



Australian Government  
Department of Foreign Affairs and Trade

Australian  
Aid 



# REQUEST FOR TENDER

## DFAT – PALAU PARADISE EXPRESS

8 May 2024

## 1. OUR REQUIREMENTS AND TIMELINE

If you have any questions about this procurement please email them to the Contact Mailbox only: [s 22\(1\)\(a\)\(ii\)@dfat.gov.au](mailto:s22(1)(a)(ii)@dfat.gov.au). If you contact us through any other means it may be considered as **Collusive Tendering** or **Improper Assistance** and your tender may be rejected.

Timeline	Date
DFAT issues request for tender	8 May 2024
Industry Briefing	May 2024
Last date for potential tenderers to ask questions of DFAT	Monday 20 May 2024
Last date for DFAT to reply to questions	Tuesday 21 May 2024
<b>Closing Date.</b> Last date for organisations to submit a tender	10am Friday 31 May 2024
<b>Evaluation (**indicative)</b>	
Conformity assessment	Friday 31 May 2024
Evaluation of tenders	June 2024
Notification of outcome	June 2024
<b>Next Steps (**indicative)</b>	
Contract negotiations and start of services	June 2024
Start of Services	Week of 1 November 2024

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

## 2. HOW TO SUBMIT A TENDER

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

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

Tenderer Response Schedule 1A: List of Partner, Projects, Personnel and Referees (**no page limits**).

Tenderer Response Schedule 1B: Proposal to Deliver Services (**up to 5 pages plus attachments**).

Tenderer Response Schedule 1C: Pricing Proposal (**up to one page**).

Tenderer Response Schedule 2: Tenderer Details (**no page limits**).

Part 1: Tenderer's Details

Part 2: Tenderer's Declaration

Part 3: Tenderer's Proposed Confidential Information

Part 4: Tenderer's Non-Compliance with Draft Deed

Attachment 1 Draft Deed

### 3. A BIT ABOUT US

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The Department of Foreign Affairs and Trade (DFAT) promotes and protects Australia's international interests to support our security and prosperity. We work with international partners and other countries to tackle global challenges, increase trade and investment opportunities, protect international rules, keep our region stable and help Australians overseas.

The objective of Australia's development program is to advance an Indo-Pacific that is peaceful, stable, and prosperous. A region that is predictable—where differences are resolved by international law and norms, and where we can cooperate, trade, and thrive. To achieve this requires sustainable development and lifting people out of poverty.

We seek relationships based on respect and partnerships that create economic and social value for us all. To achieve this, we support our partners to:

- build effective, accountable states that drive their own development
- enhance state and community resilience to external pressures and shocks
- connect with Australia and regional architecture
- generate collective action on global challenges that impact us and our region.

Our bonds with countries of the Pacific are strong and longstanding —forged in times of crisis but sustained in periods of peace and prosperity. We are dedicated to achieving our shared aspirations and we will respect Pacific priorities at every step. Together we must build resilience to climate impacts to safeguard the liveability of our region. We must protect the Blue Pacific that connects us, feeds communities, drives economies and is central to Pacific cultures. Australia will continue to invest in Pacific partner country needs and priorities across climate, health, water, sanitation and hygiene, education and social protection systems. Critically, we are ensuring more of our investments empower women and girls, and people with a disability, to participate more fully in social, political and economic life.

This is underpinned by Australia's International Development Policy, which is setting the long-term direction for Australia's development program. Profound challenges continue to reshape our world, testing our collective resolve. The new policy is centred on listening, respect and genuine partnership. It will guide how Australia's development program supports a peaceful, stable, and prosperous future for Australia and our region – ensuring it is fit for these complex times. The new policy will be underpinned by a robust new performance and delivery framework that will drive key reforms and improve the transparency and accountability of our development program. More information on the policy including the Performance and Delivery Framework can be found here <https://www.dfat.gov.au/publications/development/australias-international-development-policy>.

## 4. A BIT ABOUT THE PROJECT

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### *Background*

Aviation is an important enabler of economic activity and human development in Pacific island countries. It connects the Pacific to the world and each other, and facilitates tourism, trade, labour mobility and access to health and education services.

DFAT's support for aviation connectivity aligns with Australia's priorities as well as broader Pacific strategies, such as the 2050 Strategy for the Blue Pacific. The 2050 Strategy highlights connectivity as a key theme and recognises that a well-connected Pacific with safe, accessible, and reliable air transport underpins security and economic growth.

### *Purpose*

Seeking improved connectivity between Palau and Australia to support economic growth opportunities through increased tourist activity.

Australia is seeking to support improved air connectivity between Palau and Australia through facilitating a new non-stop service. Better air connectivity will enable increased tourism and trade opportunities between Australia and Palau, and for Micronesia more broadly.

DFAT is seeking proposals from airlines to provide a weekly non-stop return service between Australia and Palau from 1 November 2024, for an initial 12-month period, including

- Passenger capacity\* for each sector of at least 100 passengers (including 22kg checked baggage) and cargo,
- Draft schedules and plans for commencement of services that consider any operational, financial, risk, regulatory, governance or other dependencies required,
- Evidence of access to bilateral Air Services Agreements and other relevant approvals required to operate the route.

Airlines may also propose

- Flying to Palau from a third country (at their own expense) before or after flying a non-stop service to Australia.
- Other flying programs as long as they include non-stop Palau to Australia / Australia to Palau sectors.

Airlines should

- Review the Draft Deed and Work Order and be prepared to work with the Commonwealth to *swiftly* conclude agreement. This is expected to will maximise destination tourism development for Palau and sales activities prior to commencement of a flying program.
- Identify how the airline will introduce normative procedures that improve disability access to the aircraft and/or terminal.

Eligibility requirements

In order to participate in this RFP process, airlines are required to have, or be able to secure prior to flight commencement on 1 November 2024

- Suitable scheduled airline service Current Air Operators Certificate from the carrier's home National Aviation Authority (NAA) enabling scheduled services,

- Non-Australian airlines will also need to provide a CASA issued (CASR Part 129) Foreign Air Transport Air Operators Certificate;
- Demonstrated capacity to secure all necessary Australian and Palauan approvals; and
- Transport Security Plan approved by the Australian Department of Home Affairs.

## 5. HOW THE PROCESS WILL WORK

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We are calling for organisations to submit a tender to provide flight services if required by DFAT.

### QUESTIONS

You can ask us questions up to the date nominated in Our Timeline.

If you have any questions about this procurement please email them to the Contact Mailbox only: [s 22\(1\)\(a\)\(ii\)@dfat.gov.au](mailto:s22(1)(a)(ii)@dfat.gov.au). If you contact us through any other means it may be considered as **Collusive Tendering** or **Improper Assistance** and your tender may be rejected.

### CHANGES TO OUR PROCESS/NOTIFICATIONS

If we need to change anything in this request for tender or need to provide organisations with additional information, we will email all organisations with the relevant details.

### OTHER PARTS OF THE PROCUREMENT PROCESS

#### DUE DILIGENCE

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

- Company Ownership Structure and Facilities;
- Staff structure and capabilities;
- Financial Information (including annual accounts);
- Insurance details (including indemnity levels, public liability, travel);
- Referees; and
- Other information as relevant.

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

#### CLARIFICATION

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

## TENDER LODGEMENT

Your tender response **must be returned via email by the Closing Date**. Any Tender lodged after the Closing Time is a late Tender and will not be considered by DFAT.

All Tenders must be returned to [s 22\(1\)\(a\)\(ii\).@dfat.gov.au](mailto:s22(1)(a)(ii).@dfat.gov.au)

## TENDER CONFORMITY AND EVALUATION

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

## CONFORMITY AND COMPLIANCE SCREENING

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

## TENDER EVALUATION

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

Interviews will not be required as part of the evaluation.

We will convene an evaluation committee to undertake the evaluation of the Tenderer Response Schedules and any other relevant information. The committee will comprise DFAT and external representatives.

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

At any stage, we may seek clarification of any delivery, commercial, risk or other matter associated with the tender or tenderer.

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

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

In writing the Tenderer Response Schedules, tenderers are encouraged to write about their relevant experience and how they have drawn on that experience to select the solutions that they are offering to DFAT to implement the Services. Where experiences are described, tenderers should reference the name of the client including a contact name and contract details, the name of the project, the date of the project, and an indication of the contribution of the tenderer (for example, the tenderer's share of the budget of the project) in **Tenderer Response Schedule 1A : List of Partners, Projects, Personnel and Referees**.

## MINIMUM CONTENT AND FORMAT REQUIREMENTS, AND STANDARDS

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

- The tender is written in English and in a font that is readable when printed in low resolution black and white;
- All measurements are in Australian legal units of measurement unless otherwise specified;
- The tenderer agrees to contract as a single legal entity;
- The tender includes substantially completed Tenderer Response Schedules 1, 2, and 3 in PDF or Microsoft Word as separate files;
- The tender is within the specified page limits;
- The tenderer confirms its capacity to Tender and that there is no restriction under any relevant law to prevent it from Tendering or entering into a contract with DFAT, if invited to do so, and its Tenderer's Declaration as part of its Tender is accurate and not misleading in anyway;
- The tenderer is not named as not complying with Australia's Workplace Gender Equality Act 2012 (Cth);
- The tenderer, and any relevant subcontractor known at the time of tender, holds a Valid and Satisfactory Statement of Tax Record to comply with Australia's Black Economy Procurement Connected Policy;
- The tenderer, and any subcontractor known at the time of tender, is not listed on the World Bank Listing of Ineligible Firms and Individuals, the Asian Development Bank Sanctions List, the Attorney General's Department List of Terrorist organisations, or DFAT consolidated list or any similar List of a development donor or government or be the subject of an informal investigation or temporary suspension which could lead the tenderer, or subcontractor, becoming so listed;
- The tenderer, and any relevant subcontractor known at the time of tender, is not subject to an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of any workplace relations law, work health and safety law, or workers' compensation law, or if the tenderer is subject, that the tenderer has fully complied, or is fully complying with the Court or Tribunal order; and
- The tenderer, and any relevant subcontractor known at the time of tender, complies with Australia's Modern Slavery Act 2018 (Cth). Tenderers, and any relevant subcontractor known at the time of



tender, must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods and/or Services.

## 6. GLOSSARY OF TERMS

Term	Definition
ACT	Australian Capital Territory
Addendum (or Addenda)	Information, clarification or amendment of this RFT or answers to Tenderer questions provided by DFAT through email to Tenderers.
AusTender	Commonwealth Government business opportunities website <a href="http://www.tenders.gov.au">www.tenders.gov.au</a>
Black Economy Procurement Connected Policy	means the <i>Black Economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019</i> available at <a href="http://www.treasury.gov.au/publication/p2019-t369466">www.treasury.gov.au/publication/p2019-t369466</a> .
Business Day	Any day that is not a Saturday, Sunday, public holiday or bank holiday in Canberra, Australia.
Closing Time	The closing time and date for lodgement of Tenders under this RFT as listed in the RFT. The Closing Time is Canberra local time unless specified otherwise.
Conflict of Interest	A situation in which a Tenderer, its Personnel or Referees have a private interest which may or do improperly influence the performance of their duties and responsibilities. Conflicts of interest can arise in relation to financial interests such as shareholdings, employment opportunities, real estate and trusts, as well as private interests such as relationships and other interests that can conflict with duties and responsibilities. Conflicts can include not only the interests of individual employees and contractors, but also the interests of their immediate family (such as spouses, children or other dependents) and the interests of their business partners or associates. Further information is online in DFAT's Ethics, Integrity and Professional Standards Policy Manual.
Contact Mailbox	The only contact point for all enquiries regarding this RFT.
CPRs	The Commonwealth Procurement Rules.
Department	The Commonwealth of Australia, represented by the Department of Foreign Affairs and Trade.
DFAT	The Department of Foreign Affairs and Trade.
Draft Contract	The document located at <b>Attachment 3</b> of this RFT.
Evaluation Committee (EC)	The Committee appointed by DFAT to evaluate Tenders against the Evaluation Criteria for this RFT.

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

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

## 7. MATTERS CONCERNING RFT RESPONSE

### 7.1. Interpretation

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

### 7.2. Language and measurement

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

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

### 7.3. Tenderers to inform themselves

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

Tenderers are responsible for:

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

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

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

which giving false or misleading information is a serious offence; and

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

### 7.4. Responsibility for response costs

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

### 7.5. Unintentional errors of form

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

### 7.6. Use of Tender documents

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

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

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

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

### 7.7. Joint responses

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

### 7.8. RFT evaluation

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

In considering Tenders, DFAT may

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

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

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

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

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

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

and DFAT will notify Tenderers to this effect.

### 7.10. Governing law

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

### 7.11. Additional Material

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

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

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

### 7.12. Privacy, Disclosure and Confidentiality

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

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

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

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

DFAT may disclose

- a details of Commonwealth contracts with an estimated value of AUD10,000 (GST inclusive) or more, and standing offers on AusTender,
- b Commonwealth contracts and contract information to the responsible Minister, to a House or a Committee of the Parliament of the Commonwealth of Australia, to the Australian National Audit Office, to the Commonwealth Ombudsman or any other body as authorised or

required by law to enable them to carry out their functions, and

- c information collected from Tenderers in accordance with the Privacy Act including disclosure to EC members and/or Commonwealth Government departments and agencies to facilitate Tender evaluation

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

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

### 7.14. Conflict of Interest

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

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

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

### 7.15. Unlawful Inducements

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

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

Tenderers must not seek information on the procurement or procurement evaluation from any individuals or companies involved in the procurement or its evaluation during the evaluation or any time after the evaluation, except consistent with Debriefing. Any such contact during the procurement or its evaluation may be considered an attempt to influence the

outcome of this RFT process and may result in exclusion of the Tender from further consideration

### 7.16. Collusive Tendering and Improper Assistance

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

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

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

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

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

### 7.17. False or Misleading Claims

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

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

### 7.18. Public Statements

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

### 7.19. Referee Checks

Tenderers must provide the name and contact details of Referees, or the completed referee reports (whichever is appropriate) from referees who can attest to the performance of the Tenderer and its Personnel in the

provision of services comparable to the Services within the last five years

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

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

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

### 7.20. Police Checks

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

If requested in the 'Services Specific Conditions of Tender' of this RFT, Tenderer is to submit a Police Clearance Certificates for all Tenderer Personnel with its Tender. These Police Clearance Certificates must comply with the requirements set out in Clause 0 (a) and (b)

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

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

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

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

### 7.21. DFAT's Rights

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

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



disclosure obligations, utilise information gained in this RFT process for that purpose.

## 7.22. Complaints

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