



Australian Government

Department of Home Affairs

ABN: 33 380 054 835

REQUEST FOR TENDER (RFT)

FOR THE PROVISION OF SERVICES FOR THE RETURN AND REINTEGRATION ASSISTANCE PROGRAM (RRAP)

HOMEAFFAIRS/2098/RFT

All queries regarding this RFT should be directed to:

Contact Officer

Director, RRAP Procurement Project Team

RRAP.procurement@homaffairs.gov.au

TENDER CLOSING TIME: 2.00 pm on 21 June 2024 (local time in Canberra, Australian Capital Territory).

CLOSING TIME FOR TENDER ENQUIRIES: 2.00 pm on 17 June 2024 (local time in Canberra, Australian Capital Territory)

The Department of Home Affairs ("Department") invites interested parties to submit Tenders in accordance with this RFT for the goods and/or services described in the Statement of Requirement in **Attachment A**.

This RFT consists of:

- (a) the RFT Details in **PART 1**, which set out the specific details that apply to this RFT; and
- (b) the Terms and Conditions in **PART 2** that apply to this RFT; and
- (c) the following Attachments:
 - (i) Statement of Requirement (**Attachment A**);
 - (ii) Tender Response Form (**Attachment B**);
 - (iii) Pricing Schedule (**Attachment C**);
 - (iv) Tender Evaluation Process and Criteria (**Attachment D**);
 - (v) Draft Contract (**Attachment E**); and

(vi) Glossary (**Attachment F**).

Unless otherwise stated, all further references to clauses are references to the Terms and Conditions in **PART 2** that apply to this RFT.

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PART 1 – RFT DETAILS

RFT Detail	Details
RFT Number	HOMEAFFAIRS/2098/RFT
Closing Time	2.00 pm on 21 June 2024 (local time in Canberra, Australian Capital Territory).
Method of lodgement	AusTender at https://www.tenders.gov.au – see Terms and Conditions clause 4 .
Cut off time for enquiries about the RFT	2.00 pm on 17 June 2024 (local time in Canberra, Australian Capital Territory) – see Terms and Conditions clause 5 .
Department Contact Officer	Director, RRAP Procurement Project Team Email: RRAP.Procurement@homeaffairs.gov.au
Description of the Requirement	The Department invites Tenderers to submit Tenders in accordance with this RFT for the provision of services for the Return and Reintegration Assistance Program (RRAP). Further details of the Requirement are set out in Attachment A .
Tenders for only part of the Requirement permitted?	☒ No - the Tenderer must offer to provide all of the Requirement under either Service Category 1 [Returns Assistance], Service Category 2 [Reintegration Assistance] or both - see Terms and Conditions clause 9 and Statement of Requirement in Attachment A . ☐ Yes - see Terms and Conditions clause 9 and Statement of Requirement in Attachment A .
Alternative Tenders permitted?	☒ Alternative Tenders are not permitted – see Terms and Conditions clause 10.4 . ☐ Alternative Tenders are permitted but only if the Tenderer also submits a Tender that meets all aspects of the Requirement set out in Attachment A – see Terms and Conditions clause 10.4 . ☐ Alternative Tenders are permitted without a Tender that meets all aspects of the Requirement set out in Attachment A – see Terms and Conditions clause 10.4 .
Conditions for Participation and Minimum Content and Format Requirements	<u>Conditions for Participation:</u> ☐ There are no Conditions for Participation for this RFT. ☒ Tenderers will be excluded from consideration if they fail to meet the following Conditions for Participation:

- a) The Tenderer, its Personnel, and any subcontractors proposed in its Tender must not be listed under any legislative instrument made under section 15 of the *Charter of the United Nations Act 1945* (Cth);
- b) The Tenderer, its Personnel and any subcontractor proposed in its Tender must not be named in the consolidated list referred to in Regulation 40 of the *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth);
- c) The Tenderer must either:
 - (i) **hold** a Valid and Satisfactory Statement of Tax Record by the closing time; or
 - (ii) **have a receipt demonstrating** that a Statement of Tax Record has been requested from the Australian Taxation Office by the closing time, and **hold** a Valid and Satisfactory Statement of Tax Record no later than 4 business days from the Closing Time; and
- d) The Tenderer must **hold** a Valid and Satisfactory Statement of Tax Record for any first tier subcontractor that it proposes, as part of its Tender, to engage to deliver goods or services with an estimated value of over \$4 million (GST inclusive).

[Note to Tenderers: Tenderers should apply for all necessary Statements of Tax Record via the Australian Taxation Office website and should ensure that their First Tier Subcontractors apply for a Statement of Tax Record within sufficient time to meet these Conditions for Participation. Tenderers should refer to the table at clause 42.5 to determine which STRs need to be provided.]

Minimum Content and Format Requirements:

☐ There are no Minimum Content and Format Requirements for this RFT.

☒ Details of the Minimum Content and Format Requirements are below:

*[Note to Tenderer: The Tenderer should submit a completed Tender Response Form substantially in the format provided at **Attachment B**. Submission of a completed Tender Response Form should assist in ensuring that the Tenderer meets all of the Minimum Content and Format Requirements.]*

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	a. The Tenderer must ensure that its Tender meets the following requirements: (i) Tenderers must include: A. a Deed of Undertaking substantially in the form at Part 3 of Attachment B of the RFT signed by an officer capable of binding the Tenderer; B. a completed and signed copy of the statutory declaration substantially in the form of the Statutory Declaration (Form 2) as set out in Part 3 of Attachment B of the RFT; and C. a response to the Tender Response Form Tables substantially in the form of the Tender Response Form in Part 4 of Attachment B to the RFT. (ii) Tenders must include a pricing schedule in \$AUD substantially in the form of the Pricing Schedule, Attachment C of the RFT. (iii) All language, including in all attachments and supporting technical data, must be written in English. (iv) Unless otherwise specified in the Statement of Requirement, all measurement must be expressed in Australian legal units of measurement. b. The Tender must include either: (i) a Valid and Satisfactory Statement of Tax Record for the Tenderer; or (ii) a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office for the Tenderer and the Tenderer then provides a Valid and Satisfactory Statement of Tax Record within 4 business days from the Closing Time.
Indicative Timetable for the RFT	RFT publish date: 10 May 2024 Tender Closing Time: 2.00 pm on 21 June 2024 (local time in Canberra, Australian Capital Territory). Evaluation period: June to October 2024 Contract(s) with successful Tenderer(s) finalised: December 2024 However, with the exception of the Closing Time, this timetable is indicative only.
Intended outcome of the RFT process	☐ One successful Tenderer for provision of the Requirement – see Terms and Conditions clause 20 and the Draft Contract at Attachment E. ☒ One or more successful Tenderers for provision of the Requirement – see Terms and Conditions clause 20 and the Draft Contract at Attachment E.

	☐ One successful Tenderer for provision of the Requirement as required under a standing offer - see Terms and Conditions clause 20 and Draft Contract at Attachment E . ☐ One or more successful Tenderers for provision of the Requirement under a panel arrangement - see Terms and Conditions clause 20 and Draft Contract at Attachment E .
Proposed Contract Term	The proposed Term of the Contract/s is for an Initial Term of three (3) years. The Department may, at its sole discretion, extend the Term of a Contract by up to two (2) additional periods of up to two (2) years each from the End Date. If the Department executes all options to extend, the Term of the Contract will not exceed seven (7) years.
Page limit	If your Tender exceeds the specified page limit(s), the Department may decide not to take into consideration that part of the Tender which exceeds the page limit – see Terms and Conditions clause 4.15 .
Tender Validity Period	18 months after the Closing Time – see Terms and Conditions clause 6 .
Industry Briefings	☒ There will be no Industry Briefings for this RFT process.
Site Inspection	☒ There will be no Site Inspection as part of this RFT process.
Covered Procurement	☐ No – this RFT is not a Covered Procurement for the purposes of the CPRs and GPJR Act. ☒ Yes – this RFT is a Covered Procurement for the purposes of the CPRs and GPJR Act - see Terms and Conditions clause 35 .
Data Room or Further Materials	☒ The Department does not intend to provide Tenderers with additional materials, data or information other than that contained in this RFT. ☐ The Department may at its absolute discretion make further information, data and/or materials available to Registered Tenderers. See Terms and Conditions clause Error! Reference source not found..
Public Interest Certificate	☐ No – at the time of release of this RFT a Public Interest Certificate (PIC) has not been issued for this RFT. ☒ Yes – at the time of release of this RFT a Public Interest Certificate (PIC) has been issued for this RFT – see Terms and Conditions clause 35 .

Tender Evaluation Process and Evaluation Criteria	As set out in Attachment D Evaluation Criteria and Evaluation Process.
Participation of other Commonwealth Entities in this RFT process (cooperative procurement)	☒ The Department is not aware of any other requirement by another Commonwealth Entity for the Requirement, but wishes to facilitate procurement by any other Commonwealth Entity in the future using the mechanisms in this RFT and the Draft Contract – see Terms and Conditions clause 31 .
Security Requirements	Relevant Personnel of the successful Tenderer may be required to obtain and maintain an Employment Suitability Clearance (ESC) and Commonwealth Security Clearance (CSC), where they require non-public access to the Department's resources (including ICT systems, information and facilities). Note to Tenderer: <i>It is not anticipated that Personnel of the successful Tenderer(s) will require ESCs and/or CSCs.</i> Additional requirements apply where Tenderer Personnel) are determined to be Immigration and Border Protection workers in accordance with the <i>Australian Border Force Act 2015</i> (Cth). Clause 37 of the RFT Terms and Conditions sets out this requirement in further detail.

PART 2 – TERMS AND CONDITIONS

1. Definitions

- 1.1. In this RFT, unless the contrary intention is expressed, the definitions set out in **Attachment F (Glossary)** apply.
- 1.2. Additional definitions may appear throughout this RFT.

2. Interpretation

- 2.1. In this RFT, except where the contrary intention is expressed:
- (a) a reference to time, unless specified otherwise, is to the local time in Canberra, the Australian Capital Territory;
 - (b) words importing a gender include any other gender;
 - (c) words in the singular number include the plural and words in the plural number include the singular;
 - (d) a reference to \$AUD, AUD, A\$, \$A or \$ is to Australian currency;
 - (e) section headings are inserted for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
 - (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority, agency or other entity;
 - (g) another grammatical form of a defined word or expression has a corresponding meaning;
 - (h) a reference within the Terms and Conditions to a clause or paragraph number is a reference to that clause or paragraph of the Terms and Conditions;
 - (i) a reference to a part, attachment, schedule or annexure is to a part of, or attachment, schedule or annexure to this RFT;
 - (j) a reference to an item number is a reference to that item in the RFT Details;
 - (k) a reference to a policy, statute, ordinance, code or other law includes regulations and other instruments under it, and consolidations, amendments, re-enactments or replacements of any of them;
 - (l) the meaning of general words is not limited by specific examples introduced by including, 'for example' or similar expressions, and words such as 'including' are not words of limitation; and
 - (m) unless defined differently in **clause 1.1**, terms used in this RFT have the meaning given in the Draft Contract.

- 2.2. Where this RFT specifies:
- (a) that the Department “may” do something, the Department has sole and absolute discretion about whether or not to do that thing;
 - (b) a Tenderer “should” do something, the Tenderer has sole and absolute discretion about whether or not to do that thing but a failure to do so may affect:
 - (i) the Tenderer’s ability to respond, or to respond properly, to this RFT; or
 - (ii) the evaluation of the Tender; and
 - (c) a Tenderer “must” do something and the Tenderer fails to do that thing the Department may exclude that Tenderer’s Tender from further consideration.
- 2.3. To the extent of any inconsistency between any parts of the information in this RFT, the information is to be interpreted in the following order of priority (with the first listed having the highest priority and the last listed having the lowest priority):
- (a) the Terms and Conditions in Part 2 of this RFT;
 - (b) the RFT Details in Part 1 of this RFT;
 - (c) **Attachment F** to this RFT;
 - (d) **Attachment A** to this RFT;
 - (e) **Attachment C** to this RFT;
 - (f) **Attachment B** to this RFT;
 - (g) **Attachment D** to this RFT; and
 - (h) any other document forming part of this RFT.

3. Tender Closing Time

- 3.1. Tenders must be lodged on AusTender before the Closing Time electronically via AusTender in accordance with the lodgement procedures set out in this RFT and on AusTender. Failure to comply with any or all of these requirements will result in the Tender not being received successfully and/or the Department will exclude the Tenderer from further consideration.
- 3.2. The time displayed on AusTender is deemed to be the correct time and will be the means by which the Department will determine that Tenders have been lodged by the Closing Time.
- 3.3. AusTender will not permit any attempt to commence lodging a Tender after the Closing Time. This applies even if the “Lodge a response” page on AusTender for this RFT is held open on a Tenderer.
- 3.4. AusTender will permit a Tender file that has commenced uploading to AusTender before the Closing Time to continue uploading after the Closing Time. If that file uploads

successfully, that is if an official receipt is issued by AusTender, it will be deemed to have been lodged prior to the Closing Time.

- 3.5. Notwithstanding **clause 3.2**, the judgment of the Department as to the time a Tender has been lodged is final.
- 3.6. The Department may extend the Closing Time for all Tenderers, at its sole and absolute discretion. If it does so, the Department must issue an addendum notifying Registered Tenderers of the extension in accordance with **clause 13**. Any extension to the Closing Time must be consistent with the minimum time limits specified in Division 2 of the CPRs, where applicable.
- 3.7. In accordance with the Department's requirements for accountability and transparency in procurement activities, where applicable, the Department must comply with the requirements in Division 1 of the CPRs.

4. Tender Lodgement

Requirement to use AusTender

- 4.1. Tenders in response to this RFT must be lodged electronically using the Electronic Tender Box on the AusTender website, in accordance with the Tender lodgement procedures set out in this RFT and on AusTender.
- 4.2. Tenders lodged by any other means, including by hand, facsimile or email, will not be considered.

AusTender

- 4.3. AusTender is the online tendering system for Australian Government Departments and agencies at <https://www.tenders.gov.au>. AusTender allows Tenderers to download Tender documentation and upload Tender Responses. Tenderers are required to first register with AusTender and provide their contact details.
- 4.4. Access to and use of AusTender is subject to the terms and conditions set out on AusTender. Tenderers agree to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender.
- 4.5. Where there is any inconsistency between the tender lodgement procedures set out on AusTender and those set out in this RFT, the tender lodgement procedures set out in this RFT will prevail to the extent of the inconsistency.
- 4.6. It is the responsibility of Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. The Department takes no responsibility for any problems arising from Tenderers' infrastructure and/or internet connectivity.
- 4.7. Tenderers are required to inform themselves concerning all security measures and other aspects of the AusTender technical environment. Tenderers should make their own assessment of the AusTender system prior to using it for any matter related to this RFT. The Department accepts no responsibility arising in respect of any use or attempted use of AusTender by any party.

- 4.8. All queries and requests for technical or operational support in respect of AusTender are to be directed to:

AusTender Help Desk

Telephone: 1300 651 698

International: +61 2 6215 1558

Online query form: <https://www.tenders.gov.au/contactus/show>

Email: Tenders@finance.gov.au

- 4.9. The AusTender Help Desk is available between 9am and 5pm, Monday to Friday (local time in Canberra, ACT), excluding ACT and Australian national public holidays, unless otherwise advised.

Tender File Formats, Naming Conventions and Sizes

- 4.10. Tenderers are required to lodge their Tender in accordance with the requirements for file format/s, naming conventions and file sizes as set out in this **clause 4** and as otherwise required by the AusTender Terms of Use at <https://www.tenders.gov.au/infolinks/termsfuse>.

- 4.11. Failure to comply with any or all of these requirements will result in:

- (a) the Tender not uploading properly before the Closing Time;
- (b) the Tender not being successfully lodged before the Closing Time; or
- (c) the Department being unable to open, read or decrypt the Tender or part of the Tender, in which case the Department will exclude the tender or part of the Tender from further consideration.

- 4.12. Tenderers must familiarise themselves and be compliant with AusTender's requirements, including for lodgement of documents. The Department will not adopt terms that are inconsistent with AusTender's requirements.

- 4.13. Tenders should be lodged in one or more of Microsoft Word, Microsoft Excel, Portable Document Format (PDF) or other format specified in **Attachment B** (Tender Response Form) or as otherwise approved by the Contact Officer. Responses should be submitted in Arial, font size 10, or equivalent.

- 4.14. The Department may not take into consideration any generic marketing material included in a Tender.

- 4.15. Tenders should comply with any page limit for Tenders or any part of Tenders, set out in the RFT Details. If a page limit is specified in RFT Details, and the Tender or relevant part of the Tender exceeds that page limit, the Department is not required to consider that part of the Tender which exceeds the page limit.

- 4.16. The Tender file name/s need to:

- (a) incorporate the Tenderer's name;
- (b) reflect the various parts of the Tender they represent, where the Tender

comprises multiple files;

- (c) not contain any of the following characters: \ / : * ? " < > | (Tenderers should note that AusTender will not allow files with names containing these characters to be uploaded); and
- (d) not exceed 100 characters, including the file extension (Tenderers should note that AusTender will not allow files with names exceeding this number of characters to be uploaded).

4.17. Tender files must:

- (a) not exceed a combined file size of fifty (50) megabytes per upload;
- (b) not be encrypted in any way;
- (c) be uploaded from a high level directory on a Tenderer's desktop, so as not to impede the upload process;
- (d) not be selected from a secure or password protected location, or from portable media such as CD, DVD or USB; and
- (e) be zipped (compressed) together for transmission to AusTender (Tenderers should contact the Contact Officer if they wish to use compression software other than 'WinZIP' compression software, and may only do so if approved by the Contact Officer in advance in writing).

4.18. 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 fifty (50) megabytes. If an upload would otherwise exceed fifty (50) megabytes, the Tenderer should either:

- (a) transmit the Tender files as a compressed (zip) file not exceeding fifty (50) megabytes; or
- (b) lodge the Tender in multiple uploads ensuring that each upload does not exceed fifty (50) megabytes and clearly identify each upload as part of the Tender.

4.19. 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.

4.20. Tenders must be completely self-contained, with no hyperlinks or other material incorporated by reference.

Scanned or imaged material, including the Tenderer's declarations

4.21. Scanned images of signed and/or initialled pages within the Tender, including deeds of undertaking, statutory declaration, "Declaration of Compliance" and deeds of confidentiality where they are required, are permitted so long as the total file size does not exceed the fifty (50) megabyte limit. The use of scanned or imaged material, where it expands the Tender file size beyond the fifty (50) megabyte limit per upload, is prohibited.

4.22. The use of scanned material within the Tender must not breach copyright or any other

intellectual property rights held by another entity.

- 4.23. After the Closing Time, the Department may require that the Tenderer courier or post the original signed and initialled pages of their Tender to the Department, at the Tenderer's cost, such as detailed plans. Receipt of these documents, including time and date, will be provided to the Tenderer by the Contact Officer. The Department will not take into consideration and/or review documents provided in addition to those requested in accordance with this clause.

Lodgement process

- 4.24. Before submitting a Tender, Tenderers are required to:
- (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 useability or the security or operations of AusTender or the Department computing environment;
 - (d) ensure that the Tender does not contain links in spreadsheets or documents to other spreadsheets or documents not included in the Tender;
 - (e) 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 the Department; and
 - (f) ensure that the Tender complies with all file type, format, naming conventions, size limitations or other requirements specified in this RFT or otherwise advised by the Department or required by AusTender.
- 4.25. Tenderers should allow sufficient time to complete the tender lodgement process, including time that may be required for any dispute resolution process, prior to the Closing Time.
- 4.26. Tenderers should be aware that holding the "Lodge a Response" page in the web browser will not hold the Electronic Tender Box open beyond the Closing Time. An error message must be issued if the lodgement process is attempted after the Closing Time.
- 4.27. Tenders lodged through AusTender will be deemed to be authorised by the Tenderer.
- 4.28. If Tenderers have any problem in accessing the AusTender website or uploading a Tender they must contact the AusTender Help Desk in **clause 4.8** prior to the Closing Time. Failure to lodge a Tender prior to Closing Time will exclude a Tender from consideration.

Proof of lodgement

- 4.29. When a Tender lodgement has successfully completed, 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. Tenderers should save and print this receipt as proof of lodgement. A separate email

confirming receipt of the Tender will also be automatically dispatched to the email address of the registered user whose details were recorded at login.

- 4.30. Failure to receive a receipt means that lodgement has not been completed successfully. Where AusTender has issued no receipt, the attempted lodgement will be deemed to have been unsuccessful. Tenderers should refer to **clauses 4.24 and 4.28** and recomplete the tender lodgement process until Tender lodgement is successfully completed.

AusTender security

- 4.31. Tenderers agree 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.
- 4.32. The Tenderer warrants that, when it lodges its Tender electronically, it has taken reasonable steps to ensure that all Tender files are free of viruses, malicious code, worms, other disabling features or anything else that might compromise the integrity or security of AusTender or the Department's computing environment.
- 4.33. The Department may exclude from evaluation any Tender file which it reasonably considers breaches **clause 4.32**.
- 4.34. Tenderers agree that:
- (a) Tenderers are responsible for informing themselves about all security measures and other aspects of the AusTender information and Communications Technology environment and making their own assessment of the AusTender system before using it for any matter concerning this RFT;
 - (b) Tenderers are responsible for ensuring that their infrastructure (including operating system and browser revision levels) meet the minimum standards as defined in AusTender;
 - (c) the Department takes no responsibility for any problems arising from the Tenderer's infrastructure or internet connectivity; and
 - (d) the Department will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person arising in respect of any use or attempted use of AusTender, including if, for any reason, a Tender or any other material or communication relevant to this RFT, 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.

Late Tenders, Incomplete Tenders and Corrupted Files

- 4.35. Lodgement of Tenders before the Closing Time is entirely at the Tenderer's responsibility.
- 4.36. Late Tenders will not be accepted by the Department unless the delay in lodging the Tender before the Closing Time is solely as a consequence of mishandling by the Department.
- 4.37. Tenderers should be aware that AusTender will not permit any attempt to commence

lodging a Tender, or any discrete component of a Tender, after the Closing Time. Such a Tender will be deemed to be a Late Tender.

- 4.38. Where electronic submission of a Tender has commenced prior to the Closing Time but concluded after the Closing Time, and upload of the Tender file/s has been completed successfully, as confirmed by AusTender system logs, the Tender will not be deemed to be a Late Tender. Such Tenders will be identified by AusTender to the Department as having commenced transmission prior to, but completed lodgement after, Closing Time.
- 4.39. Where a Tender lodgement consists of multiple uploads, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the Closing Time and **clause 4.38** will only apply to the final upload commenced before the Closing Time.
- 4.40. Tenders that are incomplete due to a failure to upload all files by the Closing Time, Tenders with electronic files that cannot be read or decrypted, Tenders which the Department believes to potentially contain any virus, malicious code, worms, other disabling features or anything else that might compromise the integrity or security of AusTender and/or Department computing environment, may be excluded from consideration by the Department.

5. Department's Contact Officer and Enquiries about the RFT

Contact Officer

- 5.1. All enquiries in relation to this RFT are to be:
- (a) in writing by email;
 - (b) directed to, and only to, the Contact Officer; and
 - (c) received by the Contact Officer before 2.00 pm on 5 June 2024 (local time in Canberra, Australian Capital Territory).
- 5.2. The Department may, at its sole and absolute discretion, refuse to respond to any enquiry not made in accordance with **clause 5.1**.
- 5.3. Any enquiry submitted by a Tenderer is submitted on the basis that the Department may issue an addendum to all Tenderers, setting out the enquiry and the Department's response, on a non-attributable basis.
- 5.4. Tenderers should promptly make an enquiry to the Contact Officer about any actual or possible discrepancy, error, ambiguity, inconsistency, omission or potentially misleading statement in this RFT or in any other information given or made available by the Department as part of the RFT process. The Department may issue an addendum to correct or clarify an error in accordance with **clause 13**.

6. Tender Validity Period

- 6.1. Tenderers agree that their Tender remains valid for acceptance by the Department at a minimum, for the Tender Validity Period.
- 6.2. Tenderers may request an extension to the Tender Validity Period by notice to the

Department, in writing to the Contact Officer.

- 6.3. The Department may extend the Tender Validity Period at any time, including when this RFT process is suspended under the GPJR Act.

7. Intended Timeframe for the RFT Process

- 7.1. If the Department communicates a timetable for the RFT Process (except for the Closing Time), the timetable is indicative only, and the Department may change the intended timetable in its absolute discretion at any time and without issuing any addendum, and without giving any notice to Tenderers (other than notice of any changes with which they must comply).

8. Conditions for Participation, and Minimum Content and Format Requirements for Tenders

Conditions for Participation

- 8.1. The Conditions for Participation are set out in 'Conditions for Participation', Part 1 RFT Details.
- 8.2. Any Tenderer who fails to meet any of the Conditions for Participation set out in the RFT Details will be excluded from consideration.
- 8.3. The Department may at any time during the Evaluation Process determine that a Tenderer does not meet one or more of the Conditions of Participation.

Minimum Content and Format Requirements

- 8.4. A Tenderer must meet each of the Minimum Content and Format Requirements set out in 'Minimum Content and Format Requirements', Part 1 RFT Details.
- 8.5. Subject to **clause 16**, any Tenderer who fails to meet any of the Conditions for Participation or the Minimum Content and Format Requirements set out in the RFT Details will be excluded from consideration.
- 8.6. The Department may at any time during the Evaluation Process determine that a Tenderer does not meet one or more Minimum Content and Format Requirements.

Format of Tenders

- 8.7. Tenders should include the information or other material required by **Attachment B** and **Attachment C**, including:
- (a) the Tender cover sheet in Part 2 of **Attachment B**;
 - (b) the Deed of Undertaking in Part 3 of **Attachment B**;
 - (c) the Statutory Declaration in Part 3 of **Attachment B**;
 - (d) the Tender Response Tables in Part 4 of **Attachment B**; and
 - (e) the Pricing Schedule in Section 2 of **Attachment C**.
- 8.8. **Clause 8.7** does not limit or add to the Minimum Content and Format Requirements.

9. Part Tenders

- 9.1. Unless otherwise indicated in the RFT Details, each Tenderer must offer:
- (a) the Requirement under Service Category 1 [Returns Assistance], or
 - (b) the Requirement under Service Category 2 [Reintegration Assistance], or
 - (c) the Requirement under both Service Category 1 [Returns Assistance] and Service Category 2 [Reintegration Assistance].
- 9.2. The Department may exclude from further consideration any Tender which offers only part of the Requirement for the Service Category tendered for. **Attachment A** sets out the Requirement for Service Category 1 [Returns Assistance] and Service Category 2 [Reintegration Assistance] respectively.
- 9.3. The Department may select a single Tenderer for all of the Requirement, or a Tenderer for one or more parts of the Requirement as set out in **Attachment A**.

10. No Consortia or Joint Tenders; Subcontracting Arrangements

- 10.1. A Tender is required to be submitted by a single legal entity that exists at the Closing Time and which proposes to contract with the Department for provision of the Requirement. The Department will not accept Tenders from a consortium or joint tenderers.
- 10.2. The Draft Contract requires that the Tenderer(s) not subcontract the whole of its obligations under the contract but Tenderer(s) may, with the prior consent of the Department, subcontract part of the Requirement.
- 10.3. The successful Tenderer(s) must:
- (a) agree to the public disclosure of the names of any subcontractors engaged to perform any of the Requirement; and
 - (b) inform relevant subcontractors that their participation in fulfilling any of the Requirement may be publicly disclosed.
- 10.4. The successful Tenderer(s) must ensure that its subcontractors, when undertaking any part of the Requirement, are aware of their obligations to comply with the same Terms and Conditions of Contract as that imposed on the successful Tenderer, including, where applicable, consideration of their own employees, subcontractors and their employees, consultants and/or any person who may be contracted to a contractor or service provider.

11. Alternative Tenders

- 11.1. Unless indicated otherwise in the RFT Details, Tenderers are not permitted to propose alternative approaches or solutions that do not comply with the Requirement set out in **Attachment A**.

12. Statement of Compliance

- 12.1. Tenderers should complete and submit as part of their Tender statements of compliance with respect to the Statement of Requirement and Draft Contract substantially in the form of the relevant Statements of Compliance in **Attachment B**. Tenderers should use the responses defined in the relevant Statement of Compliance in **Attachment B**.
- 12.2. Tenderers should not seek to resile from:
- (a) clauses that they have stated they comply with; or
 - (b) any statement or representation made in their Tender.
- 12.3. Without limiting its other rights under this RFT, if in the Department's view, during negotiations:
- (a) a Tenderer has resiled from any part of its Tender or offered a reduced position to the Department in any respect; or
 - (b) a Tenderer retracts, or attempts to retract, agreements under which material business, financial, technical and legal issues were resolved during negotiations,
 - (c) the Department may reject the Tender, discontinue negotiations with the Tenderer, re-enter negotiations with other Tenderers (including or excluding that Tenderer), and exercise any other right the Department has under this RFT, at law or otherwise.
- 12.4. The Department is under no obligation to negotiate in relation to any provision of this RFT or the Draft Contract if a Tenderer's Statement of Compliance concerning the provision contains a response of 'complies' or they are deemed to comply in accordance with the provisions of this RFT.

13. Varying this RFT

- 13.1. The Department may vary, supplement or clarify this RFT at any time, by issuing an addendum.
- 13.2. For addenda issued prior to the Closing Time:
- (a) the Department may issue an addendum by posting it on the page for this RFT on AusTender;
 - (b) AusTender will notify Registered Tenderers by email of the issue of an addendum. Tenderers should:
 - (i) ensure they have correctly recorded their contact details before downloading the RFT documentation;
 - (ii) if they have not recorded their details correctly, amend their details and download this RFT again; and
 - (iii) if they have obtained RFT documentation other than from AusTender, visit AusTender, register as a user and download the RFT; and

- (c) Tenderers should log onto AusTender and collect addenda. The Department will have no responsibility if a Tenderer fails to become aware of any addendum that would have been apparent from a visit to the AusTender page for this RFT.

13.3. For addenda issued after the Closing Time:

- (a) the Department may issue an addendum by:
 - (i) sending a copy of the addendum to the email address provided by AusTender to the Department for each Registered Tenderer; or
 - (ii) if the Department considers that it is fair and equitable to do so, by sending a copy of the addendum only to the email addresses of the Tenderers that are set out in their Tenders; and
- (b) the Department will not have any responsibility if a Registered Tenderer or a Tenderer fails to become aware of any addenda because the email address they have provided is incorrect or unmonitored, or because the email sent by the Department is not delivered because of issues or problems with the infrastructure or internet connectivity of the Registered Tenderer's or Tenderer's information and communications technology systems.

13.4. Each addendum forms part of this RFT upon issue.

13.5. Tenderers will have no claim against the Department or any Department Personnel for any failure to inform a Tenderer of an amendment to this RFT, or any failure to seek amended Tenders, or any other matter arising in connection with an amendment to this RFT.

13.6. The Tenderer must comply with all Special Conditions, if any, set out in the RFT Details.

14. Issue by the Department of Requests for Clarification

14.1. If the Department requires clarification of information contained in a Tender, it may request clarification from the Tenderer in writing. The Department will not accept information provided in response to a request for clarification if that information alters the original Tender in any material respect. If the Tenderer fails to supply clarification to the satisfaction of the Department, the Department may exclude the Tender from further consideration.

14.2. Tenderers should:

- (a) respond to any request for clarification within the time period and in the format specified by the Department;
- (b) ensure that clarifying information provided answers the Department's enquiry and is fully consistent with the Tender submitted by the Tenderer; and
- (c) not seek to materially alter any aspect of their Tender by providing additional information to the Department.

14.3. The Department may require a Tenderer to submit similar information to that required by

this RFT in respect of any proposed subcontractors if that information was not already required to be included in the Tender by this RFT.

- 14.4. A Tenderer should not interpret a request to clarify the Tender as being an indication that its organisation will or will not be the preferred Tenderer. The Tenderer should treat all communications with the Department which relate to this RFT as strictly confidential and not disclose the details of any contacts to any third parties. A Tenderer's failure to observe confidentiality may result in the exclusion of their Tender from further consideration.

15. Corrections by a Tenderer After Lodgement

- 15.1. If, after lodgement of a Tender but before the Closing Time, a Tenderer becomes aware of any discrepancy, error or omission in the Tender and wishes to lodge a correction or additional information, it must resubmit its whole Tender in accordance with this RFT, clearly stating that the Tender is a replacement Tender. If more than one Tender has been submitted, the Department will evaluate the last submitted Tender.
- 15.2. If a Tenderer becomes aware of any discrepancy, error or omission in its Tender after the Closing Time, it may notify the Contact Officer in writing of the correction(s). The Department is not under any obligation to consider any corrections or additional information provided after the Closing Time but may do so if it considers that it will not result in material addition or alteration.

16. Unintentional Errors of Form

- 16.1. An unintentional error of form is an error that the Department is satisfied:
- (a) represents incomplete or incorrect information that is not consistent with the Tenderer's intentions and, if relevant, capabilities at the time the Tender was lodged; and
 - (b) does not materially affect the competitiveness of the Tender.
- 16.2. If the Department considers that there is an unintentional error of form in a Tender, the Department may request the Tenderer to correct or clarify the error but will not permit any material alteration or addition to the Tender.

17. Presentations, Interviews and Site Visits

- 17.1. The Department may, at its sole discretion, require Tenderers to give a presentation regarding their Tender, attend an interview or host a site visit to the Tenderers' premises (or other premises where the Requirement will be provided). Such requirements will be at the Department's sole discretion. The Department may give the Tenderers details of any requirements for presentations, interviews or site visits and Tenderers should comply with those requirements.
- 17.2. Any costs incurred by the Tenderer in relation to any presentations, interviews or site visits will be borne by the Tenderer.

18. The Tender Evaluation Criteria and Process

- 18.1. An Evaluation Team will conduct the evaluation of Tenders in accordance with the Tender Evaluation Process set out in **Attachment D**.
- 18.2. Tenders are to be evaluated on the basis of overall best value for money consistent with the CPRs and other Commonwealth purchasing policies using the Evaluation Criteria specified in **Attachment D**.
- 18.3. When evaluating the Tenders, the Department may, in accordance with the CPRs:
- (a) use any material provided in response to one Tender Evaluation Criterion in the evaluation of other Tender Evaluation Criteria;
 - (b) seek clarification or information from any Tenderer, whether or not similar information has been sought from other Tenderers;
 - (c) make independent enquiries about any matters that may be relevant to the evaluation including security, financial and probity checks in relation to the Tenderer, its subcontractors and any related entities or their Personnel (and a Tender may be excluded from consideration if the Tenderer does not provide, at its cost, all reasonable assistance to the Department in this regard);
 - (d) obtain information regarding the capacity and capability of a Tenderer from referees nominated by the Tenderer or any other person contacted by the Department;
 - (e) normalise Tender pricing in order to establish a common base for comparative assessment of Tenders, including in relation to:
 - (i) consideration of nominal and discounted cash flow;
 - (ii) cost associated with transitioning; and
 - (iii) any assumptions, qualifications or caveats attached to the Tender prices; and
 - (f) which may involve:
 - (i) use of pricing tools which allow sensitivity analysis and/or scenario testing; and/or
 - (ii) use of price comparator tools to assist in evaluating the proposed price; and
 - (g) use any relevant information obtained in respect of a Tenderer either through this RFT process or by independent enquiry.

19. No Contract; Disclaimer; Acceptance of Tenderer's Offer

- 19.1. This RFT is an invitation to treat and is not to be taken as an offer to enter into a contract, or any other type of arrangement, legal and/or otherwise, with the Department. This RFT does not include any tax, legal, commercial or investment advice.

- 19.2. Lodging a Tender constitutes an offer in accordance with this RFT by the Tenderer.
- 19.3. The Department may accept the whole or any part of the Tenderer's offer. Neither the lowest priced Tender, nor any Tender, may necessarily be accepted by the Department.
- 19.4. Despite the evaluation of Tenders resulting in the selection of a preferred Tenderer, the acceptance or purported acceptance of any Tender by the Department is subject to the execution of a contract in a form acceptable to the Department, between the preferred Tenderer and the Department.
- 19.5. The issue of this RFT (and/or the lodgement of any Tender) does not create any legal relationship or obligation (or quasi-legal relationship or obligation) in respect of:
- (a) the process to be followed (including in relation to evaluation and assessment of any Tender); or
 - (b) entering into a contractual arrangement with the Tenderer.
- 19.6. Despite **clause 19.5**, if a court finds there to be a contract between the Department and a Tenderer regarding the conduct of this RFT process, the Tenderer agrees that the Department's liability for negligence, breach of statute, and any breach of the terms of such a contract is limited to the Tenderer's costs of participation in the RFT process. For the avoidance of doubt, the Department is not liable for any lost profit, lost opportunity or other losses of the Tenderer.

20. Outcome of the RFT Process

- 20.1. Subject to this RFT, the Department's intention is to enter into an agreement with the successful Tenderer(s) substantially in the form of the Draft Contract in **Attachment E** for the provision of the Requirement.

21. Debriefing

- 21.1. Tenderers will be notified of the outcome of this RFT in writing and offered an opportunity for a debriefing following finalisation of any resulting Contract with the successful Tenderer(s) (if any). If a Tenderer would like a debriefing, it should contact the Contact Officer to arrange a suitable time.
- 21.2. Tenderers will be debriefed against the Evaluation Criteria. In accordance with Commonwealth policy, a Tenderer will not be provided with information concerning other Tenders or Tenderers, except for publicly available information and except in so far as comparative statements can be made without breaching confidentiality.

22. Intellectual Property Rights in Tenders

- 22.1. The Department owns all documents provided to the Department by the Tenderer in connection with the RFT process.
- 22.2. All Intellectual Property Rights in this RFT vest in the Commonwealth as represented by the Department.
- 22.3. Ownership of Intellectual Property Rights including Moral Rights in material comprising

the Tender and any other material provided to the Department by the Tenderer in connection with the RFT process is not transferred to the Commonwealth, unless otherwise agreed to by the Parties.

- 22.4. The Tenderer provides to the Department an irrevocable, perpetual, worldwide, fully paid up, non-transferable licence to exercise all Intellectual Property Rights in that material and to sub-licence others to do so, for the purposes of:
- (a) evaluating the Tender (including any subsequent offer);
 - (b) negotiating or managing any resultant Contract with the Tenderer;
 - (c) complying with any law or legal requirement, or engaging in any legal processes;
 - (d) referring any material suggesting the possibility of collusion, a misuse of market power, or anti-competitive or unconscionable conduct, by any or all Tenderers, to any appropriate body, including the Australian Competition and Consumer Commission (ACCC), through the lodgement of an online enquiry, see: <https://www.accc.gov.au/contact-us/contact-the-accc/make-an-enquiry>;
 - (e) allowing the use by the ACCC or any other body of the material provided by the Department under **clause 22.4(d)**;
 - (f) providing information to another person in the situations specified in **clause 23.4** (Confidentiality); and
 - (g) undertaking anything else related to the above purposes, or otherwise to the RFT process, including audit and complying with governmental and Parliamentary reporting requests and requirements.

23. Confidentiality

General

- 23.1. Tenderers agree that the Department is subject to a number of specific requirements, which support internal and external scrutiny of its tendering and contracting processes, including:
- (a) the requirement to publish details of its contracts, including details of sub-contracts to the value of \$10,000 (GST inclusive) or more, and all standing offers on AusTender, within forty-two (42) days of entering into, or amending, the agreement or standing offer;
 - (b) the requirement to publish a list of agreements valued at \$100,000 (GST inclusive) or more, which have not been fully performed or which have been entered into during the previous 12 months, on the internet with access through the Department's home page, and identify confidentiality requirements in accordance with the Senate Order on Department and Entity Contracts;
 - (c) disclosure requirements under the *Freedom of Information Act 1982* (Cth);
 - (d) disclosure requirements under the *Auditor General Act 1997* (Cth);

- (e) compliance with the requirements of the *Privacy Act 1988* (Cth) and Australian Privacy Principles;
- (f) compliance with record keeping policies, standards and guidelines including record keeping obligations under the *Archives Act 1983* (Cth);
- (g) compliance with other legislation (including, but not limited to, the *Criminal Code Act 1995* (Cth) relating to the protection of prescribed official information); and
- (h) the obligation to investigate and report on any complaints received under the GPJR Act.

Disclosure to Parliament and its Committees

- 23.2. Tenderers agree that the Federal Parliament and its Committees have the power to require the disclosure of Commonwealth agreements and contract information to enable them to carry out their functions.

Department's confidentiality obligations

- 23.3. Subject to **clause 23.4**, the Department undertakes to keep confidential any Confidential Information provided to the Department by Tenderers prior to the entering into of any contractual arrangements and, in respect of unsuccessful Tenderers, after the execution of such arrangements.

Limitation of obligation of confidentiality

- 23.4. The obligation of confidentiality in **clause 23.3** does not apply if the Confidential Information:
- (a) is disclosed by the Department to its advisers or Personnel, including its contractors, consultants or employees in order to evaluate the Tender, provide advice during the RFT process, or for the purposes of contract negotiations;
 - (b) is disclosed by the Department to external third parties in order to conduct this RFT process or prepare and manage any resultant contract;
 - (c) is disclosed by the Department to its advisers or Personnel, including its contractors, consultants or employees, to enable management or auditing of tendering and contract related activities;
 - (d) is disclosed by the Department to the responsible Minister or the Parliamentary Secretary or Cabinet;
 - (e) is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth, the Australian National Audit Office, or the Commonwealth Ombudsman;
 - (f) is shared by the Department within the Commonwealth's organisation, or with another Commonwealth Entity, if this serves the Commonwealth's legitimate interests;
 - (g) is disclosed by the Department for AusTender reporting or annual Department reporting processes;

- (h) is authorised or required by law to be disclosed;
- (i) is disclosed by the Department to defend any claim or legal proceedings in relation to the RFT process or a resultant Contract;
- (j) is disclosed by the Department to investigate or manage a complaint made in connection with this RFT process;
- (k) is in the public domain other than due to a breach of **clause 23.3**;
- (l) is disclosed by the Department to its Personnel or to external third parties for the purposes of investigating (including preparing a report following an investigation), or responding to any complaint, including any complaint made in accordance with the GPJR Act;
- (m) suggests collusion and is disclosed to the ACCC to review or investigate the information in question; or
- (n) is disclosed with the consent of the Tenderer, whether or not that consent is provided in writing.

23.5. The Department may provide any information supplied by a Tenderer in its Tender or as part of this RFT process to any other Commonwealth Entity to assist that entity determine if it wishes to take advantage of the Tenderer's offer to provide the Requirement to that entity. The provisions of this **clause 23** will apply in respect of the relevant Commonwealth Entity as if references to the Department were references to that entity.

Preservation of confidentiality

23.6. Once the RFT process has been finalised, the Department will not keep information provided by the successful Tenderer(s) confidential unless it, in its absolute discretion, considers it appropriate to do so having regard to the matters covered by the Commonwealth's guidance on *Confidentiality throughout the Procurement Cycle*. This includes the requirements in CPRs Division 1, being that the need to maintain confidentiality of information is to be balanced with public accountability and transparency requirements.

23.7. Tenderers should specify in their Tender the information (if any) they wish to have treated as confidential following the award of any resulting Contract, and give reasons why it is necessary to keep the information confidential. In doing so, Tenderers should address each of the four criteria specified in the Commonwealth's guidance on *Confidentiality throughout the Procurement Cycle* (referred to in **clause 23.6**).

23.8. If the Tenderer(s) are successful, the Department will consider any request made in accordance with **clause 23.7** and will inform the successful Tenderer(s) whether or not the Department agrees to the request and the terms under which it agrees.

24. Conflict of Interest

24.1. A Tenderer must immediately notify the Department if the Tenderer becomes aware of an actual, potential or perceived conflict of interest at any time before the completion of the RFT process which is not fully disclosed in its Tender.

- 24.2. If a Tenderer has or may have an actual, potential or perceived conflict of interest, the Department may at its discretion:
- (a) enter into discussions with the Tenderer to obtain more information regarding the actual, potential or perceived conflict of interest, in order to seek to resolve or manage the conflict of interest;
 - (b) impose conditions on the Tenderer for the management of the actual, potential or perceived conflict of interest; or
 - (c) take any other action which it considers appropriate in the circumstances.
- 24.3. An actual, potential or perceived conflict of interest means any matter, circumstance, interest, or activity affecting the Tenderer or its Personnel which may or may appear to impair the ability of the Tenderer to perform the contract diligently and independently. This may be because of an interest held by the Tenderer or its Personnel, or a duty of the Tenderer or its Personnel to another person.
- 24.4. If a Tenderer is unable, unwilling or otherwise fails to:
- (a) notify the Department of an actual, potential or perceived conflict of interest;
 - (b) enter into discussions with the Department under **clause 24.2(a)**;
 - (c) comply with the conditions imposed under **clause 24.2(b)** if any; or
 - (d) manage the actual or potential conflict of interest in a manner satisfactory to the Department,

the Department may exclude the Tenderer from further consideration in relation to the Tender, (including the immediate termination of Contract negotiations with the Tenderer).

25. Compliance with Commonwealth legislation and policies

- 25.1. The successful Tenderer, including its subcontractors, must comply with all applicable laws and policies and, in particular, the:
- (a) *Criminal Code Act 1995* (Cth);
 - (b) *Crimes Act 1914* (Cth);
 - (c) *Racial Discrimination Act 1975* (Cth);
 - (d) *Sex Discrimination Act 1984* (Cth);
 - (e) *Disability Discrimination Act 1992* (Cth);
 - (f) *Age Discrimination Act 2004* (Cth);
 - (g) *Fair Work Act 2009* (Cth);
 - (h) *Competition and Consumer Act 2010* (Cth);
 - (i) *Safety, Rehabilitation and Compensation Act 1988* (Cth);

- (j) *Auditor-General Act 1997* (Cth);
- (k) *Work Health and Safety Act 2011* (Cth);
- (l) *Modern Slavery Act 2018* (Cth)
- (m) *Environmental Protection and Biodiversity Conservation Act 1999* (Cth);
- (n) *Public governance, Performance and Accountability Act 2013* (Cth);
- (o) *Public Service Act 1999* (Cth);
- (p) *Immigration (Guardianship of Children) Act 1946* (Cth);
- (q) *Copyright Act 1968* (Cth);
- (r) *Australian Human Rights Commission Act 1986* (Cth);
- (s) *Privacy Act 1988* (Cth);
- (t) Part 4 of the *Charter of the United Nations Act 1945* (Cth);
- (u) *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth);
and
- (v) *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth).
- (w) any applicable requirements for licenses / permits for the exercise of a profession or trade necessary to perform the Services; and
- (x) relevant criminal and child protection legislation.

25.2. Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of relevant legislation and Government policies.

The Australian National Audit Office

25.3. The attention of Tenderers is drawn to the *Auditor-General Act 1997* (Cth), which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.

25.4. Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997* (Cth) on its participation in this RFT process.

25.5. In addition to the Auditor-General's powers under the *Auditor-General Act 1997* (Cth), the Draft Contract contains a right of access by the Auditor-General, or an authorised person, to information, documents, records and the Department's assets, including those on the Tenderer's premises, at reasonable times on reasonable notice for the purposes of carrying out the Auditor-General's functions. This right of access is restricted to information and assets which are related to the Draft Contract. Such access applies for the term of the Draft Contract and for seven (7) years after its termination or expiry.

Privacy Legislation

25.6. The *Privacy Act 1988* (Cth) establishes a national scheme providing for the appropriate collection, storage, use, correction, disclosure and disposal of Personal Information.

25.7. Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Privacy Act 1988* (Cth) on their participation in this RFT process.

25.8. The Draft Contract requires the Contractor to comply with the *Privacy Act 1988* (Cth).

Freedom of Information

25.9. The attention of Tenderers is drawn to the *Freedom of Information Act 1982* (Cth) (**FOI Act**) which gives members of the public rights of access to documents in the possession of the Commonwealth and agencies, which may include any Tender and contract resulting from this RFT process.

25.10. The FOI Act extends as far as possible the right of the community to access documents in the possession of the Commonwealth, limited only by exceptions and exemptions necessary for the protection of essential public interests and the private and business affairs of persons in respect of whom information is collected and held by departments, agencies and public authorities.

25.11. Each Tenderer should obtain, and will be deemed to have obtained, its own advice on the impact of the FOI Act and related legislation on its participation in this RFT process and any subsequent contractual arrangement.

Workplace Gender Equality

25.12. Commonwealth policy prevents the Department from entering into contracts with suppliers who are non-compliant with the *Workplace Gender Equality Act 2012* (Cth) (**the WGE Act**), if the Tenderer is a “relevant employer” for the purposes of the WGE Act. The Draft Contract requires that, in the performance of any resultant contract, a successful Tenderer must:

- (a) comply with its obligations, if any, under the WGE Act;
- (b) if the Term of the Draft Contract exceeds eighteen (18) months, provide a current letter of compliance with the WGE Act from the Workplace Gender Equality Agency (**WGEA**) within eighteen (18) months of the Commencement Date and then following this, provide further letters of compliance annually to the Department; and
- (c) notify the Department if during the Term of the Draft Contract the successful Tenderer becomes non-compliant with the WGE Act.

25.13. A successful Tenderer must not enter into any subcontract with an entity named in a report tabled in the Australian Parliament by the WGEA as an entity that has not complied with the WGE Act.

25.14. For further information about the WGE Act, Tenderers should contact the WGEA on (02) 9432 7000 or 1800 730 233.

Prohibition on Illegal Workers

25.15. Tenderers should note that it is the Department’s policy not to contract with suppliers including subcontractors engaging Illegal Workers. Tenderers are required to make a declaration in **Attachment B** confirming that they have not and will not engage any Illegal Workers.

Anti-Terrorism Measures

- 25.16. The Tenderer and any nominated subcontractors proposed in the Tender must not at the Closing Time appear on:
- (a) the “Consolidated List” of all persons and entities who are subject to targeted financial sanctions under Australian sanctions law, maintained by the Australian Government Department of Foreign Affairs and Trade under the *Charter of the United Nations (Dealing with Assets) Regulations 2008*, and available at <https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list> (UN List); or
 - (b) the list of “Terrorist Organisations” under section 15 of the *Charter of the United Nations Act 1945* (Cth) and on the Australian National Security website, at <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>.
- 25.17. The Department must not contract with a person or organisation on the UN List and Tenderers must declare that they are not listed (see the Deed of Undertaking in **Attachment B - Tender Response Form**).

Sanctions regimes

- 25.18. The Tenderer, its Personnel and related bodies corporate are required to comply with the United Nations Security Council sanctions regimes under the *Charter of the United Nations Act 1945* (Cth) and the Australian autonomous sanctions regimes under the *Autonomous Sanctions Act 2011* (Cth). Tenderers are required to declare the Tenderer's, its Personnel's and related bodies' corporate compliance (see the Deed of Undertaking in **Attachment B - Tender Response Form**).

Environmental Policy and Sustainable Procurement

- 25.19. The Department supports the Australian Government's aim to improve the implementation of ecologically sustainable development. The Department is committed to fostering the sustainable use of the Earth's resources. The Department engages in procurement process in compliance with the Australian Government's Sustainable Procurement Guide.
- 25.20. In the provision of the Requirement, the Department must purchase office equipment and appliances which are Energy Star compliant. See the Energy Efficiency in Government Operations Policy available at: <https://www.environment.gov.au/system/files/energy/files/eegopolicyfs.pdf>.
- 25.21. The Department's procurement activities are a key means of implementing its environmental policy, and environmental issues have been considered during the development of this RFT. Tenderers should examine the information in this RFT, particularly as the Statement of Requirement, to determine the Department's priorities and requirements in respect to environmental issues in connection with the provision of the Requirement.

Unpaid Employee Entitlements

- 25.22. The Department must not enter into a contract with a Tenderer which has a judicial

decision against it relating to employee entitlements (excluding decisions which are under appeal), in respect of which the Tenderer has not satisfied any resulting order. Tenderers must declare that they have no such unsettled judgements in the Deed of Undertaking in **Attachment B - Tender Response Form**.

Commonwealth Ombudsman

- 25.23. Tenderers should be aware of the *Ombudsman Act 1976* (Cth), which provides rights of access to places occupied by Commonwealth contractors to conduct investigations at those places.
- 25.24. Tenderers should obtain, and will be deemed to have obtained their own independent, advice on the impact of this legislation on their participation in this RFT process and any subsequent contractual arrangement.
- 25.25. The Draft Contract includes a right of access by the Ombudsman to the Tenderer's premises and/or relevant documents.

Competitive Neutrality

- 25.26. Competitive neutrality requires that Government business activities should not enjoy net competitive advantages over their private sector competitors simply by virtue of public sector ownership.
- 25.27. Tenderers from the public sector which are a government business enterprise should identify themselves as such and demonstrate in the pricing of their Tender that the requirements of competitive neutrality have been met, including payment of relevant taxes and charges, rates of return and costs of funds. Compliance with the requirements of competitive neutrality may be tested by the Department.

Australian Government Recordkeeping Metadata Standard

- 25.28. Tenderers' attention is drawn to the minimum metadata standards which have been developed to support the management, interoperability and transfer of, and access to, information to Commonwealth agencies under the *Building trust in the public record: managing information and data for government and community* policy, and can be found at <https://www.naa.gov.au/information-management/information-management-standards/australian-government-recordkeeping-metadata-standard>.

Building Trust in the Public Record Policy

- 25.29. Tenderers attention is drawn to the *Building trust in the public record: managing information and data for government and community* policy, which came into effect on 1 January 2021, and can be found at <https://www.naa.gov.au/information-management/information-management-policies/building-trust-public-record-policy>.
- 25.30. The *Building trust in the public record: managing information and data for government and community* policy identifies key requirements for managing Australian Government information assets (records, information and data) and helps Australian Government agencies improve how they create, collect, manage and are able to use information assets.

Small and Medium Enterprises (SMEs)

- 25.31. The Department is required to comply with the Commonwealth purchasing policy to encourage SMEs.
- 25.32. An SME is an Australian or New Zealand entity with fewer than 200 full time equivalent employees.
- 25.33. In compliance with this policy, the Department aims to source at least 10% of its purchases from SMEs. To ensure that SMEs have appropriate opportunities to compete for the Department's business, Tenderers should, where possible, identify any SME involvement in their Tenders.

Supplier Pay-On-Time or Pay-Interest Policy (RMG 417)

- 25.34. In accordance with Resource Management Guide No. 417 *Supplier Pay On-Time or Pay Interest Policy* (1 July 2022), the Contract with the successful Tenderer will include clauses to give effect to the policy set out in that Resource Management Guide.
- 25.35. The Department of Finance Resource Management Guide No. 417 *Supplier pay on-time or Pay Interest Policy* is available at <https://www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmg-417>

Payment Times Procurement Connected Policy

- 25.36. Tenderers must comply with the *Payment Times Procurement Connected Policy* (PT PCP). Tenderers must indicate as part of their Tender whether or not they are a 'Reporting Entity' within the meaning of the *Payment Times Reporting Act 2020* (Cth) for the purposes of the PT PCP.

Fair Work Act 2009 (Cth)

- 25.37. Tenderers must comply with the *Fair Work Act 2009* (Cth) and all applicable workplace relations laws.

Risk Management and Fraud Control Plan

- 25.38. Tenderers' attention is drawn to the requirements in **Attachment A**.
- 25.39. The Risk Management and Fraud Control plan sets out how the successful Tenderer(s) propose to identify, prevent, report and manage risks in relation to the Requirement and in relation to fraud in the delivery of the Requirement.
- 25.40. Tenderers' attention is drawn to the Australian Government's position on fraud control, set out in the Commonwealth Fraud Control Policy, being a policy developed to support the accountable authorities of non-Corporate Commonwealth entities. That policy, as amended from time to time is available at:
<https://www.counterfraud.gov.au/library/commonwealth-fraud-control-framework>.
- 25.41. The Statement of Requirement in **Attachment A** sets out any additional requirements for fraud control in connection with the Requirement, including the requirements to prepare a Fraud Control Plan that is consistent with the Commonwealth Fraud Control Framework, and to review and update the Fraud Control Plan. These obligations also accord with the Department's commitment to ensuring a high level of accountability and transparency in its procurement activities as required in the CPRs.

Subcontracting

- 25.42. Where subcontractors are specified in the Tender, the Tenderer must identify:
- (a) the subcontractor's compliance or otherwise with the *Workplace Gender Equality Act 2012* (Cth); and
 - (b) whether the subcontractor complies with the *Fair Work Act 2009* (Cth).

25.43. Tenderers' attention is drawn to the requirements in **Attachment B**.

Multicultural Access and Equity Policy

25.44. Tenderers must demonstrate how they can comply with the Australian Government's Multicultural Access and Equity Policy (the 'policy'), including at a minimum, by demonstrating:

- (a) a sound knowledge of the needs, circumstances, cultural and other characteristics of clients and assessment of the direct impact of the Requirement on those clients; and
- (b) how they can provide the Requirement to a culturally and linguistically diverse population, consistently with the policy; and
- (c) that they have:
 - (i) planning, implementation, monitoring and review mechanisms that incorporate the policy;
 - (ii) performance standards that use the cultural and linguistic diversity of personnel or their awareness of issues (Note: data collection on the Services, including on performance standards must be consistent with Standards for Statistics on Cultural and Language Diversity); complaint mechanisms that enable people from culturally and linguistically diverse backgrounds to raise concerns about the Services provided; and
 - (iii) recruited, as relevant, culturally diverse employees, volunteers, grantees and subcontractors.

25.45. Information on the policy and related documents is available at <https://www.homeaffairs.gov.au/about-us/our-portfolios/multicultural-affairs/about-multicultural-affairs/access-and-equity>.

Web Content Accessibility Guidelines Version 2.2

25.46. The Tenderer should be aware of the Web Accessibility National Transition Strategy (**Web Accessibility NTS**). The Web Accessibility NTS:

- (a) promotes improved web services, including but not limited to: websites, web content, and web applications used for the dissemination of information and/or the delivery of government services and the design, development, maintenance or upgrade of these;
- (b) details the key milestones, scope and implementation plan for the Department's transition of its online information and services, for conformance with the Web

Content Accessibility Guidelines (**WCAG**) version 2.2, developed by the World Wide Web Consortium (**W3C**); and

- (c) encourages a more accessible and usable web environment that will more fully engage with, and allow participation by, more people within our society.

25.47. Further information regarding the Web Accessibility NTS and the implementation of WCAG 2.2, and policies relating to accessibility are available on the Finance website (<https://www.finance.gov.au/about-us/accessibility>) and the Digital Transformation Agency (<https://www.dta.gov.au/help-and-advice/digital-service-standard/digital-service-standard-criteria/9-make-it-accessible>).

25.48. The Tenderer should comply with the Web Accessibility NTS, and all products, services and outputs should conform to WCAG 2.2 (specifying Level A, AA or AAA), preferably through the use of Sufficient Techniques (as that term is defined in the WCAG 2.2 Quick Reference (<https://www.w3.org/WAI/WCAG22/quickref/>)).

Modern Slavery Reporting Requirement

25.49. If the Tenderer is a 'reporting entity' for the purpose of the *Modern Slavery Act 2018* (Cth) (Modern Slavery Act), the Tenderer must comply with the requirement to provide Modern Slavery Statements to the relevant Minister under the Modern Slavery Act.

25.50. If the Tenderer is a non-reporting entity which volunteers to comply with the reporting requirements (by giving written notice to the relevant Minister before the end of the reporting period as required by section 6 of the Modern Slavery Act), the Tenderer must provide voluntary statements to the relevant Minister in accordance with the Modern Slavery Act.

25.51. Tenderers must indicate as part of the Tenderer's response at **Attachment B**, whether or not the organisation is a 'reporting entity' under the Modern Slavery Act and, if applicable, provide evidence of its compliance with the reporting requirements as part of the Tender, or prior to entering into any contract, or on the first due date of a modern slavery statement.

25.52. Under the Modern Slavery Act, the Australian Government is required to report annually on modern slavery risks across whole-of-government procurement and investments. The Australian Government is committed to ensuring its supply chains are not linked to modern slavery and to address and mitigate risks that are identified. More information on the Australian Government's response to modern slavery risks is available at <https://modernslaveryregister.gov.au/statements/file/dba35028-74c5-4324-8b41-4cd553a66f2e/>

25.53. In performing any contract, the successful Tenderer may be required to comply with one of the modern slavery model contract clause options available at <https://modernslaveryregister.gov.au/resources/> which may require the Tenderer to:

- (a) 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;
- (b) ensure the Tenderer's personnel responsible for managing the operations and supply chains used in the performance of the contract have undertaken suitable

training to be able to identify and report on Modern Slavery;

- (c) manage specific risks of Modern Slavery as well as address or remove Modern Slavery practices identified in the Tenderer's supply chain and operations; and
- (d) prepare implement and comply with a Modern Slavery Risk Management Plan.

Child safety

25.54. If the successful Tenderer is to provide services directly to children or is likely to have direct contact with children in connection with providing services, the successful Tenderer must:

- (a) comply with all relevant Commonwealth, State, Territory or Local Authority legislation relating to the employment or engagement of individuals who may interact with children in relation to the services, including all necessary Working with Children Checks or Working with Vulnerable People Checks (however described);
- (b) ensure that working with children or vulnerable people checks (however described) remain current and all relevant individuals continue to comply with all relevant legislation for the duration of their involvement in the services;
- (c) implement, and ensure that all relevant individuals implement, the National Principles for Child Safe Organisations (available at: <https://childsafe.humanrights.gov.au/national-principles>;
- (d) complete and update, at least annually, a risk assessment to identify the level of responsibility for children;
- (e) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment;
- (f) provide training and establish a compliance regime to ensure that all relevant individuals are aware of and comply with the National Principles for Child Safe Organisations, the successful Tenderer's risk management strategy, all relevant legislation relating to mandatory reporting of suspected child abuse or neglect (however described);
- (g) provide annual statement of compliance to the Department; and
- (h) ensure that all subcontractors, who may have child safety obligations, also comply with the obligations set out in this **clause 25.54**.

Benefits to the Australian Economy

25.55. For procurements above \$4 million (GST inclusive) the Department is required by the CPRs to consider the economic benefit of the procurement to the Australian economy as part of its value for money assessment. This is in the context of relevant national and international agreements and procurement policies to which Australia is a signatory, including:

- (a) international free trade agreements, as found at <https://www.dfat.gov.au/trade/agreements/trade-agreements>; and

- (b) the Australia and New Zealand Government Procurement Agreement, as found at [government-procurement-agreement-september-2013.pdf \(dfat.gov.au\)](https://www.dfat.gov.au/government-procurement-agreement-september-2013.pdf).

[Note to Tenderers: The Department of Finance has issued guidance on the matters that may be considered when considering the benefit to the Australian economy as part of the value for money assessment. The guidance includes practical examples and case studies to assist with this criterion. Only direct effects, or first round economic effects to the Australian economy, that have not been submitted as part of the weighted Evaluation Criteria, may be considered in the evaluation of this criteria. This guidance can be located here:

[https://www.finance.gov.au/sites/default/files/2020-08/consideration-of-broader-economic-benefits-in-procurement.pdf.](https://www.finance.gov.au/sites/default/files/2020-08/consideration-of-broader-economic-benefits-in-procurement.pdf)]

25.56. Some examples of benefits to the Australian economy include, but are not limited to:

- (a) competitive pricing;
- (b) building, leasing or procuring infrastructure that benefit Australian communities;
- (c) providing skills and training that benefit Australian communities;
- (d) employing workers in Australia;
- (e) employing apprentices or trainees in Australia;
- (f) paying taxes in Australia;
- (g) the environmental impacts and benefits of the proposed solution to Australia, for example:
 - (i) reducing environmental impact through energy efficient inputs, such as, 5-star energy rating, water consumption, rating of electrical equipment and goods and packaging of goods to meet Commonwealth environmental standards and policy, including disposal requirements; or
 - (ii) using recycled materials or content, and/or;
 - (iii) mandatory environment standards for ICT acquisitions.
- (h) contributing to positive social outcomes in Australian communities, such as engaging unemployed people;
- (i) using Indigenous businesses;
- (j) using SMEs in delivering goods and/or services, either directly or as a subcontractor or a supplier;
- (k) developing and adopting innovative products or practices that benefit Australian communities;
- (l) sharing knowledge, skills and technology with SMEs;

- (m) creating export opportunities for Australian goods and/or services;
- (n) using goods and/or services from a business that provides services of persons with a disability; and
- (o) developing Australian industry capabilities or industrial capacity.

25.57. The Draft Contract in **Attachment E** sets out details of the contractual arrangements which may apply to any successful Tenderer(s).

Cyber Security Risk

25.58. The Tenderer agrees that the Department is required to consider cyber security risk when considering and managing procurement activities in accordance with the *Australian Government's Protective Security Policy Framework (Framework)* and CPRs, Division 1 (see item 8). The Tenderer agrees to provide assistance to the Department, where requested by the Department, in addressing requirements related to the CPRs and the Framework.

Non-discrimination

In encouraging competition, which is a key element of the Australian Government's procurement framework, the Department endeavours to ensure that at all times its procurement activities are non-discriminatory in accordance with the Commonwealth Government's procurement framework and the CPRs. Accordingly, the Department is to consider that all Tenderers be treated equitably based on their commercial, legal, technical and financial abilities and not be discriminated against as a result of their size, degree of foreign affiliation or ownership, location of the origin of their goods and/or services. Should a Tenderer consider the Department's conduct does not meet these requirements, a Tenderer should immediately bring this to the attention of the Department, in writing to the Contact Officer.

26. Public Statements

26.1. Tenderers may not make any public statements (by means of advertisement or otherwise) in relation to this RFT, or any subsequent contractual arrangement arising out of this RFT, without the prior written consent of the Department. However, nothing in this clause is to be read as limiting a Tenderer's right to enter into public debate or criticism of the Australian Government, its agencies, or Personnel.

27. Ethical Dealing

27.1. The Tenderer must not:

- (a) lodge a Tender that has been compiled with improper assistance of Personnel or former Personnel of the Department or uses information improperly obtained or otherwise obtained in breach of an obligation of confidentiality;
- (b) engage in misleading or deceptive conduct in, or in relation to, its Tender or the RFT process;
- (c) engage 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 its Tender or the RFT process;

- (d) attempt to solicit information from or influence improperly any Personnel of the Department, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process; or
- (e) otherwise act in an unethical or improper manner, or contrary to any law.

27.2. The Department may exclude from consideration any Tender lodged by a Tenderer that, in the Department's opinion, has engaged in any behaviour contrary to **clause 27.1** in relation to the RFT process. This right is in addition to any other remedies the Department may have whether under this RFT or otherwise.

28. Acknowledgement and Disclaimer

28.1. The Tenderer acknowledges and agrees that:

- (a) by lodging a Tender it accepts the conditions set out in this RFT;
- (b) lodgement of their Tender on time and in accordance with these Terms and Conditions is entirely their responsibility;
- (c) the Department 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 RFT is not received on time, is corrupted or altered or otherwise not received as sent, cannot be read or decrypted, or has its security or integrity compromised;
- (d) the Department does not warrant that unauthorised access to information and data transmitted via the internet will not occur (Tenderers should take their own measures to protect information transmitted electronically);
- (e) under subsection 137.1 of the *Criminal Code Act 1995* (Cth), giving false or misleading information to the Commonwealth is a serious offence;
- (f) the Tenderer is deemed to have:
 - (i) examined this RFT, any documents referred to in it, and any other information made available in writing by the Department to Tenderers for the purpose of tendering;
 - (ii) examined all further information which is obtainable by the making of reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;
 - (iii) satisfied itself as to the correctness and sufficiency of its Tender, including its tendered prices;
 - (iv) obtained independent advice on the effect of all relevant legislation in relation to the Tenderer's participation in this RFT; and
 - (v) examined the AusTender Terms of Use which are obtainable on AusTender; and

- (g) the Department may exclude any Tender which is made subject to any due diligence or other investigation to be performed after a Tender is submitted.

28.2. All information (whether written, oral or in any other form) which has been and may subsequently be made available to the Tenderer is provided on the following conditions:

- (a) in deciding to lodge or not lodge a Tender, or in the interpretation of this RFT, the Tenderer does not rely on:
 - (i) any representation (whether oral or in writing) other than as expressed in this RFT; or
 - (ii) other conduct of the Department, or any of its officers, employees, advisers or agents;
- (b) any information contained in this RFT or otherwise provided by the Department may not be accurate and/or may change;
- (c) where any such information relates to future matters, no steps have been taken to verify that the information is based upon reasonable grounds, and no representation or warranty, expressed or implied, is made by the Department, or any of its officers, employees, agents or advisers that the statements contained in this RFT or otherwise provided by the Department will be achieved;
- (d) this RFT is designed to reflect and summarise information concerning the Requirement and the Department can amend any part of the Requirement, where required, with sufficient notice of amendment provided to Tenderers in accordance with the CPRs
- (e) neither the delivery of this RFT nor any contractual arrangement made subsequent to this RFT will imply that there has been no material change since the date of this RFT or since the date as at which any information contained in this RFT is stated to be applicable;
- (f) except as required by law and only to the extent so required, the Department and its respective officers, employees, agents and advisers will not be liable to any person or body for any loss, damage, cost or expense arising from any information or representations, actual or implied, contained in or omitted from this RFT or other information provided by the Department, or by reason of any reliance by any person or body on any such information or representation; and
- (g) the Tenderer should seek its own professional advice as appropriate and should not construe this RFT or other information provided by the Department as investment, commercial, legal or tax advice.

28.3. The Tenderer is responsible for all costs and expenses related to the preparation and lodgement of their Tenders, any subsequent negotiations and any other action or response in relation to this RFT.

29. Department's Rights

29.1. Notwithstanding anything else contained in this RFT or limiting the Department's rights at

law or otherwise, the Department may:

- (a) vary the terms of this RFT, or the structure, requirements or processes referred to in this RFT at any time;
- (b) vary the timing referred to in this RFT;
- (c) determine at any stage or stages after the Closing Time, short list(s) of Tenderers on any basis that the Department considers appropriate, including for the purposes of conducting any Best and Final Offer (BAFO) process or Offer Definition and Improvement Activity (ODIA);
- (d) cease, suspend or vary the RFT process, or any part of it, where this is in the public interest or where this is required by law;
- (e) seek additional information from any Tenderer or third party at any time (including but not limited to from or in respect of a Tenderer's proposed subcontractors or agents);
- (f) provide additional information to all Tenderers at any time;
- (g) seek and/or contact any contacts or referees other than those proposed by Tenderers;
- (h) seek amended Tenders or call for new Tenders;
- (i) add to, alter, delete or exclude any part of the Requirement;
- (j) select and negotiate with one or more Tenderer(s) (including but not limited to parallel negotiations) and/or discontinue any of those negotiations at any time for any reason;
- (k) publish or disclose the names of successful Tenderers or those who are shortlisted as a result of evaluations;
- (l) enter into a contract on terms different to those in the Draft Contract; and
- (m) allow or not allow a related entity to take over a Tender in substitution for the original Tenderer.

29.2. Without limiting the Department's other rights under this RFT or at law, if the Department concludes that a preferred Tenderer has retracted, or attempts to retract, undertakings under which material technical, commercial, financial, corporate, relationship management, legal or contractual issues were resolved during negotiations, the Department may choose to not proceed with that Tender and/or exercise another right given by this RFT.

29.3. The Department will not be liable or in any way responsible for any loss, cost, expense, claim or damage incurred by a Tenderer because the Department:

- (a) exercises or fails to exercise any of the Department's rights under this RFT; or
- (b) fails to inform a Tenderer of its exercise or non-exercise of those rights.

- 29.4. The Department may reject any Tender lodged by a Tenderer that is engaging or has engaged in any conduct that contravenes any laws or contravenes the Terms and Conditions as set out in this RFT.
- 29.5. Any request or invitation by the Department to negotiate all or any part of a Tender shall not be, nor be deemed to be, a representation by the Department that the Tenderer's Tender will be, or is likely to be, accepted.

30. Right to Terminate

- 30.1. Without limiting the Department's rights under this RFT, at law or otherwise, the Department may, at its sole discretion suspend or terminate this RFT process at any time, without the requirement to give prior notice if:
- (a) the Department does not receive any Tenders in response to this RFT;
 - (b) the Department does not receive any Tenders in response to this RFT which meet the requirements outlined in the Statement of Requirement;
 - (c) after evaluating the Tenders received in response to this RFT the Department determines that entering into a contract with any Tenderer does not represent an effective, efficient, ethical and economical use of resources;
 - (d) in the opinion of the Department, it is unlikely that negotiations with any Tenderer will achieve a value for money outcome for the Commonwealth; or
 - (e) the Department determines it is in the public interest to do so.

31. Participation of Other Commonwealth Entities in this RFT process (cooperative procurement)

- 31.1. This **clause 31.1** applies where the RFT Details indicate that, at the time of issuing this RFT, the Department wishes or intends to facilitate other Commonwealth Entities procuring the Requirement from a successful Tenderer in the future:
- (a) A successful Tenderer may be required to offer to provide the Requirement to other Commonwealth Entities on substantially the same Terms and Conditions as it provides them to the Department (including price). Any Commonwealth Entity is able to accept this offer by giving a notice to a successful Tenderer. This will create a separate agreement between the successful Tenderer and the Commonwealth Entity issuing the notice. Tenderers are referred to the Draft Contract for further details.
 - (b) The Department makes no warranty, representation or assurance that any or any number of Commonwealth Entities, or any particular Commonwealth Entity, will accept the offer of a successful Tenderer to provide the Requirement to other Commonwealth Entities.
 - (c) The Department must not undertake any evaluation on behalf of any other Commonwealth Entity during its evaluation of this RFT. Other Commonwealth Entities will undertake their own evaluation if and when they wish to consider a successful Tenderer's offer to provide the Requirement to it.

- 31.2. This **clause 31.2** applies where the RFT Details indicate that one or more other Commonwealth Entities intend to procure the Requirement from the successful Tenderer(s) as part of this RFT process:
- (a) The Statement of Requirement in **Attachment A** sets out details of the other Commonwealth Entities that wish to procure the Requirement. This information is based upon the Department's understanding of the needs of those other Commonwealth Entities as at the date of issue of this RFT, but **clause 28.2** applies to the provision of that information.
 - (b) The Evaluation Process in **Attachment D** sets out the involvement of the Department and other Commonwealth entities in the evaluation of Tenders.
 - (c) The Draft Contract in **Attachment E** sets out details of the contractual arrangements which is to apply to any successful Tenderer(s).
 - (d) References to 'the Department' in this RFT should be interpreted as also including a reference to the other Commonwealth Entities that wish to procure the Requirement (unless the contrary intention appears).

32. Commonwealth Centralised Procurement

- 32.1. Without limiting the Department's rights under this RFT or otherwise, Tenderers should note that it is Commonwealth policy to develop a centralised procurement system for the delivery of certain goods and services to Commonwealth departments and agencies, where it can be established that the centralised procurement of those goods and services could deliver savings to the Commonwealth.
- 32.2. The process of identifying such goods and services is ongoing. It is therefore possible that the Commonwealth may approve the procurement of some or all of the same goods and services as the Requirement under a centralised process:
- (a) before the Closing Time - in which case the Department reserves the right to discontinue this RFT process;
 - (b) after the Closing Time but before a contractual arrangement is entered into with the successful Tenderer(s) - in which case the Department reserves the right to discontinue this RFT process and not enter into any contractual arrangement as a result of the RFT; or
 - (c) during the period of any contract entered into as a result of this RFT process - in which case the Department may exercise its rights under the relevant contractual arrangement (which include the right to terminate that arrangement for any reason for convenience).

33. Applicable Law

- 33.1. The laws of the Australian Capital Territory apply to this RFT process.

34. Dispute Resolution Process

- 34.1. If Tenderers wish to lodge a formal complaint regarding this RFT process, the complaint

is to be directed in writing to the Receiving Officer by email to procurement@homeaffairs.gov.au.

34.2. A Tenderer who makes a complaint must set out the details of the dispute in writing, provide supporting evidence including any relevant documentation, and if applicable propose a solution. If the Tenderer fails to comply with this **clause 34.2**, their complaint will not be considered to be a complaint for the purposes of this **clause 34** and this Tender.

34.3. On the request of the Commonwealth, all Tenderers are to cooperate with the Commonwealth in the resolution of any complaint regarding this RFT process.

35. Government Procurement (Judicial Review) Act 2018 (GPJR Act)

35.1. This RFT process is a Covered Procurement for the purposes of the GPJR Act.

35.2. A Public Interest Certificate (PIC) has been issued under the GPJR Act in relation to this RFT process. Tenderers can access further information regarding PICs from the Department of Finance at Appendix 1 to the Resource Management Guide 422 – Handling complaints under the GPJR Act available at:
<https://www.finance.gov.au/sites/default/files/2020-03/RMG422-handling-complaints.pdf>

35.3. A copy of the PIC is available at <https://www.homeaffairs.gov.au/help-and-support/how-to-engage-us/contracts-and-tenders>.

36. Lobbying Code of Conduct

36.1. Tenderers must not engage in, or procure or encourage others to engage in, activity which would breach the Lobbying Code of Conduct (Lobbying Code) or the Australian Public Service Commission (APSC) Circular 2008/4 - requirements relating to the Lobbying Code of Conduct and post separation contact with Government. The Lobbying Code requires that Government Representatives not knowingly be a party to a lobbying activity where the Lobbyist is not registered on the Lobbyist Register <https://lobbyists.ag.gov.au/register> managed by the Attorney-General's Department.

37. Security, Probity and Other Checks

37.1. All contractors, consultants and service provider Personnel who are determined to be Immigration and Border Protection workers under section 4(1) of the *Australian Border Force Act 2015* (Cth) (**IBP Workers**) are to undergo and obtain:

- (a) an Employment Suitability Clearance (**ESC**), as referred to at <https://www.homeaffairs.gov.au/about-us/careers/vacancies/employment-suitability-clearance>; and
- (b) a Commonwealth Security Clearance (**CSC**), as referred to at <https://www1.defence.gov.au/security/clearances>, to the appropriate level advised by the Department,
- (c) before accessing any premises or official or security classified material, or performing any of the Requirement for the Department.

- 37.2. It is **not anticipated** that Personnel of the successful Tenderer(s) (if any) or its Subcontractors will require ESCs and/or CSCs.
- 37.3. In the event that these clearances are required, the average time for an ESC is four (4) to ten (10) weeks (depending on the complexity of the application) from the lodgement of all required information and a CSC is six (6) weeks from the submission of all required information. These clearance processes can be conducted in parallel with each other thereby reducing the overall time frame. Obtaining a clearance at higher level than base level may require a longer timeframe.
- 37.4. Any Personnel offered by the Tenderer to perform the Requirement, who are determined to be IBP Workers, are to be made available to the Department for the period of the Contract (including any extensions), while such Personnel remain employed by or contracted to the Tenderer.
- 37.5. The security vetting processes are conducted to ensure that an individual is both eligible and suitable to be granted, as well as maintain, a security clearance. A security clearance is an inquiry into a person's integrity, and corroboration of a person's background, character and civic values, to ensure they possess the character traits of honesty, trustworthiness, maturity, tolerance, resilience and loyalty.
- 37.6. ESCs are processed internally by the Department's Employment Suitability Clearance Team which makes a decision whether to grant an ESC. The Australian Government Security Vetting Agency (**AGSVA**) processes CSCs and makes the decision whether to grant a CSC in accordance with the standards identified in the Australian Government Protective Security Policy Framework (**PSPF**). To comply with eligibility requirements of the PSPF, security clearance for access to security classified resources must not be provided to anyone who is not an Australian citizen.
- 37.7. It is the responsibility of the Tenderer to obtain the required clearances and at the Tenderer's own cost (AGSVA charges are available at: <https://www1.defence.gov.au/security/clearances/about/security-clearance-fees>; information about the Department's ESC process if available at: <https://www.homeaffairs.gov.au/about-us/careers/vacancies/employment-suitability-clearance>). The Department, where required, may sponsor the clearance process on behalf of the Tenderer.
- 37.8. The Department or any third party authorised by the Department, may perform probity and financial investigations and procedures as the Department determines are necessary in relation to any Tenderer, its employees, officers, partners, associates, subcontractors or related entities including partners and their officers, employees and subcontractors.
- 37.9. Tenderers should promptly provide the Department with such information or documentation that the Department requires in order to undertake such investigations. The Department may exclude a Tender from further consideration if the Tenderer does not promptly provide all reasonable assistance to the Department in this regard, or based on the outcomes of the investigations or procedures. In agreeing to supply relevant financial information or statements, the Tenderer also agrees that the information supplied represents a true and fair statement of the affairs of the Tenderer. It is the responsibility of the Tenderer to obtain the required clearances and at the Tenderer's

own cost. The Department, where required, may sponsor the clearance process on behalf of the Tenderer.

- 37.10. Once a person is determined to be an IBP Worker, the person must comply with the *Australian Border Force Act 2015* (Cth), and any directions issued to the relevant IBP Workers.
- 37.11. Directions and policies issued pursuant to the *Australian Border Force Act 2015* (Cth) with which IBP Workers are required to comply at the date of this RFT can be viewed at <https://www.homeaffairs.gov.au/access-and-accountability/our-commitments/integrity-and-professional-standards>.

38. Department's Information

- 38.1. Tenderers must not, and must ensure that their employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any:
- (a) Confidential Information concerning the affairs of the Department, the Commonwealth or a third party acquired or obtained from the Department; or
 - (b) documents, data or information provided by the Department in the course of the Tenderer preparing or amending a Tender and which the Department indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.
- 38.2. The Department's information in the possession of the Tenderer must be stored in accordance with the minimum standards for that type of information, as defined in the PSPF. By submitting a Tender, Tenderers agree to grant the Department the right for it, or its agent, to inspect premises to ensure compliance with storage requirements.
- 38.3. The Department may require that all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to Tenderers), and all copies of such information made by Tenderers, be:
- (a) returned to the Department - in which case Tenderers are required to promptly return all such information to the address identified by the Department; or
 - (b) destroyed by Tenderers - in which case Tenderers are required to promptly destroy all such information and provide the Department with written certification that the information has been destroyed.
- 38.4. The Department may exclude from further consideration any Tender lodged by a Tenderer who has engaged in any behaviour contrary to this **clause 38**.

39. Work Health and Safety

- 39.1. The Tenderer must:
- (a) comply with, and must ensure that all subcontractors comply with, the applicable Work Health and Safety Legislation when performing work under the Contract; and
 - (b) as applicable, comply with, and ensure that all subcontractors comply with, the

obligation under the Work Health and Safety Legislation to, so far as reasonably practicable.

40. Standards

- 40.1. When a Standard is applicable for the Requirement which is the subject of this RFT, Tenders must demonstrate the capability to meet the Standard.
- 40.2. Tenderers should note that the Department is required by the CPRs to make (and the Draft Contract enables it to make) reasonable enquiries to determine compliance with the applicable Standards, and that this includes gathering evidence of relevant certifications, and periodic auditing of compliance by an independent assessor.

41. Indigenous Procurement Policy

- 41.1. In its Tender response, each Tenderer is requested to detail how it will increase its:
- (a) purchasing from Indigenous Enterprises (being an organisation that is 50% or more Indigenous owned that is operating a business); and
 - (b) employment of Indigenous Australians,
- in the delivery of any resultant Contract.
- 41.2. Purchasing from an Indigenous Enterprise may include engagement of an Indigenous Enterprise as a subcontractor, and/or use of Indigenous suppliers in the Tenderer's supply chain.

42. Shadow Economy Procurement Connected Policy

- 42.1. Tenderers should note that the Shadow Economy Procurement Connected Policy, which imposes obligations on the Commonwealth to obtain from Tenderers Satisfactory and Valid Statement of Tax Records (**STR**), applies to this procurement. More information about the requirements arising under the Shadow Economy Procurement Connected Policy is available from the Department of Treasury at <https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/>.
- 42.2. In particular, Tenderers should be aware that, in accordance with the Shadow Economy Procurement Connected Policy, a Tenderer must lodge with their Tender all of the Satisfactory and Valid STR required from a Tenderer in accordance with the Conditions for Participation and Minimum Content and Format Requirements as set out in **Part 1 - RFT Details**.
- 42.3. If a Tenderer has requested, but has not been issued with, a STR prior to the Closing Time, the Tenderer is to provide as part of their Tender the STR receipt issued by the ATO confirming that the STR was requested prior to the Closing Time.
- 42.4. If the Tender includes a STR receipt issued by the ATO confirming that the STR required under the Minimum Content and Format Requirements were requested prior to the Closing Time, then the Tenderer must provide all of the required Valid and STR to the Contact Officer by email no later than four (4) Business Days after the Closing Time.

42.5. The STR required to be provided by Tenderers are set out in the table below.

If the Tenderer is:	Statement of Tax Record Required:
A body corporate or natural person.	A Valid and Satisfactory Statement of Tax Record in respect of that body corporate or person.
A partner acting for and on behalf of a partnership.	A Valid and Satisfactory Statement of Tax Record: a) on behalf of the partnership; and b) in respect of each partner in the partnership that is to be directly involved in the delivery of any resultant contract or subcontract (as applicable).
A trustee acting in its capacity as trustee of a trust.	A Valid and Satisfactory Statement of Tax Record in respect of both: a) the trustee; and b) the trust.
A joint venture participant.	A Valid and Satisfactory Statement of Tax Record in respect of both: a) each participant in the joint venture; and b) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator.
A member of a Consolidated Group	A Valid and Satisfactory Statement of Tax Record in respect of both: a) the relevant member of the Consolidated Group; and b) the head company in the Consolidated Group.
A member of a GST group.	A Satisfactory and Valid Statement of Tax Record in respect of both: a) the GST group member; and b) the GST group representative.

43. Australian Industry Participation (AIP) plan

- 43.1. Potential Tenderers should note that subject to advice from the Department of Industry, Science and Resources, the Australian Industry Participation National Framework principles, including an AIP plan requirement, may apply to contract(s) resulting from this Approach to Market.
- 43.2. More information on AIP plan requirements can be found at www.industry.gov.au/aip

44. Country of Tax Residency Disclosures

- 44.1. From 1 July 2023, tenderers for Australian Government contracts worth more than \$200,000 are required to disclose their country of tax residency (including their ultimate parent entity's country of tax residence), as part of the general business identifier information required in the Commonwealth Government procurement tender application process.
- 44.2. Tenderers are required to provide disclosures of their country of tax residency and, where applicable, their ultimate parent entity's country of tax residency in Table 2 of **Attachment B – Tender Response Form**.

More information about tax residency disclosures can be found at <https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures>.

[Contracts and tenders \(homeaffairs.gov.au\)](https://www.homeaffairs.gov.au)

Public interest certificate log

A public interest certificate (PIC) is a document issued by the Secretary of the Department of Home Affairs (or their delegate) in accordance with section 22 of the Government Procurement (Judicial Review) Act 2018

A PIC will state that it is not in the public interest for a particular procurement process to be suspended while applications for injunctions are being considered, or complaints are being investigated, under the Act.

The following PICs have been issued by the Department of Home Affairs:

Procurement	Date Issued	Public Interest Certificate
-------------	-------------	-----------------------------

Return and Reintegration Assistance	14/05/2024	
-------------------------------------	------------	--

Program

Aus Tender ID:

HOMEAFFAIRS/2098/RFT

s. 22(1)(a)(ii)



Public Interest Certificate

Date: 14 May 2024

This certificate is issued under section 22(1) of the *Government Procurement (Judicial Review) Act 2018* (the GP (JR) Act).

As the GP (JR) Act s22 – Public Interest Certificate delegate, I state that it is not in the public interest for the procurement identified in the table below to be suspended while applications for injunctions under Part 2 of the GP (JR) Act are being considered, or complaints under section 18 of the GP (JR) Act are being investigated.

AusTender ID(s)	HOMEAFFAIRS/2098/RFT
Insert procurement ID/ method if AusTender ID is not applicable	Request for Tender – Open Tender
ATM Closing Date and Time	2.00pm on 21 June 2024 (ACT local time)
Procuring Entity	Department of Home Affairs
Current stage of procurement	Approach to Market - request documentation not yet released
Contact Officer	Contact Officer, RRAP Procurement Project rrap.procurement@homeaffairs.gov.au
Category (UNSPSC)	80161500 – Management Support Services
Description of goods or services being procured	Provision of services for the Return and Reintegration Assistance Program (RRAP). RRAP provides returns assistance and reintegration assistance to eligible non-citizens to depart Australia voluntarily.

Signature of GP (JR) Act section 22 – Public Interest Certificate delegate:

Name: Martine Cooper
Title: Assistant Secretary
Section, Branch: Procurement and Contracts Support Branch
Contact Phone: s. 22(1)(a)(ii)
Date: 14 May 2024

s. 22(1)(a)(ii)

From: s. 22(1)(a)(ii)
Sent: Wednesday, 4 September 2024 2:57 PM
To: s. 22(1)(a)(ii)
Subject: FW: For Approval PIC - HOMEAFFAIRS/2095/RFT - Return and Reintegration Assistance Program (RRAP). [SEC=OFFICIAL]
Attachments: EC24-002501.docx; Attachment A - PIC Certificate - RRAP Procurement.docx

OFFICIAL**OFFICIAL**

From: s. 22(1)(a)(ii)
Sent: Monday, 6 May 2024 3:51 PM
To: Procurement Policy <Procurement.Policy@homeaffairs.gov.au>
Cc: s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>; s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Subject: RE: For Approval PIC - HOMEAFFAIRS/2095/RFT - Return and Reintegration Assistance Program (RRAP). [SEC=OFFICIAL]

OFFICIAL

Hi s. 22(1)(a)(ii)

I've now obtained revised approved Minute and re-signed PIC for RRAP RFT. The current approach to market is scheduled for 10 May 2024.

Also I already have an existing ticket number with the Web Publishing team that can be used for this job, [RITM0560478](#).

Thank you for organising publishing of this PIC.

Regards,

s. 22(1)(a)(ii)
 Assistant Director
 Immigration, National Security and Resilience Group – Account Manager
 Procurement and Contracts Support Branch | Procurement, Property and Contracts Division
 Chief Operating Officer (COO) Group
 Department of Home Affairs
 Phone: s. 22(1)(a)(ii)

Email: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s. 22(1)(a)(ii)@homeaffairs.gov.au)

 Released by Department of Home Affairs
 under the Freedom of Information Act 1982

OFFICIAL

From: Procurement Policy S. 22(1)(a)(ii) @homeaffairs.gov.au>
Sent: Monday, 29 April 2024 10:38 AM
To: S. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>; Procurement Policy
<Procurement.Policy@homeaffairs.gov.au>; Martine COOPER <Martine.Cooper@homeaffairs.gov.au>
Cc: S. 22(1)(a)(ii) @homeaffairs.gov.au>; S. 22(1)(a)(ii) @homeaffairs.gov.au>
Subject: RE: For Approval PIC - HOMEAFFAIRS/2095/RFT - Return and Reintegration Assistance Program (RRAP).
[SEC=OFFICIAL]

OFFICIAL

Hi S. 22(1)(a)(ii)

Thanks for letting us know. We don't send anything to be published until after the RFT has been released so we will just sit on it until we get the go ahead.

Cheers

S. 22(1)

S. 22(1)(a)(ii)

Assistant Director
Procurement Policy and Professionalisation Section
Procurement and Contracts Support Branch
Procurement Property & Contracts Division
Department of Home Affairs
Email: S. 22(1)(a)(ii) @homeaffairs.gov.au



The Department of Home Affairs and the Australian Border Force acknowledge the Traditional Custodians throughout Australia and their continuing connection to land, sea and the community. We pay respect to all Aboriginal and Torres Strait Islander peoples, their cultures and to their Elders past and present.

OFFICIAL

From: S. 22(1)(a)(ii) <[REDACTED]@HOMEAFFAIRS.GOV.AU>
Sent: Monday, 29 April 2024 10:27 AM
To: Procurement Policy S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>; Martine COOPER
S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Cc: S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Subject: RE: For Approval PIC - HOMEAFFAIRS/2095/RFT - Return and Reintegration Assistance Program (RRAP).
[SEC=OFFICIAL]

OFFICIAL

Hi [REDACTED]

We were just advised that this RFT is unlikely to be published on 1 May 2024. The business are is still waiting for final approval of the RFT, are you able to put this on hold?

We will look to get the updated PIC cleared as soon as we can.

Regards,

S. 22(1)(a)(ii)
Assistant Director
Immigration, National Security and Resilience Group – Account Manager
Procurement and Contracts Support Branch | Procurement, Property and Contracts Division
Chief Operating Officer (COO) Group
Department of Home Affairs
Phone: S. 22(1)(a)(ii)
Email: S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>



OFFICIAL

From: Procurement Policy <S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>>
Sent: Friday, 26 April 2024 10:56 AM
To: Martine COOPER S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Cc: S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>; S. 22(1)(a)(ii) <[REDACTED]@HOMEAFFAIRS.GOV.AU>;
Procurement Policy S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Subject: For Approval PIC - HOMEAFFAIRS/2095/RFT - Return and Reintegration Assistance Program (RRAP).
[SEC=OFFICIAL]

OFFICIAL

Hi Martine,

It will be published the same date as RFT is released. At this stage we are assuming that it will be 1 of May. We will keep in touch with reporting if that date changes so the release don't of the PIC.

Regards

s. 22(1)(a)(ii)

A/g Assistant Director

Procurement Policy and Professionalisation Section

Procurement and Contracts Support Branch

Procurement Property & Contracts Division

Department of Home Affairs

Telephone: s. 22(1)(a)(ii)

Email: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)



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OFFICIAL

From: Martine COOPER s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>

Sent: Wednesday, 24 April 2024 4:57 PM

To: Procurement Learning s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>

Cc: Procurement Policy s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>; s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>; s. 22(1)(a)(ii) [@HOMEAFFAIRS.GOV.AU](mailto:s.22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU)>

Subject: RE: For Approval PIC - HOMEAFFAIRS/2095/RFT - Return and Reintegration Assistance Program (RRAP).
[SEC=OFFICIAL]

OFFICIAL

Hi s. 22(1)(a)(ii)

Just confirming when this will be published?

Thank you

Martine

Martine Cooper

Assistant Secretary

Procurement and Contracts Support Branch

Procurement, Property and Contracts Division

Chief Operating Officer Group

Department of Home Affairs

s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)

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OFFICIAL

From: Procurement Learning S. 22(1)(a)(ii) @homeaffairs.gov.au>
Sent: Wednesday, 24 April 2024 4:49 PM
To: Martine COOPER S. 22(1)(a)(ii) @homeaffairs.gov.au>
Cc: Procurement Policy S. 22(1)(a)(ii) @homeaffairs.gov.au>
Subject: For Approval PIC - HOMEAFFAIRS/2095/RFT - Return and Reintegration Assistance Program (RRAP).
[SEC=OFFICIAL]

OFFICIAL

Good Afternoon Martine

Please approve the below request to Web Publishing to action the publication of the Public Interest Certificate for HOMEAFFAIRS/2095/RFT as a high priority.

Please return email your approval and I will action accordingly.

Regards

Good Afternoon Web Publishing

In reference to our **high priority** service request for publication of a Public Interest Certificate on the Home Affairs intranet for the multi stage approach to market HOMEAFFAIRS/2095/RFT for Provision of services for the Return and Reintegration Assistance Program (RRAP).

A public interest certificate is a document issued by the Secretary of the Department of Home Affairs (or their delegate) in accordance with section 22 of the Government Procurement (Judicial Review) Act 2018

RMG 422 – Appendix 1 - Issuing public interest certificates sets out the following requirements in relation to publication of a Public Interest Certificate

'Where an accountable authority issues a public interest certificate, the relevant Commonwealth entity is required to publish the public interest certificate on its website promptly and should notify affected suppliers in writing that a public interest certificate is in force'.

Regards

S. 22(1)(a)(ii)

A/g Assistant Director
Procurement Policy and Professionalisation Section

Released by Department of Home Affairs
under the Freedom of Information Act 1982

Procurement and Contracts Support Branch
Procurement Property & Contracts Division
Department of Home Affairs
Telephone: S. 22(1)(a)(ii)
Email: S. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:S. 22(1)(a)(ii)@homeaffairs.gov.au)



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Released by Department of Home Affairs
under the *Freedom of Information Act 1982*

s. 22(1)(a)(ii)

From: s. 22(1)(a)(ii)
Sent: Wednesday, 4 September 2024 2:56 PM
To: s. 22(1)(a)(ii)
Subject: FW: update live- RITM0569201 - Update - Public Interest Certificate - Homeaffairs.gov.au [SEC=OFFICIAL]
Attachments: Attachment B - PIC Certificate - RRAP Procurement - Update to AusTender ID.docx; EC24-002501 | Public Interest Certificate for the Return and Reintegration Assistance Program Procurement : Corporate Documents [SEC=OFFICIAL:Sensitive]

OFFICIAL

OFFICIAL

From: s. 22(1)(a)(ii)
Sent: Monday, 13 May 2024 2:13 PM
To: s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Cc: Procurement Policy <Procurement.Policy@homeaffairs.gov.au>
Subject: FW: update live- RITM0569201 - Update - Public Interest Certificate - Homeaffairs.gov.au [SEC=OFFICIAL]

OFFICIAL

Hi s. 22(1)(a)(ii)

I obtained a resigned PIC, are you able to publish this on the intranet?
Should the date as commented by Martine be today's date or left as original 10 May 2024?

Also I think Comms team need to update the search text for the pic as the spelling is not correct, [Search \(homeaffairs.gov.au\)](#):

🏠 Home Affairs

Tit Public Interest Certificate 10 May 2024 - PDF

Dis This certificate is issued under section 22(1) of the Government Procurement (Judicial Review) Act 2 (JR) Act).

Open in a new tab ↗

Let me know if I need to do anything else.

Regards,

s. 22(1)(a)(ii)
Assistant Director

Released by Department of Home Affairs
under the Freedom of Information Act 1982

Immigration, National Security and Resilience Group – Account Manager
Procurement and Contracts Support Branch | Procurement, Property and Contracts Division
Chief Operating Officer (COO) Group
Department of Home Affairs
Phone: s. 22(1)(a)(ii)

Email: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)



Australian Government
Department of Home Affairs

OFFICIAL

From: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>
Sent: Friday, 10 May 2024 3:29 PM
To: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>
Cc: Procurement Policy <s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>; s. 22(1)(a)(ii) [@HOMEAFFAIRS.GOV.AU](mailto:s.22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU)>
Subject: RE: update live- RITM0569201 - Update - Public Interest Certificate - Homeaffairs.gov.au [SEC=OFFICIAL]

OFFICIAL

Thanks s. 22(1)(a)(ii)

s. 22(1)(a)(ii)
Acting Assistant Secretary
Procurement and Contracts Support Branch | Procurement, Property and Contracts Division
Chief Operating Officer Group
Department of Home Affairs
Telephone: s. 22(1)(a)(ii)
Email: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)

OFFICIAL

From: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>
Sent: Friday, 10 May 2024 3:23 PM
To: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>
Cc: Procurement Policy <Procurement.Policy@homeaffairs.gov.au>; s. 22(1)(a)(ii) [@HOMEAFFAIRS.GOV.AU](mailto:s.22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU)>
Subject: update live- RITM0569201 - Update - Public Interest Certificate - Homeaffairs.gov.au [SEC=OFFICIAL]

OFFICIAL

Hi,

Update is live now. Please see below link.

Regards

s. 22(1)(a)(ii)

A/g Assistant Director
Procurement Policy and Professionalisation Section
Procurement and Contracts Support Branch
Procurement Property & Contracts Division
Department of Home Affairs
Telephone: s. 22(1)(a)(ii)
Email: s. 22(1)(a)(ii) @homeaffairs.gov.au



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OFFICIAL

From: Web Services <s. 22(1)(a)(ii) @homeaffairs.gov.au>
Sent: Friday, 10 May 2024 3:04 PM
To: s. 22(1)(a)(ii) @homeaffairs.gov.au
Subject: RE: For test & approval - RITM0569201 - Update - Public Interest Certificate - Homeaffairs.gov.au [SEC=OFFICIAL]

OFFICIAL

Hi s. 22(1)(a)(ii),

This update is now live.

<https://www.homeaffairs.gov.au/help-and-support/how-to-engage-us/contracts-and-tenders>
<https://www.homeaffairs.gov.au/how-to-engage-us-subsite/files/pic-10052024.pdf>

Kind regards,

s. 22(1)(a)(ii) - Web Publisher
Website Operations, Development & Enhancements Section
Service Delivery Operations Branch | Service Design & Delivery Programs Division
Immigration Operations, Immigration Group
Department of Home Affairs

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under the Freedom of Information Act 1982



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OFFICIAL

From: S. 22(1)(a)(ii) <[S. 22\(1\)\(a\)\(ii\)@homeaffairs.gov.au](mailto:S. 22(1)(a)(ii)@homeaffairs.gov.au)>
Sent: Friday, 10 May 2024 2:39 PM
To: Web Services <[S. 22\(1\)\(a\)\(ii\)@homeaffairs.gov.au](mailto:S. 22(1)(a)(ii)@homeaffairs.gov.au)>
Cc: Procurement Policy S. 22(1)(a)(ii) <[S. 22\(1\)\(a\)\(ii\)@homeaffairs.gov.au](mailto:S. 22(1)(a)(ii)@homeaffairs.gov.au)>; S. 22(1)(a)(ii) <[S. 22\(1\)\(a\)\(ii\)@homeaffairs.gov.au](mailto:S. 22(1)(a)(ii)@homeaffairs.gov.au)>; S. 22(1)(a)(ii) <[S. 22\(1\)\(a\)\(ii\)@HOMEAFFAIRS.GOV.AU](mailto:S. 22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU)>
Subject: FW: For test & approval - RITM0569201 - Update - Public Interest Certificate - Homeaffairs.gov.au [SEC=OFFICIAL]

OFFICIAL

Hi team,

Please see below approval for publication of the PIC.

Thanks

S. 22(1)(a)(ii)

A/g Assistant Director

Procurement Policy and Professionalisation Section

Procurement and Contracts Support Branch

Procurement Property & Contracts Division

Department of Home Affairs

Telephone: S. 22(1)(a)(ii)

Email: S. 22(1)(a)(ii) <[S. 22\(1\)\(a\)\(ii\)@homeaffairs.gov.au](mailto:S. 22(1)(a)(ii)@homeaffairs.gov.au)>



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From: S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Sent: Friday, 10 May 2024 2:33 PM
To: S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Subject: RE: For test & approval - RITM0569201 - Update - Public Interest Certificate - Homeaffairs.gov.au
[SEC=OFFICIAL]

OFFICIAL

Hi [REDACTED],

I have reviewed the information at the link against the Checklist for Approvers.

Approved to publish live.

Regards

S. 22(1)(a)(ii)

[REDACTED]
Acting Assistant Secretary
Procurement and Contracts Support Branch | Procurement, Property and Contracts Division
Chief Operating Officer Group
Department of Home Affairs
Telephone: S. 22(1)(a)(ii) [REDACTED]
Email: S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>

OFFICIAL

From: S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Sent: Friday, 10 May 2024 2:28 PM
To: S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Cc: Procurement Policy S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Subject: For test & approval - RITM0569201 - Update - Public Interest Certificate - Homeaffairs.gov.au
[SEC=OFFICIAL]

OFFICIAL

Hi [REDACTED],

Please see below test link for publication of the PIC for Provision of services for the Return and Reintegration Assistance Program (RRAP)- HOMEAFFAIRS/2095/RFT

Return email with your approval to publish live and I will progress with Web Services.

Thanks

S. 22(1)(a)(ii)

A/g Assistant Director
Procurement Policy and Professionalisation Section
Procurement and Contracts Support Branch

Released by Department of Home Affairs
under the Freedom of Information Act 1982

Procurement Property & Contracts Division
Department of Home Affairs
Telephone: s. 22(1)(a)(ii)
Email: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)



The Department of Home Affairs and the Australian Border Force acknowledge the Traditional Custodians throughout Australia and their continuing connection to land, sea and the community. We pay respect to all Aboriginal and Torres Strait Islander peoples, their cultures and to their Elders past and present.

OFFICIAL

From: Web Services s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>
Sent: Friday, 10 May 2024 2:20 PM
To: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>
Cc: Web Services s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>
Subject: RITM0569201 - Update - Public Interest Certificate - Homeaffairs.gov.au [SEC=OFFICIAL]

OFFICIAL

Hi s. 22(1)(a)(ii),

Your changes are now in test for review and approval.

The approver is responsible and accountable for the release of this information on our website. You must ensure that:

- The approver reviews and complies with the attached [Checklist for approvers](#)
- The content and attachments are appropriate for public release
- There is no personally identifiable, classified, or sensitive information or data in the content or attachments

See the test link below:

Page - <https://authors.homeaffairs.gov.au/help-and-support/how-to-engage-us/contracts-and-tenders>

PDF - <https://authors.homeaffairs.gov.au/how-to-engage-us-subsite/files/pic-10052024.pdf>

If these changes are correct, please forward this email to the owner **SESB1** for approval to publish live. Additional approval at the Band 2 level is required for any content submitted for publication on a Departmental website that could be considered sensitive or politically inclined. **Approval will not be accepted if supplied in a separate email trail.**

Ensure you 'Reply all' in your response, and do not remove any internal or system-generated recipients. If no response is received within 2 weeks of this email, the changes may be reverted and the request cancelled.

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s. 22(1)(a)(ii) - Web Publisher

Website Operations, Development & Enhancements Section

Service Delivery Operations Branch | Service Design & Delivery Programs Division

Immigration Operations, Immigration Group

Department of Home Affairs



The Department of Home Affairs and the Australian Border Force acknowledge the Traditional Custodians throughout Australia and their continuing connection to land, sea and the community. We pay respect to all Aboriginal and Torres Strait Islander peoples, their cultures and to their Elders past and present.

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under the *Freedom of Information Act 1982*

s. 22(1)(a)(ii)

From: s. 22(1)(a)(ii)
Sent: Wednesday, 4 September 2024 2:55 PM
To: s. 22(1)(a)(ii)
Subject: FW: Query regarding Security Classification [SEC=OFFICIAL]

OFFICIAL

OFFICIAL

From: Web Services s. 22(1)(a)(ii)@homeaffairs.gov.au>
Sent: Friday, 10 May 2024 3:58 PM
To: s. 22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU>
Cc: Web Services s. 22(1)(a)(ii)@homeaffairs.gov.au>
Subject: RE: Query regarding Security Classification [SEC=OFFICIAL]

OFFICIAL

Hi s. 22(1)(a)(ii)

Thanks for the update job [RITM0560478](#) has been closed.

Cheers

s. 22(1)(a)(ii) - Web Publisher
Website Operations, Development & Enhancements Section
Service Delivery Operations Branch | Service Design & Delivery Programs Division
Immigration Operations, Immigration Group
Department of Home Affairs



OFFICIAL

From: s. 22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU>
Sent: Friday, 10 May 2024 3:21 PM

Released by Department of Home Affairs
under the Freedom of Information Act 1982

To: Web Services S. 22(1)(a)(ii) @homeaffairs.gov.au>
Cc: S. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Subject: RE: Query regarding Security Classification [SEC=OFFICIAL]

OFFICIAL

Hi S. 22(1)(a)(ii)

Looks like ticket number [RITM0560478](#) can be closed as it looks like the PIC is being progress under RITM0569201 as per subject title of the attached email.

Regards,

S. 22(1)(a)(ii)
Assistant Director
Immigration, National Security and Resilience Group – Account Manager
Procurement and Contracts Support Branch | Procurement, Property and Contracts Division
Chief Operating Officer (COO) Group
Department of Home Affairs
Phone: S. 22(1)(a)(ii)

Email: S. 22(1)(a)(ii) @homeaffairs.gov.au



OFFICIAL

From: S. 22(1)(a)(ii)
Sent: Tuesday, 7 May 2024 4:30 PM
To: Web Services S. 22(1)(a)(ii) @homeaffairs.gov.au>
Cc: S. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Subject: RE: Query regarding Security Classification [SEC=OFFICIAL]

OFFICIAL

Hi S. 22(1)(a)(ii)

The PIC is now being organised for publishing by the Procurement Policy and Professionalisation Section, see attached email.

I provided them with the ticket reference for the team to use.

Regards,

S. 22(1)(a)(ii)
Assistant Director

Released by Department of Home Affairs
under the Freedom of Information Act 1982

Immigration, National Security and Resilience Group – Account Manager
Procurement and Contracts Support Branch | Procurement, Property and Contracts Division
Chief Operating Officer (COO) Group
Department of Home Affairs
Phone: s. 22(1)(a)(ii)

Email: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s. 22(1)(a)(ii)@homeaffairs.gov.au)



OFFICIAL

From: Web Services s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s. 22(1)(a)(ii)@homeaffairs.gov.au)>
Sent: Tuesday, 7 May 2024 4:25 PM
To: Web Services s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s. 22(1)(a)(ii)@homeaffairs.gov.au); s. 22(1)(a)(ii) [@HOMEAFFAIRS.GOV.AU](mailto:s. 22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU)>
Cc: s. 22(1)(a)(ii) [@HOMEAFFAIRS.GOV.AU](mailto:s. 22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU)>
Subject: RE: Query regarding Security Classification [SEC=OFFICIAL]

OFFICIAL

Hi s. 22(1)(a)(ii),

Is there any update regarding this job?

Many thanks,

s. 22(1)(a)(ii) (she/her)
Web Publisher
Website Operations, Development & Enhancements Section
Service Delivery Operations Branch | Service Design & Delivery Programs Division
Immigration Operations, Immigration Group
Department of Home Affairs
E: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s. 22(1)(a)(ii)@homeaffairs.gov.au)
s. 22(1)(a)(ii)



The Department of Home Affairs and the Australian Border Force acknowledge the Traditional Custodians throughout Australia and their continuing connection to land, sea and the community. We pay respect to all Aboriginal and Torres Strait Islander peoples, their cultures and to their Elders past and present.

OFFICIAL

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under the Freedom of Information Act 1982

From: Web Services S. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:homeaffairs.gov.au)>
Sent: Wednesday, 24 April 2024 5:10 PM
To: Web Services S. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:homeaffairs.gov.au)>; S. 22(1)(a)(ii) [@HOMEAFFAIRS.GOV.AU](mailto:HOMEAFFAIRS.GOV.AU)>
Cc: S. 22(1)(a)(ii) [@HOMEAFFAIRS.GOV.AU](mailto:HOMEAFFAIRS.GOV.AU)>
Subject: RE: Query regarding Security Classification [SEC=OFFICIAL]

OFFICIAL

Thanks for the chat S. 22(1)(a)(ii) ,

As discussed, happy to wait for Procurement Policy to prepare the content for publishing.
Please pass on to the team the ticket number: [RITM0560478](#)

When the content is ready, the team will need to email Web Services using the above ticket number with all required attachments for the request.

S. 22(1)(a)(ii) – FYI

Kind regards,

S. 22(1)(a)(ii)

Web Publisher, Website Operations Development and Enhancements section
Service Delivery Operations Branch | Service Design and Delivery Programs Division
Immigration Operations, Immigration Group
Department of Home Affairs
P: S. 22(1)(a)(ii)
E: S. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:homeaffairs.gov.au)

[Digital Service Standard](#) | How to submit a [web publishing request](#)



OFFICIAL

From: Web Services S. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:homeaffairs.gov.au)>
Sent: Wednesday, 24 April 2024 4:51 PM
To: S. 22(1)(a)(ii) [@HOMEAFFAIRS.GOV.AU](mailto:HOMEAFFAIRS.GOV.AU)>; Web Services S. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:homeaffairs.gov.au)>
Cc: S. 22(1)(a)(ii) [@HOMEAFFAIRS.GOV.AU](mailto:HOMEAFFAIRS.GOV.AU)>
Subject: RE: Query regarding Security Classification [SEC=OFFICIAL]

Released by Department of Home Affairs
under the Freedom of Information Act 1982

OFFICIAL

Hi s. 22(1)(a)(ii)

Apologies, I missed this email on Tuesday.

Before I close off this ticket, can I please confirm that you have spoken with s. 22(1)(a)(ii) regarding closing off the ticket? Noting that a request for accessible PDF and track changes document was sent by another publisher on Monday.

Kind regards,

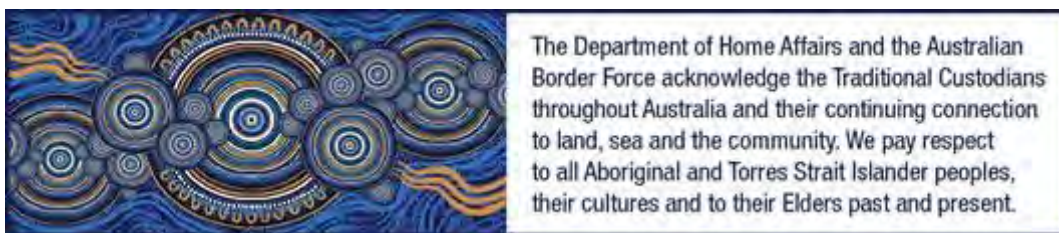
s. 22(1)(a)(ii)

Web Publisher, Website Operations Development and Enhancements section
Service Delivery Operations Branch | Service Design and Delivery Programs Division
Immigration Operations, Immigration Group
Department of Home Affairs

P: s. 22(1)(a)(ii)

E: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)

[Digital Service Standard](#) | How to submit a [web publishing request](#)



OFFICIAL

From: s. 22(1)(a)(ii) [@HOMEAFFAIRS.GOV.AU](mailto:s.22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU)>
Sent: Tuesday, 23 April 2024 3:10 PM
To: Web Services s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>
Subject: RE: Query regarding Security Classification [SEC=OFFICIAL]

OFFICIAL

Hi s. 22(1)(a)(ii)

Can you cancel this ticket request, I'll be progress via an alternate route following our internal processes?

Regards,

s. 22(1)(a)(ii)
A/g Director

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under the Freedom of Information Act 1982

Immigration, National Security and Resilience Group – Account Manager
Procurement and Contracts Support Branch | Procurement, Property and Contracts Division
Chief Operating Officer (COO) Group
Department of Home Affairs
Phone: s. 22(1)(a)(ii)

Email: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)



OFFICIAL

From: s. 22(1)(a)(ii)
Sent: Monday, 22 April 2024 11:10 AM
To: Web Services s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>
Subject: RE: Query regarding Security Classification [SEC=OFFICIAL]

OFFICIAL

Thank you s. 22(1)(a)(ii).

I've submitted the request.
Submitted : 22-04-2024 11:09:29
Request Number : **REQ0547130**

Regards,

s. 22(1)(a)(ii)
Assistant Director
Immigration, National Security and Resilience Group – Account Manager
Procurement and Contracts Support Branch | Procurement, Property and Contracts Division
Chief Operating Officer (COO) Group
Department of Home Affairs
Phone: s. 22(1)(a)(ii)
Email: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)



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From: Web Services s. 22(1)(a)(ii) @homeaffairs.gov.au>
Sent: Monday, 22 April 2024 10:13 AM
To: s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>; Web Services s. 22(1)(a)(ii) @homeaffairs.gov.au>
Subject: RE: Query regarding Security Classification [SEC=OFFICIAL]

OFFICIAL

Hi s. 22(1)(a)(ii) ,

Happy to answer any questions you have prior to submitting a web publishing request.
You will however need to submit a web publishing request when your content is ready to have anything updated on the website.

Here's where you can submit a [Web Publishing and Service Request](#).
And here is some information for [Preparing and submitting a publishing request](#).

Let me know if there's anything I can assist with.

Kind regards,

s. 22(1)(a)(ii)

Web Publisher, Website Operations Development and Enhancements section
Service Delivery Operations Branch | Service Design and Delivery Programs Division
Immigration Operations, Immigration Group
Department of Home Affairs
P: s. 22(1)(a)(ii)
E: s. 22(1)(a)(ii) @homeaffairs.gov.au

[Digital Service Standard](#) | How to submit a [web publishing request](#)



OFFICIAL

From: s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Sent: Monday, 22 April 2024 9:56 AM
To: Web Services s. 22(1)(a)(ii) @homeaffairs.gov.au>
Subject: RE: Query regarding Security Classification [SEC=OFFICIAL]

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under the Freedom of Information Act 1982

OFFICIAL

Hi s. 22(1)(a)(ii)

Do I speak to you if I need a PIC to be published on 1 May 2024?

Regards,

s. 22(1)(a)(ii)

Assistant Director

Immigration, National Security and Resilience Group – Account Manager

Procurement and Contracts Support Branch | Procurement, Property and Contracts Division

Chief Operating Officer (COO) Group

Department of Home Affairs

Phone: s. 22(1)(a)(ii)

Email: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)



Australian Government

Department of Home Affairs

OFFICIAL

From: s. 22(1)(a)(ii)

Sent: Monday, 15 April 2024 12:14 PM

To: Web Services s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>

Subject: RE: Query regarding Security Classification [SEC=OFFICIAL]

OFFICIAL

Thank you s. 22(1)(a)(ii). Much appreciated.

Regards,

s. 22(1)(a)(ii)

Assistant Director

Immigration, National Security and Resilience Group – Account Manager

Procurement and Contracts Support Branch | Procurement, Property and Contracts Division

Chief Operating Officer (COO) Group

Department of Home Affairs

Phone: s. 22(1)(a)(ii)

Email: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)



Australian Government

Department of Home Affairs

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under the Freedom of Information Act 1982

OFFICIAL

From: Web Services S. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:S.22(1)(a)(ii)@homeaffairs.gov.au)>
Sent: Monday, 15 April 2024 12:00 PM
To: S. 22(1)(a)(ii) [@HOMEAFFAIRS.GOV.AU](mailto:S.22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU)>; Web Services S. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:S.22(1)(a)(ii)@homeaffairs.gov.au)>
Subject: RE: Query regarding Security Classification [SEC=OFFICIAL]

OFFICIAL

Hi S. 22(1)(a)(ii),

Thanks for your email.

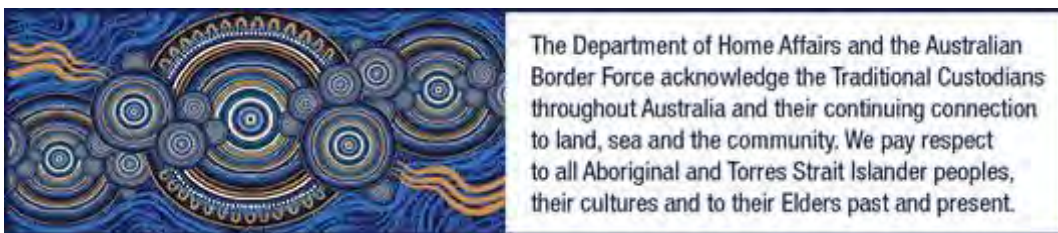
No security classification required. You will just need to ensure the formatting is consistent with the existing PICs and that they are accessible.

Kind regards,

S. 22(1)(a)(ii)

Web Publisher, Website Operations Development and Enhancements section
Service Delivery Operations Branch | Service Design and Delivery Programs Division
Immigration Operations, Immigration Group
Department of Home Affairs
P: S. 22(1)(a)(ii)
E: S. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:S.22(1)(a)(ii)@homeaffairs.gov.au)

[Digital Service Standard](#) | How to submit a [web publishing request](#)



OFFICIAL

From: S. 22(1)(a)(ii) [@HOMEAFFAIRS.GOV.AU](mailto:S.22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU)>
Sent: Monday, 15 April 2024 11:05 AM
To: Web Services S. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:S.22(1)(a)(ii)@homeaffairs.gov.au)>
Subject: Query regarding Security Classification [SEC=OFFICIAL]

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under the Freedom of Information Act 1982

OFFICIAL

Hi Web Team

I'm emailing to enquire into whether a security classification is required on a Public Interest Certificate to be published on this site, [Contracts and tenders \(homeaffairs.gov.au\)](https://www.homeaffairs.gov.au/contracts-tenders)?

Regards,

s. 22(1)(a)(ii)

Assistant Director

Immigration, National Security and Resilience Group – Account Manager

Procurement and Contracts Support Branch | Procurement, Property and Contracts Division

Chief Operating Officer (COO) Group

Department of Home Affairs

Phone: s. 22(1)(a)(ii)

Email: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)



Australian Government

Department of Home Affairs

OFFICIAL

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under the *Freedom of Information Act 1982*

s. 22(1)(a)(ii)

From: s. 22(1)(a)(ii)
Sent: Wednesday, 4 September 2024 2:55 PM
To: s. 22(1)(a)(ii)
Subject: FW: EC24-002501 | Public Interest Certificate for the Return and Reintegration Assistance Program Procurement : Corporate Documents [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

OFFICIAL: Sensitive

From: s. 22(1)(a)(ii)
Sent: Tuesday, 14 May 2024 2:17 PM
To: s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Subject: EC24-002501 | Public Interest Certificate for the Return and Reintegration Assistance Program Procurement : Corporate Documents [SEC=OFFICIAL:Sensitive]

SEC=OFFICIAL:Sensitive

Notification from the Parliamentary Document Management System (PDMS)

EXECUTIVE COMMUNICATION

Details: Martine COOPER has assigned EC24-002501 to s. 22(1)(a)(ii)
Document Type: Corporate Documents
Subject: Public Interest Certificate for the Return and Reintegration Assistance Program Procurement
PDR Link: [EC24-002501](#)
PDR Status: Cleared
Due for Clearance: 6/05/2024 5:00:00 PM
Due to Executive: 7/05/2024 5:00:00 PM
Responsible Area: IG - ICG - Character Cancellation & Case Resolution
Processing Instructions: Hi s. 22(1)(a)(ii), PIC has been updated with today's date. For progression. Thank you, Martine

Important Information on Secretary Taskings

Please do not close 'EC - Secretary Taskings' at the Group level. [Click here for further advice on how to workflow Secretary Taskings.](#)

Business Cases for Contractor, Consultancy or Recruitment

For details on how to workflow Business Cases in PDMS refer to the [PDMS Business Case page.](#)

Government Writing Classes

Enhance your writing skills with these free [Government Writing Courses](#).

Help with PDMS

For PDMS support contact the **PDMS Helpdesk** on s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:[REDACTED]@homeaffairs.gov.au) or check our [PDMS Team Site](#)

This is an automated mailbox. Please do not reply to this message.

CC Recipients:

s. 22(1)(a)(ii) [@HOMEAFFAIRS.GOV.AU](mailto:[REDACTED]@HOMEAFFAIRS.GOV.AU))

SEC=OFFICIAL:Sensitive

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under the Freedom of Information Act 1982

s. 22(1)(a)(ii)

From: s. 22(1)(a)(ii)
Sent: Wednesday, 4 September 2024 2:55 PM
To: s. 22(1)(a)(ii)
Subject: FW: For Approval of resigned PIC - HOMEAFFAIRS/2098/RFT - Return and Reintegration Assistance Program (RRAP) [SEC=OFFICIAL]
Attachments: PIC Certificate - RRAP Procurement.pdf; PIC- RRAP- Minutes.pdf; PIC - Web Publishing.docx

OFFICIAL

OFFICIAL

From: Procurement Policy s. 22(1)(a)(ii) @homeaffairs.gov.au>
Sent: Tuesday, 14 May 2024 3:31 PM
To: Martine COOPER s. 22(1)(a)(ii) @homeaffairs.gov.au>
Cc: Procurement Policy s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Subject: For Approval of resigned PIC - HOMEAFFAIRS/2098/RFT - Return and Reintegration Assistance Program (RRAP) [SEC=OFFICIAL]

OFFICIAL

Good afternoon Martine,

Please approve the below request to Web Publishing to action the publication of the Public Interest Certificate for HOMEAFFAIRS/2098/RFT as a high priority.

Please return email with your approval and I will action accordingly.

Good Afternoon Web Publishing

In reference to our **high priority** service request for publication of a Public Interest Certificate on the Home Affairs intranet for the multi stage approach to market HOMEAFFAIRS/2098/RFT for Provision of services for the Return and Reintegration Assistance Program (RRAP).

A public interest certificate is a document issued by the Secretary of the Department of Home Affairs (or their delegate) in accordance with section 22 of the Government Procurement (Judicial Review) Act 2018

RMG 422 – Appendix 1 - Issuing public interest certificates sets out the following requirements in relation to publication of a Public Interest Certificate

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under the Freedom of Information Act 1982

'Where an accountable authority issues a public interest certificate, the relevant Commonwealth entity is required to publish the public interest certificate on its website promptly and should notify affected suppliers in writing that a public interest certificate is in force'.

Thanks

s. 22(1)(a)(ii)

A/g Assistant Director
Procurement Policy and Professionalisation Section
Procurement and Contracts Support Branch
Procurement Property & Contracts Division
Department of Home Affairs
Telephone: s. 22(1)(a)(ii)
Email: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)



The Department of Home Affairs and the Australian Border Force acknowledge the Traditional Custodians throughout Australia and their continuing connection to land, sea and the community. We pay respect to all Aboriginal and Torres Strait Islander peoples, their cultures and to their Elders past and present.

OFFICIAL

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under the *Freedom of Information Act 1982*

s. 22(1)(a)(ii)

From: s. 22(1)(a)(ii)
Sent: Wednesday, 4 September 2024 2:53 PM
To: s. 22(1)(a)(ii)
Subject: FW: RITM0570961 - PIC Certificate -RRAP - homeaffairs [SEC=OFFICIAL]

OFFICIAL

OFFICIAL

From: Martine COOPER s. 22(1)(a)(ii) @homeaffairs.gov.au>
Sent: Tuesday, 14 May 2024 4:58 PM
To: S. 22(1)(a)(ii) @homeaffairs.gov.au>
Cc: S. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Subject: RE: RITM0570961 - PIC Certificate -RRAP - homeaffairs [SEC=OFFICIAL]

OFFICIAL

Thank you, approved.

Thank you
Martine

Martine Cooper
Assistant Secretary
Procurement and Contracts Support Branch
Procurement, Property and Contracts Division
Chief Operating Officer Group
Department of Home Affairs
P s. 22(1)(a)(ii) | E s. 22(1)(a)(ii)@homeaffairs.gov.au



The Department of Home Affairs and the Australian Border Force acknowledge the Traditional Custodians throughout Australia and their continuing connection to land, sea and the community. We pay respect to all Aboriginal and Torres Strait Islander peoples, their cultures and to their Elders past and present.

OFFICIAL

Released by Department of Home Affairs
under the Freedom of Information Act 1982

From: S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Sent: Tuesday, 14 May 2024 4:56 PM
To: Martine COOPER S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Cc: S. 22(1)(a)(ii) <[REDACTED]@HOMEAFFAIRS.GOV.AU>
Subject: RITM0570961 - PIC Certificate -RRAP - homeaffairs [SEC=OFFICIAL]

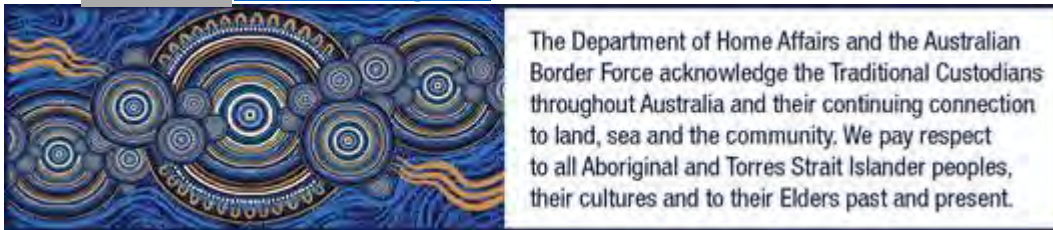
OFFICIAL

Hi Martine,

Please see below test link for publication of the PIC.
Return email with your approval to publish live and I will progress with Web Services.

Regards
S. 22(1)(a)(ii)

A/g Assistant Director
Procurement Policy and Professionalisation Section
Procurement and Contracts Support Branch
Procurement Property & Contracts Division
Department of Home Affairs
Telephone: S. 22(1)(a)(ii)
Email: S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>



OFFICIAL

From: Web Services S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Sent: Tuesday, 14 May 2024 4:52 PM
To: S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Cc: Web Services S. 22(1)(a)(ii) <[REDACTED]@homeaffairs.gov.au>
Subject: RITM0570961 - PIC Certificate -RRAP - homeaffairs [SEC=OFFICIAL]

OFFICIAL

Hi S. 22(1)(a)(ii),

Your changes are now in test for review and approval.

The approver is responsible and accountable for the release of this information on our website. You must ensure that:

Released by Department of Home Affairs
under the Freedom of Information Act 1982

- the approver reviews and complies with the [Checklist for authors and approvers](#)
- the approver has authority over the content being published, and is in the correct position to approve the changes
- the content and attachments are appropriate for public release
- there is no personally identifiable, classified, or sensitive information or data in the content or attachments.

See the test link below:

- <https://authors.homeaffairs.gov.au/help-and-support/how-to-engage-us/contracts-and-tenders>
- <https://authors.homeaffairs.gov.au/how-to-engage-us-subsite/files/pic-14052024.pdf>

Upon approval, unpublish:

- <https://www.homeaffairs.gov.au/how-to-engage-us-subsite/files/pic-10052024.pdf>

If these changes are correct, please forward this email to the owner **SESB1** for approval to publish live. Additional approval at the Band 2 level is required for any content submitted for publication on a Departmental website that could be considered sensitive or politically inclined. **Approval will not be accepted if supplied in a separate email trail.**

Ensure you 'Reply all' in your response, do not remove the RITM reference number from the subject line, and do not remove any internal or system-generated recipients. If no response is received within 2 weeks of this email, the changes may be reverted and the request cancelled.

Many thanks,

S. 22(1)(a)(ii)

Web Publisher

Website Operations, Development & Enhancements Section

Service Delivery Operations Branch | Service Design & Delivery Programs Division

Immigration Operations, Immigration Group

Department of Home Affairs

E: S. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:S.22(1)(a)(ii)@homeaffairs.gov.au)

S. 22(1)(a)(ii)



The Department of Home Affairs and the Australian Border Force acknowledge the Traditional Custodians throughout Australia and their continuing connection to land, sea and the community. We pay respect to all Aboriginal and Torres Strait Islander peoples, their cultures and to their Elders past and present.

OFFICIAL

Released by Department of Home Affairs
under the Freedom of Information Act 1982



OFFICIAL: Sensitive

Minute

To: Assistant Secretary, Procurement and Contracts Support Branch

Cc: First Assistant Secretary, Character, Cancellation and Case Resolution Division
Chief Procurement Officer (CPO)

Date: 3 May 2024

Ref No: EC24-002501

Issuing a Public Interest Certificate for the HOMEAFFAIRS/2098/RFT - Return and Reintegration Assistance Program Procurement

Timing

Seeking your approval by COB 07 May 2024 to enable publication of the Public Interest Certificate (PIC) before the Request for Tender (RFT) is published on 10 May 2024.

Purpose

To:

1. Provide you with background and issues relevant to the recommendation for the Department of Home Affairs (the Department) to issue a PIC for the Return and Reintegration Assistance Program (RRAP) procurement.
2. Seek your agreement, as a delegate of the Accountable Authority (the Secretary of the Department), that a PIC should be issued for the RRAP procurement.
3. Recommend that you sign and issue the attached PIC (Attachment A), as a delegate of the Accountable Authority by COB 06 May 2024, so that the PIC is issued and published on 10 May 2024, to coincide with the RFT being published on AusTender.

Background

4. As a Certificate Officer, under section 22 of the Government Procurement (Judicial Review) Act 2018 (GP (JR) Act), and as delegated by the Accountable Authority, you may issue a PIC stating it is not in the public interest for the RRAP procurement to be suspended while an injunction application is being considered or a complaint is being investigated under Part 2 or section 18 of the GP (JR) Act, respectively.

OFFICIAL: Sensitive

5. RRAP assists eligible non-citizens who wish to voluntarily depart Australia or a Regional Processing Country (RPC), but require assistance to do so. By facilitating voluntary departure, the department assists a variety of non-citizen groups, including certain bridging visa holders and unauthorised maritime arrivals (UMAs) to resolve their immigration status in a timely manner.
6. On 7 June 2023, the Chief Procurement Officer (CPO) approved a request to extend the current contracts with Serco (operating as Homeward) and International Organization for Migration (IOM) by variation taking the expiry date of both contracts to end on 30 June 2024.
7. On 16 April 2024, the CPO provided endorsement for two contract extensions by variation until 31 December 2024, with the existing service providers. These contract extensions include a further two extension options of up to three months each, to be exercised at the Department's sole discretion and only if required. This will enable the conduct of a robust procurement process through an open tender approach to market. The business area is now consulting with internal legal on the Deed of Variations for these contract extensions.
8. The Department is expecting to release this RFT on 10 May 2024.

Issues

9. If the Department receives a complaint from a supplier under the GP (JR) Act that it has contravened, is currently contravening, or may contravene the Commonwealth Procurement Rules (CPRs), the procurement must be suspended while the complaint is investigated unless a PIC has been issued for the procurement.
10. Under the GP (JR) Act, the provisions setting out who is able to lodge a complaint are broad. Those provisions potentially capture a supplier who has an existing contract with the Commonwealth, a tenderer who has submitted a response to an approach to market (ATM), and extends to potential suppliers who may respond to an ATM. Under the GP (JR) Act, following the lodgement of a complaint to an entity, a supplier can also apply to the Federal Court for an injunction which can further put the procurement process 'on hold' causing further delay, if a PIC is not in place.
11. A PIC can be issued at any stage of a procurement process, including after a complaint is received. However, if the department does not issue a PIC at the beginning of the RFT process, there is a potential timing risk which may result in the procurement being suspended until a PIC is issued. Any delay may have a significant impact on establishing the delivery of services under this program.
12. The Department of Finance's RMG 422 provides guidance on the issuing of PICs relating to procurements undertaken by Commonwealth entities that are subject to the CPRs. It provides that a PIC should only be issued where suspending the procurement would have an adverse impact on the public interest that exceeds the right of the aggrieved supplier to have the procurement suspended. It is a matter of judgement for the Accountable Authority (or their delegate) to weigh the relative merits of these competing interests, which will depend on a range of factors, including, but not limited to:
 - i. the purpose of the goods and services being procured;
 - ii. the scope, scale and risk of the covered procurement;
 - iii. the criticality of timing for the covered procurement;

- iv. linkages and interdependencies with other processes, potentially including other non-procurement processes; and
 - v. the scale and scope of any alleged contravention of the relevant CPRs and the potential materiality of that alleged contravention on the interests of the aggrieved supplier.
13. This Minute recommends that it is in the public interest for the Department to issue a PIC. Part of the Government's reform agenda is to resolve the status of non-citizens who have exhausted all avenues to remain in Australia, including those affected by the NZYQ High Court decision. The RRAP aligns to this agenda by extending returns support to a cohort of non-citizens (including UMAs and the NZYQ cohort) who currently are or may become intractable.
14. Under RRAP, service providers support the Department in its efforts to settle the immigration status of people who have no lawful basis to remain in Australia. It is in the best interest of these individuals to cooperate with the department, return home voluntarily and reintegrate into their country of return. Given the nature of the services, it is not in the public interest for the department to have a gap in the provision of service.
15. If a PIC is issued, the procurement process would not be required to be suspended in the event of a complaint, however a potential supplier may still have a remedy under the GP (JR) Act if a contravention of the CPRs is found to have occurred.
16. Such a remedy could include the Department having to pay a potential supplier the amount of reasonable expenditure incurred by the potential supplier in preparing a response for the procurement, making a complaint and making any reasonable attempts to resolve the complaint.
17. While a PIC can be issued at any stage of a procurement process, this Minute recommends a PIC be issued before 10 May 2024, for the RRAP procurement in order to mitigate the risks outlined above. If a PIC is in force for the procurement and a complaint is received, it will allow the procurement to proceed while that complaint is investigated, thereby enabling the Department to act with certainty and in compliance with its obligations. It should also be noted that even if a PIC is in place, the Department could potentially elect to suspend the procurement process at the time of receiving a complaint having regard to the nature of the complaint and the prospects of a service gap.

Consultation

Commercial, Employment and Information Law Branch, Procurement and Contracts Support Branch and Sparke Helmore, external legal advisor for the RRAP Procurement Project.

Recommendations

It is recommended that you:

- a. **Note** the background and issues relevant to the recommendation to issue a PIC for the RRAP procurement.

Noted

- b. **Agree** that a PIC should be issued for the RRAP procurement for the reasons set out in this Minute.

Agreed

- c. **Sign** the attached PIC as a delegate of the Accountable Authority.

Approved

- d. If signed, approve the **publishing** of the signed PIC on the Department's website.

Approved

s. 22(1)(a)(ii)



s. 22(1)(a)(ii)

Senior Director

Resettlement and Support Programs Branch

14 May 2024

Martine Cooper

Assistant Secretary

Procurement and Contracts Support Branch

14 May 2024

Contact Officer: s. 22(1)(a)(ii)

Division/branch: Resettlement and Support Programs Branch, Character, Cancellation and Case Resolution Division

Phone: s. 22(1)(a)(ii)

Attachment:

Attachment A – Public Interest Certificate (for consideration and signature)

Report Title: Procurement Enquiries & Services Details
Run Date and Time: 13-05-2024 13:49:34 Australian Eastern Standard Time (New South Wales)
Run by: s. 22(1)(a)(ii)
Table name: u_proc_enquiry

Procurement Enquiries & Services

Number:	PRN0021126	Priority:	4 - Low
Requestor:	s. 22(1)(a)(ii)	Status:	Closed
Requestor Business phone:	s. 22(1)(a)(ii)	On hold reason:	
Requestor Email:	s. 22(1)(a)(ii) @HOMEAFFAI RS.GOV.AU	Escalated:	false
Requestor Cost center:	s. 22(1)(a)(ii)	Assignment group:	Immigration and National Security and Resilience
Requestor Description:	RETURN & REINTEG ASSIS PROGRAMS <CC_S>	Assigned to:	s. 22(1)(a)(ii)

Short description of enquiry:

Public Interest Certificate

Additional information:

We are seeking next steps on how to publish the PIC for the RRAP Procurement. A Minute has been drafted in PDMS. We intend to release our RFT March 2024 and would like the PIC to be in place before the RFT is released.

Procurement details

Procurement type:	Procurement (Other)	Estimated procurement timeframe:	1 - 3 months
Procurement group:	Immigration	Procurement team members:	More than 1
Procurement category:	Procurement	Politically sensitive:	Yes
Procurement subcategory:	Other procurement related enquiry	Service Offering Level:	
Proposed procurement methodology:	Open tender	Cost centre:	
Estimated procurement value (AUD inc. GST):	s. 47(1)(b)	WBS code:	
Estimated contract duration:	7 years	TRIM reference:	
		Parent enquiry:	

Information classification

Information classification:	Official - Sensitive
Personal - Privacy:	false
Legal - Privilege:	false
Legislative - Secrecy:	false
Sub class:	No Caveat required

Notes

Work notes list:

Watch list:

Work notes:

13-05-2024 13:49:23 - s. 22(1)(a)(ii) (Work notes)
Closing this ticket as the PIC has been published.

Additional comments:

Resolution

Resolution notes:

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under the *Freedom of Information Act 1982*

From: [Connected Services Support](#)
To: s. 22(1)(a)(ii)
Cc: s. 22(1)(a)(ii); [INSR Procurement](#)
Subject: PRN0021126 - Public Interest Certificate [SEC=OFFICIAL]
Date: Monday, 11 December 2023 10:36:19 AM

Hi s. 22(1)(a)(ii)

Next steps is to send to our team for review, we will facilitate this on your behalf.
Can you assign the PDMS number to me as a user when you're ready for us to review.

Timeframe:

Best to wait until closer to the RFT release before we can progress this further with Martine.
Generally, we would recommend 1-2 weeks out from the RFT publish date to ensure its
approved and issued in time.

Please note once the Public Interest Certificate (PIC) is issued, it will need to be published on the
Department website, so we generally recommend the same day the RFT is released to market. It
is also worth mentioning the PIC will be published on AusTender along with your RFT package.

Also if you haven't seen this already seen this document already, please see the PIC factsheet
(ADD2019/2194140) for further guidance.

Regards,

s. 22(1)(a)(ii)

Ref:MSG17667661_PwJkPg3UPKoPIC4jU7u

From: s. 22(1)(a)(ii)
To: [RRAP Procurement](#)
Cc: s. 22(1)(a)(ii)
Subject: RE: PRN0021126 - Public Interest Certificate [SEC=OFFICIAL]
Date: Monday, 11 December 2023 10:53:47 AM

OFFICIAL

Thank you s. 22(1)(a)(ii) will do.

Team – FYI.

OFFICIAL

From: Connected Services Support s. 22(1)(a)(ii)@homeaffairs.gov.au>
Sent: Monday, 11 December 2023 10:36 AM
To: s. 22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU>
Cc: s. 22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU>; INSR Procurement
s. 22(1)(a)(ii)@homeaffairs.gov.au>
Subject: PRN0021126 - Public Interest Certificate [SEC=OFFICIAL]

Hi s. 22(1)(a)(ii)

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Regards,

s. 22(1)(a)(ii)

Ref:MSG17667661_PwJkPg3UPKoPIC4jU7u

From: [RRAP Procurement](#)
To: s. 22(1)(a)(ii)
Cc: [RRAP Procurement](#)
Subject: RE: PRN0021126 - Public Interest Certificate [SEC=OFFICIAL]
Date: Monday, 18 December 2023 10:22:26 AM

OFFICIAL

Hi s. 22(1)(a)(ii)

As discussed we have updated the PIC and Minute and have assigned to your team for review ☺

Thanks for your help!

s. 22(1)(a)(ii)

OFFICIAL

From: s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Sent: Monday, 11 December 2023 10:54 AM
To: RRAP Procurement s. 22(1)(a)(ii) @homeaffairs.gov.au>
Cc: s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Subject: RE: PRN0021126 - Public Interest Certificate [SEC=OFFICIAL]

OFFICIAL

Thank you s. 22(1)(a)(ii) will do.

Team – FYI.

OFFICIAL

From: Connected Services Support s. 22(1)(a)(ii) [.homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>
Sent: Monday, 11 December 2023 10:36 AM
To: s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Cc: s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>; INSR Procurement
s. 22(1)(a)(ii) @homeaffairs.gov.au>
Subject: PRN0021126 - Public Interest Certificate [SEC=OFFICIAL]

Hi s. 22(1)(a)(ii)

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Regards,

s. 22(1)(a)(ii)

Ref:MSG17667661_PwJkPg3UPKoPIC4jU7u

From: [RRAP Procurement](#)
To: s. 22(1)(a)(ii)
Subject: RE: PRN0021126 - Public Interest Certificate [SEC=OFFICIAL]
Date: Monday, 18 December 2023 11:42:49 AM

OFFICIAL

Easy! Thank you

OFFICIAL

From: s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Sent: Monday, 18 December 2023 10:38 AM
To: RRAP Procurement s. 22(1)(a)(ii) @homeaffairs.gov.au>
Subject: RE: PRN0021126 - Public Interest Certificate [SEC=OFFICIAL]

OFFICIAL

Thanks s. 22(1)(a)(ii)

s. 22(1)(a)(ii) has now assigned EC23-001659 to me.

Regards,

s. 22(1)(a)(ii)

OFFICIAL

From: RRAP Procurement s. 22(1)(a)(ii) @homeaffairs.gov.au>
Sent: Monday, 18 December 2023 10:22 AM
To: s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Cc: RRAP Procurement s. 22(1)(a)(ii) @homeaffairs.gov.au>
Subject: RE: PRN0021126 - Public Interest Certificate [SEC=OFFICIAL]

OFFICIAL

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OFFICIAL

From: s. 22(1)(a)(ii) <[s.22\(1\)\(a\)\(ii\)@HOMEAFFAIRS.GOV.AU](mailto:s.22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU)>
Sent: Monday, 11 December 2023 10:54 AM
To: RRAP Procurement s. 22(1)(a)(ii) <[s.22\(1\)\(a\)\(ii\)@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>
Cc: s. 22(1)(a)(ii) <[s.22\(1\)\(a\)\(ii\)@HOMEAFFAIRS.GOV.AU](mailto:s.22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU)>
Subject: RE: PRN0021126 - Public Interest Certificate [SEC=OFFICIAL]

OFFICIAL

Thank you s. 22(1)(a)(ii) will do.

Team – FYI.

OFFICIAL

From: Connected Services Support s. 22(1)(a)(ii) <[s.22\(1\)\(a\)\(ii\)@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>
Sent: Monday, 11 December 2023 10:36 AM
To: s. 22(1)(a)(ii) <[s.22\(1\)\(a\)\(ii\)@HOMEAFFAIRS.GOV.AU](mailto:s.22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU)>
Cc: s. 22(1)(a)(ii) <[s.22\(1\)\(a\)\(ii\)@HOMEAFFAIRS.GOV.AU](mailto:s.22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU)>; INSR Procurement s. 22(1)(a)(ii) <[s.22\(1\)\(a\)\(ii\)@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)>
Subject: PRN0021126 - Public Interest Certificate [SEC=OFFICIAL]

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