Australian Government

Australian Office of Financial Management

AUSTRALIAN OFFICE OF FINANCIAL MANAGEMENT TENDER SYSTEM

REGISTERED BIDDER AGREEMENT

BETWEEN

COMMONWEALTH OF AUSTRALIA
acting through and represented by the
AUSTRALIAN OFFICE OF FINANCIAL MANAGEMENT
ABN 13 059 525 039

("AOFM")

and

[LEGAL ENTITY NAME]

……

ABN ……

("Registered Bidder")

AUSTRALIAN OFFICE OF FINANCIAL MANAGEMENT TENDER SYSTEM
REGISTERED BIDDER AGREEMENT

This Agreement is made on

BETWEEN: The **Commonwealth of Australia**, acting through and represented by the **Australian Office of Financial Management** (ABN 13 059 525 039) **("AOFM")**

AND: **[Legal Entity Name]**…… **ABN** ……..…….. of [Registered Address]…….....
("Registered Bidder')

1 INTERPRETATION

1.1 The following words have these meanings in this agreement unless the contrary intention appears.

"Conditions of Operation" means the conditions from time to time existing and published on the AOFM website entitled "Australian Office of Financial Management Tender System - Conditions of Operation".

1.2 Words and expressions which have a defined meaning in or for the purposes of the Conditions of Operation have the same meaning when used in this agreement.

1.3 In this agreement unless the contrary intention appears:

(a) a reference to this agreement or another instrument includes any variation or replacement of any of them;

(b) the singular includes the plural and vice versa;

(c) the word "person" includes a firm, body corporate, an unincorporated association or an authority;

(d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

(e) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.;

(f) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and

(g) a reference to any thing is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and each of them individually.

1.4 Headings are inserted for convenience and do not affect the interpretation of this agreement.

2 RIGHTS AND OBLIGATIONS OF PARTIES

2.1 The AOFM agrees that the Registered Bidder may tender for Commonwealth Inscribed Stock using the Tender System on the terms and conditions of this agreement and the Conditions of Operation.

2.2 Both parties confirm the acknowledgement contained in clause 2.1 of the Conditions of Operation and agree to observe and comply with the Conditions of Operation from time to time in force. The Conditions of Operation are hereby incorporated into this agreement with the intent that the Conditions of Operation will be binding upon each party to this agreement as if the Conditions of Operation formed a contract which has been duly executed by each party.

2.3 The Registered Bidder hereby acknowledges that no AOFM officer, employee or agent has any authority to make any representations or give any warranties in relation to the operation of the Tender System or in relation to the liability of the AOFM with respect to the operation of the Tender System which are inconsistent with the Conditions of Operation.

3 GOVERNING LAW

3.1 This agreement is governed by and shall be construed in accordance with the law in force in the Australian Capital Territory.

4 ADDRESSES FOR NOTICES

Commonwealth of Australia

Name:	Australian Office of Financial Management
Address:	Treasury Building, Level 3, Newlands Street, PARKES ACT 2600
Attention:	Governance and Strategic Planning Unit
Email address:	aofmgovernance@aofm.gov.au

Registered Bidder

Name:	……..
Address:	……..
Attention:	……..
Email address:	……..

EXECUTION AND DATE

Executed as a deed.

Date: …… day of …… 202

AOFM

Signed, sealed and delivered by the Commonwealth of Australia, acting through and represented by the Australian Office of Financial Management in the presence of:

……	……
Signature of Witness	Signature of Authorised Person
……	……
Name of Witness (print)	Name of Authorised Person (print)

Registered Bidder

Signed, sealed and delivered by Registered Bidder in the presence of:

……	……
Signature of Witness	Signature of Director/Secretary
……	……..
Name of Witness (print)	Name of Director/Secretary (print)

……	……
Signature of Witness	Signature of Director/Secretary
……	…….
Name of Witness (print)	Name of Director/Secretary (print)

Alternatively for execution by Registered Bidder under power of attorney.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF

[LEGAL ENTITY NAME]

.....

By

.....	.....
Name of Attorney (print)	Signature of Attorney

Attorney appointed by power of attorney dated **[Date of POA]** and who by executing this agreement states that the attorney has received no notice of revocation of the power of attorney.

.....

Signature of Witness

.....

Name of Witness (print)