



Australian Government
Department of Foreign Affairs and Trade

DFAT/AOP/028

REQUEST FOR TENDER ('RFT')
FOR
The PACIFIC INNOVATION INITIATIVE

Date Published 18 March 2015

Enquiries: Please submit any tender specific questions to: SEEDPacific@dfat.gov.au
The department will not respond to questions submitted in any other manner.

Key Dates and Times

Event	Date	Time
Request For Tender issued	18 March 2015	17.00 AEST
Industry Briefing Dates:		
– Canberra	23 March 2015	14.00 AEST
– Sydney	24 March 2015	14.00 AEST
– Melbourne	25 March 2015	09.30 AEST
Last Date for Enquiries (from tenderers to DFAT)	4 May 2015	14.00 AEST
Last Date for Addenda (DFAT responses to Tenderer enquiries)	11 May 2015	14.00 AEST
Closing Date for Tenders	18 May 2015	14.00 AEST
Tender Validity	16 September 2015	14.00 AEST

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1. TERMS OF REFERENCE

THE CONTEXT

- 1.1 The world has changed—and our aid program must change too¹. Our aid needs to be more innovative and catalytic, leveraging other drivers of development, such as private sector investment.
- 1.2 The Australian Government recently established the innovationXchange to drive innovation throughout Australia's aid program so that it becomes an intrinsic way of thinking and acting. The innovationXchange will create and test development innovations, source new ideas for the wider aid program, and work with the private sector to find more creative and clever ways to achieve better results.
- 1.3 Australia's aid program has a mandate to focus on our region, with the Minister for Foreign Affairs particularly keen to explore how innovation can bring new ideas, new solutions, and new products to the Pacific.

THE BACKGROUND

- 1.4 The evidence is clear. The private sector is the engine of growth. Successful businesses drive growth, create jobs and pay the taxes that finance services and investment. In developing countries, the private sector generates 90 per cent of jobs, funds 60 per cent of all investments and provides more than 80 per cent of government revenues².
- 1.5 We have a firm foundation for working with business in the Pacific.
- 1.6 DFAT works constructively with the private sector in the Pacific in many ways, seeing both successes and opportunities for learning. With the Asian Development Bank (ADB) and the International Finance Corporation (IFC), we work with partner governments to improve the business and regulatory frameworks for enterprise, help commercial banks improve their lending practices and reach more customers, and finance new infrastructure and risky investments. With the Enterprise Challenge Fund and the Kula Fund, we provided capital to small and medium size enterprises (SMEs) to grow businesses that provided jobs and improved livelihoods. With Pacific Islands Trade and Invest, we help exporters reach export markets in Australia, New Zealand, China and Japan and help investors connect with investment-ready business opportunities. The new Pacific Business Investment Fund will help SMEs access capital by helping them become investment-ready, and our work improving access to finance helps micro-entrepreneurs access capital for small-scale enterprise.
- 1.7 As detailed, the majority of our engagement with the private sector through the aid program in the Pacific has focused primarily on SMEs and building enabling environments. We have less experience and confidence in working with bigger businesses through the aid program in the Pacific.
- 1.8 One of three levels at which the Australian aid program supports private sector-led growth is by maximising the development impact of individual businesses. Recent partnerships with Westpac, ANZ and Carnival show early signs that DFAT has much to gain by more actively working with corporations to create positive development outcomes through their core business activities.
- 1.9 We have learned that big business-led growth that contributes to reducing poverty does not happen of its own accord. The private sector needs to be encouraged and supported so it can produce high and inclusive growth while still generating the profits needed to succeed and grow. Directly supporting one or more businesses carries risk and is time and resource intensive, but maximises development possibilities beyond working solely with the public sector or small business.
- 1.10 However, DFAT have not yet explored the full potential of working with big business to support aid objectives in the Pacific.

THE PACIFIC INNOVATION INITIATIVE

- 1.11 DFAT has developed the Pacific Innovation Initiative; a new initiative that seeks to harness the collective power of business and society to solve development challenges in the Pacific.

¹ Commonwealth of Australia, DFAT, *Australian aid: promoting prosperity, reducing poverty, enhancing stability*, June 2014.

² Commonwealth of Australia, DFAT, *The Role of the Private Sector in Supporting Economic Growth and Reducing Poverty in the Indo-Pacific Region*, Submission to the Joint Standing Committee on Foreign Affairs, Defence and Trade, May 2014.

- 1.12 This new initiative will target businesses that are prepared to show leadership and innovation in the Pacific. We will broker and support the most promising partnerships between global businesses and local organisations to develop new business solutions that have a development impact.
- 1.13 Organisations will receive:
- Support to tailor their business solutions to the Pacific
 - Networking opportunities and links to strategic partners
 - Opportunities to develop business solutions in collaboration
 - Match funding for the best business solutions identified through a competitive process

THE OBJECTIVES

- 1.14 The objectives of the Pacific Innovation Initiative are to:
- Source, test and scale new business ideas that solve development challenges in the Pacific;
 - Work in an innovative way with partners to create and implement the Initiative and the business solutions;
 - Forge new multi-sector partnerships with Pacific-based organisations;
 - Leverage private sector finance for development outcomes;
 - Learn from failures as much as successes.

INTRODUCTION TO THE INITIATIVE

- 1.15 Designing an initiative of this kind is a new venture for DFAT. Whilst we do not have the internal expertise to design and implement such an initiative in-house, our expertise on development, the political economy and the environment for business in the Pacific is an essential contribution to ensuring an initiative of this kind works. As such, DFAT is seeking an organisation willing to work in a new way as the Initiative Manager of the Pacific Innovation Initiative. The objective of this tender is to identify an Initiative Manager who will subcontract a consortium of organisations that collectively have specialist experience of running similar models to submit their ideas for how best to design and run this Initiative.
- 1.16 The successful tenderer will be contracted to co-create the initiative with DFAT and then subject to DFAT approval; implement it. The co-creation phase will be done in close collaboration with an internal DFAT working group for the Initiative and in consultation with DFAT's wider network.
- 1.17 Effectively incentivising business engagement in the Pacific is critical. To this DFAT brings its own unique value proposition. We can convene, broker and influence, connecting business and society. We have deep knowledge of the business, political and regulatory environment in the Pacific. The Initiative Manager and consortium members will bring their own skills and connections in business development. Combining these assets with the possibility of flexible match-funding following a competitive process will offer businesses a compelling incentive to explore innovative opportunities in the Pacific.
- 1.18 DFAT has allocated up to AUD20 million to this Initiative up to June 2018, excluding Initiative Management and Operational costs and the cost of engaging an independent Evaluation Manager. Any further funding will be dependent on the success and the availability of allocated funds.
- 1.19 The Initiative will be designed with the potential to operate for up to seven years (7) years up to June 2022. The Initiative Manager contract is for six (6) months plus an option for a further up to thirty (30) months, at DFAT discretion followed by two further options of up to twenty four (24) months each, dependent on Initiative success and Initiative Manager performance, funding and other considerations.

PROPOSED INITIATIVE CONCEPT

- 1.20 The Initiative Manager and consortium members will co-create and implement the business model with DFAT.

Co-Creation (July 2015 – December 2015)

Inception Stage: Developing the model

- 1.21 In the co-creation phase, the Initiative Manager and consortium members will be responsible, in collaboration with DFAT, for co-creating the best design for implementing the model. The Initiative Manager will also be responsible for developing processes and documentation needed to implement the Initiative outlined in the Statement of Services in this Terms of Reference. At the conclusion of the co-creation the

Initiative Manager will be required to submit a full design document to DFAT for approval. If approved, DFAT will exercise the option in the contract to allow the Initiative Manager to implement (January 2016 – June 2018).

- 1.22 While a proposed initiative concept is outlined below, this model is flexible to allow for the Initiative to be genuinely co-created.

Implementation (January 2016 – June 2018)

Stage 1: The Forum – Finding the best ideas

- 1.23 The Initiative will bring business and society together in at least one creative Forum to build support for the Initiative and get business buy-in. The focus will be on attracting medium and large companies that are already active in, or source materials from the Pacific, as well as corporations that are not yet active in the Pacific but are focusing on creating both economic and social value elsewhere. The Initiative is not about working with businesses on corporate social responsibility or philanthropic projects that rely on external funding in perpetuity. It is about finding new ideas that create both economic and social value.
- 1.24 The eligibility criteria for businesses wanting to participate will be set in the co-creation phase, in close consultation with DFAT. These criteria need to balance incentivising large company engagement while not prohibiting entry of medium-sized businesses that have good potential, or setting unrealistic expectations given the potential scale in the Pacific. The location of the Forum(s) and its structure will also be developed during co-creation, in close collaboration with the Initiative Working Group, but it will not be just another broad Pacific consultation. If a Forum is to be held in the Pacific, it must be done with careful consideration to existing regional and country specific structures. The Initiative Manager and consortium members will be expected to outline suggestions for the type of organisations which should be targeted, how they should be targeted and suggested eligibility criteria. They will also outline where the best location/s are for the Forum/s to reach the best partners for the Initiative.
- 1.25 Following the Forum(s), the Initiative will be extensively marketed and a wide call for ideas will be issued with clear criteria for applicants about the type of business solutions being called for and what constitutes ‘innovation’. A committee of experts from inside and outside DFAT will select the best ideas for Stage Two.
- 1.26 Other Forums will also be held in years 2 and 3 with the focus of learning lessons from successes and failures. Tenderers are required to outline how they would run Stage 1.

Stage 2: The Incubator – Developing and testing the best ideas

- 1.27 The Incubator will provide flexible, tailored support to businesses to help develop their solutions, such as opportunities to meet potential partners and develop their solutions in collaboration with Pacific based organisations. The best ideas (creative business solutions with a long term development impact that have the potential to be scaled) will compete for a total of AUD20 million of DFAT matched funding following a competitive process. It is important that the Initiative leverages as much investment from others—both in terms of financing and in delivery of results—so that the Initiative can have a transformational impact in the long-term. The business solutions will continue to test, learn and evolve until they demonstrate commercial and developmental success. Some will fail—these failures will hold valuable learning. Procedures for identifying failure early to act quickly will be developed in the co-creation phase.
- 1.28 The Initiative Manager and consortium are required to have specific expertise in running flexible business incubator models as described above. Tenderers are required to outline how they would run Stage 2.

Stage 3: The Accelerator – Scaling the best ideas

- 1.29 Business solutions that show commercial and developmental success during testing will be taken to scale, independent from Australian aid funding. Many large businesses will have the nous and funding to scale by themselves, so while they may not need external funding, they may utilise the Accelerator’s experience and influence. Through the Accelerator, the Initiative Manager will link other viable projects to further funding, such as impact investment. Tenderers are required to outline how they would run Stage 3.

THE INITIATIVE MANAGER

- 1.30 The Initiative contract will be awarded for up to an initial six (6) months to cover the co-creation stage with an Option Period for a further period of up to thirty (30) months for the implementation following DFAT approval of a satisfactory initiative design. Two further options may be considered for up to an additional twenty four (24) months each.
- 1.31 Tenderers will need to demonstrate their capacity to be innovative, how they are thinking differently and how their model represents a change in 'traditional approaches'.
- 1.32 Within two (2) months (six (6) months in exceptional circumstances), the Initiative Manager will sub-contract a consortium of organisations with the skills to co-create and run the Initiative. The Initiative Manager, consortium members and DFAT will collaborate to form a team whose capacity is greater than the sum of its parts. Personnel from the Initiative Manager and consortium will be expected to co-locate with DFAT staff in the innovationXchange office in Canberra. If this is not possible, other options should be proposed by the tenderer. Tenderers are required to stipulate the consortium members they propose to work with in their proposals and give a rationale for why they have been engaged. The Initiative Manager and consortium should include an organisation with expertise on the private sector in the Pacific, ideally an organisation based in the Pacific. The Initiative Manager and consortium must also have experience of incorporating payment by results methods in innovation projects.
- 1.33 The Initiative Manager is required to undertake wide consultation during design and implementation, particularly in the Pacific, including DFAT posts to best make use of DFAT's contextual knowledge and experience. The Initiative Manager may be based outside of the Pacific but if so will need to demonstrate in their proposal how they will manage the model from a distance, particularly regarding the ongoing management of the Pacific business solutions.
- 1.34 The Initiative Manager and consortium members will need to demonstrate that they have the skills, experience and capabilities to:
- (a) source innovative solutions to real-world problems by bringing together different players in a creative way;
 - (b) incubate and test business ideas;
 - (c) scale commercially viable ideas by linking to investment;
 - (d) secure interest from medium and large enterprises;
 - (e) deliver results in the Pacific; and
 - (f) work collaboratively with DFAT and consortium members.
- 1.35 DFAT's secondary objective of delivering the Initiative through a consortium approach is to bring together a team of organisations that can learn from each other's unique skills. The Initiative Manager and consortium members should demonstrate a senior level commitment to learn from the other organisations within the consortium and be willing to think differently about how any lessons might also inform their wider organisation. The Tender must include such commitments in Annex 5 through Letters of Association.
- 1.36 The Initiative and the management approach of the Initiative Manager and consortium will be independently evaluated by DFAT and its independent Evaluation Manager. The independent Evaluation Manager will assess the progress of the Initiative ideas, the effectiveness of the business model and its potential for replication, and the management approach. The Evaluation Manager will be procured following the release of this RFT.

2. STATEMENT OF REQUIREMENT

Co-Creation (July 2015 – December 2015)

- 2.1 Within the first six (6) months the Initiative Manager and consortium will co-create the Initiative by:
- (a) Establishing a partnership approach to co-creating the Initiative with DFAT from the start – including members of the Initiative Manager and consortium working in DFAT's innovationXchange, but at a minimum will involve weekly meetings with DFAT;
 - (b) Establishing a collaborative approach to working with the independent Evaluation Manager contracted by DFAT;
 - (c) Sub-contracting a consortium of organisations with proven skills and experience in sourcing, incubating and scaling business models to co-create and implement the Initiative, if approved. It

will be a requirement for the Initiative Manager and consortium to include expertise on the private sector in the Pacific, ideally an organisation based in the Pacific, and experience of incorporating Payment by Results in innovation projects. All consortium members must be in place within two (2) months of the Initiative Manager's contract award. Under exceptional circumstances, if agreed with DFAT, consortium members may be appointed at a later date but no later than six (6) months after the Initiative Manager Contract award; and

(d) Clarification of the distinct roles of each consortium member.

2.2 By 30 November 2015 the Initiative Manager and consortium will provide a full design document for DFAT approval that includes all of the following deliverables:

- (a) A detailed work plan for how Stage 1, 2 and 3 will run including identifying locations, attendees and timelines and the details of how each stage will work including a final pricing proposal, deliverables and reporting and performance milestones.
- (b) A governance approach co-created with DFAT for the Initiative including a process for how the Initiative Manager recommends ideas to be funded and an approval process for how winners are picked in line with Commonwealth Procurement Rules and/or Commonwealth Grant Rules and Guidelines. This could be the establishment of board with participants from DFAT and from the external private sector to oversee the approval of projects to be funded, provide strategic direction for the Initiative and oversee the work and assess performance of the Initiative Manager, the Evaluation Manager and the ideas funded by the Initiative.
- (c) An initiative log frame or results framework with targets and indicators to measure success, produced in close collaboration with the Evaluation Manager.
- (d) A plan for how the Initiative Manager will work with the Evaluation Manager who will evaluate both the Fund model and the management of the Initiative.
- (e) Criteria to select the best business solutions, in line with Commonwealth Procurement Rules including as necessary application forms, guidelines and processes to receive and assess applications which are likely to include Value for Money assessments, economic assessments, environmental and social assessments, sustainability assessments and endorsement from the appropriate partner governments.
- (f) The approach the Initiative Manager and consortium members will take to manage the private sector partner business solutions, including ensuring partners are allocating DFAT funds appropriately, are on-track, and have robust monitoring and evaluation plans. The approach shall consider how the Initiative Manager will keep DFAT up to date throughout.
- (g) Mechanisms to procure and contract the private sector partners including an approach to match-funding (including how in-kind contributions should be taken into account), Payment by Results (and how PBR can be used without undermining approach to testing) and with consideration to how the contracts can be flexible to allow innovation and flexibility in business solutions (so partners can test, learn and adapt their model) whilst protecting DFAT's reputation and mitigating the risk of fraud.
- (h) An approach to undertake due diligence of potential partners in line with DFAT policies.
- (i) A marketing and communications plan including information about medium and large companies that are already active in or source materials from the Pacific, as well as corporations that are not yet active in the Pacific but are focusing on creating both economic and social value elsewhere. The marketing and communications plan also needs to focus on how to attract these organisations to the Initiative.
- (j) The Initiative Manager and consortium member's 'mutual infection strategy' that demonstrates a senior level commitment to learning from each other to inform the Fund and organisation processes and management.
- (k) A full risk matrix for the implementation using DFAT's standard guidelines and template and a robust method for managing risk.
- (l) Content for an online presence for the Initiative to (a) market the Initiative; and (b) share progress, lessons, impact over the life of the Initiative, hosted on the innovationXchange's website.
- (m) An appropriate funding mechanism to receive and administer funds.
- (n) Protocols for how to work with DFAT in Canberra and at post.

Implementation (January 2016 – June 2018)

2.3 On DFAT approval of the design and following DFAT having exercised the option to continue the contract in writing for a further period of up to thirty (30) months, the Initiative Manager and consortium will implement the Initiative in close collaboration with DFAT based on the approved design which will include, but not limited to, the following deliverables:

- (a) Actively and strongly encourage participation in the Initiative from medium and large businesses

- (b) Implement the Initiative
- (c) Identify, evaluate and contract private sector partners with the best business solutions
- (d) Ensure robust and transparent supervision of funded business solutions, including proper fiduciary oversight.
- (e) Ensure all business solutions have at a minimum:
 - a clear and scalable business model;
 - a logframe or results framework;
 - robust monitoring and evaluation plans to collect systematic baseline data and to consistently monitor progress against logframe/results framework;
 - a clear budget; and
 - have undergone and successfully passed the Initiative Managers due diligence assessments or have plans to respond to feedback from their due diligence assessments.
- (f) Produce an Initiative log frame or results framework and update it annually
- (g) Assess, report and manage risk at regular intervals
- (h) Check, verify and authorise all claims submitted by private sector partners before requesting funds from DFAT
- (i) Negotiate and action any contract amendments with private sector partners agreeing any changes with DFAT in advance.

3. EVALUATION CRITERIA

3.1 In Tender Schedule 1, Tenderers must respond to Tender evaluation criteria A – E below

3.2 The Evaluation Criteria should be read in conjunction with the Specific Tender Conditions.

Criteria A: tenderer's demonstrated evidence of appropriately managing a project of this technical and financial scope:

Weighting PASS/FAIL

- Quality of lead contractor's project and financial management services, including value for money, due diligence and fiduciary expertise; and
- Financial viability assessment.

Criteria B – who are you: tenderer's demonstrated evidence of experience and/or capability to co-create and implement an innovative model that introduces new business models to the Pacific:

Weighting 40 %

- Evidence of experience of co-creation and applying innovation principles of test, learn and evolve to work;
- Evidence of experience in business incubation and acceleration that develops business models that make profit and have social impact; and
- Evidence of experience in working innovatively with the private sector.

Criteria C – how will you deliver the project?: quality of the proposed approach to selecting and managing ideas for funding; lesson learning; and monitoring of individual partnerships, pilots and overall project performance:

Weighting 40%

- Proposed innovative approach and work plan;
- Approach to a monitoring and evaluation strategy for designing and collecting project level data with partners linked to Initiative log frame;
- Approach to ensuring Value for Money through procurement, tendering and design and administration of contracts for business solutions; and
- Demonstration of an understanding of the context of doing business in the Pacific.

Criteria D – how will you work with DFAT?: demonstration of ability to work collaboratively with partners and stakeholders:

Weighting 10 %

- Clear proposal for working collaboratively with DFAT;
- Experience in collating lessons learned and disseminating them to change practice; and
- Approach to working with an independent evaluation manager.

Criteria E – how will you be paid: suggested payment structure between DFAT and the Initiative Manager:

Weighting 10%

- Basis of payment –broken into two payment schedules; firm costs for the first 6 months (Inception Stage); plus an innovative, value for money pricing structure for the remaining 30 month optional period, setting out: fixed costs for that period; variable costs (where not included in the 'performance based' component), including cost control measures to ensure ongoing value for money and affordability; and performance based payments; and
- tenderer's capacity and experience to provide a payment by results approach to deliver the desired outcomes of this Initiative.

Note: In accordance with 'Making Performance Count', DFAT's strong preference is to link funding directly to performance (i.e. linking payment to satisfactory performance or upon achievement of key milestones).

4. SPECIFIC TENDER CONDITIONS

Lodgement

4.1 Tenders must be lodged electronically via AusTender (<https://www.tenders.gov.au>), as specified in the Standard Tender Conditions. Tenders must be lodged as Machine Readable PDF (Portable Document Format). DFAT encourages potential tenderers that are not familiar with AusTender to ensure they are comfortable with matters such as the document upload and security requirements and procedures well in advance of the RFT closing. For technical matters on AusTender please see contact details in the Standard Tender Conditions.

Documents for Completion and Submission

4.2 Tenderers are required to complete and submit the following documents. Failure to submit and complete all documents will result in a non-conforming tender which will not be assessed further.

- (a) **Tender Schedule 1** – Technical Proposal (Approach to delivering the Terms of Reference addressing the evaluation criteria) including all relevant **Annexes**;
Annex 1: Project Reference Form (see Attachment C);
Annex 2: Resourcing;
Annex 3: Personnel;
Annex 4: Risk Matrix;
Annex 5: Letters of Association; and
Annex 6: Draft Contract Compliance.
- (b) Tender **Schedule 2** – Price Proposal (Pricing for Requirements);
- (c) Tender **Schedule 3** – Financial Viability Documents; and
- (d) Tender **Schedule 4** – Tenderer Statements (**A – D**)
Statement A: Tenderer's Details (see Attachment C to the RFT)
Statement B: Identifying Confidential Information (see Attachment C to the RFT)
Statement C: Declaration By Tenderer (see Attachment C to the RFT)
Statement D: Work Health And Safety (see Attachment C to the RFT)

Number of Copies of Tender and page limits

4.3 The number of copies and tender page limit requirements are:

- (a) Tender Schedule 1 – One (1) electronic copy, thirty (30) pages plus Annexes;
- (b) Tender Schedule 2 – One (1) electronic copy, 5 pages;
- (c) Tender Schedule 3 – One (1) electronic copy,
- (d) Tender Schedule 4 – One (1) electronic copy.

Note: Tenderers should note that any aspect of the proposal that exceeds the page limit will be deleted and will not be considered by the Evaluation Committee.

Documents attached to RFT for Information

4.4 Documents attached to RFT Information are:

- (a) Attachment A: Draft Contract;
- (b) Project Reference Form (Template in Word Format);
- (c) Tender Schedule 4: Tenderer Statements (A – D) (Templates in Word Format)

Industry Briefing

4.5 Industry briefings will be held in:

- (a) Canberra
14:00 AEST 23 March 2015
Department of Foreign Affairs and Trade
innovationXchange
Walter Turnbull Building, 44 Sydney Avenue
BARTON ACT 2600;
- (b) Sydney
14:00 AEST 24 March 2015
Department of Foreign Affairs and Trade
New South Wales State Office
Level 10, Angel Place

123 Pitt Street
SYDNEY NSW 2000; and

- (c) **Melbourne**
09:30 AEST 25 March 2015
Department of Foreign Affairs and Trade
Victoria State Office
Level 14, 55 Collins Street
Melbourne VIC 3000

- 4.6 At the industry briefing attendees will be provided:
- (a) an overview of the Initiative and the role of the Initiative Manager, as articulated in the Terms of Reference;
 - (b) Attendees will also be provided the opportunity ask questions to assist them to gain a thorough understanding of the Terms of Reference;
 - (c) an overview of the RFT and tender process, and the opportunity to ask questions in one-on-one meetings that will be scheduled on the day; and
 - (d) an opportunity for organisations who do not usually work with, or that have never worked with DFAT, to enquire about 'working with DFAT'.
- 4.7 All questions and answers will be made available via addenda.
- 4.8 To attend the briefing please send an email indicating the briefing you will attend, the company you represent and the names of people who will be attending to SEEDPacific@dfat.gov.au one (1) day prior to each briefing .

Tender Evaluation

- 4.9 DFAT will assess Tenders in accordance with the process outlined in the clauses below.
- 4.10 The evaluation process will be conducted in accordance with the Commonwealth Procurement Rules (CPR's), and this Request for Tender (RFT). An independent Probity Advisor will be appointed to oversee and monitor the tender process, provide probity advice as required and certify whether or not the process was conducted in accordance with the RFT and CPR's.

Conformity and Compliance Screening

- 4.11 DFAT will undertake conformity and compliance screening of Tenders received by DFAT to ensure that they:
- (a) comply with the Mandatory Minimum Form and Content Requirements in Clause 5.4 of the RFT; and
 - (b) Comply with the Mandatory conditions for Participation in Clause 5.5 in the RFT.
- 4.12 DFAT will refer Tenders that comply with this clause x to technical assessment by the Evaluation committee ('EC')

Technical Assessment

Tender Schedule 1 – Technical Proposal

- 4.13 In Tender **Schedule 1**, Tenderers must outline their approach to delivering the Terms of Reference addressing all the Evaluation Criteria and provide any other information as they see relevant in accordance with this RFT to demonstrate to the Evaluation Committee that the Tenderer is best placed to deliver the services successfully.
- 4.14 The response can be no more than thirty (30) A4 pages plus the listed annexes below (which are additional to the thirty (30) pages). The thirty (30) pages must include the tenderer's detailed work plan clearly showing what will happen when, who is responsible, and what the deliverables are. This work plan will, subject to negotiation, form part of the Inception Stage contract for the successful tenderer. The work plan may also inform the tenderer's proposed basis of payment.
- 4.15 Tender **Schedule 1 – Annex 1 – Project Reference Form**: **up to five (5)** examples not to exceed **one (1) A4 page** per example (template provided at Attachment B)

- 4.16 Tender **Schedule 1 – Annex 2 – Resourcing**: a schedule showing the resources the Tenderer proposes to use to undertake Co-Creation (Inception Stage) on time and to specification. The schedule allows the Evaluation Committee to assess whether the Tenderer has proposed sufficient resources to implement its proposed approach and deliverables. The schedule also assists the comparability of different Tenderers' approaches. The schedule should be sufficiently detailed to allow the Evaluation Committee to make the above assessment, but not too detailed to be an overload of information. The schedule must detail the time commitments to the Initiative for each of the following:
- (a) Team Leader from the Initiative Manager; and
 - (b) Lead representative from each consortium member; DFAT suggests the schedule be no more than **three (3) A4 pages** but will accept as conforming responses that are **up to five (5) A4 pages**.
- 4.17 Tender **Schedule 1 – Annex 3 – Personnel**: A Curriculum Vitae (CV) not exceeding three (3) A4 pages each for tenderer's nominated Team Leader and Lead representatives from each consortium member. CVs should state existing and continuing commitments to other projects (DFAT or otherwise) that may impact the individual's ability to deliver the proposed services in this Initiative. Tenderers must also provide a Terms of Reference for the nominated Team Leader and the lead representative from each consortium member represented in the Tender not exceeding **one (1) A4 pages** each.
- 4.18 Tender **Schedule 1: Annex 4 - Risk Matrix** not exceeding **four (4) A4 pages**.
- 4.19 Tender **Schedule 1: Annex 5 - Letters of Association**; not exceeding **one (1) A4 page** each and detailing the strengths and benefits the organisation will bring to the Initiative.
- 4.20 Tender **Schedule 1 – Annex 6 – Document** that identifies clauses in the contract that you are unable to comply with or have concerns about with full rationale.

Tender Schedule 2 – Price Proposal

- 4.21 Tenderers must nominate a final price to deliver Inception Stage inclusive of all costs and fees including insurances, legislative requirements and other costs of doing business, risk and profit as required, to deliver the services. The Price Proposal should allow DFAT to assess whether the Tenderer has proposed a price that allocates sufficient resources to implement its proposed approach and deliverables and offers best value for money to the Commonwealth. The schedule also assists the comparability of different Tenderers. Note, DFAT is not bound to accept the lowest price (or any) Tender.
- 4.22 Tenderers can nominate a pricing strategy (including fixed costs) to undertake the Inception Stage of the Initiative, but the Price Proposal must show milestones, any payment at risk (including on what basis it is at risk) and give sufficient detail of what the cost controls are. Our preference is that Tenderers submit output/outcome based payment structures. Should a Tenderer chose to submit an option for an input based pricing strategy they will be required to comply with DFAT's Adviser Remuneration Framework (<http://www.dfat.gov.au/about-us/publications/Pages/adviser-remuneration-framework.aspx>) for input pricing. All tenderers should familiarise themselves with the Adviser Remuneration Framework and take these rates into account in preparing their pricing strategy. Any assumptions or qualifications in Inception Stage pricing that will not apply in subsequent stages should be listed.
- 4.23 Tenderers must also nominate a pricing strategy for Stages 1, 2 and 3 of the Initiative. As with Inception Stage, this component of the Price Proposal must detail all fixed costs, including insurances, legislative requirements and other costs of doing business. Tenderers are required to develop at least one payment by results pricing strategy which is performance-based and includes an at-risk element, dependent on successful delivery of the Initiative's objectives. Where not included in the at-risk pricing element, the Tenderer should also outline any variable input costs. As for Inception Stage, pricing controls and strategies to ensure ongoing affordability and value for money for Stages 1, 2 and 3 should be detailed. Where possible, the Tenderer should estimate the full cost of delivery of Stages 1, 2 and 3 and the assumptions upon which this is based.
- 4.24 Any qualifications or assumptions the tenderer will introduce for Stages 1, 2 and 3 that are not listed in Inception Stage must be specifically stated.
- 4.25 Tenderers must provide at least one approach that links payment (or a portion thereof) to its performance, but may provide several options.
- 4.26 DFAT suggests the Price Proposal will likely be no more than five (5) A4 pages but will accept as conforming responses that are up to ten (10) A4 pages.

Tender Schedule 3: Financial Viability

- 4.27 DFAT will undertake an assessment of the level of risk presented by each Tenderer, taking into consideration the following criterion:
- (c) Extent to which the Tender and Tenderer presents risks to the delivery of the Services, as evidenced by:
 - (i) the Tenderer's financial viability;
 - (ii) compliance with the terms and conditions of the Draft Contract as stated at paragraph 13 of Statement C: Declaration by Tenderer;
 - (iii) compliance generally with this RFT; and
 - (iv) any other risks identified in the evaluation process.
- 4.28 To enable DFAT to evaluate Tenderers' financial capacity Tenderers must provide details of the following in **Tender Schedule 3**:
- (d) the name and details of place of business of the tendering entity's ultimate owner(s) if different to the tendering entity's details provided in Statement A of Tender Schedule 4;
 - (e) outline of the company structure, brief history of operations and the names and financial relationships between the tendering entity, its parent entity (if relevant) and other related entities within the group;
 - (f) the previous three years' annual financial statements for the tendering entity. These annual financial statements must be prepared in accordance with Generally Accepted Accounting Standards applicable to the Tenderers country of residence (audited if available). The annual financial statements for each year must include:
 - (i) a balance sheet;
 - (ii) a profit and loss statement;
 - (iii) notes accompanying the financial statements; and
 - (iv) a cashflow statementeach prepared on an accrual accounting basis.
- 4.29 An auditor's statement of financial viability or short form financial statements are not acceptable.
- 4.30 Where financial statements are not required to be audited under the Corporations Act 2001 (Cth) and are not independently audited by a registered company auditor, respondents should provide equivalent financial information as noted above, supported by a statutory declaration signed by a partner or director of the organisation.
- (g) contact name and telephone number of the Tenderer's financial accountant;
 - (h) a statement detailing any other tendering opportunities being pursued by the tendering entity or the group and the likely impact of such tendering opportunities on the financial capacity of the Tenderer to discharge its contractual obligations to DFAT associated with this RFT;
 - (i) copies of current insurance certificates, including:
 - (i) workers compensation;
 - (ii) public liability; and
 - (iii) professional liability.
 - (j) Tenderers should provide full details of whether they or their nominated subcontractors have suffered any of the following events:
 - (i) a meeting of creditors being called or held;
 - (ii) a liquidator, provisional liquidator or administrator being appointed;
 - (iii) a controller (as defined in section 9 of the Corporations Act 2001 (Cth)) or analogous person being appointed, including in respect of any of their property;
 - (iv) failing to comply with a statutory demand in respect of the payment of any debt;
 - (v) becoming unable to pay debts as they fall due or otherwise becoming insolvent;
 - (vi) becoming incapable of managing its own affairs for any reason;
 - (vii) taking any step resulting in insolvency under administration (as defined in section 9 of the Corporations Act 2001 (Cth));
 - (viii) any action being commenced to bankrupt or wind up its affairs;
 - (ix) entering into a compromise or arrangement with, or assignment for the benefit of, any of its creditors or any analogous event; or
 - (x) any other event, matter or circumstance that may significantly affect the Tenderer's capacity to perform the Services.
- 4.31 DFAT may appoint an independent financial assessor to evaluate Tenderers' financial capacity. The financial information of Tenderers will be treated confidentially, but the financial assessor's report on the financial capacity of each Tenderer to undertake the Contract may be provided to the EC, the Delegate or to any contractor or adviser to DFAT who is assisting DFAT with this procurement process. Any contractor or adviser who is assisting DFAT with this procurement process will sign an appropriate confidentiality agreement with DFAT.

4.32 Failure by a Tenderer to provide additional financial information if requested by the financial assessor will result in the Tender not being assessed further.

Tender Schedule 4: Tenderer Statements

4.33 Tenderers must attach the following Tenderer Statements:

- (a) Statement A: Tenderer's Details (see Attachment C to the RFT)
- (a) Statement B: Identifying Confidential Information (see Attachment C to the RFT)
- (b) Statement C: Declaration By Tenderer (see Attachment C to the RFT)
- (c) Statement D: Work Health And Safety (see Attachment C to the RFT)

Overall Value for Money Assessment

4.34 DFAT will undertake an overall assessment of Value for Money³ which may include taking into consideration:

- (a) The Technical Assessment;
- (b) The Price Assessment;
- (c) The Risk Assessment, including the Financial Viability Assessment; and
- (d) Any other matter that DFAT considers relevant.

4.35 The selection of a Preferred Tenderer will be based on the most efficient, effective and economical outcome for DFAT. This involves assessing value for money and quality of service against this RFT and the policies included in the Commonwealth Procurement Rules available through the Internet site of the Australian Government Department of Finance:

www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/index.html.

Tender Recommendation

4.36 Following the Value for Money Assessment, DFAT will make a recommendation for further action to the appropriate Delegate.

4.37 Tenderers should be aware that the Delegate is not bound to accept the EC recommendation and may direct that further action be taken in accordance with this RFT.

4.38 DFAT may seek clarification of any technical or pricing matters and may seek a Best and Final Offer in respect of the pricing provided by each shortlisted Tenderer.

³ DFAT's 8 value for money principles are at <http://www.dfat.gov.au/aid/who-we-work-with/value-for-money-principles/Pages/value-for-money-principles.aspx>

5.	RFT STANDARD TENDER CONDITIONS
5.1	The Commonwealth of Australia, represented by the Department of Foreign Affairs and Trade ('Department'), invites Tenders for the provision of the Pacific Innovation Initiative in accordance with this Request for Tender ('RFT').
5.2	An overview of the Requirements is set out in the Terms of Reference in this RFT.
5.3	Threshold Conditions Tenderers must comply with the following threshold Tender conditions:
	(a) the minimum content and format requirements set out in Clause 5.4 (Mandatory Minimum Form and Content Requirements) below; and the conditions of participation set out in Clause 5.5 (Mandatory Conditions for Participation) below.
	(b) Tenderers should note that agreeing to contract as a single legal entity is a Condition for Participation in this RFT process.
	(c) If a Tenderer is an unincorporated association and is selected as the Preferred Tenderer, the Tenderer must incorporate prior to entry into contract.
5.4	Mandatory Minimum Form and Content Requirements The mandatory minimum form and content requirements are:
	(a) Tenders must be written in English and all measurements must be expressed in Australian legal units of measurement;
	(b) Tenders must contain substantially completed Tender Schedules 1 – 4 in accordance with this RFT.
5.5	Mandatory Conditions for Participation The mandatory conditions for Tenderer participation in this RFT are:
	(a) The Tenderer and any subcontractors proposed must not be named as not complying with the Workplace Gender Equality Act 2012(Cth) ('WGE Act'). For the purposes of the WGE Act, the Tenderer must identify whether it is a Relevant Employer under the WGE Act and if it is the Tenderer must provide DFAT with a copy of its current letter of compliance with the WGE Act.
	(b) The Tenderer (and any of its proposed subcontractors) must not be subject to an adverse Court or Tribunal decision or Order (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers' compensation law, or if the Tenderer is so subject, that the Tenderer has fully complied, or is fully complying with the Court or Tribunal decision or Order.
	(c) The Tenderer (and any of its proposed subcontractors) must not be listed on the World Bank List or any similar List maintained by a development donor or be the subject of an informal investigation or temporary suspension which could lead to the Tenderer becoming so listed. A Tenderer must immediately notify DFAT if it becomes listed, investigated or suspended by the World Bank or any development donor prior to the award of contract.
5.6	Subject to Clause 5.13 (Non-Conformity - Unintentional Errors of Form), any failure by a Tenderer to meet the mandatory requirements of the RFT may result in that Tender being excluded from further evaluation.
5.7	Consortia or Joint Venture Tenders
	DFAT may, subject to this RFT, consider a Tender from a consortia or joint venture in the form of a joint Tender.
	Any joint Tender must set out details of all consortia or joint venture members, including the role that each member would play in the delivery of the Requirements, and must nominate a single legal entity which would, if successful, enter into a Contract with DFAT.
	DFAT may require parent company guarantees from the parent companies of parties to a consortia or joint venture.
5.8	Associate Tenders
	DFAT will, subject to this RFT, consider a Tender from two or more parties who have not formed a single legal entity in the form of an Associate Tender on the basis that one party, the Tenderer, acts as the prime contractor and the other party becomes a sub-contractor known as an "Associate".
	An Associate Tender must set out details of all Associates, including the role that each member would play in the delivery of the Requirements and provide an assurance to DFAT from an authorised representative of the Associate of the Associate's corporate commitment to and involvement in the provision of the Services in the form of a one page <i>Letter of Association</i> attached to Tender Schedule 1 (Technical Proposal).
	Tenderer associates who are approved by DFAT to undertake identified parts of the Requirements will be specified in any resultant contract with the Tenderer.
5.9	Subcontractors
	If any aspect of the Requirements will be provided by a subcontractor to the Tenderer, the Tender should set out the details of all proposed subcontractors and their proposed responsibilities in Tender Schedule 1 (Technical Proposal).

5.	RFT STANDARD TENDER CONDITIONS
	In accordance with the terms of the Draft Contract, DFAT will hold the Preferred Tenderer responsible for the actions of any subcontractors, and the Tenderer will be required to include all relevant provisions of the Contract in any subcontract arrangements.
5.10	<p>Contractor Personnel including Specified Personnel Individuals with conflicting commitments and current DFAT employees must not be included in the Tender as Specified Personnel or as individuals who will be engaged by the Tenderer if selected as the Preferred Tenderer. At DFAT's discretion, former DFAT employees including former Australian Aid Program employees may be included in the Tender as Specified Personnel or as individuals who will be engaged by the Tenderer if selected as the Preferred Tenderer.</p>
	DFAT may reject any Tender which does not disclose the fact that a proposed team member has an existing and continuing commitment to another project (DFAT or otherwise).
5.11	Tender Prices
	Tenderers must provide their Tender prices in Tender Schedule 2 . Tender prices should be inclusive of all costs of complying with this RFT and all costs associated with doing all things necessary for the due and proper completion of the proposed contract and:
	(a) be inclusive of all taxes duties and charges excluding goods and services tax ('GST'), if applicable. The GST payable should be separately identified in Tender Schedule 2 and will not form part of the Price Assessment;
	(b) be inclusive of all necessary insurances;
	(c) be inclusive of any escalation, any allowance for foreign exchange rate variations or other price risks and disclosed as a single escalator factor;
	(d) remain unalterable for the period of Tender validity;
	(e) not vary according to the mode of payment;
	(f) take into account the liability, indemnity and other relevant provisions regarding risk in the Draft Contract;
	(g) include detailed information on assumptions used in preparing the pricing; and
	(h) preferably be expressed in Australian dollars ('AUD'). If the Tendered pricing is expressed in a currency other than AUD, for the purposes of the Tender evaluation, this will be converted into AUD at the exchange rate determined by the relevant 'foreign currency rate per AUD' published by the Reserve Bank of Australia as at the Closing Time.
	Tenderers must provide their proposed mechanism for price increases (i.e. escalation) during the term of the Contract and for any option period (if any).
	Tenderers must seek their own independent tax advice in relation to this RFT and the Draft Contract.
	DFAT may use the pricing information provided in Tender Schedule 2 for the Price Assessment.
	DFAT is not bound to accept the lowest price (or any) Tender.
5.12	<p>Competitive neutrality Competitive Neutrality requires that Government businesses should not enjoy net competitive advantages over their private sector competitors by virtue of public sector ownership. Tenderers from the public sector should demonstrate in the pricing of their Tender that the requirements of competitive neutrality have been met, including (without limitation) payment of relevant taxes and charges, rates of return and cost of funds.</p>
5.13	<p>Non-conformity - Unintentional Errors of Form If DFAT considers that a Tenderer has made an unintentional error of form in its Tender, DFAT may, at its sole discretion, permit the Tenderer to correct that error within a specified timeframe, by written request by DFAT, but will not permit the Tenderer to submit new or different information that would materially alter the original Tender.</p>
5.14	<p>Non-conformity - Additional Material Tenderers must not provide additional material such as supporting brochures, photographs or promotional material as part of the Tender. DFAT will sever any material provided by Tenderers which has not been requested in the RFT from the Tender material and such material will not form part of the Tender evaluation.</p>
5.15	<p>Ambiguities, Discrepancies, Inconsistencies, Errors or Omissions DFAT will not accept responsibility for any misunderstanding arising from the 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.</p>
5.16	Amendment of RFT
	DFAT may amend the RFT at any time by issuing an Addendum and posting it on AusTender (https://www.tenders.gov.au). All conditions of this RFT will apply to any Addenda issued by DFAT unless amended in the addenda. Upon issue, each Addendum forms part of this RFT.

5.	RFT STANDARD TENDER CONDITIONS
	DFAT may extend the Closing Time in its sole discretion and will issue an Addendum via AusTender notifying Tenderers of any decision to extend.
	Tenderers who have registered and downloaded the RFT documentation will be notified by AusTender via email if an Addendum to the RFT is issued. Tenderers are required to log in to AusTender and collect Addenda as notified.
	DFAT will accept no responsibility if a Tenderer fails to become aware of any Addendum which would have been apparent from a visit to the AusTender page for this RFT.
5.17	Tenderer Enquiries
	All enquiries relating to this RFT must be directed to SEEDPacific@dfat.gov.au .
	DFAT will respond to all Tenderer enquiries directed to SEEDPacific@dfat.gov.au in writing before the Last Date for Enquires on or before the Last Date for Addenda. DFAT will not respond to any request for clarification from a Tenderer received after the Last Date for Enquires.
	If DFAT considers that a Tenderer's enquiry may be relevant to other Tenderers, it may at its discretion and without disclosing the source of the query, publish its response to all Tenderers on a non-attributable basis in the form of an Addendum by notice on the AusTender website.
	DFAT will accept no responsibility if a Tenderer fails to become aware of any Addendum notice.
5.18	Alterations and Amendments to Tenders Alterations and amendments to a Tender must be made before the Closing Time and be clearly legible and initialled by the Tenderer. Tenders containing un-initialled alterations and amendments and Tenders in which information is not legible may be excluded from consideration at the discretion of DFAT.
5.19	Electronic Tender Lodgement
	Tenders must be lodged electronically via AusTender before the Tender Closing Time and in accordance with the Tender lodgement procedures set out in this RFT and on AusTender.
	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 the Closing Time. For the purposes of determining whether a Tender response has been lodged before the Closing Time, the countdown clock will be conclusive. For more information please see the AusTender Terms of Use.
	Where there is any inconsistency between the Tender lodgement procedures set out on AusTender and those set out in this RFT, this RFT will prevail.
5.20	Electronic Tenders not lodged in accordance with this Clauses 5.19 will be excluded from evaluation.
5.21	Electronic Lodgement Process Before submitting an electronic Tender, Tenderers must:
	(a) ensure their technology platform meets the minimum requirements identified on AusTender;
	(b) refer to AusTender's Help guidance, if required, on uploading Tenders;
	(c) take all steps to ensure that the Tender is free from anything that might reasonably affect usability or the security or operations of AusTender and/or DFATs computing environment;
	(d) ensure that the Tender does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by DFAT; and
	(e) ensure that the Tender complies with all file type, format, naming conventions, size limitations or other requirements by AusTender.
	(f) DFAT takes no responsibility for problems with electronic lodgement arising from Tenderers' infrastructure and/or internet connectivity.
	Any attempt to lodge a Tender after the Closing Time will not be permitted by AusTender.
	When an electronic Tender lodgement has successfully completed on AusTender, an official receipt is provided on screen. The on-screen receipt will record the time and date the Tender was received by AusTender and will be conclusive evidence of successful lodgement of a Tender. It is essential that Tenderers save and print this receipt as proof of lodgement. A separate AusTender email confirming receipt of the Tender will also be automatically dispatched to the email address of the registered user whose details were recorded on AusTender at login.
	Where a Tenderer does not receive a Tender lodgement receipt from AusTender, it means that the Tenderer's attempted Tender lodgement has not completed successfully. Where no receipt has been issued by AusTender, the attempted lodgement will be deemed to have been unsuccessful by DFAT. Tenderers should refer to AusTender for further instruction.
5.22	Electronic Tender File Formats, Naming Conventions and Sizes
	Tenderers must lodge their Tender in accordance with the requirements set out in this Clause 5.22 for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the Tender not uploading successfully and/or may eliminate the Tender from evaluation.
	Tenders must be lodged on AusTender in the File Format for Electronic Tenders specified. The Tender file name/s:

5. RFT STANDARD TENDER CONDITIONS	
	(a) should incorporate the Tenderer's company name and should reflect the various parts of the bid they represent, where the Tender comprises multiple files (for example <u>CompanyName_PacificInnovation_TenderSchedule1.pdf</u>);
	(b) must not contain \ / : * ? " < > characters. Check your files and re-name them if necessary; and
	(c) must not exceed 100 characters including the file extension.
5.23	Tender files:
	(a) should not exceed a combined file size of five (5) megabytes per upload;
	(b) should be uploaded from a high level directory on a Tenderer's desktop, so as not to impede the upload process; and
	(c) should be zipped (compressed) together for transmission to AusTender.
5.24	AusTender will accept up to a maximum of five (5) files in any one upload of a Tender. Each upload should not exceed the combined file size limit of five (5) megabytes. If an upload would otherwise exceed 5 megabytes, the Tenderer should either:
	(a) transmit the Tender files as a compressed (zip) file not exceeding five (5) megabytes; and/or
	(b) lodge the Tender in multiple uploads ensuring that each upload does not exceed five (5) megabytes and clearly identify each upload as part of the Tender.
	If a Tender consists of multiple uploads, due to the number of files or file size, Tenderers should ensure that transmission of all files is completed before the Closing Time.
	Tenders must be completely self-contained. No hyperlinked or other material may be incorporated into the Tender documentation by reference.
5.25	AusTender Security
	Tenderers acknowledge that although the Commonwealth has implemented the security measures described on AusTender, the Commonwealth does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
5.26	Tenderers acknowledge that:
	(a) lodgement of their Tender on time and in accordance with the Conditions of Tender in Part 4 is entirely their responsibility;
	(b) DFAT will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request For Tender, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised; and
	(c) they have taken reasonable steps to ensure that Tender response files are free from viruses, worms, malicious code or other disabling features which may affect the AusTender and/or DFAT's computing environment.
5.27	All queries and requests for technical or operational support for AusTender must be directed to: AusTender Help Desk Telephone: 1300 651 698 International: +61 2 6215 1558 Email: tenders@finance.gov.au The AusTender Help Desk is available between 9am and 5pm AEST, Monday to Friday (excluding ACT and Australian national public holidays).
5.28	Evaluation of Tenders
	Tenders will be evaluated in accordance with the process set out in this RFT.
	Evaluation Committee members will treat the Tender evaluation proceedings and meetings as 'commercial in confidence' and must not discuss the technical assessment of any Tender with any person. Tenderers must not make contact with any members of the EC outside EC meetings. Any such contact will be considered a breach of confidentiality and may result in exclusion of the Tender from further consideration.
5.29	Security, Probity and Financial Checks
	DFAT and/or a consultancy engaged by DFAT may perform such security, probity and financial investigations and procedures as it may in its sole discretion determine are necessary in relation to Tenderers, their employees, officers, partners, associates, subcontractors or related entities and their officers, employees and subcontractors.
	Tenderers will be expected to provide reasonable assistance at their own cost to DFAT regarding any security, probity and financial investigations and procedures, including supplying further information to DFAT on request.
	Any omission or failure by the Tenderer to provide detailed information to DFAT as requested will diminish the scoring ability of the Tenderer's Tender and may result in DFAT removing the Tender from further consideration.

5.	RFT STANDARD TENDER CONDITIONS
5.30	Tender Clarification
	At any stage DFAT may ask a Tenderer to clarify or provide additional information on any aspect of its Tender, or on any matter in its opinion, relevant to the Tender.
	Failure to respond to a request for clarification in the manner requested by DFAT may have an adverse impact on the evaluation of the Tender.
5.31	Referee Checks
	Tenderers must provide at Annex 1 (Project Reference Form) and Annex 3 (Personnel) the name and contact details of Referees who can attest to the performance of the Tenderer and its Personnel, preferably within the last two (2) years, in the provision of services comparable to the Terms of Reference.
5.32	Tenderers must ensure that nominated Referees do not have an actual or potential Conflict of Interest. In particular, Referees must not:
	(a) be an employee or holder of a current executive office within the Tenderer organisation or have a business association with the Tenderer or one of its subsidiaries;
	(b) be included in the Tender as proposed Personnel; or
	(c) be a current DFAT employee or Former DFAT Employee; and
	Referees are to be available to be contacted within four (4) weeks of the RFT 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 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.
5.33	Police Checks
	Specified Personnel identified as having contact with children in the Tenderer's Tender may be required to provide Police Clearance Certificates.
	The Preferred Tenderer must within fourteen (14) days written notice from DFAT of its selection as Preferred Tenderer provide DFAT with original Police Clearance Certificates for nominated Personnel working with children. 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.
5.34	Tenderers should obtain consent to a criminal record check from their Specified Personnel and provide information on the purpose for which it will be used.
	DFAT reserves the right to require the Tenderer to replace any Specified Personnel whose Police Clearance Certificate shows conviction of criminal offences of, or relating to child abuse. Nominated replacement Personnel must have qualifications and experience equal to or better than those personnel being replaced and must be acceptable to DFAT.
5.35	Debriefing
	Following the rejection of a Tender, or the award of a contract to the Preferred Tenderer, DFAT will inform Tenderers in writing of the outcome of their Tender submission.
	Tenderers may, in writing, request a written debrief concerning their Tender submission within 14 days of being advised by DFAT of rejection of their Tender.
	Tenderers will be debriefed against the evaluation criteria set out in this RFT. A Tenderer will not be provided with information concerning other Tenders, except for publicly available information, such as the name of the Preferred Tenderer and the total price of the winning Tender.
5.36	Disclaimer
	Although certain information is contained in this RFT, Tenderers must make their own independent assessment and investigations and obtain their own independent advice regarding the subject matter of the RFT. Neither the Commonwealth of Australia, its employees, agents or contractors:
	(a) makes any representations or warranties as to the accuracy, reliability or completeness of the information; nor
	(b) has any liability under the law or otherwise arising from the information, the Tender process or any activity associated with them.
5.37	Tenderer Costs
	All costs and expenses incurred by a Tenderer in connection with this RFT, including but not limited to the costs associated with preparing and lodging a Tender, responding to requests from DFAT and providing further information sought by DFAT, hosting site visits or attending industry briefings/site inspections, interviews or contract negotiations, are the sole responsibility of the Tenderer.
	DFAT will not be, and is not, liable for any lost profit, lost opportunity or other losses sustained by the Tenderer as a result of responding to this RFT.

5.	RFT STANDARD TENDER CONDITIONS
5.38	<p>Insurances The Preferred Tenderer will be required to hold and maintain insurances in accordance with the terms and conditions of the Draft Contract.</p>
5.39	<p>Public Statements Tenderers must 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.</p>
5.40	<p>Ownership of Tenders</p>
	All Tenders become the property of DFAT upon lodgement.
	DFAT may copy, amend, extract or otherwise deal with all or part of any Tender for the purposes of this RFT process.
	DFAT may disclose the contents of any Tender to its personnel and advisers for the purposes of assisting DFAT with this RFT process. DFAT may, at its discretion, seek appropriate confidentiality obligations from those personnel or advisers where such disclosure is made.
	Nothing in this Clause 35 affects the ownership of intellectual property in any Tender.
5.41	<p>Tender Validity Period</p>
	Tenders must remain open for acceptance (valid) for a period of at least six (6) months (i.e. 180 calendar days) from the Closing Time.
	DFAT may request a Tenderer to extend the validity period of the Tender referred at this Clause 5.41 above.
5.42	<p>Entry into Contract and Conduct of Contract negotiations</p>
	This RFT is not a contract between the Commonwealth and the Tenderer, nor an offer to contract.
	Nothing in this RFT, any Tender, or any conduct or statement made by either DFAT or a Tenderer before or after the issue of this RFT is to be construed so as to give rise to any contractual obligations, express or implied, or any obligations in equity between DFAT and any Tenderer.
	Following selection of a Preferred Tenderer, DFAT may enter into contract negotiations with the Preferred Tenderer.
	The Commonwealth intends to enter into a contract with the Preferred Tenderer substantially in the form of the Draft Contract included in this RFT.
5.43	Without limiting the matters set out in Clause 5.45 (DFAT's Rights), during contract negotiations, DFAT may:
	(a) engage in detailed discussions with one or more Tenderers in person or via email;
	(b) request a Tenderer to improve or consolidate any aspect of a Tender;
	(c) request a Tenderer to provide revised pricing to reflect negotiation outcomes (including submitting a best and final offer);
	(d) decline to consider a Tenderer's revised pricing if DFAT considers that the Tenderer has changed the underlying basis on which the Tenderer's pricing was calculated;
	(e) reject the Preferred Tenderer's Tender, discontinue negotiations with that Tenderer and/or re-enter negotiations with other Tenderers (including or excluding the Preferred Tenderer) if in DFAT's view during final negotiations, the Preferred Tenderer retracts or attempts to retract agreements under which material business, financial, technical and legal issues were resolved during negotiations, or in DFAT's opinion the Tenderer is not negotiating in good faith;
	(f) request the Tenderer to negotiate in good faith a proportionate reduction to the Tendered price if the Statement of Requirements is reduced as a result of constraints imposed on DFAT either before or after the Closing Time; and
	(g) take into account the outcome of negotiations in finalising the evaluation of Tenders and in making a selection decision in declaring the Preferred Tenderer.
	No binding agreement, express or implied (including, without limitation, any form or contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds), is intended to be created between DFAT and any Tenderer in relation to the Requirements of this RFT and the Tender process or in any other respect until a formal written contract is executed by DFAT and the Preferred Tenderer.
	The final contract as executed by DFAT will contain the entire agreement between DFAT and the Preferred Tenderer.
5.44	<p>Operation of the Contract The Contract entered into with the Preferred Tenderer will alone govern the legal relationship between DFAT and any Preferred Tenderer.</p>
5.45	<p>DFAT's Rights</p>
	Despite any other provision in this RFT, DFAT retains the right to:
	(a) alter, vary or amend any part of this RFT;
	(b) suspend or terminate this RFT if DFAT considers it is in the public interest to do so;

5. RFT STANDARD TENDER CONDITIONS	
	(c) seek additional information or clarification from any Tenderer, and/or provide additional information or clarification to any Tenderer;
	(d) seek and/or contact any referee, whether or not nominated by the Tenderer;
	(e) determine a shortlist of Tenderers at any time after the Closing Time;
	(f) add or remove any Tenderer from consideration at any time after the Closing Time;
	(g) in its absolute discretion conduct or engage a third party to conduct a financial viability assessment on the Tenderer to assess the Tenderer's financial capacity and financial viability in accordance with the information provided at Tender Schedule 2;
	(h) negotiate or decline to negotiate with any Tenderer, and discontinue negotiations at any time (including for non-provision of Police Clearance Certificates);
	(i) negotiate with one or more Tenderers simultaneously;
	(j) terminate negotiations with the Preferred Tenderer and commence negotiations with any other Tenderer (including but not limited to where required Police Clearance Certificates are not provided by the Preferred Tenderer or where the Tenderer becomes listed or subject to an investigation or temporary suspension by the World Bank or similar donor of development funding);
	(k) require the Preferred Tenderer to provide an Unconditional Financial Undertaking or Performance Guarantee prior to entry into Contract;
	(l) require the Preferred Tenderer to replace any Personnel whose Police Clearance Certificate shows conviction of criminal offences of, or relating to, child abuse where DFAT in its absolute discretion considers that the individual poses an unacceptable risk to children's safety or well-being; and
	(m) allow, or refuse to allow, a Preferred Tenderer to enter into a Contract in the name of a different legal entity to that which submitted the Tender.
5.46	Conflict of Interest
	Tenderers must notify DFAT as soon as practicable after becoming aware of an actual or potential Conflict of Interest in connection with the submission of the Tender or the provision of the Services described in this RFT, or at any time prior to receiving notification of the award of a Contract or the termination of this RFT process.
5.47	If the Tenderer has or may have an actual or potential Conflict of Interest, DFAT may, at its discretion:
	(a) exclude the Tender from further consideration;
	(b) enter into discussions to seek to resolve the conflict of interest; or
	(c) take any other action it considers appropriate.
	DFAT may regard any participant in a Joint Tender under Clause 5.7 (Consortia or Joint Venture Tenders) who separately Tenders or participates in a further Joint Tender in response to the RFT as being in a Conflict of Interest situation.
5.48	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 <i>Criminal Code Act 1995</i> (Cth).
	If a Tenderer is found to have made false or misleading claims or statements or to have obtained improper assistance connected with the preparation of its Tender or its participation in this RFT process, DFAT may remove the Tender from further consideration.
5.49	Unlawful Inducements
	Tenderers, their officers, employees, agents and advisers must not violate any applicable laws or Commonwealth policies in relation to unlawful inducements in connection with the preparation of a Tender or participation in this RFT process. Submission of the Tender by the Tenderer constitutes a warranty by the Tenderer in this regard.
	If a Tenderer is found to have violated any applicable laws or Commonwealth policies regarding the offering of inducements connected with the preparation of its Tender or its participation in this RFT process, DFAT may remove the Tender from further consideration.
5.50	Collusive Tendering and improper assistance
	Tenderers, their officers, employees, agents and advisers must not engage in any collusive Tendering, anti-competitive conduct or any similar conduct with any other Tenderer or person in relation to the preparation of a Tender or participation in this RFT process.
	Tenders compiled with the assistance of current DFAT employees or Former DFAT Employees will be excluded from consideration.
	If a Tenderer is found to have engaged in any collusive tendering or other anti-competitive practices with any other Tenderer or any other person in the preparation of its Tender or its participation in this RFT process, DFAT may remove the Tender from further consideration.

5.	RFT STANDARD TENDER CONDITIONS
5.51	<p>Commonwealth Procurement Rules and PGPA Act Tenderers should be aware that the Commonwealth Procurement Rules ('CPRs') and the <i>Public Governance Performance and Accountability Act Rules 2013</i> (Cth) ('PGPA Act') as amended from time to time, apply to this RFT. The CPRs are available at: http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/index.html</p> <p>The PGPA Act is available at: http://www.comlaw.gov.au</p>
5.52	<p>Privacy, Disclosure and Confidentiality</p>
	DFAT will treat as confidential any information provided by the Tenderer prior to the award of a Contract (other than information in the public domain).
5.53	Once a contract has been awarded to the Preferred Tenderer, DFAT will not keep information provided by that Tenderer confidential unless:
	(a) the Preferred Tenderer requests specific information which it considers should be kept confidential in Table 1 (Confidential Information) at Statement B of Tender Schedule 4 ;
	(b) the specific information is by its nature confidential or is personal information under the <i>Privacy Act 1988</i> (Cth); and
	(c) DFAT agrees to that request or is otherwise bound by law not to disclose the information.
	In considering a request for confidentiality, DFAT will consider whether disclosure would cause detriment to the Preferred Tenderer or a third party.
	DFAT will also consider whether confidentiality is supported by the underpinning principles of Commonwealth procurement such as value for money, accountability and transparency.
5.54	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.
5.55	Application of law and Commonwealth policy
	Tenderers must at all times abide by Commonwealth Law and Australian Government Policies.
	DFAT reserves the right in its absolute discretion to exclude from consideration any Tender:
5.56	where any of the Tenderer's Personnel have been convicted of, or are being investigated for, a criminal offence;
	(a) on the grounds of bankruptcy, insolvency or significant deficiencies in performance of any substantive requirement or obligation under a prior contract in accordance with Rule 10.16 of the CPRs;
	(b) which is late, incomplete (including those with electronic files that cannot be read or decrypted) or which DFAT believes to potentially contain any virus, worm, malicious code, disabling features or anything else that might compromise the integrity or security of AusTender and/or DFAT's computing environment; and
	(c) where the Tenderer is on a World Bank list or similar list or becomes the subject of an investigation or temporary suspension which may lead to it becoming so listed.
5.57	Complaints
	Any complaints arising out of the RFT process should be made in writing to SEEDPacific@dfat.gov.au
	All complaints related to this RFT process will be dealt with in accordance with DFAT's Policy on Complaints Handling.
5.58	<p>Governing Law This RFT is to be construed in accordance with, and any matter related to the RFT process is to be governed by, the laws of the Australian Capital Territory ('ACT'). The ACT will have sole jurisdiction for any dispute resolution.</p>