## TENDER RESPONSE SCHEDULE 1 – DIVERSITY, INCLUSION AND BENEFIT TO THE AUSTRALIAN ECONOMY (up to 4 pages):

## Part 1: Indigenous Participation Plan

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

*DFAT applies the (Australian) 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 maximising the levels of indigenous employment (workforce) and supplier use (supply chain) over the life of the Contract. The IPP 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)

*In answering this question, the Tenderer is requested to succinctly detail its organisation’s progress in terms of Indigenous participation in terms of detailing relevant organisational baselines and targets/progress, and what has been learned and changed.*

*The Tenderer should also describe how it will maximise participation in the project in terms of baselines/targets and how it will go about meeting these targets.*

*Non-Australian entities can include how they apply the principles of the IPP in their workforce and supply chain.*

*DFAT will consider proposals from Tenderers to meet the IPP intent at either the contract-based level or at the organisation-based level. These requirements can be met directly or through subcontracts.*

*The preferred Tenderer's Indigenous Participation Plan will form part of any resultant Contract.*

***[Insert response]***

## Part 2: Diversity and Inclusion Plan

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

*Tenderers are required to submit a Diversity and Inclusion Plan with their Tender. The Plan should address how the Tenderer intends on addressing barriers to inclusion and opportunities for participation to enable women, culturally and linguistically diverse people and people with a disability to benefit from the project.*

*In answering this question, the Tenderer is requested to succinctly detail its organisation’s progress in terms of diversity and inclusion and in terms of detailing relevant baselines and targets/progress, and what has been learned and changed.*

*The Tenderer should also describe how it will maximise diversity and inclusion in the project in terms of baselines/targets and how it will go about meeting these targets.*

*The preferred Tenderer's Diversity and Inclusion Plan will form part of any resultant Contract.*

***[Insert response]***

**Part 3: Localisation Participation Plan**

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

*Tenderers are required to submit a Localisation Participation Plan with their Tender. The Localisation Participation Plan should address how the Tenderer intends on maximising the levels of local employment (workforce) and supplier use (supply chain) over the life of the Contract.*

*In answering this question, the Tenderer is requested to succinctly detail its organisation’s progress in terms of localisation in terms of detailing relevant organisational baselines and targets/progress and what has been learned and changed.*

*The Tenderer should also describe how it will maximise localisation in the project in terms of baselines/targets and how it will go about meeting these targets.*

*The preferred Tenderer's Localisation Participation Plan will form part of any resultant Contract.*

*For Tenderer’s information attached to this RFT is a Research Paper: Localisation and Social Procurement*

***[Insert response]***

## 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 (not limited to the below examples):*

 *- 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]***

## TENDER RESPONSE SCHEDULE 2: TECHNICAL PROPOSAL (up to 12 pages – excluding annexes)

***NOTE TO TENDERERS (Delete this box before submitting your Tender)* Within the 12-page limit specified, the tender written response must address the Three Technical Evaluation Criteria and provide the required Annexes listed (as per the information below).**

|  |  |
| --- | --- |
| **Technical Proposal Evaluation Criteria** | Weighting |
| **Technical Criterion 1: Technical Approach**Tenderers should describe how they will:1. design and implement a program to fulfil the End-of-Investment Outcomes (EOIOs) in collaboration with DFAT.
2. deliver education and gender sector services whilst designing the program;
3. generate value but recognise the needs and authorities of DFAT and Government of Samoa (i.e. a systems and partnership approach); and
4. include measures in the context of a COVID19 environment regarding the provision of technical support and analysis; training; partnership brokering and ‘just in time’ policy advice in the areas of health; gender; disability; and social protection.

***Annex 1:*** *Mobilisation Plan*Tenderers must provide a Mobilisation Plan in one (1) A4/A3 size page (landscape format), covering activities for the first 8 months (16 November 2021 – 31 July 2022).***Annex 2:*** *Design Work Plan*Tenderers must submit a Design Work Plan of up to three (3) A4 pages outlining their approach to designing the program, including possible challenges, particularly COVID-19 related, that might be encountered during the design phase and how they might be mitigated. ***[Insert written response to Criterion 1]*** | 40% |
| **Technical Criterion 2: Operational Approach**Tenderers should describe their capability to:1. Translate the SHDSI principles to ways of working that are promoted and upheld.
2. Develop appropriate systems to implement and oversee the program effectively and in accordance with the relevant Government’s laws and policies.
3. Work flexibly and sensitively with diverse stakeholders including DFAT and partner governments.
4. Work collaboratively with other programs and organisations (including other contractors) to deliver outcomes; and
5. Deliver services and outcomes in resource constrained and/or remote environments.

This criterion should also highlight approaches to operational and logistical support; management; quality assurance and knowledge exchange; financial and information management; and safeguards and risk management and include how the nominated Contractor Representative will support and facilitate the program team.***Annex 3:*** *Organisational Chart*Tenderers must provide an Organisational Chart of up to two (2) pages in A4 landscape for the Inception phase and Implementation phase (a proposed structure with key personnel indicated, noting the final structure will be determined by the design)***Annex 4****: Risk Management*Tenderers must submit a risk management framework of up to one (1) page outlining process for how they propose to manage the political, partner relations and operational risks in a COVID-19 environment.***Annex 5:*** *Past and Current Experience*The Tenderer must provide past experience forms of up to one (1) page each for up to two (2) completed or current programs. ***Annex 6:*** *Letters of Association*Where a tender represents more than one company, each company represented on the bid must provide an up to one (1)-page letter of association addressed to the lead tenderer. The letter should outline the role of the company and list any activities they may/will be involved in. ***[Insert written response to Criterion 2]*** | 30% |
| **Technical Criterion 3: Personnel Approach**Tenderers should propose a resource profile appropriate to the services required, utilising national personnel where possible, with varying depths of experience and reflect sound principles of gender equality and social inclusion. This includes personnel with skill sets as set out in the Statement of Requirements. ***Annex 7:*** Resourcing ProfileTenderers must provide a table of up to two (2) pages in A4 landscape indicating all proposed positions and inputs (days or months) including any unallocated positions; and any contractor representative and/or head office positions with substantial inputs in the format provided below. This should not include any cost information.***Annex 8:*** *Terms of Reference (ToRs), CVs and referee reports*For the Design Team Lead and one (1) other nominated key personnel position the Tender should provide the following, in the format provided below:1. Terms of Reference (ToRs) of one (1) A4 page.
2. a CV of up to two (2) A4 pages; and
3. up to two (2) written references ofone (1) A4 page each**.**

*\*Please note that additional TORs, CVs and referee reports are not required and will be removed if submitted.* ***[Insert written response to Criterion 3]*** | 30% |

Format requirements for the Technical Proposal (Schedule 2) Annexes listed above:

**Annex 7: Resourcing Profile,** tenderers to complete Table below and insert rows as required by your individual tender response. (*Criterion 3*)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Position Title | Position Location | Inputs (days/months) | Year 116 Nov 2021 to30 Jun 2022[7.5 months] | Year 21 Jul 2022 to 30 Jun 2023[12 months] | Year 31 Jul 2023 to 30 Jun 2024[12 months] | Year 41 Jul 2024 to 30 Jun 2025[12 months] | Year 51 Jul 2025 to15 Nov 2025(4.5 months) | **CONTRACT TERM TOTAL** |
| **Long Term Adviser**  |
| (if any) Tenderer to specify - Position | City, Country | Months | Qty of inputs | Qty of inputs | Qty of inputs | Qty of inputs | Qty of inputs | Position Total |
| Education In-country Manager | Samoa | Months | 7.5 |  |  |  |  | 7.5 |
| Gender Program Coordinator | Samoa | Months | 7.5 |  |  |  |  | 7.5 |
| **Short Term Adviser**  |
| (if any) Tenderer to specify - Position  | City, Country | Days | Qty of inputs | Qty of inputs | Qty of inputs | Qty of inputs | Qty of inputs | Position Total |
| **Short Term Personnel Pool**  |
| ***Unallocated short-term adviser*** | City, Country | Days | Qty of inputs | Qty of inputs | Qty of inputs |  |  | Position Total |
| (if any) Tenderer to specify - Position |  |  |  |  |  |  |  |  |
| **Associates (if any) < delete Associate if not applicable to the tender proposal>** |
| (if any) Tenderer to specify - Position | City, Country | Days | Qty of inputs | 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 | Input total | **Input total** |
| Total - Short Term Personnel | Input total | Input total | Input total | Input total | Input total | **Input total** |
| **Head Office Support Personnel**  |
| Contractor Representative |  |  |  |  |  |  |  |  |
| (Others if any) Tenderer to specify - Position |  |  |  |  |  |  |  |  |
| Head Office Support Personnel | Input total | Input total | Input total | Input total | Input total | **Input total** |

**Annex 8: Terms of Reference (TORs), Curriculum Vitae (CV) and Referee Reports** the Tenderer will provide TORs, CV’s and referee reports for all key nominated personnel (i.e. the leadership delivery team), that will deliver the full suite of services. (*Criterion 3*)

[Tenderers to complete the Table below and insert rows as maybe required by your individual tender response for TOR’s of no more than 1 page].

|  |  |
| --- | --- |
| **Position Title** | *Insert Position Title* |
| **Nominated Tenderer Personnel** | *Insert Name Surname* |
| **Long Term / Short Term** | *Short Term / Long Term Position* |
| **Position Location** | *Insert location where the position will be based* |
| **Reports To** | *Insert Position which this Position reports to* |
| **Job Specification** | *Provide brief details as maybe required* |
| **Reporting Requirements** | *Provide brief details as maybe required* |

[Tenderers to use their own brief CV templates of up to two (2) A4 pages]

[Tenderers to use the Table below for two (2) written references of one (1) page each.]

***Written References***

|  |  |
| --- | --- |
| **Nominated Position Title** | *Insert Position Title as per the TORs 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* |
| **How long did you work with the applicant?** | *Insert months/years* |
| **In what capacity do/did you work with the applicant?** | *Insert response* |
| **What were the dates of their engagement?** | *Insert response* |
| **What duties and responsibilities does/did the applicant have?** | *Insert response* |
| **How big was the team they supported? How well did they fit into the team** | *Insert response* |
| **How would you describe the applicant’s overall work performance? Have you had any concerns with their 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* |
| **Would you work with the applicant again? Why/why not?** | *Insert response* |
| **Referee Name and Date** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Referee Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |

## TENDER RESPONSE SCHEDULE 3: COMMERCIAL PROPOSAL

***NOTE TO TENDERERS (Delete this box before submitting your Tender):*** *Your response should address the proposed commercial proposal. You do not need to repeat parts of your Technical Proposal.*

***Provide the proposed management fee arrangement*** *that are specific to, and commercially reasonable for, the services required. Tenderers are requested to submit a management fee schedule for negotiation with DFAT. In developing your proposal consider all cost savings or other benefits your tender can offer in the provision of goods/services.* *Describe an enhanced value for money basis of payment, detailing milestones/deliverables and reporting frameworks and incorporating payments linked to performance and program achievements (i.e. link your Management Fees to Delivery of Services).*

*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.*

*Contractor Representatives cannot be listed as Personnel and must be 100% covered by Management Fees (including their travel and any proposed technical inputs).*

*DFAT takes this cost-consciousness seriously and it will form a competitive part of the evaluation process. 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.*

***[Insert written response to the Payment Arrangements outlined above and complete all tables listed below]***

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Payment Type** | **Percentage****(%)** | **Item** | **Year 1**16 Nov 2021 to30 Jun 2022[7.5 months]**(AUD)** | **Year 2**1 Jul 2022 to30 Jun 2023[12 months]**(AUD)** | **Year 3**1 Jul 2023 to30 Jun 2024[12 months]**(AUD)** | **Year 4**1 Jul 2024 to  30 Jun 2025[12 months]**(AUD)** | **Year 5**1 Jul 2025 to15 Nov 2025(4.5 months)**(AUD)** | **Maximum Amount Payable****(AUD)** |
| Milestone |  | *MEL Framework* |  |  |  |  |  |  |
|  |  | *(Milestone 2 description onwards etc)* |  |  |  |  |  |  |
| Payment by Results /Deliverables |  | *(PBR item 1)* |  |  |  |  |  |  |
|  |  | *(PBR item 2 etc)* |  |  |  |  |  |  |
| Partner Performance Assessment (PPA)  |  | *PPA based payment \** |  |  |  |  |  |  |
| **TOTAL** | 100% |  |  |  |  | **TOTAL** | **TOTAL** | **AUDx** |
| *Yearly breakdown* |  |  | *AUDx* | *AUDx* | *AUDx* | *AUDx* | *AUDx* |  |

***[Tenderers to list any relevant assumption associated with proposals]***

**\***PPA payments will be paid in accordance with the percentage (%) payable based on the overall PPA rating for that eligible period.

* + - * 5 or above the payment will be [xx%] of the amount due;
			* 4 to 5 the payment will be [xx%] of the amount due; and
			* 3 or below the payment will be [xx%] of the amount due.

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Position Title** | **Inputs****(Months/Days)** | **Year 1**16 Nov 2021 to30 Jun 2022[7.5 months]**(AUD)** | **Year 2**1 Jul 2022 to30 Jun 2023[12 months]**(AUD)** | **Year 3**1 Jul 2023 to30 Jun 2024[12 months]**(AUD)** | **Year 4**1 Jul 2024 to  30 Jun 2025[12 months]**(AUD)** | **Year 5**1 Jul 2025 to15 Nov 2025(4.5 months)**(AUD)** | **Maximum****Amount****Payable****(AUD)** |
| **Inputs** | **Rate** | **Total** | **Inputs** | **Rate** | **Total** | **Inputs** | **Rate** | **Total** | **Inputs** | **Rate** | **Total** | **Inputs** | **Rate** | **Total** |  |
| **Long-Term Personnel** |
| *Design Team Lead* | *Months* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| *Novated Personnel\** | *Months* | *7.5* |  | *150,000* |  |  |  |  |  |  |  |  |  |  |  |  | *150,000* |
| *Any other LT position titles* | *Months* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | ***Sub-total*** | ***AUDx*** |
| **Short-Term Personnel** |
| *(Position 1)* | *Days* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| *Any other ST position titles* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | ***Sub-total*** | ***AUDx*** |
| **Short-Term Personnel Pool** |
| N/A  | *Paid as a daily rate* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | ***Sub-total*** | ***AUDx*** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | **TOTAL** | **AUDx** |
|  | *Yearly breakdown (AUD)* |  |  | *AUDx* |  |  | *AUDx* |  |  | *AUDx* |  |  | *AUDx* |  |  | *AUDx* |  |

*\*The two novated personnel should be costed at an upper limit of AUD150,000 over the 7.5 months in Year 1. Novated Personnel costs will be discussed and agreed with the preferred tenderer.*

[Tenderers will provide relevant personnel costs]

***[Tenderers to list any relevant assumptions associated with proposals]***

**Table 3: Reimbursable Costs (AUD, excluding GST)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Items** | **Year 1**16 Nov 2021 to30 Jun 2022[7.5 months]**(AUD)** | **Year 2**1 Jul 2022 to30 Jun 2023[12 months]**(AUD)** | **Year 3**1 Jul 2023 to30 Jun 2024[12 months]**(AUD)** | **Year 4**1 Jul 2024 to  30 Jun 2025[12 months]**(AUD)** | **Year 5**1 Jul 2025 to15 Nov 2025(4.5 months)**(AUD)** | **Maximum Amount** **Payable****(AUD)** |
| **Operational costs including:*** Office set up
* Office ongoing costs
* Travel costs
 | x | x | x | x | x | x |
| *[Tenderers to insert additional rows and amend line items listed as required]* |  |  |  |  |  |  |
| MIS establishment (excluding personnel costs) | x | x | x | x | x | x |
| MIS ongoing maintenance costs | x | x | x | x | x | x |
|  |  |  |  |  |  |  |
|  |  |  |  |  | **TOTAL** | **AUDx** |
| *[Yearly breakdown (AUD)]* |  |  |  |  |  |  |

[Tenderers will provide relevant reimbursement costs for operational and support expenditure associated with the specific Tender proposal]

***[Tenderers to list any relevant assumptions associated with proposals]***

**Table 4: Tender Price**

|  |  |
| --- | --- |
| **Management Fees Payable** | [insert total from Table 1] |
| **Tenderer Personnel/Associate Costs** | [insert total from Table 2]  |
| **Reimbursable Costs** | [insert total from Table 3] |
| **Tender Price (excluding GST)** | [insert total sum of Tables 1 to 3] |

[The tender price submitted will exclude Program Costs, however the Total Contract Value will be the Tender Price plus the Program Costs within the indicative budget allocation for the initial term]

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

*Please note that this Table* ***will not*** *be considered for the Commercial Assessment and that the details listed below are for future use during contract negotiations (and will become Table 2A, Schedule 2 of the draft Contract).*

**Table 2A: Tenderer Personnel – Long Term Personnel Support Costs (AUD, excluding GST) (if applicable)**

| **Position. Title**  | **Year** 16 November 2021 to30 June 2022[7.5 months]**(AUD)** | **Maximum.****Amount Payable****(AUD)** |
| --- | --- | --- |
| **M/D** | **H** | **D** | **A** | **Total** |  |
| *(Position 1 e.g. Design Team Lead)* |  |  |  |  |  |  |
| *Any other LT positions* |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

*\*Reimbursable costs can be adjusted between financial years with prior written approval from DFAT (via email). Any changes must then be reflected into the next amendment.*

\*\*M/D: Mobilisation/Demobilisation Costs

H: Housing Costs

D: Dependents

A: Associated Costs as per Schedule 2, clause 3.11 (d) in the Draft Contract.

## TENDER RESPONSE SCHEDULE 4 – Tenderer Details, Deed Poll, and Response Statements [A to E]

### Tenderer Details Form

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

*A Tenderer Details form must be completed for each entity that is represented in the tender response.*

|  |  |
| --- | --- |
| **Lead Entity in Tender Response** | **YES / NO** *(Delete one)*If YES, this will be the name of the contracting party, if applicable. |
| **Tenderer Name***The name of the legal entity participating in the tender response* | [Insert] |
| **Company Registration Number in country of registration***(for example, Australian companies should provide their Australian Company Number and Australian Business Number)* | [Insert] |
| **Registered Business Address***The business address of the legal entity making the Tender* | [Insert] |
| **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 with your tender  |
| **Compliance with the Black Economy policy**  | **YES/ NO** |
| Identify by ticking the relevant boxes whether or not you are a ‘Reporting Entity’ for the purposes of the Payment Times Procurement Connected Policy (PT PCP). **Note**: A Reporting Entity means a ‘Reporting Entity’ within the meaning of the *Payment Times Reporting Act 2020* (Cth) (PTR Act).  | [ ]  The tenderer **is** a Reporting Entity.[ ]  The tenderer **is not** a Reporting Entity.  |
| **Indigenous Procurement Policy** | Is your organisation 50% or more Indigenous owned?**YES / NO** *(Delete one)*If YES, 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]**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:** [Insert]**Telephone Number 1:** [Insert]**Telephone Number 2:** [Insert]**Email 1:** [Insert]**Email 2:** [Insert] |

**Tenderer’s Deed Poll**

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

*Tenderers must provide a Deed Poll in the following format. The Deed Poll need only be submitted by the lead legal entity in the tender response.*

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

**BY:**

*[Insert name, address and business registration number such as ACN/ABN]* (‘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:
4. described in this RFT; and
5. for the Tender Price set out in the Tender.
6. The Tenderer confirms its capacity to Tender and that there is no restriction under any relevant law to prevent it from Tendering.
7. 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.
8. 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. *This includes that if it is the successful tenderer it will ensure that any first tier subcontractor not included in its response that it subsequently engages to deliver goods or services with an estimated value of over AUD4 million (GST inclusive) provides it with a satisfactory Statement of Tax Record that is valid at the time of entry into the subcontract.*
9. 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.
10. 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.
11. 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 322** (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.
12. 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.
13. 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.
14. 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.
15. 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*.*
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:
9. 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
10. 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 merit or any other contractual, quasi contractual or restitutionary grounds whatsoever as a consequence of any matter or thing relating to, or incidental to the Tenderer’s participation in this RFT.
11. The Tenderer understands and agrees to all Tender conditions including without limitation the obligations, acknowledgements and DFAT’s rights included in this RFT document.
12. 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.
13. The Tenderer makes the following additional declarations, if any, or amendments to this Tenderer Deed Poll:

**Tenderer’s response:**

*[Tenderer to enter details with supporting reasons, or insert N/A]*

1. 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).*
2. 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.
3. This Deed Poll shall not be unilaterally terminated or amended unless such termination or amendment is agreed in writing by DFAT.
4. This Deed Poll survives the termination or expiry of this RFT.

**Execution**

**EXECUTED by Deed Poll**

|  |  |  |
| --- | --- | --- |
| **Signature1** |  | **Name (please print)** |
|  |  |  |
|  |  | **Official Position Held2** |
|  |  |  |
|  |  | **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 4: Statement A: Declaration of Compliance with the Building Code 2013 – NOT REQUIRED

### Tender Response Schedule 4: Statement B: The Australian Government Building and Construction Work Health and Safety (WHS) Accreditation Scheme – NOT REQUIRED

### Tender Response Schedule 3: Statement C: Confidential Information

1. 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:
2. Criterion 1: that the information to be protected must be identified in specific rather than general terms;
3. Criterion 2: that the information must be reasonably perceived as of being of a confidential nature;
4. Criterion 3: that disclosure would be likely to cause detriment to the Contractor or other third party; and
5. Criterion 4: that the information was provided under an understanding that it would remain confidential.
6. Further information on the above criteria can be found in the publication ‘Confidentiality Throughout the Procurement Cycle’ available at: <https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>
7. 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.
8. 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]* |

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

### Tender Response Schedule 4: Statement D: Non-Compliance with Draft Contract

Tenderers should state their compliance or otherwise with the Draft Contract for this RFT. Where Tenderers do not list a Clause and then seek to negotiate this Clause prior to Contracting, DFAT will be under no obligation to consider this request. Where Tenderers do list Clauses below, DFAT is not obliged to accept these and they will be subject to negotiations. 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”.

Tenderers must note that indicating ‘Partially Compliant’ or ‘Not Compliant’ with conditions of the draft contract, **will not constitute DFAT’s acceptance** of the tenderers proposed clause changes. Any suggested changes to the standard contract conditions will only be considered by DFAT during contract negotiations.

### Tender Response Schedule 4: Statement E: Statement of Tax Record

Tenderers must apply for a Statement of Tax Record and ensure that their Subcontractors apply for a statement within sufficient time to meet these conditions for participation. Please allow at least four (4) business days for processing by the Australian Taxation Office (ATO).

Tenderers based outside of Australia still need to apply for a statement from the ATO. However, there are additional requirements for overseas based tenderers to receive the statement. This includes providing proof of being a non-resident with no tax record or a tax record of less than four years in Australia. Please refer to the additional requirements listed in Clause 8 (Applying the rules to new and foreign tenderers) of the Black Economy Procurement Connected Policy. For more information from the ATO please visit: <https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/>

Tenderers should attach to their tender response a valid and satisfactory Statement of Tax Record or a receipt demonstrating that a Statement of Tax Record has been requested from the ATO. If a receipt is attached to the tender response, then the Statement of Tax Record should then be supplied to DFAT no later than four business days from the closing time of the Tender. A valid and satisfactory Statement of Tax Record should also be attached for any subcontractors that the tenderer proposes, as part of its response, to engage to deliver goods or services with an estimated value of over AUD4 million (GST inclusive).

***[attach Statement(s)/Receipt(s)]***