation process. As part of their Commercial Proposal, Tenderers must provide a Value for Money Statement not exceeding one (1) A4 page detailing their cost-consciousness strategy, along with any assumptions, for maximising Value for Money for DFAT under the proposed technical approach.*

**[*Insert response*]**

*<****Note to DFAT drafters****: please review the tables below and update the financial years applicable to the proposed term of the Contract and other details as required>*

**Table 1: Management Fee (AUD, excluding GST)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Year 1**  **1 Jul 2018 to 30 Jun 2019**  **[12 months]** | **Year 2**  **1 Jul 2019 to 30 Jun 2020**  **[12 months]** | **Year 3**  **1 Jul 2020 to 30 Jun 2021**  **[12 months]** | **Year 4**  **1 Jul 2021 to 30 Jun 2022**  **[12 months]** | **Year 5**  **1 Jul 2022 to 30 Jun 2023**  **[12 months]** | **TOTAL** |
| Management Fee[[2]](#footnote-2) | $ | $ | $ | $ | $ | **$** |

**Table 2a: Tenderer Personnel/Associate Costs (AUD, excluding GST)**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Position Title** | **ARF Discipline and Job Level (if applicable)** | **Inputs**  **(days/ months)** | **Year 1**  **1 Jul 18 - 30 Jun 19**  **[12 months]** | | **Year 2**  **1 Jul 19 - 30 Jun 20**  **[12 months]** | | **Year 3**  **1 Jul 20 - 30 Jun 21**  **[12 months]** | | | **Year 4**  **1 Jul 21 - 30 Jun 22**  **[12 months]** | | **Year 5**  **1 Jul 22 - 30 Jun 23**  **[12 months]** | | **Support Costs (if applicable)** | | **Maximum Amount Payable** |
| **Inputs** | **Rate** | **Inputs** | **Rate** | **Inputs** | **Rate** | | **Inputs** | **Rate** | **Inputs** | **Rate** |
| e.g. Position 1 | D3 | Months | 6 | $ | 0 | $ | 0 | $ | | 0 | $ | 0 | $ | $ | | **$** |
| e.g. Position 2 | C2 | Months | 6 | $ | 0 | $ | 0 | $ | | 0 | $ | 0 | $ | $ | | **$** |
| e.g. Associate 1 | N/A |  |  | $ |  | $ |  | $ | |  | $ |  | $ |  | | **$** |
| Associate sub-total ($) | | | | | | | | | | | | | | | |  |
| Long term staff sub-total ($) | | | | | | | | | | | | | | | |  |
| Short term staff sub-total ($) | | | | | | | | | | | | | | | |  |
| Associate sub-total (inputs) | | | | | | | | | | | | | | | |  |
| Long term staff sub-total (inputs) | | | | | | | | | | | | | | | |  |
| Short term staff sub-total (inputs) | | | | | | | | | | | | | | | |  |
| TOTAL ($) | | | | | | | | | | | | | | | |  |
| TOTAL (inputs) | | | | | | | | | | | | | | | |  |
| 🡩 *[Tenderers to insert additional positions/rows as required]*  *If some inputs are to be defined, an unallocated pool can be added with a maximum input and value proposed by tenderers* | | | | | | | | |  | | | | | |  | | |

**Table 2b: Tenderer ARF Personnel Adviser Support Costs (AUD, excluding GST)**

|  |  |
| --- | --- |
| **Items** | **TOTAL** |
| Housing costs | $ |
| Mobilisation costs[[3]](#footnote-3) | $ |
| Demobilisation costs[[4]](#footnote-4) | $ |
| Airfares | $ |
| Hotel Accommodation | $ |
| Travelling Allowance | $ |
| International Communication costs | $ |
| Compulsory Arrival and Departure Taxes and Travel to and from Airport (e.g. Taxis) | $ |
| Transport Costs (in-country) | $ |
| Medical insurance costs | $ |
| Mobility Allowance[[5]](#footnote-5) | $ |
| **TOTAL** | **$** |
|  |

**Table 3A: In-Country Operational Set-Up Costs (AUD, excluding GST)**

|  |  |  |
| --- | --- | --- |
| **Items** | **Year 1**  **1 Jul 18 - 30 Jun 19** | **Maximum Amount Payable** |
| Capital Expenditure - upgrade of property/office outfitting | $ | $ |
| Project Vehicles (if required) | $ | $ |
| Procurement and replacement of equipment/furniture (including IT equipment and servicing) | $ | $ |
| 🡩 *[Tenderers to insert additional rows as required]* | **TOTAL** | **$** |

**Table 3B: In-Country Operational Recurring Costs Per Annum (AUD, excluding GST)**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Items** | **Year 1**  **1 Jul 18 - 30 Jun 19**  **[12 months]** | **Year 2**  **1 Jul 19 - 30 Jun 20**  **[12 months]** | | **Year 3**  **1 Jul 20 - 30 Jun 21**  **[12 months]** | **Year 4**  **1 Jul 21 - 30 Jun 22**  **[12 months]** | **Year 5**  **1 Jul 22 - 30 Jun 23**  **[12 months]** | **Maximum Amount Payable** |
| Office rental | $ | $ | | $ | $ | $ | **$** |
| Office stationery supplies | $ | $ | | $ | $ | $ | **$** |
| Phone, communications, IT/internet, printers, photocopier and software | $ | $ | | $ | $ | $ | **$** |
| Utilities | $ | $ | | $ | $ | $ | **$** |
| Office cleaning services costs | $ | $ | | $ | $ | $ | **$** |
| Vehicle operating costs as required by the program | $ | $ | | $ | $ | $ | **$** |
| Office insurance costs (in-country) | $ | $ | | $ | $ | $ | **$** |
| Security and WHS Costs[[6]](#footnote-6) | $ | $ | | $ | $ | $ | **$** |
| 🡩 *[Tenderers to insert additional rows as required]* | | | **TOTAL** | | | | **$** |

TENDER RESPONSE SCHEDULES

### **Tender Response Schedule - Statement A: Declaration of Compliance with the Building Code 2013**

### [***Note to DFAT drafters****: check with CVB whether this declaration is required*]

### **Tender Response Schedule - Statement B: The Australian Government Building and Construction Work Health and Safety (WHS) Accreditation Scheme**

### *[****Note to DFAT drafters****: check with CVB whether this statement is required]*

**Tender Response Schedule - Statement C: Confidential Information**

## 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.

## Further information on the above criteria can be found in the publication *‘Confidentiality Throughout the Procurement Cycle’* available at: <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/practice.html>

## 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.

## If no information is to be treated as confidential, indicate by entering “None at this time” in Table 1 below.

**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]* |
| 🡩 *[Tenderers to insert additional rows as required]* | | |

### **Tender Response Schedule - Statement D: Non-Compliance with Draft Contract**

Tenderers should state their compliance or otherwise with the Draft Contract for this RFT. The table format below should be used in completing this Compliance Statement:

| **Contract Compliance Statement** | | |
| --- | --- | --- |
| **Clause/Schedule /Attachment** | **Extent of Compliance** | **Details of partial or non-compliance and proposed alternate wording** |
|  | Partially Compliant / Not Compliant |  |
|  |  |  |

🡩 *[Tenderers to insert additional rows as required]*

Instructions for completing the Contract Compliance Statement

Only clauses in the Draft Contract that the Tenderer does not comply with or only partially complies with need to be included in the table above. Tenderers will be assessed as being compliant with the Draft Contract unless the Tenderer declares otherwise.

"**Compliant**" means:

* + 1. in the case of a clause which is of an informative nature only, the clause has been read and understood;
    2. in the case of a clause which imposes a contractual condition, that the condition is agreed; and
    3. in the case of a clause which directs that an action be taken, that this has occurred/will occur.

Tenderers should note the extent of non-compliance will be a factor in the evaluation process. Any additional cost or risk that compliance with those variations or additions will impose on the Commonwealth may be taken into consideration in evaluation.

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. Compliance responses should be limited to the following expressions:

"**Partially Compliant**" means, in the case of a clause which imposes a contractual condition, that the Tenderer can meet the condition subject to certain qualifications; or

"**Not Compliant**" means:

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

Where a Tenderer states that it is partially compliant or not compliant with a clause, the extent of non-compliance should be stated. Tenderers should provide specific reasons for non-compliance with the clause and provide a specific proposal for alternative wording for the clause. Non-committal terms such as “Noted” or a failure to respond may be deemed as a response of “Not Compliant”.

RFT PART 2: STANDARD CONDITIONS OF TENDER

**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 [www.tenders.gov.au](http://www.tenders.gov.au/) |
| **Adviser Remuneration Framework (ARF)** | DFAT’s Adviser Remuneration Framework, as amended from time to time, available at [www.dfat.gov.au](http://www.dfat.gov.au) |
| **AusTender** | Commonwealth Government business opportunities website [www.tenders.gov.au](http://www.tenders.gov.au/) |
| **Associate Tender** | An Associate Tender allows 2 or more businesses to combine their capabilities when developing and delivering a tender. The primary driver of this approach is that it allows for greater economies of scale, efficiency and effectiveness. |
| **Building Code** | The Commonwealth [*Building Code 2013*](http://employment.gov.au/building-code-2013) at [www.comlaw.gov.au](http://www.comlaw.gov.au) which sets out the Australian Government’s expected standards for all building industry participants involved in Commonwealth-funded construction projects. |
| **Business Day** | Any day that is not a Saturday, Sunday, public holiday or bank holiday in the ACT. |
| **Closing Time** | The closing time and date for lodgement of Tenders under this RFT as listed in the **RFT Dates and Times**. The Closing Time is Canberra local time unless specified otherwise. |
| **Conditions for Participation** | The requirements that a Tender must meet for it to be considered by the EC. |
| **Conflict of Interest** | A situation in which a Tenderer, its Personnel or Referees have a private or personal interest that may influence, or may appear to have the potential to influence, the objective exercise of the Services. The private or personal interest may be a financial or business interest or some other form of benefit or advantage to the Tenderer, its Personnel or Referees or a relative or associate. A conflict of interest creates a reasonable potential appearance to outsiders that the Tenderer’s, its Personnel’s or Referees’ objective judgement is likely to be compromised, biased or partial. A potential conflict of interest is a situation that may develop into an actual conflict of interest. A perceived conflict of interest is one in which a reasonable person would think that the person’s judgement and/or actions may be compromised. |
| **Contact Mailbox** | The central contact point for all enquiries regarding this RFT. |
| **CPRs** | Has the meaning given in **Clause 5.1** of **Part 2** of this RFT. |
| **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 Part 3 of this RFT. |
| **Evaluation Committee (EC)** | The Committee appointed by DFAT to assess Tenders against the Evaluation Criteria, as set out in the Tenderer’s Response Schedule to this RFT. |
| **Evaluation Criteria** | The selection criteria against which Tenders will be assessed, at **Clause 7 (Evaluation Criteria)** of **Part 1** of this RFT. |
| **Former DFAT Employee** | A person who was previously employed by DFAT, whose employment ceased within the last nine (9) months and who was substantially involved in the design, preparation, appraisal, review, and/or daily management of this activity. |
| **GST** | A Goods and Services Tax levied on the supply of Goods and Services under the *A New Tax System (Goods and Services) Tax Act 1999* (Cth). |
| **Minimum Form and Content Requirements** | The minimum requirements that a Tender must meet for it to be considered by the EC. |
| **Personnel / Tenderer Personnel** | Any Personnel nominated by the Tenderer (including Long Term and Short Term Advisers as defined in the ARF and Long Term and Short Term Personnel not under the ARF) to provide the Services. |
| **Preferred Tenderer** | The Tenderer selected by DFAT to enter into a negotiation for the Contract for the provision of the Services described in this RFT. |
| **Request for Tender (RFT)** | This document and any Attachments and Schedules, together with any Addenda to this RFT issued by DFAT and published on the AusTender website. |
| **RFT Dates and Times** | The dates and times specified on the cover page of this RFT. |
| **Relevant Employer** | Has the meaning given to the term in the *Workplace Gender Equality Act 2012* (Cth) (‘WGE Act’). |
| **Relevant List** | Any similar list to the World Bank List maintained by any other donor of development funding. |
| **Services** | The Services required by DFAT to be provided under the terms and conditions of any resultant Contract and described in the Statement of Requirements at **Part 1** of the Draft Contract. |
| **Specified Personnel** | Personnel nominated by the Tenderer to provide the Services. |
| **Standard** | 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. |
| **Statement of Requirements (‘SOR’)** | The detailed requirements of DFAT for the provision of the Services as described **Part 1** (Statement of Requirements) of **Part 3** – Draft Contract. |
| **Tender** | A Tenderer response submitted to this RFT, substantially in the form of **Tenderer Response Schedules 1 - 3 and Statements A-D** at **Part 1** of this RFT. |
| **Tenderer** | A person or entity that submits a Tender in response to this RFT. |
| **Tenderer Statements** | The forms at **Part 1** of this RFT that must be completed and/or executed by the Tenderer and which form the Tenderer’s response to **Tenderer Response Schedule Statements A-D**. |
| **Value for Money** | Financial and non-financial costs and benefits to the Commonwealth associated with the goods/property/works/services and includes the factors set out at **Clause 6 (Tender Evaluation)** at **Part 1** of this RFT. |
| **Work Health and Safety** | Has the meaning given to the term under the *Work Health and Safety Act* (2011) (Cth). |
| **World Bank List** | A list of organisations maintained by the World Bank in its “Listing of Ineligible Firms” or “Listings of Firms, Letters of Reprimand” at <http://web.worldbank.org>. |

# Interpretation

* 1. This Request for Tender (RFT) comprises:
     1. Part 1: Service Specific Conditions of Tender;
     2. Part 2: Standard Conditions of Tender; and
     3. Part 3: Draft Contract.
  2. This RFT is an invitation to treat, and nothing in this RFT, any Tender (with the exception of a Tenderer’s Deed Poll executed by a Tenderer), or any conduct or statement made by either DFAT or a Tenderer before or after the issue of this RFT is to be construed so as to give rise to any contractual obligations, express or implied, or any obligations in equity between DFAT and any Tenderer.

# With the exception of a Tenderer’s Deed Poll executed by a Tenderer, no binding agreement, express or implied (including, without limitation, any form or contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds), is intended to be created between DFAT and any Tenderer in relation to the Services the subject of this RFT unless and until a formal written contract is executed by DFAT and the successful Tenderer.

* 1. In this RFT, unless a contrary intention appears, words, abbreviations and acronyms have the same meaning given to them in Part 2: Standard Conditions of Tender or the Draft Contract.
  2. If there is any inconsistency between any parts of this RFT, a descending order of precedence is to be accorded to the:
     1. Part 2: Standard Conditions of Tender;
     2. Part 1: Services Specific Conditions of Tender; and
     3. Part 3: Draft Contract in accordance with the order of precedence clause contained therein,

so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

# Tenderer Costs

# All costs and expenses incurred by a Tenderer in connection with this RFT, including but not limited to the costs associated with preparing and lodging a Tender, responding to requests from DFAT and providing further information sought by DFAT, hosting site visits or attending industry briefings/site inspections, interviews or contract negotiations, are the sole responsibility of the Tenderer.

# DFAT will not be, and is not, liable for any lost profit, lost opportunity or other losses sustained by the Tenderer as a result of responding to this RFT.

# Amendment of the RFT

# DFAT may amend this RFT at any time by issuing an Addendum and publishing it on AusTender. All conditions of this RFT will apply to any Addenda issued by DFAT unless amended in the Addenda. Upon issue, each Addendum forms part of this RFT.

# DFAT may extend the Closing Time at its sole discretion by issuing an Addendum via AusTender.

# Tenderers who have registered and downloaded this RFT documentation will be notified by AusTender via email if an Addendum to this RFT is issued.

# DFAT accepts no responsibility if a Tenderer fails to become aware of any Addendum which would have been apparent from a visit to the AusTender page for this RFT.

# Australian Government Requirements

* 1. DFAT will not enter into a Contract with a Tenderer (and will not approve any subcontractor proposed by a Tenderer) which has a judicial decision against it (including in overseas jurisdictions but excluding judgements under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid, for a breach of workplace relations law, work health and safety law, or workers’ compensation law. If the Tenderer (or any proposed subcontractor) is so subject, the Tenderer must provide DFAT with assurance that it (or the proposed subcontractor) has fully complied, or is fully complying with the Court or Tribunal decision or Order.
  2. DFAT will not enter into a Contract with a Tenderer (and will not approve any subcontractor proposed by a Tenderer) listed on the World Bank List or a Relevant List. If a Tenderer (or a proposed subcontractor) is subject to investigation by the World Bank or by another aid donor that could lead to the Tenderer (or the proposed subcontractor) becoming listed, DFAT may, in its absolute discretion, exclude a Tender from that Tenderer from further consideration. A Tenderer must immediately notify DFAT if it (or any proposed subcontractor) becomes listed, investigated or suspended by the World Bank or any development donor prior to the award of any resultant Contract or the termination of this RFT process.

# Commonwealth Procurement Rules and PGPA Act

# The Commonwealth Procurement Rules (CPRs) at <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/index.html> and the *Public Governance Performance and Accountability Act Rules 2013* (Cth) (PGPA Act) at <http://www.comlaw.gov.au> as amended from time to time, apply to this RFT.

# Workplace Gender Equality

* 1. In accordance with the Workplace Gender Equality Principles at <https://www.wgea.gov.au/about-wgea/workplace-gender-equality-procurement-principles>, DFAT will not enter into any resultant Contract with a Tenderer who is non-compliant under the *Workplace Gender Equality Act 2012* (Cth) (WGE Act).
  2. Tenderer must identify in their Tender whether it is a Relevant Employer under the WGE Act, and if it is, must include in its Tender a copy of its current letter of compliance with the WGE Act.

# 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 this RFT process is, or will be, accurate, current or complete.

# Tenderers are solely responsible for examining this RFT, any documents referenced in or attached to this RFT and any other information made available by DFAT to Tenderers in connection with this RFT process.

# Tenderers should make their own independent assessment and investigations and obtain their own independent advice regarding the subject matter of this RFT.

# Tenderers are to satisfy themselves that their Tender (including tendered prices) is accurate, complete and not misleading.

# Tender preparation

# Tenderers are to complete and provide the information requested in Part 1: Services Specific Conditions of Tender and are to do so in the manner requested in that part.

# Tenderer Enquiries

# All enquiries relating to this RFT should be directed to the Contact Mailbox in writing before the last date for enquiries date on or before the last date for addenda as listed at RFT Dates and Times.

# If DFAT considers that a Tenderer’s enquiry may be relevant to other Tenderers, it may at its discretion and without disclosing the source of the query, publish its response to all Tenderers on a non-attributable basis by publishing an Addendum on the AusTender website.

# Lodgement of Tenders

#### Tenderers are required to lodge their Tender electronically via AusTender in accordance with the requirements set out in Part 1 (Service Specific Conditions of Tender) of this RFT. Tenders must be lodged before the Closing Time specified in this RFT Dates and Times located on the cover page of the RFT.

#### Tenders must be lodged in the format requested in Part 1 (Service Specific Conditions of Tender) and all file names should:

#### sufficiently identify the tenderer by including their names; and

#### reflect the parts of the response they represent, where the response comprises multiple files.

# Late Lodgement Policy

# Any Tender lodged after the Closing Time is a late Tender and will not be considered by DFAT.

# Tender Validity Period

# Unless another tender validity period is specified in Part 1 (Service Specific Conditions of Tender), Tenders must remain open for acceptance (valid) for a period of at least six (6) months (i.e. 180 calendar days) from the Closing Time.

# DFAT may request a Tenderer to extend the validity period of the Tender, referred to at Clause 12.1 above.

# Unintentional Errors of Form

# If a Tenderer has made an unintentional error of form in its Tender, DFAT may at its sole discretion by written request, permit the Tenderer to correct that error within a specified timeframe, but will not permit the Tenderer to submit new or different information that would materially alter the original Tender.

# Alterations, Erasures and Illegibility

# Any alterations or erasures to a Tender by a Tenderer are to be initialled by that Tenderer. Tenders containing alterations or erasures that are not initialled or pricing or other information that is not stated clearly and legibly may be excluded from consideration.

# Alterations or erasures to a Tender must be made before the Closing Time.

# Additional Material

* 1. 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.
  2. Tenderers should not provide additional material of any kind such as brochures, letters, summaries, photographs or promotional material – such material will be deleted and not evaluated.
  3. 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.

# Privacy, Disclosure and Confidentiality

# In accordance with paragraph 7.21 of 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:

#### the Tenderer requests specific information which it considers should be kept confidential in **Table 1** (Confidential Information) at **Tender Response Statement C**;

#### the specific information is by its nature confidential or is personal information under the *Privacy Act 1988* (Cth); and

#### DFAT agrees to that request or is otherwise bound by law not to disclose the information.

# In considering a request for confidentiality, DFAT will consider whether disclosure would cause detriment to a Tenderer or a third party.

# 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:

### details of Commonwealth contracts with an estimated value of **AUD10,000** (GST inclusive) or more, and standing offers on AusTender;

### 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

### 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.

# 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.

# Ownership of Tenders

# All Tenders become the property of DFAT upon lodgement. Tenderers submit documents in response to this RFT on the basis that DFAT may use, retain and copy the information contained in those documents for the purposes of:

# evaluation and selection of any Tender;

# preparation and negotiation of any resultant Contract with respect to this RFT; and

# verifying the currency, consistency and adequacy of information provided under any other RFT process conducted by DFAT.

# DFAT may disclose the contents of any Tender to its representatives and advisers for the purposes of assisting DFAT with this RFT process. DFAT may, at its discretion, seek appropriate confidentiality obligations from those representatives or advisers where such disclosure is made.

# Nothing in this Clause 18 affects the ownership of intellectual property in any Tender.

# Consortia and Joint Venture Tenders

# DFAT may, subject to this RFT, consider a Tender from a consortia or joint venture in the form of a joint Tender.

# Any joint Tender must set out details of all consortia or joint venture members, including the role that each member would play in the delivery of the requirements, and must nominate a single legal entity which would, if successful, enter into a contract with DFAT.

# DFAT may require parent company guarantees from the parent companies of parties to a consortia or joint venture.

# Associate Tenders

## DFAT will, subject to this RFT, consider a tender from two or more parties who have not formed a single legal entity in the form of an Associate Tender on the basis that one party, the Tenderer, acts as the prime contractor and the other party becomes a sub-contractor known as “the Associate”.

### An associate tender must set out details of all Associates, including the role that each member would play in the delivery of the Requirements and provide an assurance to DFAT from an authorised representative of the Associate of the Associate’s corporate commitment to and involvement in the provision of the goods and/or services in the form of a one-page Letter of Association attached to the Technical Proposal (Tender Response Schedule 2). The letter should clearly outline the proposed role of the Associate in the delivery of the goods and/or services, and specify any activities it will be leading. If a Letter of Association is not provided for a proposed Associate, DFAT will delete all references to the Associate in a Tender before the Tender is evaluated.

### Tender associates who are approved by DFAT to undertake identified parts of the Requirements will be specified in any resultant Contract if the Tenderer is selected as the Preferred Tenderer and a contractual arrangement successfully negotiated.

# Subcontractors

### If any aspects of the Services will be provided by a subcontractor to the Tenderer, the Tender should set out the details of all proposed subcontractors and their proposed responsibilities in the Technical Proposal (Tender Response Schedule 2).

### In accordance with the terms of the Draft Contract, DFAT will hold the Contractor responsible for the actions of any subcontractors, and the Contractor will be required to include all relevant provisions of the Contract in any subcontract agreements.

# Conflict of Interest

# Tenderers must notify DFAT immediately after becoming aware of an actual or potential Conflict of Interest in connection with the submission of the Tender or the provision of the Goods and/or Services described in this RFT, or at any time prior to receiving notification of the award of a Contract or the termination of this RFT process.

# If the Tenderer has or may have an actual or potential 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.

# DFAT may regard any participant in a Joint Tender under Clause 19 (Consortia and Joint Venture Tenders) who separately Tenders or participates in a further Joint Tender in response to this RFT as being in a Conflict of Interest situation.

# Unlawful Inducements

# Tenderers, their officers, employees, 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 evaluation from any individuals or companies involved in the evaluation during the evaluation or any time after the evaluation, except consistent with Clause 41 (Debriefing) of this Part 2. Any such contact during the evaluation process will be considered an attempt to influence the outcome of this RFT process and may result in exclusion of the Tender from further consideration.

# Collusive Tendering and Improper Assistance

# Tenderers, their officers, employees, 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.

# 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.

# 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 *Criminal Code Act 1995* (Cth).

# If a Tenderer is found to have made false or misleading claims or statements 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.

# 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.

# Minimum Form and Content Requirements

# DFAT will exclude a Tender from further consideration if DFAT considers that the Tender does not comply with the Minimum Content and Format Requirements specified in Part 1 (Service Specific Conditions of Tender).

# Conditions for Participation

#### DFAT will exclude a Tender from further consideration if DFAT considers that the Tenderer does not satisfy any of the Conditions for Participation specified in Part 1 (Service Specific Conditions of Tender).

# Evaluation of Tenders

# Tenders will be evaluated on the basis of best value for money consistent with Commonwealth policies and the terms of this RFT.

# The criteria to be applied for the purposes of evaluation are set out in Part 1 of this RFT.

# Security, Probity and Financial Checks

# DFAT and/or a consultancy engaged by DFAT may perform any security, probity and financial investigations and procedures it may, in its sole discretion, determine necessary in relation to Tenderers, their employees, officers, partners, associates, subcontractors or related entities and their officers, employees and subcontractors.

# Tenderers may be required to provide the telephone number and email address of the tendering entity’s nominated contact point for the financial assessment. If required, following tender submission, a DFAT-appointed financial assessor will contact the tendering entity’s nominated contact point for the following information, at a minimum:

## complete annual financial statements for the last three (3) financial years, with all supporting notes;

## descriptions of any recent changes of substance in the Tenderer’s financial position that are not reflected in the most recent financial information;

## details of any other tendering opportunities currently being pursued by the tendering entity or related entities within the group;

## details of any existing cross guarantees or overdrafts; and

## details of any significant events, matters or circumstances that may significantly affect the Tenderer’s capacity to perform the Services.

* 1. Tenderers must provide DFAT’s financial assessor with further details of relevant financial data and other relevant information concerning the Tenderer, if so requested by the financial assessor. Failure to do so may result in the Tender not being assessed further. The financial information of Tenderers will be treated confidentially. The report on the financial capacity of each Tenderer will be provided to the EC and/or the Delegate.
  2. 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.

# Tender Prices

# Tenderers must provide their Tender prices in Tender Response Schedule 3: Commercial Proposal. Tendered prices should be inclusive of all costs of complying with this RFT and all costs associated with the due and proper completion of the proposed Contract, and:

#### be inclusive of all taxes duties and charges, excluding goods and services tax (‘GST’), if applicable. GST payable should be separately identified in **Tender Response Schedule 3** and will not form part of the Price Assessment;

#### be inclusive of all necessary insurances;

#### be inclusive of any escalation, any allowance for foreign exchange rate variations or other price risks;

#### remain unalterable for the period of Tender validity as listed in **RFT Dates and Times**;

#### not vary according to the mode of payment;

#### take into account the liability, indemnity and other relevant provisions regarding risk in the Draft Contract; and

#### include detailed information on assumptions used in preparing the pricing.

### Tenderers should seek their own independent tax advice in relation to this RFT and the Draft Contract.

### DFAT may use the pricing information provided in Tenderer Response Schedule 3 for the Price Assessment.

### DFAT is not bound to accept the lowest price (or any) Tender.

# Compliance with Adviser Remuneration Framework (ARF)

# Tenders must comply with the ARF. Tenderers must not propose an Adviser whose rate exceeds the Maximum Rate. If the Preferred Tenderer proposes an Adviser whose rate is between the Market Reference Point and the Maximum pay point, their rate will require approval by the DFAT delegate prior to Contract execution. If the DFAT delegate does not approve the rate proposed, DFAT will deem that the Tenderer has proposed an Adviser whose remuneration package is inconsistent with the ARF.

# If a Tenderer proposes an Adviser whose remuneration package is inconsistent with the ARF, DFAT will notify the Tenderer that it has one (1) business day (or such longer period as DFAT may, at its discretion, allow) to take action either by:

#### proposing an alternative team member; or

#### renegotiating the Adviser’s remunerationpackage such that the rate complies with the ARF.

# Tenderers must ensure that all Advisers are assigned a Job Level and Professional Discipline Category in accordance with the ARF.

# Insurances

# Tenderers are required to confirm in their Tenders they hold the insurances specified in this RFT and the Draft Contract, or confirm that they are willing to obtain those insurances if selected as the preferred Tenderer prior to any resultant Contract.

# Competitive Neutrality

# Competitive neutrality requires that Government businesses should not enjoy net competitive advantages over their private sector competitors by virtue of public sector ownership.

# Tenderers from the public sector should demonstrate in the pricing of their Tender that the requirements of competitive neutrality have been met, including (without limitation) payment of relevant taxes and charges, rates of return and cost of funds.

# Tenderer Personnel

# Individuals with conflicting commitments and current and Former DFAT Employees should not be included in the Tender as Tenderer Personnel or as individuals who will be engaged by the Tenderer if selected as the Preferred Tenderer.

# DFAT may reject any Tender which does not disclose the fact that a proposed team member has an existing and continuing commitment to another project (DFAT or otherwise).

# DFAT reserves the right to reassess any Tender if, following submission, the membership of a Tender changes (including withdrawing consortium members).

# 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.

# If a Tenderer wishes to nominate a current or Former DFAT Employee as a referee it must request and receive approval to do so from via the Contact Mailbox prior to submitting its Tender.

# DFAT may, at its 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.

# 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 in Part 1 (Services Specific Conditions of Tender) of this RFT, 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 Clause 37.3 (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:

#### 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

#### 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.

# Standards

* 1. Where an Australian Standard (or in its absence, an international standard) is specified in Part 1 of this RFT as being applicable to the goods and services being procured, Tenderers must demonstrate their capability to meet that standard in their Tenders. Tenderers should note that, under any resultant Contract, the Contractor will be required to substantiate that its provision of the goods and services meet the applicable standard in accordance with Rules 10.10 and 10.38 of the CPRs.
  2. Where this RFT relates to the procurement of construction-related Services that are to be provided in Australia, the Tenderer:
     1. must comply with the Commonwealth *Building Code 2013*, and at the time it lodges its Tender, the tenderer must:

#### not have been precluded from Tendering for Australian Government-funded building and construction work;

#### fully complied with any adverse Court or Tribunal decision or Order (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers’ compensation law; and

#### submit in its Tender a copy of its letter of compliance with [the Building Code](http://employment.gov.au/building-code-2013) as issued by the Australian Building and Construction Commission or its Self-Declaration made under section 11 of that Code; and.

#### If applicable, be accredited under the Australian Government’s Building and Construction Work Health and Safety (WHS) Scheme., and include in its Tender a statement that it is so accredited. More information on this scheme is at: <http://www.fsc.gov.au/sites/fsc/needaccredited/accreditationscheme/pages/theaccreditationscheme>.

# Contract Negotiations

# Following the selection of a Preferred Tenderer, DFAT may enter into contract negotiations with the Preferred Tenderer.

# Without limiting DFAT’s rights, during contract negotiations, DFAT may:

### engage in detailed discussions with one or more Tenderers in person or via email;

### 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);

### decline to consider a Tenderer’s revised pricing if DFAT considers that the Tenderer has changed the underlying basis on which the Tenderer’s pricing was calculated;

### reject the Preferred Tenderer’s Tender, discontinue negotiations with that Tenderer and/or re-enter negotiations with other Tenderers (including or excluding the Preferred Tenderer) if in DFAT’s view during final negotiations, the Preferred Tenderer retracts or attempts to retract agreements under which material business, financial, technical and legal issues were resolved during negotiations, or in DFAT’s opinion the Tenderer is not negotiating in good faith;

### request the Tenderer to negotiate in good faith a proportionate reduction to the Tendered price if the Statement of Requirements is reduced as a result of constraints imposed on DFAT either before or after the Closing Time; and

### take into account the outcome of negotiations in finalising the evaluation of Tenders and in making a selection decision in declaring the Preferred Tenderer.

1. **Operation of the Contract**
   1. DFAT intends to enter into a contract with the Preferred Tenderer substantially in the form of the Draft Contract located at Part 3 of this RFT.
   2. Any resultant Contract entered into between DFAT and any Preferred Tenderer will alone govern the legal relationship between the parties.

# Debriefing

# Following the rejection of a Tender or the award of a Contract, DFAT will promptly inform Tenderers of the decision. Tenderers requiring a debriefing should contact the Contact Officer at the email address specified on the cover page of this RFT. Debriefings will be made available to Tenderers within 14 days of request, outlining the reasons their Tender was successful or unsuccessful.

# Application of Law and Commonwealth Policy

# This RFT is to be construed in accordance with, and any matter related to this RFT process is to be governed by, the laws of the Australian Capital Territory (‘ACT’). The ACT will have sole jurisdiction for any dispute resolution.

# Tenderers must at all times abide by Commonwealth Law and Australian Government Policies.

# DFAT reserves the right in its absolute discretion to exclude from consideration any Tender:

### where any of the Tenderer’s Personnel have been convicted of, or are being investigated for, a criminal offence;

### on the grounds of bankruptcy, insolvency or significant deficiencies in performance of any substantive requirement or obligation under a prior contract in accordance with Rule 10.16 of the CPRs;

### which is late, incomplete (including those with electronic files that cannot be read or decrypted) or which DFAT believes to potentially contain any virus, worm, malicious code, disabling features or anything else that might compromise the integrity or security of AusTender and/or DFAT’s computing environment; and

### where the Tenderer is on the World Bank List or a Relevant List, or is or becomes the subject of an formal or informal investigation or temporary suspension which may lead to it becoming so listed.

# DFAT’s Rights

# Despite any other provision in this RFT, 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 a financial viability assessment on the Tenderer to assess the Tenderer’s financial capacity and financial viability in accordance with the information provided at Tender Schedule 2 and Tender Schedule 3.

## (h) negotiate or decline to negotiate with any Tenderer, and discontinue negotiations at any time (including for non-provision of Police Clearance Certificates);

## (i) negotiate with one or more Tenderers 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 prior to entry into any resultant Contract;

## (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; and

## (m) allow, or refuse to allow, a Preferred Tenderer to enter into any resultant Contract in the name of a different legal entity to that which submitted the Tender.

# Complaints

# Any complaints arising out of this RFT process should be made in writing to the DFAT Contact Mailbox.

# All complaints related to this RFT process will be dealt with in accordance with DFAT’s Policy on Complaints Handling (available at [www.dfat.gov.au](http://www.dfat.gov.au)).

RFT PART 3: DRAFT CONTRACT

[Insert Draft Contract here]

1. Achieving value for money is a requirement under the *Public Governance, Performance and Accountability Act* (2013) (Cth) and the *Commonwealth Procurement Rules*. DFAT’s Value for Money Principles guide its decision making to maximise the impact of its investments: <http://dfat.gov.au/aid/who-we-work-with/value-for-money-principles/Pages/value-for-money-principles.aspx> [↑](#footnote-ref-1)
2. *Tenderers must provide a breakdown of the Management Fee. The Management Fee must include all costs associated with associates or subcontractors. The Management Fee is exclusive of Adviser Support Costs as detailed in the Adviser Remuneration Framework (ARF) at* [*http://dfat.gov.au/about-us/publications/Pages/adviser-remuneration-framework.aspx*](http://dfat.gov.au/about-us/publications/Pages/adviser-remuneration-framework.aspx)*. DFAT may, under any resultant Contract, require copies of all subcontracts. Depending on the financial viability of the Preferred Tenderer as determined by the Financial Viability Assessment, or during Contract negotiations, DFAT may require the preferred Tenderer to provide DFAT under any resultant Contract with an unconditional Bank Undertaking or Performance Guarantee issued by a bank or financial institutional acceptable to DFAT. DFAT will require the bank or financial institution to execute a Deed of Guarantee in favour of DFAT. Reasonable costs associated with this will be added to the Tenderer’s proposed Management Fee during Contract negotiations.* [↑](#footnote-ref-2)
3. Mobilisation is payable where an Adviser relocates from their country of residence for the purposes of fulfilling their duties under any resultant Contract. [↑](#footnote-ref-3)
4. Demobilisation is payable where an Adviser has been eligible for the payment of Mobilisation under any resultant Contract. [↑](#footnote-ref-4)
5. Mobility Allowance is defined in the ARF at[*http://dfat.gov.au/about-us/publications/Pages/adviser-remuneration-framework.aspx*](http://dfat.gov.au/about-us/publications/Pages/adviser-remuneration-framework.aspx). Mobility Allowance is a reimbursable line item and will not be part of any like-for-like assessment. [↑](#footnote-ref-5)
6. Security Costs mean the costs of complying with the Contractor’s security and Work Health and Safety obligations under the Draft Contract attached to this RFT. [↑](#footnote-ref-6)