**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](mailto:au-fm-apidt-tender@kpmg.com.au)  
 Email Subject: APIDT Request for Tender – Stage 3

See clause 2.2 of the RFT for information on submission requireme**nt**s.

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

|  |  |  |
| --- | --- | --- |
| **Part 1 - Tenderer’s Details** | | |
|  | Name of Tenderer: |  |
|  | Tenderer entity type  *(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).* |  |
|  | Business Registration Number (if applicable): |  |
|  | Registered business address of tenderer: |  |
|  | Preferred contact address for notices:  *(to be included in any resultant IPv4 Address Space Transfer Agreement entered into with APIDT)* | Title:  Address:  Fax:  Email: |
|  | Tenderer’s nominated primary and secondary contact people: | *Primary contact* |
| Name: |
| Position: |
| Phone: |
| Email: |
| *Secondary contact:* |
| Name: |
| Position: |
| Phone: |
| Email: |
|  | Confirmation that Tenderer agrees:   1. to be bound by the Conditions of Tender; and 2. that APIDT’s decision with regard to the Tender Process is final and not subject to review   *Tenderer to insert ‘Yes’ or ‘No’ in respect of each subquestion in the ‘Response’ cell* |  |
|  | 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.  *Tenderer to insert ‘Yes’ or ‘No’ in the ‘Response’ cell* |  |
|  | **Conflicts of Interest** | |
|  | 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: |  |

*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.*

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| **Part 2 – Eligibility Requirements** | | |
|  | **Applicable Registry Membership** | |
|  | As at 11 May 2020, and at the time of Tender, is the Tenderer a member of an Applicable Registry?  *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.*  *If ‘****NO’*** *insert ‘Not applicable’ in the Response cell and progress to Item 11.* |  |
|  | Is the Tenderer an organisation incorporated in an economy within the APNIC Service Region?  *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*  *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/>.* |  |
|  | **Compliance with Applicable Registry IPv4 Transfer Policy** | |
|  | 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?  *If* ***YES*** *attach a copy of the confirmation of the pre-approval and progress to item 13.*  *If ‘****NO’*** *insert ‘Not applicable’ in the Response cell and progress to Item 13* |  |
|  | 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?  *If* ***YES****, the Tenderer should attach a copy of this application to the Tender Response Form and lodge this with the Tender.* *If ‘****NO’*** *insert this answer’ in the ‘Response’ cell and progress to Item 14.* |  |
|  | Does the Tenderer otherwise comply with APNIC Policy in relation to IPv4 Transfers? |  |

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| **Part 3 – Tender Particulars** | | |
|  | Tender for allocation of Address Space | |
|  | Address Prefix 43.192/11  (32 Blocks of /16 available;  65,536 addresses per Block)  *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.* | ***Primary Offer:***  Proposed Transfer size (Blocks):  Number of addresses:  Tendered price per address (USD):  Total Tender Price (USD): |
|  | *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.*  *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.*  *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.* | ***Alternate Offer [Tenderer to insert number]:***  Proposed Transfer size (Blocks):  Number of addresses:  Tendered price per address (USD):  Total Tender Price (USD): |
|  | 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?  *Insert ‘****YES*** *or ‘****NO*** *in the Response cell as applicable and attach any information the 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* |  |

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).

1. **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.

1. **Tenderer’s conduct**
   1. The Tenderer agrees that this Tender:
      1. does not contain any false or misleading claim or statement;
      2. has been compiled without the Tenderer:
         1. engaging in any collusive bidding, anti-competitive conduct with any other Tenderer or any other person, or any other unethical, improper or unlawful conduct;
         2. violating any applicable laws or policies regarding the offering of inducements; or
         3. otherwise acting in an unethical or improper manner or contrary to any law; and
      3. has been compiled:
         1. without improper assistance of employees or ex-employees of APIDT, or any consultants or advisers (or ex-consultants or ex-advisers) to APIDT;
         2. without using information improperly or unlawfully obtained from APIDT or third parties; and
         3. not as a result of unethical or improper conduct.
   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. 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.
2. **Corporate capacity**
   1. The Tenderer confirms that:
      1. it has the capacity to respond to this RFT; and
      2. there are no restrictions under any relevant law to prevent it from responding.
3. **Acknowledgments**
   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.
   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.
   3. The Tenderer acknowledges and agrees that:
      1. in submitting a Tender, it accepts the terms of the RFT and agrees to comply with the RFT;
      2. representations made in the Tender, when incorporated in any Transfer Agreement, will be fully complied with by the Tenderer; and
      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.
   4. The Tenderer has observed and accepted that:
      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.
      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.
      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.
      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. APIDT’s decision with respect to the outcome of the RFT is final and is not subject to review or challenge;
   5. The Tenderer irrevocably consents to:
      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
      2. APIDT or an Evaluator providing the attached letter to an Applicable Registry to confirm its consent to disclosure of its status.
   6. The Tenderer acknowledges and agrees that:
      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;
      2. APIDT will make best endeavours to ensure the purchase price tendered by each successful Tenderer is not attributed to the relevant Tenderer; and
      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.
4. **Consents**
   1. The Tenderer:
      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
      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:

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[*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.***