

Asia Pacific Internet Development Trust

**Request for Tenders for transfer of
IPv4 Address Space**

Stage 2 – 43.128/10 (4,194,304 IPv4 Addresses available in 16 Blocks of 262,144)

Tenders Due by 17:00 AEST (UTC+10) on 31 August 2020

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Part 1 Introduction

1. Background to APIDT and Request for Tenders Process

APIDTT Pty Ltd ACN 638 389 072 in its capacity as trustee for the Asia Pacific Internet Development Trust (**APIDT**) (apitd.org) is seeking Tenders for the transfer of IPv4 address space in the ranges of 43/9, 43.128/10, and 43.192/11.

The Asia Pacific Internet Development Trust was established to fund Internet development initiatives in the Asia Pacific region, including technical skills development and capacity building, improvements to critical Internet infrastructure, supporting research and development, and improving the community's capability to build an open, global, stable and secure Internet.

APIDT is a joint initiative of the WIDE Project and APNIC. The sale of the transferred address space will provide the initial capital funding for APIDT. The proceeds of the fund will support the aims of the Trust.

On 25 March 2020 APIDT announced that on 25 March 2020 it had received a transfer of a range of historical IPv4 address space, from WIDE Project, Japan, on two conditions: that it be offered for sale on the IPv4 address market, and that the proceeds be used in support of Internet development in the Asia Pacific region. On 11 May 2020 APIDT published the [APIDT Address Space Request for Tenders Process](#)

The Request for Tenders Process is being conducted by APIDT in accordance with the:

- [APIDT Address Space Request for Tenders Process](#); and
- Objects of the APIDT as set out in clause 3 of the APIDT Trust Deed, available at <https://www.apidt.org/wp-content/uploads/2020/03/apid-trust-deed.pdf>

The Address Space transferred to APIDT is the remaining historical IPv4 space within 43/8, a "Class A" block which was assigned by the IANA (the Internet Assigned Numbers Authority) to the WIDE Project in 1991. The transfer was performed under the [APNIC Historical Resource Transfer Policy](#).

The transferred space comprises three IPv4 address ranges: 43/9, 43.128/10 and 43.192/11, equivalent to seven-eighths of the original 43/8 block, or a total of 14,680,064 IPv4 addresses.

In each Stage, the available Address Space will be subdivided into Blocks and Tenderers may Tender for one or more of the Blocks (up to and including the Number of Blocks available), as follows.

Stage	Prefix	Block Size	Number of Blocks	Number of Addresses		Status
				Per Block	In Total	
1	43/9	/12	8	1,048,576	8,388,608	Complete
2	43.128/10	/14	16	262,144	4,194,304	This Stage
3	43.192/11	/16	32	65,536	2,097,152	Next Stage
Total					14,680,064	

Stage 1 of the RFT closed on 22 June 2020.

2. Tenderers' Checklist

Requirement	Reference	Complete
Tenderer has noted the Tender submission requirements and Closing Date and Time	Clause 2.2.1	<input type="checkbox"/>
Tenderer has completed the Tender Response Form at Schedule 2 to the RFT	Schedule 2 to the RFT	<input type="checkbox"/>
Tenderer is a member of an Applicable Registry as at 11 May 2020 or registration as a body corporate in a jurisdiction within the APNIC Service Region, AND has provided the name of the Applicable Registry and the Tenderer's membership number in its Tender Response Form or evidence of its registration as a body corporate in a jurisdiction within the APNIC Service Region	Clause 5.1	<input type="checkbox"/>
Tenderer has considered and executed the Tenderer's Statement of Agreement at Attachment 1 to Schedule 2 to the RFT Pack	Clause 12.1.1(a)	<input type="checkbox"/>
Tenderer has provided: <ul style="list-style-type: none"> a) confirmation of its pre-approval of sufficient size to accommodate its current holding and the Tendered Transfer Addresses specified in its Tender; or b) an application for pre-approval for such sufficient address space which is acceptable to the Applicable Registry 	Clause 12.1.1 (c)	<input type="checkbox"/>
Tenderer has included an executed copy of the Standards Transfer Agreement, or an executed copy of its preferred form of contract (whether an amended version of the Standard Transfer Agreement or the Tenderer's own proposed contract)	Clause 11.1	<input type="checkbox"/>
Tenderer has confirmed that each document forming the Tender is no greater than 20Mb in size	Clause 2.2.2	<input type="checkbox"/>

Note: The Tenderer should not submit this Tender Checklist with its Tender. The Tenderer remains responsible for ensuring that its Tender is complete and fully complies with the requirements of the Tender Conditions. This Tender Checklist is provided for information and assistance only. The Tenderer must not in any way rely upon the Tender Checklist for any purpose including preparing, amending or negotiating its Tender or entry into any contract with APIDT with regard to the Address Space.

3. Frequently Asked Questions from Stage 1

The following are some of the relevant questions previously asked by Tenderers during the Stage 1 approach to market for which responses were provided and published on the APIDT’s website for the information of all Tenderers.

	Question	Response
1.	Will a Tenderer be required to enter into the “Standard Transfer Agreement” before it submits its tender? If a Tenderer does not accept all terms of that “Standard Transfer Agreement,” can a Tenderer submit different mark-ups to the agreement?	The tenderer is not required to accept all the terms of the “Standard Transfer Agreement”. The tenderer is able to send a mark-up of the “Standard Transfer Agreement”, or use its own form of agreement. However, if it does so, then the tenderer’s proposed agreement will be evaluated against other competing tenders, and compared against the “Standard Transfer Agreement” as part of the evaluation process. Further, if the terms of the tenderer’s proposed agreement are such that they are considered unacceptable, then the tender will be discarded.
2.	Will there be an opportunity for the Tenderer and Trustee to discuss/negotiate the Tender?	While the Trustee reserves the right to negotiate with any short-listed tenderer, it is not the intention of the Trustee to invite negotiations. Tenderers should proceed on the basis that their offer will be considered as their final offer, and the Trustee will make its selection accordingly.
3.	When Stage 1 is completed, will the specifics of the winning Tenders be made public (i.e., price, number of blocks, identity of the winning tenders)?	When Stage 1 completes, and the transfer of the addresses is registered (with either APNIC or an APNIC NIR), the registry will display details of the new holder of the address resources, as is the current practice of APNIC and APNIC NIRs. The trustee does not intend disclosing the transaction price for individual blocks of addresses. However, for transparency the Trustee may disclose the total amount raised from any stage, if this does not disclose the amount paid in individual transactions. The Trustee does intend to disclose the total funds raised after the entire sale process of all three stages is completed.
4.	How much is the Tender bond, and does the address space have a reserve price?	There is no tender bond; and there is no reserve price.
5.	Can you advise whether we can meet and negotiate?	While the Trustee will reserve the right to negotiate with any short-listed tenderer (among other things), it is not the present

	Question	Response
		intention of the Trustee to invite negotiations. Tenderers should proceed on the basis that their offer will be considered as their final offer, and the Trustee will make its selection accordingly.
6.	In respect of the execution process of the Standard Transfer Agreement, I understand as part of a valid tender we are required to submit electronically an agreement that is executed in PDF format. Is a wet signature required for execution or would a corporate chop be an option as well?	APIDT simply requires execution in a form which is binding and enforceable, according to the laws of the company's incorporating jurisdiction. A wet signature is not necessary (unless required by law in the incorporating jurisdiction), and a corporate chop may be affixed although not necessary (unless required by law in the incorporating jurisdiction).
7.	If we have submitted an executed Standard Transfer Agreement in Stage 1 and do not win related bidding, will this executed agreement continue to be valid and applicable in Stage 2 and 3 tender submissions? Or do we need to submit an executed agreement together with each tender submission?	An executed Standard Transfer Agreement for Stage 1 will only be valid for Stage 1. If you are not successful in Stage 1, then the agreement will be destroyed at the end of the Stage 1 tender process. Separate executed documents will need to be submitted for the subsequent stages of bidding.

4. This Request for Tenders

- 4.1 This Request for Tenders is Stage 2 of the Request for Tenders Process for up to 16 Blocks of /14 in the 43.128/10 Address Space. Each Block contains 262,144 IPv4 addresses and in total there are 4,194,304 addresses available in this Stage.
- 4.2 A Tenderer must submit a Tender for its preferred whole number of Blocks (being one or more Blocks up to and including all 16 Blocks available) on the basis of a specified Offer Price per address. This is the Tenderer's Primary Offer.
- 4.3 In addition to its Primary Offer, a Tenderer may elect to include one or more Alternate Offers, indicating that it is willing to acquire a smaller whole number of Blocks than sought in its Primary Offer, at the same or a different price per address, which APIDT may accept when determining the Successful Tenderer(s).
- 4.4 The maximum number of Blocks included in an Alternate Offer must not exceed the number of Blocks specified in the Primary Offer. The Tenderer may express each Alternate Offer either as a specified number of Blocks at a certain price per address (for example, 15 Blocks at \$32 per address), or as a range of Blocks at a certain price per address (for example, between 12 and 15 Blocks at \$28 per address). If the Tenderer has specified a range of Blocks as part of an Alternate Offer, APIDT may accept the offer in respect of any whole number of Blocks within that range (inclusive). There is no limit on the number of Alternate Offers a Tenderer may propose.

4.5 Any Tenderer which is successful in this Stage of the Request for Tenders Process (and their related entities) will be ineligible to take part in a subsequent Stage of the Request for Tenders Process.

4.6 The time table for Stage 2 of the process is:

Activity	Date (AEST)	Comments
Release of RFT	10 August 2020 (Fixed)	This Document becomes available at www.apidt.org
##Closing Date and Time	17:00 AEST on 31 August 2020 (Fixed)	Tenders must be submitted and received by this time and date.
Evaluation Complete	28 September 2020 (Intended)	Successful Tenderer(s) to be notified
Payment in full due (30 days after invoice and notification to Successful Tenderer(s))	by 28 October 2020 (Intended)	Payment must be received by APIDT by this time.
Transfer of Addresses Complete	4 November 2020 (Intended)	Subject to registration of transfer by the Applicable Registry.

NOTE: Dates and times are expressed in the AEST (UTC+10) time zone.

4.7 Tenderers must submit their binding final offers, including the following information in the form set out in Schedule 2 of Part 2:

- Full identity of bidding party, and Applicable Registry Membership ID (if available), or confirmation of details of registration as a body corporate in a jurisdiction in the APNIC Service Region;
- Number of Blocks, and total price offered (in USD), for the Tenderer's Primary Offer;
- if the Tenderer intends to submit one or more Alternate Offer(s), the number of Blocks (or the range of Blocks) sought, and the Tenderer's offered price per address, for each Alternate Offer;
- A transfer Contract fully and properly executed for the Tenderer;
- Documentation required to justify need according to Applicable Registry policy (unless already pre-approved by an Applicable Registry for a transfer of the requested size); and
- Signed agreement to the terms of the Request for Tenders Process,

by 17:00 AEST on 31 August 2020, by email to au-fm-apidt-tender@kpmg.com.au.

4.8 By submitting a Tender, each Tenderer irrevocably agrees to be bound by the terms of the Tender Conditions set out in Part 2 of this document.

4.9 Tenders will be assessed and the transfer Contract entered into by APIDT at the sole discretion of APIDT, based on an evaluation of all complying Tenders received in accordance with the Evaluation Criteria including:

- the Tender Price;
 - the ability of the Tenderer to comply with the Tender Conditions and terms of the Standard Transfer Agreement (or other terms acceptable to APIDT) including the requirements to be able to complete the purchase and payment of the Tender Price specified in the invoice issued by APIDT within 30 days;
 - the Tenderer's membership of an Applicable Registry from at least 11 May 2020 up to and including the time of Tender submission, or the Tenderer being an organisation incorporated in an economy within the APNIC Service Region; and
 - the Tenderer's agreement to be bound to all Applicable Registry policies and procedures and the Tender Conditions.
- 4.10 Transfer of the Address Space will be subject to payment in full of the Tender Price, and subject to the Applicable Registry's policies.
- 4.11 APIDT may decline any or all bids at its sole discretion.
- 4.12 Any Address Space which remains unsold after the conclusion of this process may be offered for sale again, or retained by APIDT for disposal at a later time, at its sole discretion.
- 4.13 The Tenderer irrevocably consents to each of APIDT, an Applicable Registry, KPMG and Maddocks disclosing any information they may receive or hold regarding the Tenderer or its Tender (including the status of the Tenderer's membership or application for membership of an Applicable Registry or the status of its request for pre-approval) to one another for the purposes of the evaluation of the Tenderer's Tender and for no other purpose other than with the prior written consent of the Tenderer or as required or permitted by law.

Part 2 Tender Conditions

1. Interpretation of Process and Defined Terms

1.1 Interpretation

1.1.1 Words and headings

In this document, unless expressed to the contrary:

- (a) words denoting the singular include the plural and vice versa;
- (b) the word 'includes' in any form is not a word of limitation;
- (c) where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) headings and sub-headings are for ease of reference only and do not affect the interpretation of this document; and
- (e) no rule of construction applies to the disadvantage of the party preparing this document on the basis that it prepared or put forward this document or any part of it.

1.1.2 Specific references

In this document, unless expressed to the contrary, a reference to:

- (a) a gender includes all other genders;
- (b) any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
- (c) any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;
- (d) writing includes writing in digital form;
- (e) 'this document' is to this document as amended from time to time;
- (f) '\$', 'dollars', 'USD\$' or 'USD' is a reference to United States Dollars;
- (g) a time or date is a reference to a time or date in AEST;
- (h) a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this document;
- (i) any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;
- (j) a person includes a firm, partnership, joint venture, association, corporation or other body corporate;

- (k) a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and
- (l) any body (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body.

1.2 Defined Terms

In these Tender Conditions, unless the context requires otherwise:

Address Rights has the same meaning as in the Standard Transfer Agreement.

Address Space means the following portions of IPv4 block 43.128/10:

Stage 2: 43.128/10, Minimum block size: /14 (up to 16 Blocks available in total),

and includes the right to allocate those addresses to third parties or to nominate third parties to hold, access or use those addresses.

AEST means Australian Eastern Standard Time (UTC + 10 hours).

Alternate Offer means one or more alternate offers made by the Tenderer to acquire a smaller whole number of Blocks, or a range of Blocks, than sought in the Primary Offer, at the same or a different price per address than specified in the Primary Offer;

APIDT means APIDTT Pty Ltd ACN 638 389 072 in its capacity as Trustee of the Asia Pacific Internet Development Trust.

APIDT Contact Officer means the tender officer at tenders@apidt.org

APNIC means the Asia Pacific Network Information Centre.

APNIC NIR means a National Internet Registry recognised by APNIC.

APNIC Service Region means each of the jurisdictions comprised in the region served by APNIC in its function as a regional Internet registry listed at <<https://www.apnic.net/about-apnic/corporate-documents/documents/corporate/apnic-service-region/>>.

Applicable Registry means APNIC or an APNIC NIR as the case may be.

Block means a block of 262,144 Addresses (also known as “slash-fourteen” or “/14”) within the Address Space for which a Tenderer may submit a Tender to acquire.

Closing Date & Time means 17:00 AEST (UTC+10) on 31 August 2020.

Contract means either the Standard Transfer Agreement or a contract for the transfer of the Address Rights in respect of the Tendered Transfer Addresses nominated by the Tenderer in a form acceptable to APIDT.

Control in respect of an Entity, means the ability to control the operational or financial decisions of the Entity including, without limitation, where the Entity is a body corporate, the ability to exercise votes in respect of more than 50% of the total securities with voting rights on issue.

Eligibility Criteria means the criteria set out in clause 5.1.

Eligible Tenderer means an Entity that meets the Eligibility Criteria.

Entity means a legal person.

Evaluation Criteria means the criteria set out in clause 12.1.1 of the Tender Conditions.

Evaluator means each of APIDT, KPMG and Maddocks.

Form of Tender means the form of tender set out in Schedule 2.

Holding Company means, in respect of an Entity, a body corporate which may exercise Control over the Entity.

KPMG means KPMG ABN 51 194 660 183 of Level 16 Riparian Plaza, 71 Eagle St, Brisbane 4000, Australia.

Maddocks means Maddocks ABN 63 478 951 337 of Level 25, Tower 2, Collins Square, 727 Collins Street Melbourne 3008, Australia.

Officer of an Entity means a person who:

- (a) is a member of the board or other governing body of the Entity (including a company director or secretary whether or not formally appointed); or
- (b) is any person who makes or participates in the making of decisions that affect the whole or a substantial part of the business or operations of the Entity; or
- (c) who has the ability to affect the Entity's financial standing; or
- (d) the Entity is accustomed to acting in accordance with their wishes or directions (whether directly or indirectly communicated), but

does not include a liquidator, receiver or receiver and manager, external administrator or professional advisor acting in the usual course of their duties or professional occupation.

Primary Offer means the Tenderer's primary offer to purchase one or more whole numbers of Blocks (up to and including all 16 available) on the basis of its Tender Price per address as specified under 'Primary Offer' in item 15 of Schedule 2;

Related Party of an Entity includes:

- (a) a Holding Company or Subsidiary of the Entity;
- (b) another Subsidiary of a Holding Company of the Entity;
- (c) a beneficiary of any trust for which the Entity is trustee;
- (d) the trustee of any trust of which the Entity is a beneficiary;
- (e) a holder of more than 5% of the issued securities of the Entity or a Related Party of such a holder;
- (f) an Officer of the Entity or any person or entity referred to in paragraphs (a) to (e); and
- (g) a spouse or member of the immediate family of the Entity (if the Entity is a natural person) or a person referred to in paragraphs (a) to (f).

RFT means this Request for Tender.

Sale means the transfer of a specified Block of the Address Space in exchange for monetary consideration by means of a Stage of the Request for Tenders Process.

Request for Tenders Process means the process by which Tenderers submit binding Tenders to be transferred a specified Block of the Address Space in exchange for payment of monetary consideration to the Trustee, and the completion of the Sale by the Successful Tenderer, in the Stages.

Stage means a stage of the Request for Tenders Process defined in the definition of Address Space.

Standard Transfer Agreement means the terms and conditions set out in in Schedule 1.

Subsidiary means, in respect of an Entity, a body corporate over which the Entity may exercise Control.

Tender means a Tenderer's response to this RFT in the form of the Form of Tender containing an offer to receive the transfer of one or more whole Blocks of the Address Space in accordance with the Contract.

Tender Price means the total price offered by the Tenderer in USD accepted by APIDT and confirmed to the Tenderer by way of APIDT's invoice. The Tender Price is calculated as the product of the price per address offered by the Tenderer in its Primary Offer or Alternate Offer (as the case may be) and the total number of addresses in the Tendered Transfer Addresses. If:

- (a) APIDT accepts the Tenderer's Primary Offer, the Tender Price the Tenderer will be taken to have submitted will be the Primary Offer price specified in item 15 of Schedule 2 **Error! Reference source not found.**; or
- (b) APIDT accepts any of the Tenderer's Alternate Offers, the Tender Price will be the Alternate Offer price the Tenderer includes in item 16 of Schedule 2 that is accepted by the APIDT.

Tender Conditions means these tender conditions.

Tendered Transfer Addresses means the addresses included in the Blocks of the Address Space:

- (a) specified as the Tenderer's Primary Offer in item 15 of Schedule 2; and
- (b) if the Tenderer has submitted one or more Alternate Offers, the number of addresses specified in whole Blocks, or a range of whole Blocks in item 16 of Schedule 2.

Tenderer means a person or body corporate who lodges a Tender in accordance with this RFT.

Tendering Process means the process commenced by the issuing of this RFT and concluding upon formal announcement by APIDT of the selection of a successful Tenderer(s) or upon the earlier termination of the process.

2. RFT and submission of Tenders

2.1 RFT invitation

- 2.1.1 APIDT invites Eligible Tenderers to submit a Tender to acquire the Address Rights in respect of the Tendered Transfer Addresses it specifies from APIDT on the terms of these Tender Conditions.
- 2.1.2 The Successful Tender will be required to enter into and complete the Contract with APIDT, including but not limited to making payment of the Tender Price within 30 days after receiving an invoice from APIDT and being notified of the acceptance of its Tender by APIDT.
- 2.1.3 An Entity or a Related Party of an Entity which has been a Successful Tenderer in respect of an earlier Stage of the Request for Tenders Process will be ineligible to submit a Tender for a later Stage of the Request for Tenders Process.
- 2.1.4 The Tenderer(s) which were successful in Stage 1 of the Request for Tenders (and its or their Related Parties) are ineligible to participate in this Stage of the Request for Tenders Process.
- 2.1.5 APIDT may reject any Tender submitted by any Entity that it considers on reasonable grounds not to be an Eligible Tenderer.

2.2 Submission

- 2.2.1 In order to submit a Tender, Tenderers must submit a Tender by email to au-fm-apidt-tender@kpmg.com.au by the Closing Date & Time.
- 2.2.2 Each document forming the Tender must not be greater than 20 Mb in size.

2.3 Late Tenders

- 2.3.1 The Closing Date & Time may be extended by APIDT in its absolute discretion by providing written notice to Tenderers.
- 2.3.2 Tenders and, subject to sections 13.1 and 13.2, any corrections or amendments to Tenders, must be lodged by the Closing Date & Time.
- 2.3.3 Tenders lodged after the Closing Date & Time or lodged in a manner contrary to that specified in this RFT may be disqualified from the Tendering Process and, if disqualified, will be ineligible for consideration except where the Tenderer can clearly demonstrate (to the reasonable satisfaction of APIDT) that late lodgement of the Tender:
 - (a) resulted from mishandling of the Tender by APIDT or its advisors; or
 - (b) was due to a major incident,and that the integrity of this RFT Process will not be compromised by accepting a Tender after the Closing Date & Time.
- 2.3.4 A failure of the Tenderer's delivery system does not constitute grounds for acceptance by APIDT of a late Tender. It is the Tenderer's obligation to ensure enough time is allowed to lodge the Tender before the Closing Date & Time.
- 2.3.5 APIDT's determination of the actual time that a Tender is lodged is final.

- 2.3.6 Subject to this section 2.3, all Tenders lodged after the Closing Date & Time will be recorded by APIDT and only opened for the purposes of identifying a business name and address of the Tenderer.
- 2.3.7 APIDT will inform a Tenderer whose Tender was lodged after the Closing Date & Time of its ineligibility for consideration.

3. Acceptance period of Tenders

All Tenders must remain valid and open for acceptance for a minimum of 60 days from the Closing Date & Time. This period may be extended by mutual agreement between APIDT and the Tenderer.

4. Application of these Tender Conditions

- 4.1 Participation in the Tendering Process is subject to compliance with these Tender Conditions.
- 4.2 All persons (whether or not they submit a Tender) having obtained or received this RFT may only use it, and the information contained in it, in compliance with these Tender Conditions.
- 4.3 All Tenderers are deemed to accept these Tender Conditions.
- 4.4 These Tender Conditions apply to:
- 4.4.1 the RFT and any other information given, received or made available in connection with the RFT, including any revisions or addenda;
 - 4.4.2 the Tendering Process; and
 - 4.4.3 any communications, presentations, meetings or negotiations relating to the RFT or the Tendering Process.

5. Status of RFT

- 5.1 This RFT is an invitation for Entities which:
- 5.1.1 were a member of an Applicable Registry on 11 May 2020 and have been continuously since that date; or
 - 5.1.2 are a body corporate registered in a jurisdiction in APNIC Service Region, (together, the **Eligibility Criteria**) to submit a proposal to acquire Tendered Transfer Addresses from the Address Space.
- 5.2 This RFT must not, of itself, be construed, interpreted, or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any person, or as creating any form of contractual, promissory, restitutionary or other rights in favour of a recipient of the document or a Tenderer.
- 5.3 No binding contract (including a process contract) or other understanding (including any form of contractual, promissory, restitutionary or other rights) for the transfer of the Address

Space will exist between APIDT and any Tenderer unless and until APIDT and the Tenderer have signed a formal written agreement in the form of the Contract.

6. Accuracy of RFT

- 6.1 While all due care has been taken in connection with the preparation of this RFT, APIDT makes no representations or warranties that the content in this RFT or any information communicated to or provided to Tenderers during the Tendering Process is, or will be, accurate, current or complete. APIDT and its officers, employees and advisors will not be liable with respect to any information communicated or provided which is not accurate, current or complete.
- 6.2 In particular, but without limitation, Tenderers should carefully review the Applicable Registry's policies and procedures for membership and transfers of IPv4 address space.
- 6.3 Compliance with the Applicable Registry's policies and procedures is entirely the Tenderer's responsibility and at the Tenderer's own risk.
- 6.4 If a Tenderer finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the RFT or any other information provided by APIDT (other than minor clerical matters), the Tenderer must promptly notify APIDT in writing of such discrepancy, ambiguity, error or inconsistency to give APIDT an opportunity to consider what corrective action is necessary (if any).
- 6.5 Any actual discrepancy, ambiguity, error or inconsistency in the RFT or any other information provided by APIDT will, if possible, be corrected by APIDT and provided (or the proper information made available) to all Tenderers without attribution to the Tenderer that provided the notice.

7. Additions and amendments to RFT

- 7.1 APIDT reserves the right to revise, change any information in, or to issue addenda to, this RFT before the Closing Date & Time. APIDT and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise, this right.
- 7.2 If APIDT exercises its right to change information under clause 7.1 of these Tender Conditions, it may seek amended Tenders from all Tenderers.

8. Representations

No representation made by or on behalf of APIDT in relation to this RFT (or its subject matter) will be binding on APIDT unless that representation is expressly incorporated into the Contract ultimately entered into between APIDT and a Tenderer.

9. Status of Tender

- 9.1 Each Tender constitutes an irrevocable offer by the Tenderer to APIDT to be transferred the Blocks of Address Space specified in the Tender on the terms and conditions of the Contract.
- 9.2 A Tender must not be conditional on any conditions purported to be added by the Tenderer including:

- 9.2.1 approval of the Tenderer's board or any Related Entity of the Tenderer being obtained;
 - 9.2.2 the Tenderer conducting due diligence or any other form of enquiry or investigation;
 - 9.2.3 the Tenderer obtaining or securing any finance or funding to complete its obligations;
 - 9.2.4 the Tenderer (or any other party) obtaining any regulatory approval or consent;
 - 9.2.5 the Tenderer obtaining the consent or approval of any third party; or
 - 9.2.6 the Tenderer stating that it wishes to discuss or negotiate any commercial terms of the Contract.
- 9.3 APIDT may, in its absolute discretion, disregard any Tender that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other condition).
-

10. Tender Documents

Tenderers are responsible for:

- 10.1.1 examining this RFT and any documents referenced or attached to this RFT and any other information made available by APIDT to Tenderers in connection with this RFT;
 - 10.1.2 fully informing themselves in relation to all matters arising from this RFT, including all matters regarding APIDT's requirements for the transfer of the Address Space;
 - 10.1.3 fully informing themselves in relation to the Applicable Registry's policies and procedures, in particular but without limitation, in relation to the Applicable Registry's policy on membership and transfers of IPv4 address space;
 - 10.1.4 ensuring that their Tenders are accurate and complete;
 - 10.1.5 making their own enquiries and assessing all risks regarding the RFT, and fully incorporating the impact of any known and unknown risks into their Tender; and
 - 10.1.6 ensuring that they comply with all applicable laws in regard to the Tendering Process.
-

11. Transfer Contract

- 11.1 In its response to this RFT, Tenderers must include a copy of either:
- 11.1.1 the Standard Transfer Agreement; or
 - 11.1.2 the Tenderer's preferred form of Contract,
- fully and properly executed by the Tenderer.
- 11.2 The Tenderer is not required to accept all the terms of the Standard Transfer Agreement. The Tenderer may submit an amended version of the Standard Transfer Agreement (which

clearly states all of the amendments from the Standard Transfer Agreement), or submit its own form of agreement.

- 11.3 APIDT is prepared to contemplate the Tenderer's preferred form of Agreement if they do not agree to the form of the Standard Transfer Agreement, and evaluate the terms of that Agreement against other competing tenders and the Standard Transfer Agreement as part of the evaluation process.
- 11.4 However, Tenderers should note that any provisions of an agreement which materially increase the risk to APIDT compared to the Standard Transfer Agreement may result in their Tender failing at that step of the evaluation.
- 11.5 APIDT will be entitled to assume that a Tenderer is able to and will in fact comply in all relevant respects with the Contract. Failure to notify APIDT of any non-compliance may result in a Tender being disregarded.

12. Evaluation

12.1 Evaluation Criteria

- 12.1.1 APIDT will take into account all factors it considers relevant in evaluating the Tender, including:
- (a) agreement to be bound to the Tender Conditions;
 - (b) existing membership of an Applicable Registry or registration as a body corporate in a jurisdiction within the APNIC Service Region;
 - (c) compliance with the Applicable Registry's policy in relation to IPv4 transfers, including:
 - (i) whether the Tenderer holds a pre-approval of sufficient size to accommodate its current holding and the Tendered Transfer Addresses specified in its Tender; or
 - (ii) whether the Tender is accompanied by an application for pre-approval for such sufficient address space which is acceptable to the Applicable Registry;
 - (d) financial and operational capacity to complete payment and transfer of Tendered Transfer Addresses within 30 days of receiving an invoice from APIDT;
 - (e) the Tender Price tendered for allocation of the Tendered Transfer Addresses;
 - (f) conformance with the Standard Transfer Agreement or, if an alternate Contract is proposed, the risk to APIDT of that Contract; and
 - (g) whether the Tenderer or any of its Related Entities were successful in a previous Stage. If a Tenderer's Tender is successful in one Stage of the process, it and its Related Entities will not be eligible to submit a Tender in a subsequent Stage and will be removed from consideration.

12.2 Evaluation of Tenders

- 12.2.1 Following the Closing Date & Time, the Evaluators will evaluate the Tenders received against the Evaluation Criteria.
- 12.2.2 Without limiting APIDT's rights in the RFT, APIDT may at any time during the Tendering Process choose to:
- (a) shortlist one or more Tenderers;
 - (b) commence or continue discussions with all or some Tenderers without shortlisting any Tenderers;
 - (c) accept one or more of the Tenders;
 - (d) accept any Tender, even if it is not the highest price;
 - (e) request Tenderers submit a best and final offer;
 - (f) negotiate with any Tenderer including with a preferred Tenderer on an exclusive basis;
 - (g) accept a Tender which does not conform with the strict terms of the Tender Conditions;
 - (h) consider a Tender which was not submitted in accordance with these Tender Conditions;
 - (i) terminate the Tender Process at any time without making an award; or
 - (j) do anything else that APIDT determines in its absolute discretion.
- 12.2.3 If APIDT elects to shortlist any Tenderers, those shortlisted Tenderers may be required to provide additional information or attend an interview in response to this RFT.
- 12.2.4 Unless the Evaluation Criteria explicitly require, APIDT may, but is not in any way bound to, shortlist, select as successful, or accept the Tender that tenders the highest price.
- 12.2.5 Should APIDT choose to include a shortlisting stage in its evaluation process, APIDT is not, at any time, required to notify Tenderers or any other person or organisation interested in submitting a Tender.
- 12.2.6 A Tender will not be deemed to be unsuccessful until such time as the Tenderer is formally notified of that fact by APIDT. The commencement of negotiations by APIDT with one or more other Tenderers is not to be taken as an indication that any particular Tender has not been successful.
- 12.2.7 APIDT may seek clarification from and enter into discussions with any or all of the Tenderers in relation to their Tender. APIDT may use such information in interpreting the Tender and evaluating the cost and risk to APIDT before accepting the Tender. Failure to supply clarification to the satisfaction of APIDT may render the Tender liable to disqualification.
- 12.2.8 APIDT is under no obligation to seek clarification of anything in a Tender and APIDT reserves the right to disregard any clarification that APIDT considers to be

unsolicited or otherwise impermissible in accordance with the rules set out in these Tender Conditions.

- 12.2.9 APIDT is under no obligation to appoint a successful Tenderer or Tenderers (as the case may be), or to enter into a contract with a successful Tenderer or any other person, if it is unable to identify a Tender that complies in all relevant respects with the requirements of APIDT, or if to do so would otherwise not be in the public interest. For the avoidance of any doubt, in these circumstances APIDT will be free to proceed via any alternative process.

13. Obligations to Notify

13.1 Notification of Changes

If, after a Tender has been lodged, there is any change to:

- (a) the Tenderer's corporate structure;
- (b) the Tenderer's ownership structure; or
- (c) the basis on which the Tenderer will have access to the necessary resources, expertise or corporate or financial backing necessary to complete the transfer of the Tendered Transfer Addresses,

the Tenderer must immediately notify APIDT of the details of such change including its likely impact on the information or assurances given in the Tender.

13.2 Notification of Errors

- 13.2.1 If, after a Tender has been submitted, the Tenderer becomes aware of an error in the Tender (including an error in pricing, but excluding clerical errors which would have no bearing on the evaluation of the Tender), the Tenderer must promptly notify APIDT of such error
- 13.2.2 APIDT may, in its absolute discretion, permit a Tenderer to correct an unintentional error in its Tender where that error becomes known or apparent after the Closing Time. In no event will any correction be permitted if APIDT considers that the correction would materially alter the substance of the Tender.

14. Illegible content, alteration and erasures

- 14.1 Incomplete Tenders may be disqualified or evaluated solely on the information contained in the Tender.
- 14.2 APIDT may disregard any content in a Tender that is illegible. APIDT is under no obligation whatsoever to seek any clarification from the Tenderer about the content of a Tender.

15. Probity and Requests for Clarification

- 15.1 Any questions, comments or queries about this RFT or the Tendering Process must be directed to the APIDT Contact Officer. Requests for information must be made no less than five (5) business days before the Closing Date & Time. APIDT may but need not respond to any questions during the five (5) business days before the Closing Date & Time.

- 15.2 The APIDT Contact Officer will not respond to any verbal request for clarification regarding the RFT.
- 15.3 Except where APIDT is of the opinion that issues raised apply only to an individual Tenderer, questions submitted and answers provided will be made available to all Tenderers (and publicly) without identifying the person or organisation having submitted the question. In all other cases, APIDT may deliver any written notification or response to a Tenderer by sending it to the address of the Tenderer (as notified to the APIDT Contact Officer).
- 15.4 A Tenderer may, by notifying the APIDT Contact Officer in writing, withdraw a question submitted in accordance with this clause 15 of the Tender Conditions in circumstances where the Tenderer does not wish APIDT to publish its response to the question to all Tenderers.
- 15.5 Communications (including promotional or advertising activities) with staff of APIDT, an Applicable Registry or the WIDE Project or consultants assisting APIDT with the Tendering Process are not permitted during the Tendering Process except as provided in clause 15.1 of these Tender Conditions, or otherwise with the prior written consent of the APIDT Contact Officer. Nothing in this clause 15 of these Tender Conditions is intended to prevent communications with staff of, or consultants to, APIDT, an Applicable Registry or the WIDE Project to the extent that such communications do not relate to this RFT or the Tendering Process.
- 15.6 Tenderers must not seek or obtain the assistance of directors, executive council or other governing board members, employees, agents or direct contractors of APIDT, an Applicable Registry, the APNIC Foundation, WIDE Project, KPMG or Maddocks in the preparation of their Tenders. In addition to any other remedies available to it under law or contract, APIDT may, in its absolute discretion, immediately disqualify a Tenderer that it believes has sought or obtained such assistance.

16. Anti-Competitive Conduct

- 16.1 APIDT is committed to fairness in all its dealings with Tenderers. It is possible that people involved in contracting processes may become aware of, or have information indicating corrupt, fraudulent or unfair activity in relation to the Tendering Process or any resultant Contract. In these circumstances, please contact the APIDT Contact Officer.
- 16.2 Tenderers and their respective officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to:
- 16.2.1 the preparation or lodgement of their Tender;
 - 16.2.2 the evaluation and clarification of their Tender; and
 - 16.2.3 the conduct of negotiations with APIDT, in respect of this Tendering Process.
- 16.3 For the purposes of clause 16.2 of these Tender Conditions, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information between Tenderers whether or not such information is confidential to APIDT or any other Tenderer or any person or organisation.
- 16.4 In addition to any other remedies available to it under law or contract, APIDT may, in its absolute discretion, immediately disqualify a Tenderer that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct in respect of this Tendering Process.

- 16.5 Tenderers must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

17. Conflict of Interest

- 17.1 A Tenderer must not, and must ensure that its officers, employees, agents and advisers do not place themselves in a position that may or does give rise to actual, potential or perceived conflict of interest between the interests of APIDT and the Tenderer's interests during the Tendering Process.
- 17.2 The Form of Tender requires Tenderers to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the transfer of the Address Space under any contract that may result from this RFT.
- 17.3 If the Tenderer submits its Tender and a conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Tenderer must notify APIDT immediately in writing of that conflict.
- 17.4 APIDT may disqualify a Tenderer from the Tendering Process if the Tenderer fails to notify APIDT of the conflict as required.

18. Licence to use Intellectual Property Rights

- 18.1 Persons obtaining or receiving this RFT and any other documents issued in relation to the Tendering Process may use the RFT and such documents only for the purpose of preparing a Tender.
- 18.2 Any intellectual property rights which may be incorporated in this RFT and any other documents provided to Tenderers by or on behalf of APIDT in connection with the Tendering Process are owned by (and will remain the property of) APIDT except to the extent expressly provided otherwise.
- 18.3 Upon submission in accordance with the requirements of these Tender Conditions, all Tenders become the property of APIDT. Tenderers will retain all ownership rights in any intellectual property contained in the Tender. The submission of a Tender does not transfer to APIDT any ownership interest in the Tenderer's intellectual property rights, or give APIDT any rights in relation to the Tender, except as expressly set out below.
- 18.4 Each Tenderer, by submission of their Tender, is deemed to have licensed APIDT to reproduce the whole, or any portion, of their Tender for the purposes of enabling APIDT to evaluate the Tender.

19. Disclosure of Tender Contents and Tender Information

Tenders will be treated as confidential by APIDT. APIDT will not disclose Tender contents and Tender information, except:

- 19.1.1 as required by law;
- 19.1.2 to external consultants and advisers of APIDT engaged to assist with the Tendering Process; or

- 19.1.3 following the execution of the Contract, the identities of all successful Tenderers in respect of a specified IPv4 block, including the aggregate purchase price for that IPv4 block .

20. Successful Tenderers

- 20.1 If a Tender is accepted by APIDT, the successful Tenderer will be notified in writing and issued an invoice confirming the number of Tendered Transfer Addresses accepted by APIDT and relevant Tender Price.
- 20.2 APIDT may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Tenderer.
- 20.3 A Tenderer is bound by its Tender and, if selected as a successful Tenderer, must enter into a Contract on the basis of the Tender without negotiation.

21. Tenderer Warranties

By submitting a Tender, a Tenderer warrants that:

- 21.1.1 in lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of APIDT, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the RFT;
- 21.1.2 it did not use the improper assistance of APIDT employees or information unlawfully obtained from APIDT in compiling its Tender;
- 21.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Tender, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- 21.1.4 it otherwise accepts and will comply with the Tender Conditions; and
- 21.1.5 it will provide additional information in a timely manner as requested by APIDT to clarify any matters contained in the Tender.

22. Responsibility for Tendering Costs

- 22.1 The Tenderer's participation or involvement in any stage of the Tendering Process is at the Tenderer's sole risk, cost and expense. APIDT will not be responsible for, nor pay for, any expense or loss that may be incurred by Tenderers in relation to the preparation or lodgement of their Tenders.
- 22.2 In addition to clause 22.1 of these Tender Conditions, APIDT is not liable to the Tenderer for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Tenderer's participation in the Tendering Process, including without limitation, instances where:
- 22.2.1 the Tenderer is not engaged to perform under any Contract; or
- 22.2.2 APIDT exercises any right under this RFT or at law.

23. Complaints about Tendering Process

- 23.1 Any complaint about this RFT or the Tendering Process must be submitted to the APIDT Contact Officer in writing immediately upon the cause of the complaint arising or becoming known to the Tenderer. The written complaint must set out:
- 23.1.1 the basis for the complaint (specifying the issues involved);
 - 23.1.2 how the subject of the complaint (and the specific issues) affect the person or organisation making the complaint;
 - 23.1.3 any relevant background information; and
 - 23.1.4 the outcome desired by the person or organisation making the complaint.
- 23.2 If the matter relates to the conduct of the APIDT Contact Officer, the complaint should also be brought to the attention of KPMG.

24. Governing Law

- 24.1 This RFT and the Tendering Process is governed by the law of the State of Queensland, Australia. By submitting a Tender the Tenderer irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia in relation to any issue or action arising under or in relation to it.
- 24.2 Each Tenderer must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tendering Process.

Schedule 1 Standard Transfer Agreement

Schedule 2 Form of Tender

Tender Response Form

Tenderers must submit this completed Request for Tender Response Form, including its Attachments by the Closing Date & Time.

In order to lodge a complete Tender the Tenderer must complete and submit all three parts of the Tender Response Form in PDF format.

Tenders must be submitted by email as follows:

Email address: au-fm-apidt-tender@kpmg.com.au
 Email Subject: APIDT Request for Tender – Stage 2

See clause 2.2 of the RFT for information on submission requirements.

Please include additional information where it would add clarity and value to the APIDT in assessing your tender.

Part 1 - Tenderer's Details		
1.	Name of Tenderer:	
2.	Tenderer entity type <i>(Include legislation under which the entity is incorporated, where applicable. If trustee, include a description of the trustee, trust type and trust details including name and ABN. Note: Should APIDT decide to accept such a Tender, the Transfer Agreement may contain additional clauses to protect APIDT's interests).</i>	
3.	Business Registration Number (if applicable):	
4.	Registered business address of tenderer:	

5.	<p>Preferred contact address for notices:</p> <p><i>(to be included in any resultant IPv4 Address Space Transfer Agreement entered into with APIDT)</i></p>	<p>Title:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
6.	<p>Tenderer's nominated primary and secondary contact people:</p>	<p><i>Primary contact</i></p> <p>Name:</p> <p>Position:</p> <p>Phone:</p> <p>Email:</p> <hr/> <p><i>Secondary contact:</i></p> <p>Name:</p> <p>Position:</p> <p>Phone:</p> <p>Email:</p>
7.	<p>Confirmation that Tenderer agrees:</p> <ul style="list-style-type: none"> i. to be bound by the Conditions of Tender; and ii. that APIDT's decision with regard to the Tender Process is final and not subject to review <p><i>Tenderer to insert 'Yes' or 'No' in respect of each subquestion in the 'Response' cell</i></p>	
8.	<p>The Tenderer confirms that the offer proposed by the Tenderer in its Tender Response Form will remain valid and open for acceptance for a minimum period of 60 days from the Closing Date & Time.</p> <p><i>Tenderer to insert 'Yes' or 'No' in the 'Response' cell</i></p>	

Conflicts of Interest	
9.	<p>The Tenderer confirms that there are no circumstances or relationships which constitute or may constitute a conflict or potential conflict of interest in relation to this RFT or the Tenderer's obligations under any contract resulting from this RFT other than as specified in this Tender Form:</p>

Part 2 of the Tender Response Form relates to the Tenderer's eligibility to purchase the Address Rights based on its compliance against Applicable Registry policies. When completing Part 2 – Eligibility Requirements of the Tender Response Form Tenderers should have regard to clause 10 and Schedule 1 of the RFT.

Part 2 – Eligibility Requirements	
Applicable Registry Membership	
10.	<p>As at 11 May 2020, and at the time of Tender, is the Tenderer a member of an Applicable Registry?</p> <p><i>If YES insert this response, and the name of the Applicable Registry the Tender is a member of and the Tenderer's membership number in the 'Response' cell and progress to item 12.</i></p> <p><i>If NO insert 'Not applicable' in the Response cell and progress to Item 11.</i></p>
11.	<p>Is the Tenderer an organisation incorporated in an economy within the APNIC Service Region?</p> <p><i>if YES insert this response, and the name of the jurisdiction of incorporation and attach evidence of incorporation in that jurisdiction, such as a certificate of incorporation or search of the authoritative registry of that jurisdiction</i></p> <p><i>Note: for the purposes of this Tender, 'APNIC Service Region' means the 56 economies throughout Asia and Oceania, listed at <https://www.apnic.net/about-apnic/corporate-documents/documents/corporate/apnic-service-region/>.</i></p>
Compliance with Applicable Registry IPv4 Transfer Policy	
12.	<p>Does the Tenderer hold a pre-approval for address space that will accommodate its current holdings and the Tendered Transfer Addresses specified in item 15 of its Tender?</p> <p><i>If YES attach a copy of the confirmation of the pre-approval and progress to item 13.</i></p> <p><i>If NO insert 'Not applicable' in the Response cell and progress to Item 13</i></p>
13.	<p>Has the Tenderer applied for pre-approval for address space sufficient to accommodate its current holdings and the Tendered Transfer Addresses specified in item 15 of its Tender?</p> <p><i>If YES, the Tenderer should attach a copy of this application to the Tender Response Form and lodge this with the Tender.</i></p>

	<i>If 'NO' insert this answer' in the 'Response' cell and progress to Item 14.</i>	
14.	Does the Tenderer otherwise comply with APNIC Policy in relation to IPv4 Transfers?	

Part 3 – Tender Particulars		
Tender for allocation of Address Space		
15.	<p>Address Prefix 43.128/10 (16 Blocks of /14 available; 262,144 addresses per Block)</p> <p><i>Every Tender must include a Primary Offer for a specified number of Blocks at a Tender Price per Address. The Primary Offer should reflect the Tenderer's preferred offer, and include the number of whole Blocks the Tenderer offers to acquire.</i></p>	<p>Primary Offer: Proposed Transfer size (Blocks): Number of addresses: Tendered price per address (USD): Total Tender Price (USD):</p>
16.	<p><i>A Tenderer may elect to also include one or more Alternate Offers. If it does, each Alternate Offer must be for a smaller number of Blocks than the Primary Offer. The Tenderer may specify the same or a different price (to the Primary Offer) per address for each Alternate Offer.</i></p> <p><i>The Tenderer may present its Alternate Offers either as a specified price for a certain number of whole Blocks (e.g. \$32 for 15 Blocks) or as a range of Blocks for a specified price (e.g. \$28 for between 12-15 Blocks). APIDT may select any whole number of Blocks within that range at that price.</i></p> <p><i>There is no limit on the number of Alternate Offers. For each Alternate Offer it makes, the Tenderer must include all details as set out in the template in this Response cell.</i></p>	<p>Alternate Offer [Tenderer to insert number]: Proposed Transfer size (Blocks): Number of addresses: Tendered price per address (USD): Total Tender Price (USD):</p>
17.	<p>If it is successful in its Tender, does the Tenderer have the operational and financial capacity to complete the payment of the Tender Price and transfer of the Address Spaces within 30 days of receiving an invoice for the Tender Price and being notified that it is a successful Tenderer?</p> <p><i>Insert 'YES' or 'NO' in the Response cell as applicable and attach any information the</i></p>	

	<p><i>Tenderer wishes to be taken into consideration in establishing its financial and operational capacity to complete the payment/ For example, the Tenderer should explain briefly how they have the financial capacity to complete the payment ie cash reserves, loan funding etc and provide some form of evidentiary support to validate the proposed funding approach ie audited financial statements, a recent bank statement, loan funding letter, etc</i></p>	
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Attachment 1 Tenderer's Statement of Agreement

I, *[insert name and address of the person making the declaration]* a director/trustee/partner of *[Entity name]*, have the necessary authority on behalf of *[insert Tenderer's name]* to make the following declaration;

1. Offer

The Tenderer offers to acquire the Address Rights in respect of the Tendered Transfer Addresses specified in its Tender on the terms of the Contract for the price tendered in the Tender Response Form. The Tenderer agrees not to withdraw, vary or otherwise compromise this offer during the Tender Validity Period (unless permitted by APIDT).

2. Conflict of interest

The Tenderer represents and warrants to APIDT that there is no conflict of interest, risk of a conflict of interest, or apparent conflict of interest arising through the Tenderer, its officers, employees, agents and advisers placing themselves in a position that may or does give rise to actual, potential or perceived conflict of interest between the interests of APIDT and the Tenderer's interests during the Tendering Process other than as specified in the Tender Response Form.

3. Tenderer's conduct

3.1 The Tenderer agrees that this Tender:

3.1.1 does not contain any false or misleading claim or statement;

3.1.2 has been compiled without the Tenderer:

- (a) engaging in any collusive bidding, anti-competitive conduct with any other Tenderer or any other person, or any other unethical, improper or unlawful conduct;
- (b) violating any applicable laws or policies regarding the offering of inducements; or
- (c) otherwise acting in an unethical or improper manner or contrary to any law; and

3.1.3 has been compiled:

- (a) without improper assistance of employees or ex-employees of APIDT, or any consultants or advisers (or ex-consultants or ex-advisers) to APIDT;
- (b) without using information improperly or unlawfully obtained from APIDT or third parties; and
- (c) not as a result of unethical or improper conduct.

3.2 The Tenderer agrees that it will not make any public announcements concerning the Address Rights or any other matter arising out of this RFT (including the acceptance of any Tender), for publication in any media without the prior written approval of APIDT.

3.3 The Tenderer agrees to indemnify APIDT, the Trustee, its Guardians (APNIC and WIDE Project) and each of their officers, agents and contractors from any claims in relation to or arising out of the process.

4. Corporate capacity

4.1 The Tenderer confirms that:

4.1.1 it has the capacity to respond to this RFT; and

4.1.2 there are no restrictions under any relevant law to prevent it from responding.

5. Acknowledgments

5.1 The Tenderer acknowledges that it has read clause 10 of the RFT which notes Tenderers are responsible for fully informing themselves in relation to all matters arising from the RFT, including by making its own enquiries and ensuring compliance with all applicable laws and policies.

5.2 The Tenderer acknowledges that it and its Related Entities may only submit one single, binding Tender in each Stage of the process (being for one or more Blocks of the Address Space available in that Stage). If the Tenderer's (or a Related Entity's) Tender is successful in one Stage of the process, it will not be eligible to submit a Tender in a subsequent Stage and any Tender it or a Related Entity lodges in respect of a later Stage will not be admitted into evaluation.

5.3 The Tenderer acknowledges and agrees that:

5.3.1 in submitting a Tender, it accepts the terms of the RFT and agrees to comply with the RFT;

5.3.2 representations made in the Tender, when incorporated in any Transfer Agreement, will be fully complied with by the Tenderer; and

5.3.3 the Tenderer has not relied on any representation, letter, document or arrangement, whether oral or in writing, or other conduct of APIDT, as adding to or amending the RFT, except for any addenda issued by APIDT that expressly add to or amend the RFT.

5.4 The Tenderer has observed and accepted that:

5.4.1 The RFT is not an offer to enter into a contract, or any sort of recommendation, and does not include any investment, accounting, financial, legal or tax advice.

5.4.2 The RFT has been prepared for the sole use of Tenderers in deciding whether to proceed with a Tender or to undertake further investigation of the opportunity for purchase of the Address Rights in respect of the Tendered Transfer Addresses listed in the RFT. Neither the information in the RFT nor any other information provided to Tenderers by APIDT, its officers, agents or advisers contains or purports to contain all the information that an interested Tenderer would desire or require to assess the opportunity.

5.4.3 Each Tenderer should independently satisfy itself as to the accuracy of the RFT and all information provided to Tenderers and should seek appropriate professional advice about the RFT and all information provided to Tenderers.

5.4.4 Tenderers should decide whether to submit a Tender on the basis of their own due diligence investigations, inquiries, advice and knowledge, and the APIDT and its

officers, employees, agents and advisers are not under any duty at any time to disclose any fact, matter or circumstance concerning the APIDT, the Address Rights or anything else;

5.4.5 APIDT's decision with respect to the outcome of the RFT is final and is not subject to review or challenge;

5.5 The Tenderer irrevocably consents to:

5.5.1 each Evaluator or Applicable Registry disclosing any information they may receive or hold regarding the Tenderer or its Tender (including the status of the Tenderer's membership or application for membership of an Applicable Registry or the status of their pre-approval requests) to another Evaluator or Applicable Registry for the purposes of the evaluation of the Tenderer's Tender and for no other purpose, other than with the prior written consent of the Tenderer or as required or permitted by law; and

5.5.2 APIDT or an Evaluator providing the attached letter to an Applicable Registry to confirm its consent to disclosure of its status.

5.6 The Tenderer acknowledges and agrees that:

5.6.1 APIDT will publish the names of all successful Tenderers in respect of each IPv4 block, as well as the aggregate price for the transfer of Tendered Transfer Addresses;

5.6.2 APIDT will make best endeavours to ensure the purchase price tendered by each successful Tenderer is not attributed to the relevant Tenderer; and

5.6.3 APIDT will not be liable in the event the purchase price tendered by any successful Tenderer is determinable through the compilation of a report published by APIDT or KPMG and any other publicly available material.

6. Consents

6.1 The Tenderer:

6.1.1 consents to and authorises APIDT and its officers, employees, agents or advisers to undertake such security, probity and/or financial investigations as APIDT, in its absolute discretion, may determine are necessary in relation to the Tenderer, its partners, associates, subcontractors or related entities including consortium members, and their officers or employees; and

6.1.2 agrees to provide, at its cost, all such reasonable assistance to APIDT in this regard.

Signed for and on behalf of *[Insert name of Tenderer, ABN and ACN if applicable]* by:

[Insert name and title]

[Signature]

The signatory warrants that he / she has the authority to bind *[Insert name of Tenderer]*.

[Date]

[Date]

[##Tenderer's Letterhead]

[##Date]

To: [##Insert name of Applicable Registry – either APNIC or a specific APNIC NIR]

Limited Consent to Disclosure of Confidential Information

[##Tenderer full legal name] has submitted a Tender to APIDTT Pty Ltd for the transfer of IPv4 address space to it.

[##Tenderer full legal name] hereby consents to the disclosure of the status of its membership of the Registry and application for pre-approval to hold sufficient address space to receive the transfer of IPv4 address space to APIDTT Pty Ltd, its officers, agents and contractors for the purpose of the assessment of its Tender.

Yours sincerely

[##Sign]

[##Full name]

[##Role title]

for and on behalf of

[##Tenderer full legal name]

Note: Tenderer to replace each field denoted by [## ...] with the appropriate information for the specific Tenderer. This note should not be included in the final letter included with the Tender.