



**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

.....

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:** ..... **ABN** ..... of  
.....  
**("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, Langton Crescent, PARKES ACT 2600  
 Attention: Chief Executive Officer  
 Facsimile No: (61 2) 6263 1222

**Registered Bidder**

Name: .....  
 Address: .....  
 Attention: .....  
 Facsimile No: .....

**EXECUTION AND DATE**

Executed as a deed.

Date: ..... day of ..... 2017.

**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

.....

Name of Witness (print)

.....

Signature of Authorised Person

.....

Name of Authorised Person (print)

**Registered Bidder**

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

.....

Signature of Witness

.....

Name of Witness (print)

.....

Signature of Director/Secretary

.....

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

.....

By

.....

Name of Attorney (print)

.....

Signature of Attorney

Attorney appointed by power of attorney dated ..... 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)