**SCHEDULE 2: TENDER RESPONSE FORMS**

Tenderers should ensure that their Tenders include, as a minimum, each of the Tender Response Forms attached to this Schedule 2.

**Attachment 1: Tenderer’s Details**

Tenderers should provide full responses in completing the following information to enable the Corporation to clearly identify the entity responding to the RFT.

|  |
| --- |
| Full name of Tenderer: |
| Trading or business name: |
| Tenderer’s Contact who is authorised to represent and legally bind the Tenderer (including name, address and other contact details): |
| If a company |
| The registered office: |
| The principal place of business: |
| The date and place of incorporation and the Australian Company Number: |
| Individual shareholders holding 20 per cent or more of any issued share capital: |
| Any related companies within the meaning of section 50 of the *Corporations Act 2001*: |
| If a trustee |
| Provide details of the relevant trust including a copy of the relevant trust contract (including any variations to that contract): |
| If a partnership |
| Provide details of the relevant partnership including a copy of the relevant partnership agreement: |
| Subcontractors |
| Please include a full explanation of any part of the Services which the Tenderer intends to subcontract to another entity, including the entity to which it intends to subcontract, the services the subcontractor would perform, any existing or past relationship between the subcontractor and any particular expertise or experience of the subcontractor. |

**Attachment 2: Tenderer’s Declaration**

**Declaration in Response to the PHASE TWO OF THE POST MORTEM PROJECT**

Date: ^insert date^

By: ^insert full legal name of Tenderer^ (Tenderer)

**Context**

Request for Tender in relation to **PHASE TWO OF THE POST MORTEM PROJECT (RFT)**.

**Interpretation**

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

**Compliance with RFT**

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

The Tenderer undertakes that it will continue to participate in the RFT process in accordance with the RFT and on the basis of its Tender.

**Offer**

The Tender constitutes an offer (Offer) to provide the Services on the terms and conditions set out in the Draft Contract, subject to any exceptions noted in its Statement of Compliance with the Draft Contract submitted as part of its Tender, and accordingly is capable of immediate acceptance by the Corporation so as to form a binding contract.

The Offer remains open for acceptance by the Corporation for the Offer Period. The Tenderer undertakes not to withdraw, vary or otherwise compromise the Offer during the Offer Period.

If directed by the Corporation, the Tenderer will execute a contract in the form set out in **Error! Reference source not found.** (Draft), subject to any amendments noted in the Tenderer’s Statement of Compliance with the Draft Contract, without entering into further negotiation.

To the extent that the Tender does not include complete information relating to matters required for the completion of the Draft Contract, the Corporation may complete the contract at its reasonable discretion, and the Tenderer shall execute the resultant contract.

**Confidentiality**

The Tenderer will not, and will ensure that its employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the Corporation, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by the Corporation and which the Corporation indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

**Ethical Dealing**

The Tenderer represents that its Tender has been compiled without the improper assistance of any current or former Corporation officer, employee, contractor or agent and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the Corporation.

The Tenderer represents that it has not:

1. engaged in misleading or deceptive conduct in relation to its Tender or the RFT process;
2. engaged in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their Tender or the RFT process;
3. attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the Corporation, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process; or
4. otherwise acted in an unethical or improper manner or contrary to any law.

**Conflict of Interest**

The Tenderer represents that, having made all reasonable enquiries the following represents its only known actual or potential conflicts of interest in respect of the RFT, its Tender or the provision of the Services:

^insert list or, where no conflict exists, write ‘none’^

The Tenderer undertakes to advise the Corporation in writing immediately upon becoming aware of any actual or potential conflicts of interest in respect of the RFT, its Tender or the provision of the Services.

**Employee entitlements**

The Tenderer represents that, having made all reasonable enquiries, as at the date of this declaration there are no unsettled judicial decisions against the Tenderer (not including decisions under appeal) relating to unpaid employee entitlements.

EXECUTED AS A DECLARATION for the benefit of the Rural Industries Research and Development Corporation.

Dated this ^insert day^ day of ^insert month^ 20^year^

|  |  |  |
| --- | --- | --- |
| SIGNED SEALED AND DELIVERED by ^insert name of Tenderer^ by its duly authorised representative:  ^Name of signatory^ | )  )  )  ) | Signature |
| In the presence of:  ^Name of witness^ |  | Signature of witness |

**Attachment 3: Selection Criteria**

^insert description of what Tenderers are required to provide in relation to the Selection Criteria. An example is provided below (this is set out in Clause 7) ^

|  |  |
| --- | --- |
| **Selection Criteria:** | **Tenderer’s Response:** |
| 1. Demonstrated knowledge and track record of research project management and a proven ability to manage financial aspects: |  |
| 1. Proposes a methodology that meets the Terms of Reference and demonstrates a detailed understanding and ability to deliver on the project objectives: |  |
| 1. Consists of a person or team with demonstrated experience in and clear connection to the thoroughbred horse sectors: |  |
| 1. Proposes a clear and suitable timeframe: |  |
| 1. Demonstrates a structured approach to the management of the project and good ‘value for money’ based on the funding available for the project: |  |
| 1. Details of 2-3 Referees in support of the Tenderer’s ability to meet the Terms of Reference. Include details of the work performed and the contact details of the person or client who can provide a reference. | **Referee 1:**   * Name: * Role/ Organisation: * Contact details: * Project details:   **Referee 2:**   * Name: * Role/ Organisation: * Contact details: * Project details:   **Referee 3:**   * Name: * Role/ Organisation: * Contact details: * Project details: |

**Attachment 4: Price Schedule – Professional Fees and Travel and Accommodation**

^Insert price schedule and details on information to be provided by Tenderer (example provided below) ^

1. **Professional Fees**:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Specified Personnel - 1** | **Specified Personnel - 1** | **Specified Personnel - 1** | **Total Professional Fee per Stage** |
| Daily/ Hourly Rate (excl GST) |  |  |  |  |
| **No of Days per Stage**: | | | | |
| **Stage 1:** |  |  |  |  |
| **Stage 2:** |  |  |  |  |
| **Stage 3** |  |  |  |  |
| Total Professional Time |  |  |  | Days/ hours |
| **Total Professional Fee (excl GST)** |  |  |  |  |
| **Total Professional Fee (incl GST)** |  |  |  |  |

1. **Travel and Accommodation**

|  |  |  |  |
| --- | --- | --- | --- |
| **Specified Personnel or Subcontractor** | **Estimated nature of Travel required over the course of the delivery of services** | **Travel costs** | **Accommodation Costs** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1. **Facilities and Assistance**

below) ^

**Attachment 5: Statement of Compliance with Draft Research Agreement (including Insurances)**

Tenderers submit their Tenders on the basis that they comply with all clauses of the RFT. In the case of the Draft Research Agreement, Tenderers’ compliance is subject to any exceptions noted in their response to this Schedule.

Tenderers should indicate compliance with each provision of the Draft Research Agreement including all schedules and attachments, taking into account any amendments to those provisions that may have been issued by the Corporation during the RFT process. Tenderers should note that the extent of non-compliance will be a factor in the evaluation process. The compliance statement will form the basis for any contract negotiations that may occur with a Tenderer.

In respect of the compliance statement, Tenderers should indicate their level of compliance with each provision using one of the terms “complies”, “does not comply”, “partially complies” and “not applicable”. These terms have the following meanings:

|  |  |
| --- | --- |
| **complies** | 1. means that the Tenderer will comply without amendment |
| **does not comply** | 1. means that the Tenderer will not comply without amendment |
| **partially complies** | 1. means that the Tenderer will comply partially and that some amendment is required |
| **not applicable** | 1. means that the provision does not apply to the Tenderer or is to be completed (e.g. the schedule item dealing with fees). |

The Tenderer will be taken to be and assessed as compliant with any clause, schedule or attachment which it does not list in the compliance statement. Tenderers may group provisions where the response is the same for each of those provisions. For example, ‘Clauses 3.1 to 3.15 – Does Not Comply’, or ‘Schedule 1 - Complies’.

Where a Tenderer does not comply or only partially complies with a provision, the extent of non-compliance should be stated in full in the compliance statement. In this case, the Tenderer should then provide:

1. specific reasons for the partial or non-compliance; and
2. specific language of any proposed amendments, including any deletions or additional provisions.

In accordance with clause s.iv, Tenders should also include in their compliance statement any request that information be treated as confidential following the award of a contract to it.

The following format should be used in completing the compliance statement:

**Compliance with Draft Research Agreement**

|  |  |  |
| --- | --- | --- |
| Clause/schedule/attachment | Nature of compliance | Proposed wording of any amendment to the provision |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Request to keep Information Confidential**

1. Information contained in contract:

|  |  |  |
| --- | --- | --- |
| Item | Period of Confidentiality | Reason why it is necessary to keep information confidential |
|  |  |  |
|  |  |  |
|  |  |  |

1. Information obtained or generated in performing Services:

|  |  |  |
| --- | --- | --- |
| Item | Period of Confidentiality | Reason why it is necessary to keep information confidential |
|  |  |  |
|  |  |  |
|  |  |  |

Tenders should also provide the following information in relation to the insurance they hold:

|  |  |  |
| --- | --- | --- |
| **Insurance** | **Level ($)** | **Certificate of currency attached** |
| Public liability insurance |  | Yes/No |
| Workers compensation insurance |  | Yes/No |
| Professional indemnity insurance |  | Yes/No |