



Australian Government

Department of Home Affairs

ABN: 33 380 054 835

REQUEST FOR TENDER (RFT)

FOR

PERMISSIONS CAPABILITY

HOMEAFFAIRS/2054/RFT

ATTACHMENT C – TENDER RESPONSE FORMS

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PART 1 – INTRODUCTION

1. Format for Tenders

- 1.1. Tenderers should complete and provide the Tender Response Forms in this Attachment as part of its Tender. Incomplete Tender Response Forms may result in a Tender being excluded from further consideration (see clause 3.12 Part 3 – Terms and Conditions).
- 1.2. As provided in clause 3.21 in Part 3 – Terms and Conditions and subject to clause 3.19(b) in Part 3 – Terms and Conditions, a Tenderer will be excluded if it does not meet one or more of the Conditions for Participation as set out in Part 1 – RFT Details.
- 1.3. As provided in clause 3.22 in Part 3 – Terms and Conditions and subject to clause 3.19(b) in Part 3 – Terms and Conditions, a Tender will be excluded from further consideration if it does not meet one or more of the Minimum Content and Format Requirements as set out in Part 1 – RFT Details.
- 1.4. As provided in clause 3.23 in Part 3 – Terms and Conditions and subject to clause 3.19(b) in Part 3 – Terms and Conditions, a Tender will be excluded from further consideration if it does not meet one or more of the Mandatory Requirements (if any) as set out in Part 1 – RFT Details.

2. Clarifications

- 2.1. Tenderers should send any questions to the Contact Officer in accordance with clause 3.6 of Part 3 – Terms and Conditions.

3. Tender Checklists

- 3.1. The Tender checklist below is provided as guidance only for Tenderers and does not need to be submitted with a Tender. Tenderers are responsible for ensuring that they have enclosed all relevant material in their Tender.

Subject	To be provided	Reference
Tenderer Details	Completed Tenderer details form.	Form 1
Tenderer's Deed of Undertaking	Completed Tenderer's Deed of Undertaking.	Form 2
Executive Summary	A summary of the Tenderer's proposed solution in relation to the Services.	Form 3
Evaluation Criterion 1: Capability and Capacity	Details of the Tenderer's capability and capacity to provide the Services	Form 4
Evaluation Criterion 2: Proposed Solution	Details of the Tenderer's proposed solution in relation to the Services	Form 5
Evaluation Criterion 3: Pricing	Details of the Tenderer's financial offer to provide the Services	Form 6

Evaluation Criterion 4: Economic Benefit to Australia	Details of how the Tenderer's proposed approach will provide an economic benefit to Australia	Form 7
Evaluation Criterion 5: Indigenous Participation	Details of how the Tenderer's approach will encourage and enable Indigenous participation.	Form 8
Evaluation Criterion 6: Collaboration and Relationship	Details of the Tenderer's approach to working collaboratively with the Department, other Agencies and Other Suppliers to build and maintain strong relationships and maximise the likelihood of achieving the successful implementation and performance of the Services, including the Permissions Capability and Use Cases.	Form 9
Tenderer's Referees	Completed details of the Tenderer's referees.	Form 10
Black Economy Procurement Connected Policy	Statement(s) of Tax Record.	Form 11
Conditions for Participation and Minimum Content and Format Requirements	Completed Tenderer's response to Conditions for Participation and Minimum Content and Format Requirements.	Form 12
Details of Confidential Information	List of information that the Tenderer requests to be treated as confidential under any resultant Agreement, if any, specifying the information and giving reasons why it is necessary to keep the information confidential.	Form 13
Commonwealth Policies	Completed Tenderer's response to how and/or the extent to which it will comply with Commonwealth policies.	Form 14
Statement of Compliance	Completed Tenderer's response to the Statement of Compliance.	Form 15

PART 2 – TENDER FORMS

Form 1 – Tenderer Details

The Tenderer should provide all of the information requested in the tables below:

Table 1-1 – Tenderer Details

Tenderer details			
Business or trading name			
Full legal name of Tenderer			
Entity type (for example company, sole trader, incorporated association, statutory authority, partnership, trustee on behalf of a trust or other (as specified))			
ABN (if applicable)			
Is the Tenderer registered for GST?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
ACN or ARBN (if applicable)			
Details of principal place of business / head office (including street address, telephone and fax number)			
Details of registered office			
Address for notices (if same as 'registered office' above, please write 'as above')			
Date and place of incorporation or registration of business (if applicable)			
Tenderer's business internet address			
Is the Tenderer a large business, or Small and Medium Enterprise?			

Nominated contact details	
Surname	
First name	
Position	
Telephone number	
Facsimile number	
Mobile phone number	
Email address	
Postal address	
Secondary contact details	
Surname	
First name	
Position	
Telephone number	
Facsimile number	
Mobile phone number	
Email address	
Postal address	

Table 1-2 – Consortium Structure

Consortium	
Is the Tenderer part of a consortium?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the Tenderer answers 'No' to the above question (i.e. the Tenderer is not part of a consortium), it is not necessary to complete the table below.

If the Tenderer answers 'Yes' to the above question (i.e. the Tenderer is part of a consortium), the table below should include the details of the entity nominated to be the contracting entity (i.e. the entity the Tenderer proposes would enter into any resultant Agreement with the Department) as well as each consortium member.

In addition, the Tenderer should outline the proposed consortium structure and the commercial and contractual arrangements between all the consortium members (including the proposed risk allocation) to deliver the Services.

Tenderers should also provide a summary relationship diagram and supporting narrative that demonstrates the rationale for the proposed structure, and a description of each consortium member and their proposed role in the delivery of the Services.

Consortium structure	
Which entity is the contracting entity?	
Describe the proposed consortium structure and the commercial and contractual arrangements between all the consortium members (including the proposed risk allocation) to deliver the Services	
Relationship diagram	
Supporting narrative	
Consortium member (add lines as necessary)	Proposed role

Table 1-3 - Subcontractors

The Tenderer should complete the following table for each nominated subcontractor (if any).

The Tenderer should note that in accordance with paragraph 7.21 of the Commonwealth Procurement Rules the names of subcontractors may be publicly disclosed. Tenderers must inform relevant subcontractors that the subcontractor's participation in delivering the Services may be publicly disclosed and obtain their consent to any such disclosure.

Subcontractor	
Business or trading name	
Full legal name of legal entity	
Entity type (for example company, sole trader, other (as specified))	
ABN	
ACN or ARBN (if applicable)	
Details of principal place of business / head office (including street address, telephone and fax number)	
Details of the part(s) of the Services which are proposed to be delivered by the subcontractor and summary of their responsibilities	
Is the anticipated value of the subcontract greater than \$4 million (GST inclusive)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If subcontractors have been nominated, the Tenderer should provide a minimum of two (2) referees, for each subcontractor, from organisations to which the subcontractor has provided products and services that are similar to the Services, together with their contact details.

[Guidance to Tenderers: The below table should be completed for each subcontractor proposed by the Tenderer.]

Subcontractor referee contact details	
Subcontractor name	
Referee one	
Surname	
First name	
Organisation	
Position	
Telephone number	
Mobile phone number	
Email address	
Requirement	[Guidance to Tenderers: Please insert description of products and/or services the subcontractor provided to this referee.]
Referee two	
Surname	
First name	
Organisation	
Position	
Telephone number	
Mobile phone number	
Email address	
Requirement	[Guidance to Tenderers: Please insert description of products and/or services the subcontractor provided to this referee.]

If a proposed subcontractor is a Small to Medium Enterprise (**SME**) (being an Australian or New Zealand registered firm with fewer than 200 full time equivalent employees) or an Indigenous enterprise (as defined in the Indigenous Procurement Policy - <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>), the Tenderer should specify the organisation name, the percentage of involvement and basis of determining the percentage involvement of SME or Indigenous enterprise participation for the provisions of the Services that the respective subcontractor is to undertake.

Response	
Subcontractor name	
ABN	
ACN or ARBN (if applicable)	
Is the subcontractor an SME or Indigenous enterprise?	<input type="checkbox"/> SME <input type="checkbox"/> Indigenous enterprise
Percentage of involvement	
Basis of percentage	<i>[Guidance to Tenderers: Describe how the percentage of involvement has been determined.]</i>

Table 1-4 Conflicts of Interest

The Tenderer should specify:

- any actual, perceived or potential conflicts of interest or other interests or relationships that it has or which a consortium member has; and
- if an actual perceived or potential conflict of interest or other interest or relationship exists, the Tenderer should identify how it proposes to manage that conflict of interest, other interest or relationship.

[Guidance to Tenderers: In completing Table 1-4, Tenderers should refer to clause 3.31 of Part 3 – Terms and Conditions and the Tenderer’s Deed of Undertaking at Form 2 of this Attachment C.]

Response	
Conflict of interest	Management strategy
<i>[Guidance to Tenderers: Add additional lines as required.]</i>	

The Tenderer should identify all **meetings of interest** over the two-year period immediately preceding the Closing Time that the Tenderer or any of its personnel, a subcontractor or any of its personnel, or a consortium member or any of its personnel, have attended including the nature of the meeting, the date and the attendees.

[Guidance to Tenderers: a meeting of interest is a meeting with, or attended by a person or persons identified in Form 1 of this Attachment C or any persons falling within the categories listed above and one or more persons who at the time of the meeting were:

- *an elected member of Parliament;
- *a staff member of an elected member of Parliament;
- *a member of the Department senior executive service; and/or
- *an advisor to the Department.]

Response		
Meetings of interest	Date	Attendees
<i>[Guidance to Tenderers: add additional lines as required.]</i>		

Table 1-5 Corporate Information

The Tenderer should complete, to the fullest extent possible, the table below.

[Guidance to Tenderers: Where the Tenderer has proposed a consortium structure to deliver the Services this information should be provided for each consortium member.]

Item	Details
Details of ownership structure	
Full description of the organisation's current operations	
The names of all directors and officers of the organisation	
Business profiles and corporate objectives and priorities of its organisation	
The three most recent annual reports, including full audited annual reports and accounts for the last three financial years and any published interim accounts for the current or immediately preceding financial year.	
Details of any financial commitments of a material nature, which can reasonably be expected to influence or impact on the financial performance or financial position of the organisation	
If the organisation is a company	
Full details of the legal and financial relationship between itself and any related body corporate and subcontractors (if any)	
The names of all directors and officers and business profiles and corporate objectives and priorities for each related body corporate	
The details of its ten (10) largest shareholders	
The date and place of incorporation and a copy of its certificate of incorporation	

<p>Any civil or criminal prosecutions within the past five (5) years of the organisation, any related body corporate, any partner or any director or officer of the foregoing concerning any of the following, or any allegation of the following:</p> <ul style="list-style-type: none"> a) failure to pay any taxes, levies, fees, duties, or other similar payments to the Commonwealth of Australia, a State, Territory, or local taxing authority within Australia or to any foreign taxing authority; b) malfeasance, misfeasance, or nonfeasance of any duties imposed by law in Australia or in any foreign jurisdiction; or c) participation in, or acquiescence to, any practices in the dealing with any government in Australia or any foreign jurisdiction that are unlawful under the law of Australia or the foreign jurisdiction concerned, or (if relating to a parent entity or related body corporate or director or officer thereof) under the law of any jurisdiction that such parent entity or related organisation is subject to any pending investigation of a similar nature to those referred to in the immediately preceding row for any of the entities or persons of which such entity or person has actual notice 	
If the organisation is part of a group of companies	
<p>Group structure and any cross guarantees between group companies and parent company guarantees (where the parent company of the organisation will guarantee the obligations of the organisation)</p>	
If the organisation is a partnership	
<p>Names and addresses of all partners and a copy of the partnership deed</p>	

Form 2 – Tenderer’s Deed of Undertaking

It is a Minimum Content and Format Requirement that Tenders must include a completed and signed copy of the Deed of Undertaking substantially in the following form:

DEED POLL

Date: <insert date> 2020

By: <insert full legal name of Tenderer> (Tenderer)

1. Context

This deed is provided in connection with the Request for Tender for a Permissions Capability HOMEAFFAIRS/2054/RFT (**RFT**).

2. Interpretation

In this deed, terms not otherwise defined have the meaning ascribed to them in the RFT.

3. Declaration

The Tenderer declares that this deed is for the benefit of the Commonwealth as represented by the Department of Home Affairs ABN 33 380 054 835 (**Department**).

4. Compliance with RFT

The Tenderer represents that it has read and understood, and that its Tender is submitted in accordance with, the RFT.

5. Offer

- a. The Tenderer offers to supply the Services described in the RFT on the conditions set out in the RFT for the price proposed in the Tenderer’s Tender and, subject to the Statement of Compliance included as part of the Tenderer’s Tender, in accordance with the Draft Agreement and Draft Work Orders.
- b. The Tender submitted by the Tenderer in response to the RFT remains open to acceptance by the Department for the Tender Validity Period.

6. No contract

Except this deed, the Deed of Confidentiality and any other deed or declaration executed by the Tenderer in accordance with the RFT process, the Tenderer acknowledges that no binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual, restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between the Department and a Tenderer in relation to the RFT or the Services unless and until a resultant Agreement (if any) is signed by the Department and the Successful Tenderer.

7. Acknowledgment

The Tenderer acknowledges and agrees that:

- a. it releases the Department from any claim it might otherwise have been able to bring against the Department, arising out of or in connection with any of the following:
 - i. the Department’s conduct of, or failure to conduct, the RFT process in any manner or at all; and
 - ii. the Department’s exercising or failing to exercise its sole and absolute discretion to add to, vary or modify or amend the RFT;
- b. to the extent permitted by law, the Department is not liable to the Tenderer on the basis of any contract or other understanding (including any form of contractual, quasi contractual, restitutionary or promissory estoppel rights, implied obligations or rights based on similar legal or equitable grounds) whatsoever, or in negligence, as a consequence of any matter relating

or incidental to the RFT, the procurement of any or all of the requirements covered by the RFT or the Tenderer's participation in the RFT process, including instances where:

- i. the Department varies the RFT process;
 - ii. the Department elects to enter into an agreement for all or any of the requirements covered by the RFT with any party, whether or not that party was a tenderer in the RFT process;
 - iii. the Department decides to suspend or terminate the RFT process or not to tender or enter into an agreement for all or any of the requirements covered by the RFT;
 - iv. the Department exercises or fails to exercise any of its other rights under or in relation to the RFT; or
 - v. the Department makes information available or provides information to a Tenderer relating to projected future, current or historical requirements;
- c. if, contrary to the provisions of the RFT and this deed, a court finds that a contract exists between the Department and the Tenderer regarding the conduct of the RFT process, the Tenderer agrees that the Department's liability for negligence, breach of statute and any breach of the terms of such a contract is limited to the Tenderer's substantiated costs of participation in the RFT process. For the avoidance of doubt, the Department is not liable for any lost profit, lost opportunity or other losses which may have been incurred by the Tenderer;
- d. lodgement of its Tender on time and in accordance with the RFT is entirely its own responsibility;
- e. it is responsible for all costs and expenses in relation to the preparation and lodgement of its Tender, any subsequent negotiations and any other action or response in relation to the RFT;
- f. under subsection 137.1 of the *Criminal Code Act 1995* (Cth), giving false or misleading information to the Commonwealth is a serious offence;
- g. it has:
- i. examined the RFT, any documents referred to in it, and any other information made available in writing by the Department to Tenderers under the RFT process;
 - ii. examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances which may have an effect on its Tender;
 - iii. satisfied itself as to the correctness and sufficiency of its Tender, including the tendered prices; and
 - iv. examined the AusTender Terms of Use which are available on AusTender;
- h. the Department does not warrant that unauthorised access to information and data transmitted via the internet will not occur (Tenderers should take their own measures to protect information transmitted electronically);
- i. all information (whether written, oral or in any other form) which has been and may subsequently be made available to the Tenderer is provided on the terms and conditions of the RFT, including clause 3.36.1(a)viii. – 3.36.1(a)xiv. of Part 3 – Terms and Conditions; and
- j. it will not make any public statements or announcements, or issue any press release or like statement (by means of advertisement in the media or otherwise) in relation to the RFT, any related procurement process, the Services, or any resultant Agreement arising out of the RFT, without the prior written consent of the Department.

8. Confidentiality

- a. The Tenderer will not, and will ensure that its employees, agents, consortium members or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any:
 - i. confidential information concerning the affairs of the Department, the Commonwealth or a third party acquired or obtained in the course of the RFT process, including in preparing a Tender; or
 - ii. document, data or information provided by the Department and which the Department indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.
- b. The requirement for the Tenderer to maintain confidentiality extends to all activities, documents and information associated with the RFT, including but not limited to:
 - i. the RFT;
 - ii. information contained in the Data Room;
 - iii. all communications with the Contact Officer during the RFT process; and
 - iv. anything else in connection with the RFT process.

9. Ethical Dealing

- a. The Tenderer represents that its Tender has been compiled without the improper assistance of any current or former employees, agents, officers, consultants or advisers of the Department.
- b. The Tenderer represents that it has not:
 - i. lodged a Tender that has been compiled with improper assistance of any current or former employees, agents, officers, consultants or advisers of the Department or the Digital Transformation Agency;
 - ii. in the absence of written approval from the Department, permitted a person to contribute to, or participate in, the preparation of the Tenderer's Tender or the RFT process, if the person was at any time an employee, consultant or adviser to, or otherwise engaged by the Department or the Digital Transformation Agency as relevant and that person was:
 - A. involved in a procurement process or activity during the 24 months immediately preceding the date of issue of this RFT which the Department considers, in its absolute discretion, to give the Tenderer an actual, perceived or potential advantage in this RFT; or
 - B. involved in preparation for, or the preparation of the RFT or management of the RFT process;
 - iii. used information that has been unlawfully or improperly obtained (including a breach of an obligation of confidentiality) in the preparation of its Tender;
 - iv. engaged in misleading or deceptive conduct in relation to its Tender or the RFT process;
 - v. engaged in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their Tender or the RFT process;
 - vi. attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the Department, or violated any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process; or
 - vii. otherwise acted in an unethical or improper manner or contrary to any law.

10. Declaration of Conflicts of Interest (if any)

- a. The Tenderer represents and declares that, having made proper enquiries:
- i. there is no actual, perceived or potential conflict of interest that exists at the time of lodging its Tender; and
 - ii. there is no other interest, relationship or matter that may impact on the actual or perceived integrity of the RFT process, the ultimate outcomes of the RFT process or the Tenderer's participation in it, or the provision of the Services by the Tenderer should it be selected to deliver the Services,
- except as disclosed in the Tenderer's Tender.
- b. The Tenderer undertakes to immediately notify the Department in writing upon becoming aware of any actual, perceived or potential conflict of interest, or any other interest, relationship or matter described in clause 10a.ii. above, which has not been disclosed in its Tender, at any time before the completion of the RFT process.

11. Declaration about proceedings

- a. The Tenderer declares that there are no proceedings that, to the best of the Tenderer's knowledge and belief after having made proper enquiry are taking place, pending or threatened, against the Tenderer, a related body corporate, a proposed subcontractor, a consortium member where such proceedings will or have the potential to impact adversely upon either:
- i. the Tenderer's capacity to perform and fulfil its obligations if contracted as a result of the RFT process; or
 - ii. the Tenderer's reputation.
- b. If there are no proceedings, indicate "No" below:

- c. The Tenderer discloses the following proceedings:

12. Workplace Gender Equality

Under Commonwealth procurement policy, Tenderers are obliged to indicate whether or not they are covered by the *Workplace Gender Equality Act 2012* (Cth) (the **WGE Act**). The Tenderer is covered by the WGE Act if it is a 'relevant employer', defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For more information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

Guidance to Tenderers: Indicate with a ✓ whichever option applies.

- (a) Yes, the Tenderer is a relevant employer. The Tenderer has attached a current letter of compliance as part of its Tender which indicates the Tenderer's compliance with the WGE Act.
- (b) Yes, the Tenderer is a relevant employer. The Tenderer will be providing a current letter of compliance prior to entering into any resultant Agreement.

- (c) No, the Tenderer is not a relevant employer.

13. Employee entitlements

The Tenderer acknowledges that it is the Department's policy that it will not contract with providers who have had any judicial decisions against them (excluding decisions under appeal) relating to employee entitlements and have not satisfied any resulting order. The Tenderer represents that, having made all reasonable enquiries, as at the date of this deed, the Tenderer has not had any judicial decisions against it (excluding decisions under appeal) relating to employee entitlements for which it has not satisfied any resulting order.

14. Declaration about Illegal Workers

The Tenderer acknowledges that it is the Department's policy that it will not contract with providers engaging Illegal Workers as defined in the RFT and declares that:

- a. it and any party proposed by the Tenderer to provide any of the Services [has]/[has not] received a penalty or order arising from a Court or Tribunal decision in relation to an Illegal Worker; and
- b. it and any party proposed by the Tenderer to provide any of the Services [has]/[has not] fully complied with a penalty or order arising from a Court or Tribunal decision in relation to an Illegal Worker.

15. Lobbying Code of Conduct

The Tenderer represents and warrants that it has not engaged in, or procured or encouraged others to engage in, activity that would result in a breach of the Lobbying Code of Conduct, published by the Attorney-General's Department.

Note: The Lobbying Code of Conduct is available at <https://www.ag.gov.au/integrity/publications/lobbying-code-conduct>.

16. Anti-terrorism and sanctions

- a. The Tenderer declares neither it, nor any Tenderer personnel, consortium members, or proposed subcontractors are listed as terrorists under section 15 of the *Charter of the United Nations Act 1945* (Cth).

Note: The list is available from the Department of Foreign Affairs website at <https://www.dfat.gov.au/international-relations/security/sanctions/news/notice-persons-and-entities-listed-under-part-4-charter-united-nations-act-1945>.

- b. The Tenderer declares neither it, nor any Tenderer personnel, consortium members, or proposed subcontractors are named in the consolidated list referred to in regulation 40 of the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth).

Note: The list is available from the Department of Foreign Affairs website at <https://www.dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list>.

- c. The Tenderer declares it, and any Tenderer personnel, consortium members, proposed subcontractors, agents or related bodies corporate comply with the United Nations Security Council sanctions regimes under the *Charter of the United Nations Act 1945* (Cth) and the Australian autonomous sanctions regimes under the *Autonomous Sanctions Act 2011* (Cth).

Note: Further information is available at <http://dfat.gov.au/international-relations/security/sanctions/sanctions-regimes/Pages/sanctions-regimes.aspx>.

17. Black Economy Procurement Connected Policy

The Tenderer represents that:

- a. it holds a Valid and Satisfactory Statement of Tax Record from each first tier subcontractor that it proposes, as part of its Tender, to engage to deliver the Services, where the estimated

value of the Services to be undertaken by that subcontractor is over \$4 million (GST inclusive); and

- b. if it is the Successful Tenderer, it will ensure that any first tier subcontractor not included in its Tender that it subsequently engages to deliver the Services, where the estimated value of the Services to be undertaken by that subcontractor is over \$4 million (GST inclusive), will provide it with a Satisfactory Statement of Tax Record that is Valid at the time of entry into the subcontract.

18. Modern Slavery

The Tenderer declares that it takes reasonable steps to identify, assess and address risks of modern slavery practices in the operations and supply chains used in the provision of any goods and services.

19. Consents

The Tenderer:

- a. consents to and authorises the Department to undertake such security, probity and/or financial investigations as the Department may determine are necessary in relation to the Tenderer, its subcontractors, consortium members and any related entities or their personnel;
- b. agrees to provide, at its cost, all such reasonable assistance to the Department in this regard; and
- c. agrees to the public disclosure of the name and details of any subcontracts and any subcontractors to be engaged by the Tenderer in providing the Services and acknowledges responsibility to obtain the subcontractor's agreement to the disclosure of this information.

20. Other Laws

The Tenderer represents that, to the best of its knowledge after having made proper enquiry, it has complied with, and will continue to comply with all applicable laws in preparing and lodging its Tender and taking part in the RFT process.

21. Survival

This deed survives the termination or expiry of the RFT process.

22. Governing Law

- a. This deed is subject to and is to be construed in accordance with the laws in force in the Australian Capital Territory.
- b. The courts of the Australia Capital Territory will have non-exclusive jurisdiction to decide any matter arising out of this deed.

EXECUTED AS A DEED POLL for the benefit of the Commonwealth of Australia

Execution by a company incorporated in Australia

The following execution block should be used by a Tenderer that is a company incorporated in Australia.

Executed by [Name of company] in accordance with section 127 of the *Corporations Act 2001* (Cth)

Signature of director

Signature of director/company secretary

(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Execution by an attorney

Where the Deed of Undertaking is executed by an attorney under a power of attorney on behalf of a company incorporated in Australia, the Tenderer should submit with its executed Deed of Undertaking a copy of the relevant power of attorney. Powers of attorney must be in the form of a deed executed in accordance with section 127 of the *Corporations Act 2001* (Cth).

Signed sealed and delivered by [company name] by its attorney under power of attorney dated [date of power of attorney] registered number [registered number] book number [book number], who warrants that, as at the date of this deed, they have had no notice of revocation of the power of attorney

Signature of attorney

Signature of witness

Name of attorney (print)

Name of witness (print)

Execution by a company not incorporated in Australia

Where this Deed of Undertaking is completed by a company not incorporated in Australia, the company should:

- (a) if registered in Australia, include the company's ABN or ARBN (or if not registered in Australia, include any equivalent registration number in its jurisdiction of incorporation, in the place of the ABN or ARBN);
- (b) use an appropriate execution block (such as the example block provided below);
- (c) state the company's jurisdiction of incorporation;
- (d) execute this Deed in accordance with the relevant requirements of the jurisdiction of its incorporation; and
- (e) on request from the Department, and at the expense of the Tenderer, provide a legal opinion from:
 - (i) a legal practitioner registered to practise in the relevant jurisdiction confirming that the Deed has been executed in accordance with the relevant requirements of the jurisdiction in which it has been executed, and is valid and legally binding on the relevant company; and
 - (ii) a legal practitioner registered to practise in Australia, confirming that the Deed is enforceable in the Australian Capital Territory.

The legal opinions should also confirm that the relevant company has validly and irrevocably appointed an Australian-based law firm as its agent for acceptance of service of proceedings by the Department for breach of the Deed of Undertaking.

Signed sealed and delivered by [foreign corporation company name] in the presence of

Signature of witness

Signature of authorised signatory

Name of witness (print)

Name of authorised signatory (print)

Execution by an entity other than a company

The following execution block is should be used by a Tenderer that is not a company.

Signed sealed and delivered by and on behalf of [insert name] by a duly authorised representative

Signature of authorised signatory

Signature of witness

Name of authorised signatory (print)

Name of witness (print)

Form 3 – Executive Summary

The Tenderer should provide a summary of its proposed solution and why its offer represents value for money to the Commonwealth.

The summary should not exceed ten (10) A4 pages.

Response

[Guidance to Tenderers: *This RFT does not specify a particular form for the summary. The summary may include diagrams, charts and graphs where appropriate while still abiding by the page count limit.*

The summary will be used by the Department as a guide to the Tender. Therefore, the Tenderer should ensure that all information in the summary is expanded in the specific forms that follow. The summary will not be separately evaluated.]

Form 4 – Evaluation Criterion 1: Capability and Capacity

Tenderers should include in their Tender a document that addresses the following items.

Response page limit: The answer for each item should be no more than ten (10) A4 pages.

Item	Details
<p>The Tenderer should demonstrate that it has the technical, administrative, managerial, personnel, and commercial expertise, experience, capability and capacity to perform the Services that meet the requirements set out in <i>Attachment A – Statement of Requirement</i>.</p>	
<p>The Tenderer should:</p> <ol style="list-style-type: none"> a. demonstrate, by reference to projects completed by the Tenderer, consortium members, or nominated sub-contractors, where they have successfully delivered similar services in the past; b. clearly articulate how the services delivered were similar to the Services in this RFT; and c. specifically identify any personnel who performed services under the referenced projects that are proposed to be engaged in the delivery of the Services addressed by this RFT, including the roles performed and the proposed roles. 	

Form 5 – Evaluation Criterion 2: Proposed Solution

Tenderers should provide answers to the specific questions below:

Tenderers should provide a sufficiently detailed answer in this section of their Tender addressing each specific question. The Commonwealth is under no obligation to consider any additional material in its sole discretion.

[Guidance to Tenderers: *the information you provide in this section will be an important source of information used to evaluate your Tender against Evaluation Criterion 2 (Proposed Solution). An incomplete response may affect the evaluation of your Tender. Tenderers should note that each response may not be of equal importance, and that they should address each response completely.*]

Response 5.1: Overview of the proposed Permissions Capability solution

Tenderers should provide an overview of their proposed solution in the response section below. This should include the overall solution architecture and provisional product selections.

In addition to this overview, in accordance with Form 15, Tenderers should provide a Statement of Compliance for each of the detailed requirements for the Permissions Capability in *Attachment C - Tender Response Forms – Form 15 – Annex A* (this is not included in the 20 page limit). The detailed requirements can then refer back to components of the overview, if applicable, to avoid duplication.

Response page limit: 20 A4 pages.

Response

Response 5.2: Overview of the proposed first Use Case – Digital Passenger Declaration

Tenderers should provide an overview of their proposed solution to first Use Case – Digital Passenger Declaration. The response should include the overall solution architecture and configuration building on top of the Permissions Capability.

In addition to this overview, in accordance with Form 15, Tenderers should provide a Statement of Compliance for each of the detailed requirements for the Digital Passenger Declaration in *Attachment C - Tender Response Forms – Form 15 – Annex A* (this is not included in the 20 page limit). The detailed requirements can then refer back to the overview, if applicable, to avoid duplication.

Response page limit: 20 A4 pages.

Response

Response 5.3: Overview of the proposed first Use Case – Simple Visa Type

Tenderers should provide an overview of their proposed solution to first Use Case – Simple Visa Type. The response should include the overall solution architecture and configuration building on top of the Permissions Capability.

In addition to this overview, in accordance with Form 15, Tenderers should provide a Statement of Compliance for each of the detailed requirements for the Simple Visa Type in *Attachment C - Tender Response Forms – Form 15 – Annex A* (this is not included in the 20 page limit). The detailed requirements can then

refer back to the overview, if applicable, to avoid duplication.

Response page limit: 20 A4 pages.

Response

Response 5.4: Overview of the proposed Delivery and Support solution

Tenderers should provide an overview of their proposed Delivery and Support solution. The response should include details of the resources that will be assigned to and responsible for meeting the Delivery and Support requirements.

In addition to this overview, in accordance with Form 15, Tenderers should provide a Statement of Compliance for each the detailed requirements for the Delivery and Support solution in *Attachment C - Tender Response Forms – Form 15 – Annex A* (this is not included in the 20 page limit).

[Guidance to Tenderers: response 5.6 requires a number of draft plans to be prepared. Information provided in the draft plans can be referenced in response to this overview of the proposed Delivery and Support solution.]

Response page limit: 20 A4 pages.

Response

Response 5.5: Reuse

Tenderers should demonstrate the extent to which they understand and are able to meet or exceed the requirement for Reuse as described in clause 2.8. of Part 2 – Overview and section 2 of *Attachment A – Statement of Requirement*.

In addition to this overview, in accordance with Form 15, Tenderers should provide a Statement of Compliance for each the detailed requirements for Reuse in *Attachment C - Tender Response Forms – Form 15 – Annex A* (this is not included in the 20 page limit).

[Guidance to Tenderers: Tenderers should provide a description of all aspects of their approach to Reuse including any case studies, qualifications, caveats and assumptions. This could include, but not be limited to, the technical approach including indicative sequencing and timeframes, reuse of technical, business and procurement documentation, incorporation of lessons learned from previous programs of work as well as approach to innovation and the development of future functionality.]

Response page limit: 20 A4 pages.

Response

Tenderers should demonstrate their ability to apply the principles of Reuse across Agencies by providing responses to the following information:

- (a) any products it proposes to supply for the development of the Permissions Capability (hardware, software, cloud services, open source, proprietary etc) and how these products facilitate Reuse across Agencies;

- (b) any products it proposes that the Department procures for the Permissions Capability and whether each Agency would be required to purchase these products for the purposes of Reuse;
- (c) confirmation that the terms of use of those products (at (a) and (b) above) will meet the Department's requirements, and what assistance in negotiating appropriate terms as provided for in the Draft Agreement will be required of the Department and/or other Agencies;
- (d) confirmation that the Tenderer complies with the Department's specified rights to use deliverables, including design documentation and configuration deliverables, including to reflect its Reuse requirements, and rights to provide a copy of the Department's instance to other Agencies for their use and further development; and
- (e) confirmation as to whether the configuration work they propose can be easily transferred to alternative base products/cloud service platforms so that Agencies are not tied to the same product stack/vendors.

Response page limit: 20 A4 pages in total.

Response

Response 5.6: Draft Plans

Tenderers should provide the following draft plans (refer to *Attachment A – Statement of Requirement* (the requirements references are provided as guidance)):

Plan	Requirements Reference	Page Limit
Permissions Capability Project Management Plan	DR1 DR2 DR3	20 A4 pages
Permissions Capability Delivery and Support Plan	DR4 DR5 DR8 DR9 DR10 DR11 DR12 DR13 DR14 DR15 DR21 DR22 DR23 DR24 DR25 DR26 DR28 DR29 SR1 SR2 SR3 SR4 SR5 SR6 SR8 SR9	25 A4 pages
Technology Transition Out Plan	DR6 DR7 DR30 DR31 DR32	10 A4 pages
Contract Transition-In Plan	GR4.1 GR4.2 GR4.3	10 A4 pages
Contract Transition-Out Plan	GR5.1 GR5.2 GR5.3 GR5.4 GR5.5	five (5) A4 pages
Business Continuity and Disaster Recovery Plan	GR6.1 GR6.2 GR6.3 GR6.4	10 A4 pages
Risk Management and Fraud Control Plan	GR6.2 N1.17.1	10 A4 pages
Work Health and Safety (WHS) Plan	GR7.1 GR7.2 GR7.3 GR7.4	five (5) A4 pages
Human Resource Management Plan	GR8.1 GR8.2 GR8.3 GR8.4	five (5) A4 pages
Communications Plan	GR9.1 GR9.2 GR9.3	five (5) A4 pages

Response page limit: as indicated for each draft plan.

Response

Response 5.7: Solution added value

The Tenderer should provide details of any additional value, being services additional to those required by *Attachment A – Statement of Requirement* and *Attachment D – Draft Agreement*, embedded in the Tenderer’s proposed solution.

Response page limit: five (5) A4 pages.

Response

Response 5.8: Changes to the Permissions Capability

For each of the changes outlined below, the Tenderer should provide details of how their proposed solution will accommodate the change, how long it would take to implement the change, how many resources would be required and any constraints their proposed solution has in relation to making the change.

Response page limit: ten (10) A4 pages in total.

Change	Details
Changes to eligibility criteria for a Permission (for example the maximum age necessary to be eligible for a Permission)	
Changes to data collection requirements (for example changes to the specific data that must be collected or the length of data fields)	
Changes to the types of checks performed by the Permissions Capability on information provided by Customers to increase confidence in its authenticity (for example checks to verify financial information)	
Changes to which types of analyses are performed by the Permissions Capability on information provided by Customers in order to enable assessment of specific criteria (for example the types of analysis performed on a document to determine if it has been tampered with)	
Changes to the workflow associated with a particular Permission (for example the	

Business Rules that specify the next step(s) for an Application depending on the outcome of the previous step(s))	
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Response 5.9: Technology and architecture

The Tenderer should demonstrate their understanding of the requirements for the Permissions Capability as stated in *Attachment A – Statement of Requirement* through their proposed technology and supporting architecture. The Tenderer should detail their proposed solution in relation to the Permissions Capability through architecture diagrams and supporting evidence which includes, as a minimum, the following:

- (a) an articulation of the Tenderer’s proposed overarching principles and approach to designing, implementing and operating the technology architecture layers for the Permissions Capability and Use Cases;
- (b) a holistic overview of the proposed technology architecture, with an explanation of:
 - (i) the application architecture;
 - (ii) the logical architecture;
 - (iii) the data management and analytics architecture;
 - (iv) the infrastructure architecture;
 - (v) the integration architecture;
 - (vi) the security architecture; and
 - (vii) any other architecture layers or components that the Tenderer believes would be required to deliver the Permissions Capability and Use Cases to the requirements as stated in *Attachment A – Statement of Requirement*, and
- (c) a catalogue of the primary software components of the Tenderer's proposed solution in its entirety, with a description of the software, including:
 - (i) software name and version number;
 - (ii) the capability that the software product provides;
 - (iii) an indication of where that product will be deployed in the architecture; and
 - (iv) an indication of which functional outcomes that software enables, linked back to *Attachment A – Statement of Requirement* where possible.

Response page limit: ten (10) A3 pages for architecture diagrams and 15 A4 pages for supporting evidence.

Response

Form 6 – Evaluation Criterion 3: Pricing

Tenderers should complete *Attachment C – Form 6 – Pricing.xls* which is a separate document.

Form 7 – Evaluation Criterion 4: Economic Benefit to Australia

Tenderers should provide information about how their Tender provides a direct economic benefit to Australia. A link to the Department of Finance's guidance material on economic benefit to the Australian economy is available here: <https://www.finance.gov.au/sites/default/files/2020-08/consideration-of-broader-economic-benefits-in-procurement.pdf>.

Tenderers should provide the following information:

- (a) how they would communicate with Australian industry about participation opportunities, if they were the Successful Tenderer;
- (b) any opportunities for Australian industry participation, if they were the Successful Tenderer, in their supply chain (including long term); and
- (c) the procedures and resources they has to support paragraphs (a) and (b) above.

This information may also be used by the Successful Tenderer (if any) to complete their Australian Industry Participation plan, if this is required.

In addition, as per the Department of Finance's guidance material, Tenderers could include details about matters such as:

- (a) paying taxes in Australia;
- (b) competitive pricing;
- (c) employing workers in Australia;
- (d) sharing knowledge with SMEs;
- (e) using goods and services from a business that provides services of persons with a disability;
- (f) developing innovative practices,

to show how they provide a direct economic benefit to Australia.

Response page limit: five (5) A4 pages.

Response

Form 8 – Evaluation Criterion 5: Indigenous Participation

Indigenous Procurement Policy

Tenderers should detail how they will increase their:

- (a) purchasing from Indigenous enterprises (being an organisation that is 50 per cent or more Indigenous owned that is operating a business); and
- (b) employment of Indigenous Australians,

in the delivery of any resultant Agreement.

Response page limit: two (2) A4 pages.

Response

Form 9 – Evaluation Criterion 6: Collaboration and Relationship

Tenderers should provide details of the collaboration framework the Tenderer would propose to implement if its Tender is successful.

[Guidance to Tenderers: Tenderers should ensure their collaboration framework is inclusive of Agencies and Other Suppliers.]

Response page limit: five (5) A4 pages.

Response

Tenderers should provide information about how the Tenderer proposes to maintain a strong and collaborative relationship that maximises the likelihood of achieving the successful implementation and performance of the Services by addressing each of the items below.

Response page limit: five (5) A4 pages per item.

Item	Details
Provide details of two examples of where the Tenderer was involved in a project that required collaboration, but collaboration failed; and the lessons learned from those failures.	
Provide details of two examples where the Tenderer was involved in a project where strong collaboration and a good relationship provided value to the delivery of the services or outcome.	
Provide details of two examples of where the Tenderer has worked collaboratively with a third party supplier. The Tenderer should detail the value they brought to the collaboration and identify whether working collaboratively was a contractual obligation.	
Provide details of how the Tenderer worked collaboratively with a procuring entity and an incoming third party supplier to successfully transition-out a service that the Tenderer was providing.	

Form 10 – Tenderer’s Referees

Tenderers should provide details of referees in accordance with clause 3.33 of Part 3 – Terms and Conditions.

The Department may ask nominated referees about any aspect of the Tenderer’s performance of services relevant to this RFT and the Evaluation Criteria. The Department may, in its sole and absolute discretion, contact any other persons to whom the Tenderer has provided services who have not been nominated by the Tenderer.

Tenderers may nominate an officer or employee of the Commonwealth as a referee, except where that officer or employee is engaged by the Department or the Digital Transformation Agency.

Referee 1	
Name of Organisation:	
Summary of the Tenderer's performance of the services relevant to this RFT	Date services delivered: Summary of services:
Contact Details of Referee:	Name: Title: Telephone: Email address:
Referee 2	
Name of Organisation:	
Summary of the Tenderer's performance of the services relevant to this RFT	Date services delivered: Summary of services:
Contact Details of Referee:	Name: Title: Telephone: Email address:
Referee 3	
Name of Organisation:	

<p>Summary of the Tenderer's performance of the services relevant to this RFT</p>	<p>Date services delivered: Summary of services:</p>
<p>Contact Details of Referee:</p>	<p>Name: Title: Telephone: Email address:</p>

Form 11 – Black Economy Procurement Connected Policy

Tenderers must submit with their Tender either:

- (a) a Valid and Satisfactory Statement of Tax Record for the Tenderer; or
- (b) a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office for the Tenderer.

Tenderers must either:

- (c) hold a Valid and Satisfactory Statement of Tax Record by the Closing Time; or
- (d) have a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office by the Closing Time.

If the Tenderer provides a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office, the Tenderer must also provide a Valid and Satisfactory Statement of Tax Record no later than 2:00pm (local time in Canberra, Australian Capital Territory (AEDT)) on the fourth Business Day after the Closing Time (the Tenderer must provide all applicable Statements of Tax Record as set out below).

The Tenderer must hold a Valid and Satisfactory Statement of Tax Record for any first tier subcontractor that it proposes, as part of its response, to engage to deliver goods or services with an estimated value of over \$4 million (GST inclusive).

In order to meet the Minimum Content and Format Requirements and the Conditions for Participation, Tenderers may need to provide the Department with more than one Statement of Tax Record with their Tender, depending on the type of legal entity that the Tenderer is.

The Statements of Tax Record required to be provided by the Tenderer are set out in the table below:

If the Tenderer is:	Statement of Tax Record Required:
A body corporate or natural person.	A Valid and Satisfactory Statement of Tax Record in respect of that body corporate or person.
A partner acting for and on behalf of a partnership.	A Valid and Satisfactory Statement of Tax Record: <ul style="list-style-type: none"> a) on behalf of the partnership; and b) in respect of each partner in the partnership that will be directly involved in the delivery of any Contract or subcontract (as applicable).
A trustee acting in its capacity as trustee of a trust.	A Valid and Satisfactory Statement of Tax Record in respect of: <ul style="list-style-type: none"> a) the trustee; and b) the trust.
A joint venture participant.	A Valid and Satisfactory Statement of Tax Record in respect of: <ul style="list-style-type: none"> a) each participant in the joint venture; and b) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator.
A subsidiary of a tax consolidated group, or a Multiple Entry	A Valid and Satisfactory Statement of Tax Record in respect of: <ul style="list-style-type: none"> a) the relevant subsidiary; and

Consolidated (MEC) group.	b) the head company of the group.
A member of a GST group.	A Satisfactory and Valid Statement of Tax Record in respect of: a) the GST group member; and b) the GST group representative.

Tenderer should carefully review the requirements above to ensure that **all** required Statement of Tax Records are provided.

[Guidance to Tenderers: the above is required to meet the Minimum Content and Format Requirements and the Conditions for Participation.

Tenderers should apply to the Australian Taxation Office for a Statement(s) of Tax Record as soon as possible after the release of this RFT and within sufficient time to meet the requirements of the Black Economy Procurement Connected Policy.

More information about the requirements under the Black Economy Procurement Connected Policy (including how to apply for a Statement of Tax Record) is available from the Department of Treasury at <https://treasury.gov.au/policy-topics/economy/black-economy/procurement-connected-policy> and on the Australian Taxation Office website at <https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/>.]

Form 12 – Conditions for Participation and Minimum Content and Format Requirements

The Tenderer must complete the table below to confirm compliance (or otherwise) with the Conditions for Participation.

Tenderers are reminded that compliance with the Conditions for Participation is mandatory. A Tenderer either 'complies' or 'does not comply'. Partial compliance is 'does not comply' and will be treated as such. Subject to clause 3.19(b) of Part 3 – Terms and Conditions, any Tender that does not comply with a Condition for Participation will be excluded (see clause 3.21 of Part 3 – Terms and Conditions).

Requirement	Response (complies/does not comply)
The Tenderer must not have had any judicial decisions against it (excluding decisions under appeal) relating to employee entitlements and have not satisfied any resulting order.	
The Tenderer, its personnel, and any subcontractors or consortium members proposed in its Tender must not be listed as terrorists under section 15 of the <i>Charter of the United Nations Act 1945</i> (Cth).	
The Tenderer, its personnel, and any subcontractor or consortium member proposed in its Tender must not be named in the consolidated list referred to in Regulation 40 of the <i>Charter of the United Nations (Dealing with Assets) Regulations 2008</i> (Cth).	
The Tenderer must either: a) hold a Valid and Satisfactory Statement of Tax Record by the Closing Time; or b) have a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office by the Closing Time, and hold a Valid and Satisfactory Statement of Tax Record no later than 2:00 pm (local time in Canberra, Australian Capital Territory (AEDT)) on the fourth Business Day after the Closing Time.	
The Tenderer must hold a Valid and Satisfactory Statement of Tax Record for any first tier subcontractor that it proposes, as part of its response, to engage to deliver goods or services with an estimated value of over \$4 million (GST inclusive).	
The Tenderer must be a legal entity with the capacity to contract.	

The Tenderer must complete the table below to confirm compliance (or otherwise) with the Minimum Content and Format Requirements.

Tenderers are reminded that compliance with the Minimum Content and Format Requirements are mandatory. A Tenderer either 'complies' or 'does not comply'. Partial compliance is 'does not comply', and will be treated as such.

Subject to clause 3.19(b) of Part 3 – Terms and Conditions, Tenders that do not meet a Minimum Content and Format Requirement will be excluded (see clause 3.22 of Part 3 – Terms and Conditions).

Requirement	Response (Complies/Does not Comply)
The Tender must attach to their Tender a completed and signed copy of the “Deed of Undertaking” substantially in the form set out in Form 2 set out in <i>Attachment C – Tender Response Forms</i> .	
The Tender must submit with their Tender either: a) a Valid and Satisfactory Statement of Tax Record for the Tenderer; or b) a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office for the Tenderer and the Tenderer then provides a Valid and Satisfactory Statement of Tax Record by 2:00 pm (local time in Canberra, Australian Capital Territory (AEDT)) on the fourth Business Day after the Closing Time.	
Tenderers must ensure, unless otherwise specified in the Statement of Requirement, all measurements are expressed in Australian legal units of measurement.	
All pricing in the Tender must be in Australian dollars.	
The Tender must be in English.	

Form 13 – Details of Confidential Information

The Tenderer should indicate below what information (if any) it requests be treated as confidential under the Agreement (if any) should it be the Successful Tenderer, giving reasons why it is necessary to keep the information confidential.

The Tenderer should have regard to the matters identified in the Department of Finance's "Confidentiality throughout the Procurement Cycle Principles", available at <https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>.

Information the Tender proposes as Confidential Information	Reason(s)	Proposed period of confidentiality

Form 14 – Commonwealth Policies

The Tenderer should indicate below how and/or the extent to which it will comply with Commonwealth policies.

Response page limit: two (2) A4 pages per item.

Item	Response
Cloud Services	
<p>The Tenderer should demonstrate how it is open to and has considered the use of cloud services in the provision of the Services, outlining its consideration and/or exclusion of cloud services in its Tender.</p>	
Ozone Depleting Substances	
<p>The Tenderer should provide details of any ozone depleting substances and hazardous substances that may be used in undertaking the Services or contained in goods supplied as part of the Services. Please include full details of the nature of the ozone depleting substance or hazardous substances. Where applicable please ensure that any product safety guidelines or material safety data sheets are provided as attachments to the Tender.</p>	
Environmental Impacts	
<p>The Tenderer should provide details of how any particular part of the production process or characteristic of any part of the Services offered is environmentally beneficial.</p>	
Multicultural Access and Equity Policy	
<p>The Tenderer should demonstrate how it will comply with the Australian Government's Multicultural Access and Equity Policy (the policy), including at a minimum, by demonstrating:</p> <ul style="list-style-type: none"> i. a sound knowledge of the needs, circumstances, cultural and other characteristics of clients and assessment of the direct impact of the Services on those clients; ii. how it will provide the Services to a culturally and linguistically diverse population, consistently with the policy; and iii. that it has: <ul style="list-style-type: none"> A. planning, implementation, monitoring and review mechanisms that incorporate the policy; B. performance standards that use the cultural 	

<p>and linguistic diversity of personnel or their awareness of issues (Note: data collection on the Services, including on performance standards must be consistent with Standards for Statistics on Cultural and Language Diversity);</p> <p>C. complaint mechanisms that enable people from culturally and linguistically diverse backgrounds to raise concerns about the Services provided; and</p> <p>D. recruited, as relevant, culturally diverse employees, volunteers, grantees and subcontractors.</p>	
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Form 15 – Statement of Compliance

- (a) Tenderers should submit this Statement of Compliance completed substantially in the form of this response form with their Tenders. Tenderers are advised to carefully review clause 3.32 of Part 3 – Terms and Conditions to assist in completing this Statement of Compliance.
- (b) Tenderers should use the following responses in completing the Statement of Compliance:

Complies. In the case of a paragraph or clause:

- (i) that is of an informative nature only, or is a provision in the Statement of Requirement, Draft Agreement or a Draft Work Order, compliance means that the paragraph or clause has been read, understood and accepted;
- (ii) that imposes a condition or obligation, compliance means that the Tenderer has submitted its Tender in full compliance with that condition or obligation;
- (iii) that specifies a future condition or obligation, compliance means that the Tenderer will comply in full and on time with that condition or obligation;
- (iv) that specifies a characteristic or performance requirement, compliance means that the Tenderer will provide the requirement as specified; and
- (v) where information has been requested, compliance means that the information has been provided to the required level of detail and in the required format.

Does Not Comply. In the case of a paragraph or clause:

- (i) that is of an informative nature only, or is a provision of the Statement of Requirement, Draft Agreement or a Draft Work Order, non-compliance means that the paragraph or clause has been read, understood and not accepted;
- (ii) that imposes a condition or obligation, non-compliance indicates that the Tenderer has not complied with that condition or obligation;
- (iii) that specifies a future condition or obligation, non-compliance means that the Tenderer will not comply with that condition or obligation;
- (iv) which specifies a characteristic or performance requirement, non-compliance means that the Tenderer will not provide the requirement as specified; and
- (v) where information has been requested, non-compliance means that the information has not been provided or not in the required format.

Partially Complies. In the case of a paragraph or clause:

- (i) that is of an informative nature only, or is a provision of the Statement of Requirement, Draft Agreement or a Draft Work Order, partial compliance means that the paragraph or clause has been read and understood but only partially accepted;
- (ii) that imposes a condition or obligation, partial compliance indicates that the Tenderer has submitted its Tender in partial compliance with that condition or obligation;
- (iii) that specifies a future condition or obligation, partial compliance means that the Tenderer will comply partially with that condition or obligation;
- (iv) which specifies a characteristic or performance requirement, partial compliance means that the Tenderer will partially satisfy the requirement as specified; and
- (v) where information has been requested, partial compliance means that the Tenderer complies partially with the request for information to the required level of detail and in the required format.

Not Applicable: This means that the paragraph or clause does not apply to the Tenderer.

- (c) Where a Tenderer indicates that it is non-compliant or partially compliant with a paragraph in the Statement of Requirement, or has indicated that a paragraph in the Statement of Requirement is not applicable, the Tenderer should provide:
 - (i) a full explanation of the reasons for each instance of non-compliance, partial compliance or non-applicability; and
 - (ii) for each instance of partial compliance, detail on the extent of the non-compliance.
- (d) Where a Tenderer indicates that it is non-compliant or partially compliant with a clause in the Draft Agreement or a Draft Work Order, or has indicated that a clause in the Draft Agreement or a Draft Work Order is not applicable, the Tenderer should provide:
 - (i) a full explanation of the reasons for each instance of non-compliance, partial compliance or non-applicability;
 - (ii) for each instance of partial compliance, detail on the extent of the non-compliance; and
 - (iii) an alternative clause the Tenderer considers acceptable.
- (e) Where a Tenderer indicates that the paragraph or clause is not applicable to the Tenderer, the Tenderer should explain the reasons why it is not applicable. A statement that an issue 'needs to be negotiated' or other statement that does not fully state the specific requirement or position of the Tenderer will be treated by the Department as meaning 'Does Not Comply'.
- (f) If a Tenderer does not include a statement of non-compliance, partial compliance or non-applicability relating to any matter, the Tenderer will be deemed to 'comply' with that matter.
- (g) Tenderers should note that stating 'Does Not Comply' in response to a term or requirement specified in the Draft Agreement, a Draft Work Order or the Statement of Requirement (irrespective of the language used in those parts), will not result in a Tender being excluded from consideration but may impact on the overall evaluation of that Tender (with the exception of any Mandatory Requirements (if any), in relation to which a non-compliance or partial compliance may result in exclusion from further consideration).
- (h) Tenderers should be clear and precise and should reference, where appropriate, the paragraph numbers in the Statement of Requirement and the clause numbers in the Draft Agreement or each Draft Work Order to which each item relates.
- (i) Tenderers may complete the response to the Statement of Requirement, each Draft Work Order and Draft Agreement on an exceptions basis.
- (j) Tenderers are taken to have complied with every paragraph or clause of the Statement of Requirement, each Draft Work Order and Draft Agreement unless they have specified that they are non-compliant or partially compliant with the paragraph or clause or have indicated that the paragraph or clause is not applicable.
- (k) Tenderers should complete their Statement of Compliance for the Statement of Requirement in the format similar to *Attachment C - Tender Response Forms – Form 15 – Annex A.xls*.
- (l) Tenderers should complete a separate response table for each Draft Work Order.

Statement of Requirement reference	Tenderer's response (Complies, Partially Complies, Does Not Comply, Not Applicable)	If response is Does Not Comply, Partially Complies or Not Applicable, Tenderer to specify full explanation of the reasons (and detail on the extent of any partial compliance)
<p>[Guidance to Tenderers: Attachment C - Tender Response Forms – Form 15 – Annex A.xls has been supplied for the Tenderer's convenience].</p>		

Draft Agreement reference	Tenderer's response (Complies, Partially Complies, Does Not Comply, Not Applicable)	If response is Does Not Comply, Partially Complies or Not Applicable, Tenderer to include full explanation of the reasons (and detail on the extent of any partial compliance)	If response is Does Not Comply, Partially Complies or Not Applicable, Tenderer to include proposed alternative clause

Draft Work Order reference	Tenderer's response (Complies, Partially Complies, Does Not Comply, Not Applicable)	If response is Does Not Comply, Partially Complies or Not Applicable, Tenderer to include full explanation of the reasons (and detail on the extent of any partial compliance)	If response is Does Not Comply, Partially Complies or Not Applicable, Tenderer to include proposed alternative clause