

CONDITIONS OF TENDER

TENDER DETAILS SCHEDULE

RFT Number:	[INSERT NO.]								
RFT Name:	[INSERT NAME OF SUPPLIES]								
Minimum Content and Format Requirements: (clause 4.1)	<p>Tenders (including all attachments, annexes and supporting documentation) are to be written in English.</p> <p>All measurements in tenders are to be expressed in Australian legal units of measurement unless otherwise specified.</p> <p>Tenders are to include a PDF copy of the Tenderer Declaration required by clause 22 duly signed by the tenderer.</p>								
Contact Officer: (clause 5.1)	<table border="1"> <tr> <td>Name:</td> <td>[INSERT NAME]</td> </tr> <tr> <td>Address:</td> <td>[INSERT POSTAL ADDRESS]</td> </tr> <tr> <td>Fax:</td> <td>[INSERT FAX NUMBER]</td> </tr> <tr> <td>Email:</td> <td>[INSERT EMAIL ADDRESS]</td> </tr> </table>	Name:	[INSERT NAME]	Address:	[INSERT POSTAL ADDRESS]	Fax:	[INSERT FAX NUMBER]	Email:	[INSERT EMAIL ADDRESS]
Name:	[INSERT NAME]								
Address:	[INSERT POSTAL ADDRESS]								
Fax:	[INSERT FAX NUMBER]								
Email:	[INSERT EMAIL ADDRESS]								
Alternatives (clause 6.1)	<p>Note to drafters: Select 'will' or 'will not' from the clause below as appropriate to the RFT.</p> <p>The Commonwealth [WILL / WILL NOT] accept alternative tenders.</p> <p>The Commonwealth [WILL / WILL NOT] accept tenders for part quantities.</p>								
Closing Time: (clause 7.3)	<p>Note to drafters: Closing Time must be between 10am – 4pm ACT local time and not fall on a national or local ACT public holiday. This is to ensure that the AusTender Help Desk function is available to tenderers during the Closing Time.</p> <p>[INSERT TIME] local time in the Australian Capital Territory (ACT) on [INSERT DATE].</p>								
Format: (clause 7.4)	[INSERT FORMAT]								
Tender Validity Period: (clause 9.1)	[INSERT PERIOD] after the Closing Time (as extended under clause 9.2, if applicable).								
Division 2 of CPRs:	<p>Note to drafters: Select 'do' or 'do not' from the clause below as appropriate to the RFT.</p> <p>The additional rules detailed in Division 2 of the Commonwealth Procurement Rules (CPRs) [DO / DO NOT] apply to this procurement.</p> <p>Note to drafters: An electronic version of the CPRs can be accessed at: https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules.</p>								

TABLE OF CONTENTS

	Page
ANNEXES	i
1. General (Core)	1
2. Alterations, Erasures and Illegibility (Core)	1
3. Unintentional Errors of Form (Optional)	1
4. Minimum Content and Format Requirements (Core)	1
5. Amendments and Queries (Core)	1
6. Alternatives (Core)	1
7. Lodgement (Core)	1
8. Termination, Suspension or Deferral of RFT (Core)	2
9. Tender Validity Period (Core)	2
10. Evaluation and Acceptance (Core)	3
11. Procurement Complaints (Core)	3
12. Probity (Core)	3
13. Reference Material (Core)	3
14. Price Basis (Core)	3
15. Cost Investigation (Core)	4
16. Limitation of Liability (Optional)	4
17. Small Business Participation (Core)	4
18. Unpaid Employee Entitlements (Core)	5
19. Reporting Requirements (Core)	5
20. Workplace Gender Equality (Optional)	5
21. Indigenous Procurement Policy (Optional)	6
22. Shadow Economy Procurement Connected Policy (Optional)	6
23. Payment Times Procurement Connected Policy (Optional)	7
24. Pan-European Public Procurement On-Line (PEPPOL) framework (Optional)	7
25. Tenderer Declaration (Core)	7
26. Australian Industry Capability (Optional)	8
27. Country of Tax Residency (Optional)	8
28. Economic Benefits to the Australian Economy (Optional)	9
ANNEXES	
A. Request for Tender Proforma	A -1

1. GENERAL (CORE)

- 1.1 Tenders should be submitted on the Request for Tender (RFT) Proforma. Tenderers submit the tender subject to these conditions of tender (including the Tender Details Schedule) and the attached draft conditions of deed for the Supply of Goods and Maintenance Services.

2. ALTERATIONS, ERASURES AND ILLEGIBILITY (CORE)

- 2.1 Any alterations or erasures made to a tender by a tenderer are to be initialled by that tenderer. Tenders containing alterations or erasures that are not initialled, or pricing or other information that is not stated clearly and legibly, may be excluded from consideration.

3. UNINTENTIONAL ERRORS OF FORM (OPTIONAL)

Note to drafters: This clause must be used when the procurement is subject to the additional rules detailed in the CPRs.

- 3.1 If the Commonwealth considers that there are unintentional errors of form in a tender, the Commonwealth may request the tenderer to correct or clarify the error, but will not permit any material alteration or addition to the tender.

4. MINIMUM CONTENT AND FORMAT REQUIREMENTS (CORE)

Note to drafters: When the procurement is subject to the additional rules detailed in the CPRs, 'will' is to be selected from the following clause. When the procurement is NOT subject to the additional rules detailed in the CPRs, 'may' is to be selected and 'Subject to clause 3,' is to be deleted.

- 4.1 **[Subject to clause 3]**, the Commonwealth **[may/will]** exclude a tender from further consideration if the Commonwealth considers that the tender does not comply with any of the minimum format and content requirements specified in the Tender Details Schedule.

5. AMENDMENTS AND QUERIES (CORE)

Note to tenderers: When an amendment to the RFT is issued by the Commonwealth it will be through AusTender. Refer to clause 7 for further information on AusTender.

- 5.1 The Commonwealth may amend this RFT upon giving tenderers timely written notice of an amendment. Any queries or concerns in respect to this RFT should be directed to the Contact Officer identified in the Tender Details Schedule. If the Commonwealth amends or clarifies any aspect of this RFT under this clause prior to the Closing Time specified in the Tender Details Schedule, then the Commonwealth will issue a formal amendment to the RFT in the same manner as the original RFT.
- 5.2 Tenderers will have no claim against the Commonwealth or any Commonwealth Personnel for any failure to inform a tenderer of an amendment to the RFT, or any failure to seek amended tenders, or any other matter arising in connection with an amendment to the RFT.

6. ALTERNATIVES (CORE)

- 6.1 Offers for alternatives or part quantities may be submitted where the option to do so is included in the Tender Details Schedule. Alternatives should be submitted with full technical details to enable them to be evaluated.

7. LODGEMENT (CORE)

Note to tenderers: The Closing Time will be displayed in the relevant AusTender webpage together with a countdown clock that displays in real time the amount of time left until Closing Time (for more information please see AusTender Terms of Use). For the purposes of

determining whether a tender response has been lodged before the Closing Time, the countdown clock will be conclusive.

- 7.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFT (Approach to Market (ATM)), tenderers are to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at <https://www.tenders.gov.au/?event=public.termsOfUse>.
- 7.2 All queries and requests for AusTender technical or operational support are to be directed to:
AusTender Help Desk
Telephone: 1300 651 698
International: +61 2 6215 1558
Email: tenders@finance.gov.au
The AusTender Helpdesk is available between 9am and 5pm Australian Capital Territory (ACT) local time, Monday to Friday (excluding ACT and national public holidays).
- 7.3 Tenders are to be lodged electronically via AusTender (<https://www.tenders.gov.au>) before the Closing Time (specified in the Details Schedule) in accordance with the tender lodgement procedures set out in this RFT and on AusTender.
- 7.4 Tenders are to be lodged in the format specified in the Tender Details Schedule. All file names should:
- sufficiently identify the tenderer by including their name; and
 - reflect the parts of the tender they represent, where the tender comprises multiple files.
- 7.5 Tender response files should not exceed a combined file size of 500 megabytes per upload.

8. TERMINATION, SUSPENSION OR DEFERRAL OF RFT (CORE)

Option: For when the procurement is not subject to the additional rules detailed in the CPRs.

- 8.1 Without limiting its rights under this RFT, at law or otherwise, the Commonwealth may suspend, defer or terminate this RFT process at any time. The Commonwealth will notify tenderers to this effect.

Option: For when the procurement is subject to the additional rules detailed in the CPRs.

- 8.2 Without limiting its rights under this RFT, at law or otherwise, the Commonwealth may suspend, defer or terminate this RFT process where the Commonwealth determines that:
- it is in the public interest to do so;
 - the Commonwealth is required by law to do so;
 - no tenderer represents value for money; or
 - no tenderer is fully capable of undertaking the Deed or any resultant Contract, and the Commonwealth will notify tenderers to this effect.

9. TENDER VALIDITY PERIOD (CORE)

- 9.1 The Commonwealth requires that tenders submitted in response to this RFT remain open for acceptance during the Tender Validity Period specified in the Tender Details Schedule.

Note to drafters: If this extension period is inappropriate, specify another period of extension.

- 9.2 If this procurement is suspended under the *Government Procurement (Judicial Review) Act 2018* (Cth), the Tender Validity Period is extended by the period of suspension, up to **[twice the period of the Tender Validity Period specified in the Tender Details Schedule]**.
- 9.3 Without limiting clause 9.2, the Commonwealth may request an extension of the Tender Validity Period.

10. EVALUATION AND ACCEPTANCE (CORE)

- 10.1 Tenders will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies. Neither the lowest priced tender nor any tender will necessarily be accepted by the Commonwealth. The criteria to be applied for the purposes of evaluation are the extent to which the tenderer's offer meets the Commonwealth's requirements set out in the RFT, the tenderer's capacity to provide the Goods and Maintenance Services, the assessed level of risk arising from the tenderer's offer and the tendered prices and pricing terms. Acceptance of a tender will occur only if a deed is executed. Unsuccessful tenderers will be notified of the final decision and may request a debriefing.
- 10.2 The Commonwealth, at any time during the tendering process, may seek clarification or additional information from, and enter into discussions or negotiations with, any or all tenderers in relation to their tender.

11. PROCUREMENT COMPLAINTS (CORE)

- 11.1 In the event tenderers wish to lodge a formal complaint regarding this procurement, the complaint is to be directed in writing to: procurement.complaints@defence.gov.au. On the request of the Commonwealth, tenderers are to cooperate with the Commonwealth in the resolution of any complaint regarding this procurement.

Option: For an RFT covered by a public interest certificate.

- 11.2 A public interest certificate under the *Government Procurement (Judicial Review) Act 2018* (Cth) covering this procurement is in force.

12. PROBITY (CORE)

- 12.1 Tenderers and their officers, employees, agents and advisors are not to engage in any collusive, anti-competitive or any other similar conduct with any other tenderer or person or offer any unlawful inducements in relation to their tender or this tender process.
- 12.2 Tenderers are to notify the Commonwealth immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions may be compromised).
- 12.3 If the tenderer fails to comply with clauses 12.1 and 12.2, the tender may be excluded from further consideration.

13. REFERENCE MATERIAL (CORE)

- 13.1 Defence-nominated drawings, specifications, samples, information, and other reference material may be obtained from the Contact Officer. The tenderer is responsible for examining the reference material. At all times, the reference material is to remain the property of the Commonwealth. The reference material can only be used for the purpose of preparing the tender and is to be treated as Commonwealth confidential information in all other respects. The reference material will need to be returned or disposed of securely upon request of the Commonwealth.

14. PRICE BASIS (CORE)

- 14.1 Tendered prices should be provided at a firm price (subject to any applicable price adjustment set out in clause 15 of the draft conditions of deed) and show both the GST exclusive and GST inclusive amounts. The prices under any resultant Deed will be inclusive of all GST and all taxes, duties (including any customs duty) and government charges imposed or levied in Australia or overseas. The tendered prices should include the cost of any packaging, marking, handling, freight and delivery, insurance and any other applicable costs and charges. Tenderers are to apply the Defence Cost Principles, as amended from time to time, when preparing tendered prices.

15. COST INVESTIGATION (CORE)

- 15.1 For the purposes of establishing that the tendered prices are fair and reasonable and constitute value for money for the Commonwealth, the Commonwealth's cost investigation staff may, prior to the formation of any resultant Deed, conduct a cost investigation of the tendered prices. On request by the Commonwealth the tenderer is to facilitate any such cost investigation.

16. LIMITATION OF LIABILITY (OPTIONAL)

Note to drafters: A Liability Risk Assessment (LRA) is to be undertaken by the Commonwealth in accordance with the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template which can be accessed at:

- <http://drnet.defence.gov.au/casq/commercial/UndertakingProcurementinDefence/Pages/Liability-Risk-Management.aspx>.

The liability risk assessment provides the basis for determining the limitation of liability amounts in clause 22 of the draft conditions of deed.

Note to tenderers: The Commonwealth's preference is for liability under any resultant Deed to be assessed according to common law principles. If tenderers propose a limitation of liability, they are to familiarise themselves with the Defence Liability Principles, and the standard Defence methodology described in the Liability Risk Assessment template, both of which can be accessed at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/liability-risk-management>.

The tenderer is to provide a liability risk assessment which has been conducted in accordance with the Defence Liability Principles, clear details of its proposed alternative liability regime and reasons for the approach. The Commonwealth will consider the tenderer's proposed alternative regime on its merits and in the context of value for money considerations, provided the tenderer furnishes the information requested in this clause.

- 16.1 Tenderers are to specify the basis for Contractor liability that they propose will apply to the Deed and any Contracts formed under the Deed.
- 16.2 If a tenderer proposes to limit its liability, or limit its liability on an alternative basis to that set out in clause 22 of the draft conditions of deed (eg, by proposing a liability limitation or exclusion additional to those set out in clause 22.2 of the draft conditions of deed), the tenderer is to provide the following details:
- the terms of the limitation on the tenderer's liability;
 - an explanation as to why the tenderer requires a limitation of its liability regime or requires a different regime to that proposed in clause 22 of the draft conditions of deed;
 - a detailed assessment of the risks associated with the procurement and the likelihood and consequences of each identified risk eventuating;
 - a cost/benefit analysis of the proposed limitation of liability; and
 - full pricing details for a liability regime based on the liability regime detailed in clause 22 of the draft conditions of deed.

17. SMALL BUSINESS PARTICIPATION (CORE)

- 17.1 Tenderers should indicate on the quotation form whether they are a Small Business. 'Small Business' means an enterprise that employs less than the full time equivalent of 20 persons ('full time equivalent' is as defined by the Australian Bureau of Statistics). If the enterprise is an 'associated entity' as defined in section 50AAA of the Corporations Act 2001, this test is applied to the group of associated entities as a whole.

18. UNPAID EMPLOYEE ENTITLEMENTS (CORE)

- 18.1 The Commonwealth will not enter into a Deed with a tenderer which has a judicial decision against it (excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid.

19. REPORTING REQUIREMENTS (CORE)

- 19.1 Tenderers acknowledge that the Commonwealth is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees. Tenderers acknowledge that for any awarded standing offer with an estimated value of A\$10,000 or more, and any contract executed under the standing offer valued at A\$10,000 or more, the Commonwealth will publish at a minimum the following information and these details will constitute public information upon publication: estimated value and date of the standing offer; value and date of any contract executed under the standing offer; description of the standing offer and any contract in sufficient detail to identify the nature and quantity of the Goods and/or Maintenance Services; contractor name; and contractor postal address. Contracts valued at A\$100,000 or greater are subject to additional reporting requirements.

20. WORKPLACE GENDER EQUALITY (OPTIONAL)

Note to drafters: Include this clause if the procurement is at or above the relevant procurement threshold, and does not meet the exemptions set out at Appendix A to the CPRs.

Note that if a Defence specific exemption from Division 2 of the CPRs applies, this option is still to be used.

Note to tenderers: In performing any resultant Contract, the tenderer is to comply with its obligations under the Workplace Gender Equality Act 2012 (Cth). Information about the coverage of the Workplace Gender Equality Procurement Principles is available from the Workplace Gender Equality Agency at:

- <https://www.wgea.gov.au/what-we-do/compliance-reporting/wgea-procurement-principles>

- 20.1 If the tenderer is a Relevant Employer, the tenderer is to:
- provide a current letter of compliance issued by the Workplace Gender Equality Agency (WGEA) as part of its tender; or
 - advise that it is a Relevant Employer as part of its tender and provide a current letter of compliance issued by WGEA prior to executing any resultant Contract with the Commonwealth.
- 20.2 For the purposes of clause 20.1, Relevant Employer means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Supplier will continue to be obligated as a Relevant Employer until the number of its employees falls below 80.

21. INDIGENOUS PROCUREMENT POLICY (OPTIONAL)

Option: For inclusion when the Indigenous Procurement Policy's Mandatory Minimum Requirements apply to the procurement.

Note to drafters: The [Indigenous Procurement Policy](#) may apply to a procurement valued at or over \$7.5 million (GST inclusive), depending on whether and how much of the resultant Contract's value will be spent in certain industry sectors. Drafters should refer to the ASDEFCON Clausebank for further information and appropriate clauses:

- <http://drnet.defence.gov.au/casq/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>

22. SHADOW ECONOMY PROCUREMENT CONNECTED POLICY (OPTIONAL)

Note to drafters: This clause must be used when a procurement is conducted by open tender, is subject to the CPRs and has an estimated value over \$4 million (inc GST).

Note to tenderers: The Shadow Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain satisfactory and valid STRs from tenderers. Further information about the requirements arising under the Shadow Economy Procurement Connected Policy is available from the Department of Treasury at:

- <https://treasury.gov.au/policy-topics/economy/shadow-economy/procurement-connected-policy>.

22.1 Tenderers are to:

- provide as part of their tender any of the following STRs that are applicable to the tenderer; and
- obtain and hold any of the following STRs that are applicable to a relevant Subcontractor:

Table A-1: Tenderer / Subcontractor STR requirements

If the tenderer / subcontractor (as the case may be) is:	STRs required:
(a)	(b)
a. a body corporate or natural person;	a satisfactory and valid STR in respect of that body corporate or person;
b. a partner acting for and on behalf of a partnership;	a satisfactory and valid STR: (i) on behalf of the partnership; and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of any resultant Contract or Subcontract (as applicable);
c. a trustee acting in its capacity as trustee of a trust;	a satisfactory and valid STR in respect of the: (i) trustee; and (ii) the trust;
d. a joint venture participant;	a satisfactory and valid STR in respect of: (i) each participant in the joint venture; and (ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator;

e. a member of a Consolidated Group;	a satisfactory and valid STR in respect of: (i) the relevant member of the Consolidated Group; and (ii) the head company in the Consolidated Group;
f. a member of a GST Group;	a satisfactory and valid STR in respect of the: (i) the GST Group member; and (ii) the GST Group representative.

- 22.2 If a tenderer has requested any of the STRs required under clause 22.1 but the STR has not been issued by the Australian Taxation Office prior to the Closing Time, the tenderer is to provide as part of their tender the STR receipt issued by the Australian Taxation Office confirming that the STR was requested prior to the Closing Time.

23. PAYMENT TIMES PROCUREMENT CONNECTED POLICY (OPTIONAL)

Note to drafters: This clause must be used when the a procurement for the establishment of a new standing offer where the estimated value of all anticipated orders awarded under the standing offer is expected to exceed \$4 million (inc GST) and is not subject to a Defence exemption under paragraph 2.6 of the CPRs.

Note to tenderers: The Payment Times Procurement Connected Policy imposes obligations on large businesses with an annual income of over \$100 million who enter into a contract with the Commonwealth to pay invoices under their subcontracts (up to \$1 million (inc GST)) within 20 days. Further information about the Payment Times Procurement Connected Policy is available from the Department of Treasury at:

- <https://treasury.gov.au/small-business/payment-times-procurement-connected-policy>.

- 23.1 Tenderers are to identify whether or not the Tenderer is a 'Reporting Entity' for the purposes of the Payment Times Procurement Connected Policy (PT PCP) by ticking the appropriate box in the RFT Proforma.

24. PAN-EUROPEAN PUBLIC PROCUREMENT ON-LINE (PEPPOL) FRAMEWORK (OPTIONAL)

Note to tenderers: The Commonwealth Pay On-Time Policy imposes obligations on the Commonwealth to make payments within maximum payment terms, which will depend on the applicability of the Pan-European Public Procurement On-Line (PEPPOL) framework. The maximum payment term will either be:

- **5 days, where the Commonwealth and the Contractor both have the capability to deliver and receive electronic invoices (e-invoices) through the PEPPOL framework and have agreed to use e-invoicing; or**
- **20 days where the PEPPOL framework does not apply.**

Further information on the Pay On-Time Policy is available at:

- <https://www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmg-417>

- 24.1 Tenderers are to identify whether or not the Tenderer has the capability to use electronic invoicing through the Pan-European Public Procurement On-Line (PEPPOL) framework by ticking the appropriate box in the RFT Proforma.

25. TENDERER DECLARATION (CORE)

- 25.1 Tenderers are to provide a declaration confirming the following matters (failure to complete the tenderer declaration in the RFT Proforma may result in a tender being excluded from further consideration):

- a. the tenderer will not provide Supplies containing Asbestos Containing Material and will not take Asbestos Containing Material onto Commonwealth premises in connection with providing the Supplies;
- b. the tenderer does not have any judicial decisions against it (excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid;

Note to drafters: Include clause 24.1(c) if the PT PCP clauses are included in clause 10.3 of the COD.

Note to tenderers: Tenderers are to include the following clause if the tenderer is a Reporting Entity and clauses 10.3.2 – 10.3.6 have been included in the COD.

- c. The tenderer undertakes that if, in anticipation of entering into a resultant Deed with the Commonwealth, it enters into a Reporting Entity Subcontract, the tenderer shall include in that subcontract:
 - (i) an obligation to comply with the Payment Times Procurement Connected Policy (PT PCP); and
 - (ii) using its reasonable endeavours, a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract shall include:
 - A. obligations equivalent to those in clause 25.1a; and
 - B. obligations equivalent to this 25.1c(ii) (such that the obligations in this clause 25.1b are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).

25.2 By completing and submitting the declaration in the RFT Proforma, the tenderer agrees that the Department of Defence may provide any information collected or provided during the course of this process to other Commonwealth Agencies or regulatory bodies.

26. AUSTRALIAN INDUSTRY CAPABILITY (OPTIONAL)

Note to drafters: If an AIC program will apply to any resultant Contract, then Australian Industry Capability (AIC) requirements will need to be inserted. Refer to COD clause 4 for more details on including an AIC program.

If an AIC program is not required, the heading should be retained and '(Not Used)' added at the end of the heading.

27. COUNTRY OF TAX RESIDENCY (OPTIONAL)

Note to drafters: These clauses must be included if the procurement is valued at over \$200,000 (GST Inclusive).

Note to tenderers: In accordance with the Buy Australian Plan and to support transparency in Australian Government procurement, tenderers for Australian Government contracts worth over \$200,000 (GST Inclusive) are required to disclose their country of tax residency. For further information, see the Department of the Treasury, Department of Finance and the Australian Tax Office:

- <https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures>;
- <https://www.finance.gov.au/business/buyaustralianplan>; and
- <https://www.ato.gov.au/businesses-and-organisations/international-tax-for-business/working-out-your-residency>.

This information will not be used to exclude a potential tenderer from further participation in the RFT process. Queries relating to the collection and use of data identifying an entity's country of tax residency can be directed to the Department of the Treasury at:

- MNETaxTransparency@treasury.gov.au.

27.1 Tenderers are to provide, in the RFT Proforma:

- a. the tenderer's country of tax residency; and
 - b. the tenderer's ultimate parent entity's country of tax residency.
- 27.2 In responding to clause 27.1, if the tenderer or the tenderer's ultimate parent entity has multiple tax residencies, each of the countries of which they are a tax resident shall be disclosed.
- 27.3 Tie-breaker rules (where an entity is considered a resident of one treaty country only for the purposes of that treaty) are not relevant in determining how to respond to clauses 27.1 and 27.2.

28. ECONOMIC BENEFITS TO THE AUSTRALIAN ECONOMY (OPTIONAL)

Note to tenderers: If the expected value of any resultant Standing Offer is valued over \$1 million, (GST Inclusive), then the tenderers are to provide details of the direct economic benefits that the resultant Standing Offer would achieve for the Australian economy. For an explanation of economic benefits, refer to the Department of Finance:

- https://www.finance.gov.au/sites/default/files/2024-07/consideration-of-broader-economic-benefits-in-procurement_july-2024.pdf.



Australian Government

Defence

(ABN 68 706 814 312)

a.

Tender No.

**REQUEST FOR TENDER
PROFORMA**

Tenderer Details (Company Name and Address)		
A.C.N. / A.R.B.N.	A.B.N.	

Note to drafters: This table is to be populated (and tailored) to the extent possible prior to RFT release. Drafters should also consider the level of detail required. For instance, where Supplies will be delivered to a number of locations, separate line items may be required for each location.

Where Maintenance Services for a Repairable Item are required, include these requirements as separate line items under the Item Description. If the Commonwealth will be performing maintenance on Repairable Items which requires delivery of spare parts (eg, air filters for a deployable generator set), then tenderers should be requested to identify the necessary spares and provide the individual price and lead-time information for these Goods in the following table. Under these circumstances, drafters should also include a note to tenderers similar to the one below.

This RFT is not to be used for contracting on a time and materials basis.

Note to tenderers: Tenderers are required to complete the remaining columns for each listed Line Number.

For Line Numbers where the Commonwealth has identified it will be performing maintenance on Repairable Items, tenderers are to complete the table for any spare parts and consumables (excluding fuels, lubricants and generally available items, such as cleaning rags and lock-wire) that may be necessary for the Commonwealth to conduct this maintenance.

Line No.	NATO Stock No. (if applicable)	Description	Unit	Lead Time	Delivery Location	GST Applies (Y / N)	Unit Price (A\$, Duty Paid, GST Exclusive)	Unit Price (A\$, Duty Paid, GST Inclusive)	Total Price (A\$, Duty Paid, GST Inclusive)

Confirm Price Basis	FIS	<input type="checkbox"/>
Confirm Price Firm	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

Discount Offered	<input type="checkbox"/>	%	For payment within	<input type="checkbox"/>	days from receipt of correctly rendered invoice.
------------------	--------------------------	---	--------------------	--------------------------	--------------------------------------------------

OFFICIAL

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">Reasons for Variation</td> </tr> <tr> <td style="width: 50%; padding: 5px;">Exchange Rate</td> <td style="padding: 5px;">Percentage of Price Variable</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Date and Source of Exchange Rate</td> </tr> </table>	Reasons for Variation		Exchange Rate	Percentage of Price Variable	Date and Source of Exchange Rate		<div style="border: 1px solid black; height: 100px; width: 100%;"></div> <p style="margin-top: 20px;">Warranty Period: </p>
Reasons for Variation							
Exchange Rate	Percentage of Price Variable						
Date and Source of Exchange Rate							

Are you a Small Business Yes No

The tenderer submits their offer on the basis of the attached conditions of tender.

The tenderer agrees that any resultant Deed will be on the terms of the draft conditions of deed for the Supply of Goods and Maintenance Services.

Note to drafters: This section should be deleted when no limitation of liability will be accepted under the Deed.

Note to tenderers: Delete whichever option is inapplicable.

The tenderer **[does / does not]** propose to include a limitation of liability provision under any resultant Deed.

If the tenderer does propose to include a limitation of liability provision under any resultant Deed, the information requested under clause 16 of the conditions of tender should be included as an attachment to the RFT Proforma.

By signing this RFT Proforma, the tenderer declares that it acknowledges and agrees to all the matters in clause 22 of the conditions of tender.

Tenderer's Signature	Printed Name	Position	Telephone and Facsimile No.	E-mail Address	Date
Signature of Witness	Printed Name	Address of Witness	Telephone and Facsimile No.	E-mail Address	Date