

## **REQUEST FOR TENDER – AM-7887**

**Tender Name:**

***Capacity Building for the Management  
Team of the Indonesian Islamic  
International University Short Course***

**for**

**Australia Awards in Indonesia**

8 April 2022

# Structure of Invitation

Part A – Procurement Process Guidelines

Part B – Scope of Services

Part C – Draft Contract

Part D – Selection Criteria and Information Required for Technical Assessment

Part E – Selection Criteria and Information Required for Price Assessment

Annex 1 – Organisation's Experience

Annex 2 – Draft Course Program

Annex 3 – Curricula Vitae (CVs)

Annex 4 – Statutory Declaration

Tenderers should carefully read Parts A to E – including the Scope of Services.

Tenders deemed non-conforming by Tetra Tech International Development may be rejected.

**AM-7887**

**Part A**

**Procurement Process Guidelines**

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# Reference Schedule

## 1. Invitation to Tender

You are invited to submit a tender for the provision of:

Australia Awards in Indonesia

Capacity Building for the Management Team of the Indonesian Islamic International University AM7887

## 2. Principal

Tetra Tech International Development Pty Ltd ABN 63 007 889 081  
WorldPark, Level 3, 33 Richmond Road Keswick SA 5035

## 3. Tetra Tech International Development's Requirements

Tetra Tech International Development, the Managing Contractor for the Australia Awards in Indonesia (AAI) is seeking tenders for the design and delivery of **Capacity Building for the Management Team of the Indonesian Islamic International University** Short Course. Tenders are sought in accordance with the *AAI Short Course Guidelines*<sup>1</sup> and as per the details more fully described in this Request for Tender (RFT) documentation.

Details of the course are included in Part B – Scope of Services.

To tender to design and deliver this course the lead business must be a Registered Training Organisation (RTO) in Australia or an Australian tertiary institution as defined in the *Higher Education Support Act, 2003* Table A, B and C.

AAI will exclude a tenderer on the grounds of bankruptcy, insolvency, false declarations, or significant deficiencies in performance of any substantive requirement or obligation under a prior contract with Tetra Tech International Development or AAI.

## 4. Timetable

Activity	Date
Invitation Issue Date	Friday 8 April 2022
Closing date for Registration of Intent to submit a tender	Friday 22 April 2022 at 3.00pm (ACST South Australian time)
Last Queries Date (South Australian Time)	Friday 29 April 2022 at 3.00pm (ACST South Australian time)
Closing Date and Time (South Australian Time)	Thursday 12 May 2022 at 3.00pm (ACST South Australian time)
Indicative Timetable	
Completion of evaluation	25 May 2022 (subject to DFAT approval of the procurement report)

<sup>1</sup> Tenderers who register their intent to submit a tender will be provided with these Guidelines.

Activity	Date
Notification to successful Tenderer(s)	25 May 2022 (subject to DFAT approval of the procurement report)
Notification to unsuccessful Supplier(s)	25 May 2022 (subject to DFAT approval of the procurement report)
Contract commencement	May 2022

## 5. Offers and Lodgement

Alternative Offers	Alternative Offers may be submitted	X No
Form of Lodgement		
Internet/electronic lodgement	Email	<a href="mailto:Tendersubmissions@tetrattech.com">Tendersubmissions@tetrattech.com</a>
Offer Validity Period		90 days from Closing Date and Time

## 6. Contact Person

Name	Tim Singleton
Position	
Email	<a href="mailto:Tendersubmissions@tetrattech.com">Tendersubmissions@tetrattech.com</a>

## 7. Evaluation Criteria

Criteria	<p>The evaluation criteria include, but are not limited to, the following (in no particular order of priority):</p> <ul style="list-style-type: none"> <li>• Capacity and training experience</li> <li>• Response to course specification</li> <li>• Nominated personnel</li> <li>• Price / cost</li> </ul>
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## 8. Specific Requirements

Specific requirements	<p>In performing any part of this Contract whether within or outside of Australia, the Contractor and its Personnel and Sub-Contractors must comply with all DFAT policies as applicable including:</p> <ol style="list-style-type: none"> <li>the child protection compliance standards in the <i>Child Protection Policy</i> for the DFAT – Australian Aid Program, <a href="http://dfat.gov.au/international-relations/themes/child-protection/Pages/child-protection.aspx">http://dfat.gov.au/international-relations/themes/child-protection/Pages/child-protection.aspx</a></li> <li>Disability Action Strategy: <a href="http://dfat.gov.au/about-us/publications/Pages/disability-action-strategy-2017-2020.aspx">http://dfat.gov.au/about-us/publications/Pages/disability-action-strategy-2017-2020.aspx</a></li> </ol>
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- c. *the Family Planning and the Aid Program: Guiding Principles (2009)* for the DFAT – Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);
- d. information accessibility requirements contained in the *Guidelines for preparing accessible content* for the DFAT – Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);
- e. *the Environment Management Guide for Australia's Aid Program (2012)* for the DFAT – Australian Aid Program and the *DFAT Environment Protection Policy (2014)* accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);
- f. *Gender Equality and Women's Empowerment Strategy 2016'* <http://dfat.gov.au/about-us/publications/Documents/gender-equality-and-womens-empowerment-strategy.pdf>
- g. Anti-Corruption - The Australian Government supports ethical business practices, and the prosecution of those who engage in illegal practices. <https://dfat.gov.au/aid/topics/investment-priorities/effective-governance/law-and-justice/Pages/law-and-justice-initiatives.aspx>
- h. Counter – Terrorism - ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to terrorism <https://dfat.gov.au/international-relations/security/counter-terrorism/Pages/counter-terrorism.aspx>
- i. Fraud Control and Anti-Corruption <https://dfat.gov.au/about-us/corporate/fraud-control/Pages/fraud-control.aspx>
- j. Commonwealth Procurement Rules and Guidelines <https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>
- k. Commonwealth Grant Rules and Guidelines <https://www.finance.gov.au/government/commonwealth-grants/commonwealth-grants-rules-guidelines>
- l. Preventing Sexual Exploitation, Abuse and Harassment Policy, accessible at <http://www.dfat.gov.au/pseah>
- m. Tetra Tech International Development Code of Conduct and Client Service Standards

In performing any part of the requirements personnel of the Contractor must sign and comply with Tetra Tech International Development Code of Conduct and Client Service Standards.

# 1 Invitation

## 1.1 Tetra Tech International Development's Requirements

Tetra Tech International Development invites the Tenderer to make an Offer in accordance with this Invitation for the provision of Tetra Tech International Development's Requirements.

## 1.2 Additions and Amendments

Tetra Tech International Development may amend or add to the information in this Invitation or the Specifications at any time before the Closing Date and Time and may extend the Closing Date and Time to enable the Tenderer to amend their Offer.

## 1.3 Accuracy of Invitation

Tetra Tech International Development makes no promise or representation that any factual information supplied in or in connection with this Procurement Process or Invitation is accurate.

Information is provided in good faith and Tetra Tech International Development will not be liable for any omission from this Invitation.

## 1.4 The Use of Invitation

Without the express prior written consent of Tetra Tech International Development, the Tenderer must not re-produce, re-advertise and/or in any way use the contents of this Invitation either in whole or in part, other than for the purpose of preparing and lodging an Offer.

## 1.5 Procurement Process does not create a Contract

The Tenderer's participation in this Procurement Process, (including the preparation and lodgement of the Offer), is at the Tenderer's sole risk.

Nothing in this Invitation, the Procurement Process, or the Tenderer's Offer must be construed as creating any binding contract or other legal relationship (express or implied) between the Tenderer and Tetra Tech International Development.

# 2 Structure of Invitation

This Invitation consists of five parts:

## Part A - Procurement Process Guidelines

Part A contains general information about the Procurement Process and how the Tenderer can make an Offer.

## Part B – Scope of Services

Part B sets out Tetra Tech International Development's Requirements in detail.

## Part C - Draft Contract

Part C contains the proposed terms and conditions of the contract that may be entered into between the Tenderer and Tetra Tech International Development if the Tenderer's Offer is successful.

## Part D - Selection Criteria and Information Required for Technical Assessment

Part D sets out the format and information that the Tenderer is required to provide in the Offer.

The Tenderer must complete and submit all parts of the Part D Response Schedule and use templates where provided

## Part E – Selection Criteria and Information Required for Price Assessment



The Tenderer must complete the Pricing Schedule.

## **3 Communication**

### **3.1 Contact Person**

The Tenderer may only communicate with the Contact Person (listed on the front page of this document) about this Invitation, and that contact must be in writing.

### **3.2 Requests for Clarification**

Up to and including the Last Queries Date, the Tenderer may submit a query or request for further information in writing to the Contact Person.

Tetra Tech International Development does not guarantee that it will respond to any query, particularly queries received after the Last Queries Date.

Tetra Tech International Development reserves the right in its' discretion to inform all other Tenderers of any question or matter any Tenderer may raise and the response given (but may choose not to do so).

Tetra Tech International Development is not obliged to consider any clarification from any Tenderer that it considers to be unsolicited or otherwise impermissible.

## **4 The Tender Offer**

### **4.1 Format of Offer**

The Offer must be completed using the Part D Response Schedules, (unless the Tenderer is otherwise directed).

The Offer must:

- a) be submitted in the name of the entity with which Tetra Tech International Development would enter into the contract and include the name of the person authorised to negotiate and conclude a contract;
- b) be formatted in font type Arial, no smaller than 10 point and in single column format;
- c) not contain the Tetra Tech International Development or DFAT logo on any Tender documentation;
- d) submit the financial component of the Tender as a separately sealed attachment;
- e) be in English;
- f) be endorsed by an appropriately authorised officer with any alterations or prices clearly and legibly stated and any alterations initialled;
- g) quote prices in Australian Dollars that are GST inclusive and, in relation to GST, must state where the GST is applicable and show that amount separately;
- h) stipulate fixed prices (unless otherwise specifically required or indicated); and
- i) be concise and only provide what is sufficient to present a complete and effective response.

Tetra Tech International Development may disregard any content in an Offer that is illegible.

### **4.2 Conforming Offer**

The Tenderer must submit a Conforming Offer to be considered.

A Conforming Offer means an Offer by the Supplier that includes all requested information, in the form requested, and is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria

#### **4.3 Alternative Offers – Not accepted.**

#### **4.4 Cost of Preparing the Offer**

The Tenderer is solely responsible for the cost of preparing and submitting the Offer(s) and all other costs arising from the Tenderer's participation in the Procurement Process.

### **5 Lodging and Offer**

The Closing Date and Time for lodging the Offer(s) is nominated in the Reference Schedule. Tetra Tech International Development may extend the Closing Date and Time in its absolute discretion.

#### **5.1 Email lodgement**

The Tenderer must lodge the Offer via the email address provided, and the Tenderer must satisfy the requirements for email lodgement specified in the Reference Schedule.

The Tenderer must virus check any Offer (including all constituent files and/or documents) before lodging via email.

The Tenderer is encouraged to lodge the Offer at least two hours before the Closing Date and Time.

Where an Offer is lodged via email, each lodgement will be regarded as full and complete. If the Tenderer needs to modify a single document or a group of documents, the Tenderer will need to submit all documents again.

Offer(s) lodged via email cannot exceed 10MB.

#### **5.2 Late Offers**

If an Offer is lodged after the Closing Date and Time, it may be ineligible for consideration unless:

- a) Tetra Tech International Development determines in its sole discretion that Tetra Tech International Development has caused or contributed to the failure to lodge by the Closing Date and Time; or
- b) Tetra Tech International Development decides that exceptional circumstances exist which warrant consideration of the late Offer and that acceptance of the late Offer does not compromise the integrity of the Procurement Process.
- c) Tetra Tech International Development in its sole and absolute discretion reserves the right to take into account a late tender.

#### **5.3 Validity**

By lodging an Offer the Tenderer agrees that the Offer will remain open for acceptance by Tetra Tech International Development for the validity period specified in the Reference Schedule.

#### **5.4 Tetra Tech International Development's Use of The Tenderer's Offer Materials**

Upon lodgement, all of the Tenderer's Offer Materials will become the property of Tetra Tech International Development.

Intellectual Property owned by the Tenderer or any third parties forming part of the Offer Materials will not pass to Tetra Tech International Development with the physical property comprising the Offer Materials. However, the Tenderer acknowledges and agrees that the Tenderer has the authority to grant to Tetra Tech International Development an irrevocable, royalty free licence to use, reproduce and circulate any copyright material contained in the Offer to the extent necessary to conduct the Evaluation and in the preparation of any resultant contract.

## **6 Consortia and Sub-contracting**

### **6.1 Consortia**

If the Tenderer is a member of a consortium then the Offer must stipulate which part(s) of Tetra Tech International Development's Requirements that each entity comprising the consortium would provide and how the entities would relate with each other to ensure full provision of Tetra Tech International Development's Requirements. All consortium members that are not natural persons are to provide details relating to their legal nature and any relevant corporate structure.

Tetra Tech International Development will treat the Tenderer as the preferred contact person for any consortium Offer.

### **6.2 Sub-contracting**

If the Offer relies on a sub-contracting arrangement, then the Tenderer must stipulate in the Offer the tasks that the proposed sub-contractor(s) would undertake. The Tenderer will remain legally responsible for meeting Tetra Tech International Development Requirements.

## **7 Procurement Process Conduct**

### **7.1 The Tenderer's Conduct**

The Tenderer must:

- a) ensure all communications are undertaken via the Contact Person
- b) declare any actual or potential conflict of interest
- c) not employ or engage the services of any person who has a duty to Tetra Tech International Development as an adviser, consultant or employee (or former adviser, consultant or employee)
- d) not offer any incentive to, or otherwise attempt to influence, any employee of Tetra Tech International Development or any member of an evaluation team at any time
- e) not engage in any collusive or anti-competitive conduct with any Supplier
- f) comply with all laws in force in South Australia applicable to this Procurement Process
- g) disclose whether the Tenderer is acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s)
- h) not issue any news releases or responses to media enquiries and questions regarding this Procurement Process or this Invitation without Tetra Tech International Development's written approval.

If the Tenderer acts contrary to the expectations outlined above, Tetra Tech International Development reserves the right (regardless of any subsequent dealings) to exclude the Tenderer's Offer from further consideration.

### **7.2 Tetra Tech International Development's Conduct**

Tetra Tech International Development will:

- a) preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality)
- b) give Suppliers the opportunity to compete fairly.

### **7.3 Confidentiality**

The Tenderer must identify any aspect of the Offer that the Tenderer considers should be kept confidential including reasons. Tetra Tech International Development is not obliged to treat information as confidential and in the absence of any agreement to do so, the Tenderer acknowledges that Tetra Tech International Development has the right to publicly disclose the information.

Any condition in the Offer that seeks to prohibit or restrict Tetra Tech International Development's right to disclose will not be accepted.

Information supplied by or on behalf of Tetra Tech International Development is confidential to Tetra Tech International Development and the Tenderer is obliged to maintain its confidentiality. The Tenderer may disclose confidential information to any person that has a need to know the information for the purposes of submitting the Offer.

### **7.4 Disclosure of Information Provided by Tenderers**

Tetra Tech International Development's selection process for services is conducted in accordance with Australia's Commonwealth Procurement Rules. For the purpose of assessing Tenders, Tetra Tech International Development is required to pass Tenders to Commonwealth Government Departments and Agencies as Tetra Tech International Development sees fit and to relevant Ministers and Parliamentary Secretaries.

It is Tetra Tech International Development policy not to divulge to a Tenderer information that has been provided in-confidence by another.

Tenderers should note that the Freedom of Information Act 1982 (The Act) gives members of the public rights of access to official documents of the Commonwealth Government and its Agencies. The Act extends, as far as possible, rights to access information in the possession of the Commonwealth Government and its Agencies, limited only by considerations for the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

### **7.5 Commonwealth Procurement Rules and PGPA Act**

Tenderers should be aware that the Commonwealth Procurement Rules ('CPRs') and the Public Governance Performance and Accountability Act Rules 2013 (Cth) ('PGPA Act') as amended from time to time, apply to this RFT. The CPRs are available at the Australian Department of Finance website.

### **7.6 Indigenous Procurement Policy**

It is Commonwealth policy and therefore Tetra Tech International Development policy, to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see <https://www.dpmc.gov.au> for further information).

Tenderers should note that the Indigenous Procurement Policy does not apply to this procurement.

However, in completing Part D, Response, tenderers are encouraged to provide information on how their organisation or tender proposal stimulates Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.

Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and / or use of Indigenous suppliers in the Tenderer's supply chain.

## **8 Evaluation Process**

### **8.1 Evaluation**

Tetra Tech International Development will evaluate and assess only those tenders determined to be complying with the requirements of the Tender Documents. The evaluation of tenders will be on a

'value for money' basis in accordance with Australian Commonwealth Procurement Rules, including but not limited to the following:-

- Capacity and training experience
- Response to course specification
- Nominated personnel
- Price / cost

Tetra Tech International Development reserves the right to negotiate a successful tender with any of the Tenderers in the event that none of the tenders received fully meet the evaluation criteria.

Tetra Tech International Development reserves the right to accept or reject any tender at any time prior to the award of a contract, without thereby incurring any liability to the affected tenderer or tenderers.

Tetra Tech International Development reserves the right to reject all tenders before re-calling tenders from any source including those tenderers who have already submitted tenders.

In evaluating Offers Tetra Tech International Development will consider:

- a) the Evaluation Criteria
- b) the overall value for money of the Offer

Where mandatory criteria are specified in the Reference Schedule and the Offer does not comply with these criteria Tetra Tech International Development may choose not to further evaluate the Offer.

Tetra Tech International Development may seek the advice of external consultants to assist Tetra Tech International Development in evaluating the Offers.

Tetra Tech International Development may in its absolute discretion:

- a) take into account any relevant consideration when evaluating Offers
- b) invite any person or entity to lodge an Offer
- c) allow a Supplier to change its Offer
- d) consider, decline to consider, or accept (at Tetra Tech International Development's sole discretion) an Offer lodged other than in accordance with this Invitation
- e) seek further information from the Tenderer regarding the Offer including but not limited to requests for additional information or presentations by, or interviews with the Tenderer or the Tenderer's key personnel
- f) seek and evaluate relevant financial viability data concerning any Suppliers' business and related entities including seeking any assistance from third party providers
- g) make enquiries of any person or entity to obtain information about any Supplier and its Offer (including but not limited to the referees)
- h) visit facilities operated by any Supplier, proposed subcontractors of any Supplier and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).

## **8.2 Discontinue Process**

Tetra Tech International Development may decide not to proceed any further with the Procurement Process for Tetra Tech International Development's Requirement.

## **8.3 Shortlisting**

Tetra Tech International Development may choose to short-list some Suppliers and continue evaluating Offers from those short-listed Suppliers. Tetra Tech International Development is not at any time required to notify the Tenderer, any Supplier or any other person or organisation interested in making an Offer of its intentions or decision to short-list.

## 8.4 Negotiation

Tetra Tech International Development may choose to:

- a) enter into negotiations with the Tenderer or any Supplier (including parallel negotiations with more than one Supplier) in order to vary its Offer on grounds of capability / capacity, technical issues, cost, effectiveness, to finalise agreement on the terms of the contract, or any other matters
- b) re-evaluate Offers generally after any negotiation
- c) suspend, discontinue or terminate at any time negotiations with the Tenderer or any Supplier or any other person or organisation
- d) negotiate with the Tenderer or any Supplier for the provision of any part of Tetra Tech International Development's Requirement and negotiate with any other Supplier with respect to the same or other parts of Tetra Tech International Development Requirement and to enter into one or more contracts for part or parts of Tetra Tech International Development's Requirement
- e) negotiate at any time with any organisation that is not a Supplier and enter into a contract in relation to Tetra Tech International Development's Requirement or any part of Tetra Tech International Development's Requirement with that organisation on such terms as Tetra Tech International Development, at its absolute discretion, considers appropriate
- f) seek best and final offers from all or some of the Suppliers. Irrespective of Tetra Tech International Development's right to negotiate and/or seek a best and final offer, The Tenderer is bound by the Offer, and if selected, the Tenderer must be willing to enter into a contract on the basis of the Offer.

## 8.5 Contract Formation

Tetra Tech International Development will contract with one sole provider for the Services.

No legal relationship will exist between a Supplier and Tetra Tech International Development for the supply of Tetra Tech International Development's Requirement until such time as a binding contract is executed by both parties.

# 9 Glossary

## 9.1 Definitions

In this Invitation, unless the contrary intention is apparent:

- a) "Alternative Offer" is an alternative or innovate offer which provides a value for money solution that meets Tetra Tech International Development's Requirements
- b) "Closing Date and Time" means the date and time nominated in the Reference Schedule by which Offers are required to be lodged
- c) "Conforming Offer" means an Offer by the Supplier that includes all requested information, is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria
- d) "Contact Person" means the person nominated in the Reference Schedule authorised by Tetra Tech International Development to communicate with Suppliers about the Procurement Process
- e) "CPR" means Australian Commonwealth Government's Commonwealth Procurement Rules
- f) "DFAT" means Australian Commonwealth Government Department of Foreign Affairs and Trade
- g) "Evaluation" means the process for considering and evaluating Offers in accordance with clause 8

- h) "Intellectual Property" means any patent, copyright, trademark, trade name, design, trade secret, knowhow, or other form of intellectual property and the right to registration and renewal of the intellectual property
- i) "Invitation" means this document inviting persons to lodge an Offer
- j) "Last Queries Date" means the date nominated in the Reference Schedule as the last date for Suppliers to seek information or clarification of any matters relating to this Invitation
- k) "Mandatory Criteria" means the criteria considered by Tetra Tech International Development to be critical and identified in the Reference Schedule
- l) "Offer" means the documents constituting an offer lodged by a Supplier to meet Tetra Tech International Development's Requirement in accordance with this Invitation
- m) "Offer Material" means all documents, data, computer programs, computer discs and other materials and things provided by a Supplier in relation to an Offer arising out of this Invitation
- n) "Part" means a part of this Invitation
- o) "Procurement Process" means the process commenced by the issuing of this Invitation and concluding upon the award of a contract (or other outcome as determined by Tetra Tech International Development) or upon the earlier termination of the process
- p) "Reference Schedule" means the reference schedule in Part A of this Invitation
- q) "South Australian Time" means the time applicable to South Australia, as defined at <http://www.australia.gov/about-australia/our-country/time>
- r) "Specification" means the information about Tetra Tech International Development's Requirement described in Part B
- s) "Supplier" or "The Tenderer" means any person or organisation responding to this Invitation by lodging an Offer.

**Part B**

**Scope of Services**



# Scope of Services

## 1. Activity Identification

1.1	<b>Client</b>	Tetra Tech International Development International Ltd (Tetra Tech International Development)
1.2	<b>Program</b>	Australia Awards in Indonesia – Short Courses
1.3	<b>Short Course title</b>	Capacity Building for the Management Team of the Indonesian Islamic International University
1.4	<b>Course duration and proposed delivery dates</b>	<p>The course consists of:</p> <ul style="list-style-type: none"> <li>• Pre-course workshop <b>in Indonesia</b>: late July or early August 2022 (date will be negotiated with the preferred tenderer)</li> <li>• Course <b>in Australia</b>: August or September 2022 (location determined by the tender outcome, date will be negotiated with the preferred tenderer)</li> <li>• Post-course workshop <b>online</b> (TBC): late November or early December 2022 (date will be negotiated with the preferred tenderer)</li> <li>• In addition to these three parts, the course provider is also expected to deliver three 2-3-hour online Award Project mentoring/check-in sessions (in August, October and November, exact dates TBC after the course dates are locked in) to support the participants' Award Project implementation</li> </ul> <p>As part of the program, participants will have the opportunity to meet with leading experts in the sector. The participants are expected to implement their Award Projects by the post-course workshop and disseminate the learnings from the course in their organisations.</p> <p>If relevant, the tenderers are advised not to contact any Australian Government agencies regarding their engagement in this short course (face-to-face or virtual site visits, guest speakers). The tenderers can include the agencies in the proposed course program without contacting the agencies. As part of the contract negotiations with the preferred tenderer, AAI will develop a plan with the Australian Embassy in Jakarta and the preferred tenderer detailing the communication with the Australian Government agencies.</p>
1.5	<b>Number of participants</b>	25 participants
1.6	<b>Course provider conditions for participation</b>	The lead Tenderer <b>must</b> be a Registered Training Organisation (RTO) in Australia or an Australian tertiary institution as defined in the <i>Higher Education Support Act, 2003</i> Table A, B and C.

## 2. Contract Details

2.1	<b>Delivery</b>	Tasks must be performed by a qualified and competent team.
2.2	<b>Contract Type</b>	Service agreement to be negotiated between Tetra Tech International Development and the lead Tenderer.  The Service agreement will include all activities detailed in Section 6 with the exception of post-course outcome level M&E activities (Section 6.6) in line with the head contract end date.
2.3	<b>Basis of Payment</b>	<ul style="list-style-type: none"> <li>• Fixed management fee</li> <li>• Personnel course design cost</li> <li>• Personnel delivery cost and</li> <li>• Reimbursable expenses</li> </ul>

### 3. Program background and intended outcomes

3.1	<b>Background</b>	The Australia Awards are prestigious international Scholarships and Short Courses funded by the Australian Government. They offer the next generation of global leaders an opportunity to undertake study, research and professional development in Australia. Short Courses are a key component of the Australia Awards in Indonesia program.
3.2	<b>Goals &amp; Purpose</b>	The goals and purpose of Australia Awards in Indonesia are underpinned by three program outcomes. These are: <ul style="list-style-type: none"> <li>• the alumni's use of knowledge, attitude and skills to influence their professional fields and communities</li> <li>• the linkages between the alumni and Australians and Australian organisations</li> <li>• the positive perceptions that Alumni have of Australia and Australians</li> </ul>
3.3	<b>Outputs</b>	All courses delivered under Australia Awards in Indonesia are required to provide assessment against the following outputs: <ul style="list-style-type: none"> <li>• Course meets participant learning and development needs</li> <li>• Course results in new learning, networking opportunities with Australians and exposure to Australian organisations</li> </ul>

### 4. Course details

4.1	<b>Background</b>	The Indonesian Islamic International University (IIIU) is a newly established graduate institution with four faculties (Faculty of Islamic Studies, Faculty of Economics and Business, Faculty of Social Sciences and Faculty of Education). New faculties are projected to be established in the academic years 2023/2025 including a Faculty of Science and Technology, Faculty of Law, and Faculty of Design and Arts. The University is a priority project of the Indonesian Government and is a response to the need for Indonesia to have a stronger voice on Islamic issues globally. Once established as a highly reputable international institution, the IIIU will operate to serve both domestic and international
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		<p>scholars and provide an alternative to the long-standing tradition of regional Islamic scholars continuing their studies in the Middle East.</p> <p>IIIU offers various academic programs focusing on the study of Islam and the Muslim world. The University also has various research centres with specific expertise to respond to strategic issues and challenges related to Muslim society worldwide. IIIU's objective is also to preserve and promote Islamic culture, civilization and heritage in the region. The University will house a museum to exhibit a collection of artifacts with historical, aesthetical and scientific significance to the Muslim world<sup>2</sup>.</p> <p>IIIU provides full scholarships for international students and the university invites international professors to teach and research. In the academic year 2021-22 the university has 100 Master students which is expected to grow to 500 in 2022-23. The university expects to have 1050 Masters students and 550 Doctoral students in 2023-24 and 1525 Masters students and 900 Doctoral students in 2024-25. The number of faculties will increase to seven. Currently the university employs 12 Senior Leaders, 32 Lecturers, 9 Operational Managers, 12 technical staff, and 26 other staff members. The first hybrid classes in Islamic Studies were delivered in December 2021 and the campus will be inaugurated in 2022<sup>3</sup>. The post-graduate courses across Islam, Education, Political Science and Economics aim to raise Indonesia's influence and profile as a place of Islamic scholarship. Australia and Australian Universities have had a pivotal part in progressing the University from its inception to its current form.</p>
<b>4.2</b>	<b>Purpose</b>	<p>This course provides participants with opportunities to benchmark the way Australian universities manage their internationalisation, financial management and IT. The course also aims to develop institutional links between IIIU and Australian universities.</p> <p>The course aims to ensure Australia remains a trusted partner, this course is one of the ways to connect Australian education institutions with IIIU to support the capacity of the University's management team. The course provider (selected through an open tender process) will also have an opportunity to create their own institutional links with IIIU.</p> <p>The course will focus on building the management team's capacity in:</p> <ol style="list-style-type: none"> <li>1. Internationalising the university – projecting IIIU as an international university</li> <li>2. Financial stability</li> <li>3. IT in the university context</li> </ol>
<b>4.3</b>	<b>Course learning objectives</b>	<p>The following learning objectives have been identified in consultations with the Australian Embassy in Jakarta and IIIU representatives. The objectives will be finalised during the pre-course workshop to match course participants' individual learning objectives.</p>

<sup>2</sup> <https://uiii.ac.id/about/introduction>

<sup>3</sup> Ibid

		<p><b>Financial management stream</b></p> <ul style="list-style-type: none"> <li>▪ Develop a university planning and budgeting system that suits IIIU's needs (strategic planning and budgeting)</li> <li>▪ Develop a financial management system that is accountable, effective and efficient and minimises risk</li> <li>▪ Analyse financial risks</li> </ul> <p><b>IT stream</b></p> <ul style="list-style-type: none"> <li>▪ Develop a governance system and develop IIIU as a digital technology-based campus</li> <li>▪ Benchmark and share experiences and best practices on the use of information technology at the university sector</li> <li>▪ Develop IT systems to support enterprise resource planning</li> <li>▪ Identify ways to improve existing risk management approaches</li> </ul> <p><b>Internationalisation stream</b></p> <ul style="list-style-type: none"> <li>▪ Develop business development strategies and activities</li> <li>▪ Benchmark and share experiences and best practices on universities' internationalisation efforts (analyses, strategies, programs etc.)</li> <li>▪ Identify ways to improve existing risk management approaches in internationalization</li> </ul> <p><b>Joint sessions (2-3 hours each day)</b></p> <ul style="list-style-type: none"> <li>▪ Develop IIIU as an international quality campus based on modern management</li> <li>▪ Optimise the potential of existing human resources and evaluate required human resources</li> <li>▪ Effectively lead work groups and teams by creating a shared vision and working towards that vision</li> <li>▪ Benchmark latest trends in monitoring and evaluating programs and initiatives in financial management, IT and internationalization</li> <li>▪ Explore latest innovations and future directions relevant for the three streams</li> <li>▪ Learn about Islamic studies providers, networks and programs in Australia</li> <li>▪ Develop programs and initiatives to further improve the practices in the three target sectors (through the Award Project)</li> <li>▪ Identify lessons learned in collaboration between universities</li> <li>▪ Build networks with Australian institutions and experts for partnerships and future collaboration</li> </ul>
4.5	<b>Course Assessment</b>	<ul style="list-style-type: none"> <li>▪ As part of the course, participants will plan and implement an Award Project (small group development project). The Project topics are approved by the participants' supervisors. During the program there will be regular mentoring/supervision sessions to make sure that the content and processes of the program are meeting the learning needs and the development of the Award Projects</li> <li>▪ In the weeks following the course participants will formally report back on the progress of their Award Projects. Prior to the post-course workshop the participants will complete a report (i.e.</li> </ul>

		PowerPoint slide, video slide show, etc.) describing what has been achieved so far and any challenges faced. These reports will be presented at the post-course workshop
4.6	Participants	<p>The course will be delivered to 25 participants.</p> <p>The course is targeted to IIIU management team in the following three sectors:</p> <ul style="list-style-type: none"> <li>i) Financial management</li> <li>ii) IT</li> <li>iii) Internationalisation</li> </ul> <p>Course participant profile:</p> <ul style="list-style-type: none"> <li>• The course target is university administrators</li> <li>• Participant selection is endorsed by the supervisor</li> <li>• Commitment to prepare and implement an Award Project, an individual or small group development project as part of the course</li> <li>• Commitment to engage actively and foster networks with multiple stakeholders</li> <li>• Commitment to disseminate learning from the course with colleagues and peers</li> <li>• Applicants are expected to have professional working proficiency in English. The applicants' English language competency is part of the selection process. The assessment of language competency is based on a phone interview and any additional evidence provided by the applicant (proof of studies or living in an English-speaking country, working in an English-speaking environment, completion of studies in English, language courses or language tests)</li> <li>• Participants will be selected through a competitive process whereby applicants submit: <ul style="list-style-type: none"> <li>(1) Responses to selection criteria (3-4 questions)</li> <li>(2) CV outlining their roles and responsibilities in the sector</li> </ul> </li> <li>• Women and people with a disability are strongly encouraged to apply</li> </ul> <p><b>To be eligible, all participants must:</b></p> <ul style="list-style-type: none"> <li>▪ be a minimum of 18 years of age at the time of commencing the Short Course (SC);</li> <li>▪ not have Australian permanent residence status or be applying for permanent residency;</li> <li>▪ be a citizen of and residing in Indonesia;</li> <li>▪ not be married or engaged to, or be a de facto of a person who holds, or is eligible to hold, Australian or New Zealand citizenship or permanent residency;</li> <li>▪ have been working in Indonesia and in an area relevant to the SC preceding the date of the proposed commencement of the SC;</li> <li>▪ be able to participate in the nominated SC activities at the time and for the duration proposed by Australia Awards.</li> </ul> <p>Gender equity will be a consideration and encouraged but not a constraint, given that participants are selected by position and position responsibilities. Australia Awards will convene an independent</p>

		selection panel to review applications and select participants based on merit against the above participant profile.
4.7	<b>Location</b>	<p>The 2-week part of the course will be delivered in Australia (subject to Covid-19 conditions). The course will be delivered in the location determined by the preferred tenderer's course program.</p> <p><b>The tenderer will include a proposed course program in Annex 2.</b></p>
4.8	<b>Teaching / learning approach</b>	<p>The course will focus on building the management team's capacity in:</p> <ol style="list-style-type: none"> <li>1. Internationalising the university – projecting IIIU as an international university</li> <li>2. Financial stability</li> <li>3. IT in the university context</li> </ol> <p>This course consists of a 2-week intensive course in Australia (subject to Covid-19, see section on delivery schedule) and two workshops, one in Indonesia, one online. The course participants will develop and implement personal or group development projects, Award Projects and disseminate the learnings from the course after the course completion.</p> <p>The course will have three streams running concurrently. Each stream will have 4-5 hour of separate sessions each day (including site visits and networking) followed by 2-3 hours of joint sessions (including Award Project work, collaboration between the streams, reflection etc.).</p> <p>To achieve the above-mentioned learning outcomes, the proposed course applies a range of learning methodologies:</p> <ul style="list-style-type: none"> <li>• Lectures and classroom sessions</li> <li>• Case studies</li> <li>• Site visits</li> <li>• Workshops, discussion, and planning sessions</li> <li>• Simulations and role plays</li> <li>• Networking events (TBC)</li> <li>• Award Project model used across all Australia Awards in Indonesia short courses (participants develop a project, conduct required analyses, present the project at pre-course workshop, further develop the project during the in-Australia course and present the implemented project at the post-course workshop).</li> </ul>
4.9	<b>Certification</b>	The course provider will award the participants with a Certificate of Completion or Certificate of Attainment (developed by Australia Awards) which will be distributed to the participants at the post-course workshop.

## 5. Financial details

5.1	<b>Funding of courses</b>	<p>The preferred tenderer is to submit a <i>financial proposal (course budget)</i> using a template provided by AAI.</p> <p><b>Important note:</b> The Financial Proposal submitted by the Tenderers forms part of the like for like price assessment of this RFT.</p>
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		<p>Reimbursable costs do not form part of the like for like price assessment of this RFT. <b><u>Tenderers are not to include any of the reimbursable costs as part of their financial proposal.</u></b></p> <p>Reimbursable budget will be negotiated with the preferred tenderer and will be included in the initial sub-contractor agreement.</p>
5.2	<b>Invoicing and payment</b>	<p>Tetra Tech International Development shall pay the Contractor the Service Fees in instalments known as Milestone Payments (based on outputs as summarised below). The Payments will be payable to the Contractor progressively, on Tetra Tech International Development's acceptance of the satisfactory completion of identified outputs and a correctly rendered invoice. Where a Payment is to follow acceptance of a report, Tetra Tech International Development shall not be obliged to make full payment until all of the outputs to be achieved by the Contractor in the period covered by the report have been achieved to its satisfaction. Payments will be paid within thirty (30) days of acceptance by Tetra Tech International Development of the input/outputs being completed to its satisfaction as summarised below: Further detail is provided in the Draft Contract provided as Part C of this RFT.</p>
5.3	<b>Value for money</b>	<p>Most aspects of the funding of courses are developed in conjunction with Tetra Tech International Development using the standard costing template (Course Budget) included in the sample contract (attached to this RFT document). Within their submissions Tenderers are asked to provide information that will assist Tetra Tech International Development to determine value for money of the tender bid (e.g. fixed management fee to design and deliver the course, personnel course design cost, personnel course delivery cost).</p>

## 6. Services to be provided and specific tasks

6.1	<p><b>Overview of tasks</b></p> <p>Course providers are responsible for:</p> <ul style="list-style-type: none"> <li>• Designing, delivering, monitoring, evaluating and reporting on the course for 25 selected Indonesian nationals.</li> <li>• All aspects of the activity from course design through to recipients' course completion. Responsibility resides with the course provider from the time of the group arrival at the international airport in Australia to their departure from Australia. It includes: arranging and supervising accommodation; organising and procuring participant health insurance; briefing the participants on arrival; provision of required course material and info packs; payment of allowances; domestic transport; other logistics; welfare and recreation activities; organising and managing interpreting and translation services as required; course venues and site visits; excursions and practical activities; contracting of experts and guest lecturers; and the identification of site visit hosts. The provider is also responsible for the delivery of the pre- and post-course workshops.</li> </ul> <p>Tetra Tech International Development is responsible for:</p> <ul style="list-style-type: none"> <li>• Liaison with the agencies to complete the selection of participants and identify the detailed learning objectives; pre-departure arrangements and briefings in Indonesia; administrative arrangements (venue, participant travel and accommodation bookings) for the workshop; the preparation and payment of participants' international travel; and the arrangement of Australian visas for the participants.</li> </ul>
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The various component tasks associated with the course providers responsibilities are set out in the following sections. Tetra Tech International Development has developed *AAI Short Course Guidelines* that assist with many of these responsibilities including any set required service levels. These Guidelines will be provided to Tenderers who register their intent to submit a tender.

## **6.2 Pre-course preparation**

The contracted course provider will:

- Confirm with the AAI Short Term Awards Adviser course and participant requirements, finalise delivery dates and make prior arrangements for venues, logistics, domestic travel, etc.;
- Employ a Course Designer (this can be allocated to the Course Leader or these two roles can be separate, please indicate this preference in the tender proposal) to design a flexible and experiential program (including teaching, learning and site visits) that responds to the course learning objectives;
- Develop a budget for the course using the *Course Budget* template and supply this in MS Excel format for AAI/Coffey approval;
- Design the 3-day pre-course workshop in Indonesia, 2-week course in Australia and an online post-course workshop;
- Identify and sub-contract suitable experts, guest lecturers, interpreters, site visit organisations, etc. to ensure a varied and contextualised learning experience;
- Prepare course materials and upload in a cloud (link provided to the participants prior to the pre-course workshop);
- If required, conduct pre- and post-course tests (this will be negotiated with the successful Tenderer);
- Develop specific pre-departure briefing material on the course and location. This material will be emailed to the participants in advance;
- Develop a short orientation program and welcome packs (SIM cards etc.) for the participants on arrival;
- Have contingency plans in place to vary the program if mobilisation is delayed.

## **6.3 Delivery**

The contracted course provider will:

- Employ a Course Leader to manage the delivery of the course and ensure the course is delivered according to contractual requirements and the Scope of Services;
- Inform the AAI Short Term Awards Adviser of any changes to the program or staffing;
- Manage participants from pick up at the international airport in Australia until course completion. Providers will be responsible for managing participants 24 hours a day, 7 days a week and need to budget to allocate staff accordingly;
- Meet the group on arrival at the nominated airport in Australia, and arrange transport to accommodation;
- Provide an arrival orientation in Australia on the course and team, study and nearby facilities; anticipated course attendance/study behaviours, participant accommodation and local area and transport, Australian cultural norms, per diem amounts and payment arrangements, health insurance and medical care assistance, academic and welfare support mechanisms and; communications and IT;
- Deliver the course as agreed and adjust content based on requests approved by AAI;
- Actively and continuously facilitate participant learning through review sessions, discussions, small group sessions;



	<ul style="list-style-type: none"> <li>• Deliver the workshops as identified above. Australia Awards team will make the logistical and administrative arrangements for the pre and post-course workshops. The provider will provide the trainer and develop the content and material as well as work with the Australia Awards team to identify potential site visits or additional speakers to invite;</li> <li>• Ensure recipients complete the required planning phase of the Award Project prior to return to Indonesia and that they implement their Award Project after they return back to work and get their supervisors' approval of the implementation of the Project by the completion of the post-course workshop;</li> <li>• Employ an Interpreter if required (details to be negotiated during contract negotiations) during the delivery of all course sessions delivered in English, as well as a back-up or relief Interpreter as required based on contract negotiations and participant requirements;</li> <li>• Translate learning resources as required and within budget;</li> <li>• Provide adequate administrative support and pastoral care including accommodation and catering during course hours for all participants.</li> </ul>
<p><b>6.4</b></p>	<p><b>Logistics</b></p> <p>For all activities in Australia and Indonesia, the course provider will arrange:</p> <ul style="list-style-type: none"> <li>• Per diems to cover living expenses while attending the course as per the <i>AAI Short Course Guidelines</i>.</li> <li>• Travel and health insurance for the duration of the course in Australia</li> <li>• Accommodation during the course in Australia</li> <li>• Venues in Australia</li> <li>• Transportation to and from the airport, to and from meetings and site visits (excluding participant transportation to and from workshops in Indonesia)</li> </ul>
<p><b>6.5</b></p>	<p><b>Welfare support/pastoral care</b></p> <p>The course provider will:</p> <ul style="list-style-type: none"> <li>• Employ a, preferably female, Bahasa Indonesia-speaking Welfare Officer in Australia to monitor and provide general welfare and health support for Indonesia recipients including orientation and advice on issues encountered. The Welfare Officer is the key liaison between the group and course delivery team. It is recommended that the Welfare Officer be employed on a full-time basis for the duration of the course;</li> <li>• Provide support for participants who fall ill during the course and require medical treatment as per the <i>AAI Short Course Guidelines</i>;</li> <li>• Provide advice to participants on administrative, logistical, health and welfare matters affecting them during their stay in Australia and, where necessary, arrange for professional counselling;</li> <li>• Work with participants to resolve any issues and problems as they arise, and advise Tetra Tech of the issues and include lessons learned in the final report;</li> </ul> <p>Arrange for suitable social and recreational activities and excursions for the participants in Australia, within approved budget.</p>
<p><b>6.6</b></p>	<p><b>Monitoring and evaluation</b></p> <p>The course provider will implement Australia Awards Indonesia's Monitoring and Evaluation (M&amp;E) Framework tailored to the course. The reporting and survey templates will be provided to the preferred tenderer. If feasible, the course provider is encouraged to conduct pre and post-course tests at course commencement and completion (if relevant to the topic). The pre and post-tests must be designed to measure changes in participant skills,</p>

knowledge and/or attitudes and the extent to which the course met its stated objectives (focusing on course content and competencies, rather than participant self-assessments).

At the **outcome level** this includes post-course M&E activities to assess against the following:

*Ongoing assessment*

- Increased public visibility of the Australia Awards in Indonesia. Indicators to include personal, published or official references to the AAI program that imply positive recognition of Australian Government's efforts to support Indonesia's development in the sector

*Award Project Implementation and Assessment*

- Development of new policies and implementation of new practices. Indicators to include the number and type of Award Projects implemented and the level of implementation

The course provider is required to fully cooperate with Australia Awards in Indonesia staff involved in the review, monitoring or evaluation of the activity, including providing all M&E documents and results and allocating reasonable time within the course program to provide Tetra Tech International Development and/or delegated stakeholders with access to participants for monitoring and review purposes.

**6.7 Reporting**

The course provider will:

- Prepare a 2-page brochure to summarise the delivery of the program; including highlights, networking opportunities, participants' testimonials.
- Prepare a Completion Report on the training experience (maximum 15 pages) within four weeks of post-course completion.
- Prepare a Financial Report detailing actual expenditure incurred following the completion of the course and the post-course. In the case of reimbursable costs, documentary evidence of payments made will be submitted to Tetra Tech International Development.

As part of post-course M&E activity and subject to contracting, the course provider will conduct:

- A pre- and post-course test (if relevant to the course topic) and a post-course survey (AAI template);
- Monitoring and evaluation of the Award Project implementation

**6.8 Other requirements**

The course provider will:

- Advise Tetra Tech International Development immediately in any eventuality where the course provider becomes aware that a recipient ceases to attend training sessions.
- Not issue or release any media statements, photographs, articles, newsletter items or website content without the express written permission of Tetra Tech International Development for each instance. This includes not assisting any media representative to interview any of the participants or to publish an account relating to the course or any of the participants. All photographs taken by the course provider during the course will be deemed to be the intellectual property of Australia Awards and may not be used without written permission of the Tetra Tech International Development Project Manager. Notwithstanding these constraints, positive media promotion is encouraged.

- Comply with the provisions of Tetra Tech International Development and DFAT policies as per the contract.

## **Part C**

### **Short Course Contract**



**TETRA TECH INTERNATIONAL DEVELOPMENT PTY LTD**

(“TETRA TECH INTERNATIONAL DEVELOPMENT”)

- and -

**XXXXX**

**GS – XXXX SERVICES AGREEMENT**

for

**AUSTRALIA AWARDS SHORT COURSE**

**IN**

**XXXX**

## SERVICES AGREEMENT

**THIS AGREEMENT** is made

**BETWEEN:** **TETRA TECH INTERNATIONAL DEVELOPMENT PTY LTD**  
ABN 63 007 889 081 of 33 Richmond Road Keswick SA 5035,  
("TETRA TECH INTERNATIONAL DEVELOPMENT")

**AND** **XXXXX**  
ABN

## RECITALS

Tetra Tech International Development carries on the business of a management consultant and international project manager. XXXX is managed by Tetra Tech International Development on behalf of the Australian Government.

Tetra Tech International Development engages the Service Provider to provide the Services and the Service Provider agrees to provide the Services on the terms of this Agreement.

**THE PARTIES AGREE** as follows:

## RECITALS

The recitals are true and form an operative part of this Agreement

This Agreement is written in plain English as far as possible. Its terms are to be interpreted so as to give efficacy to the parties' agreement. No rule resolving a doubt as to interpretation against the party preparing this Agreement will apply. The specific provisions will not limit the interpretation of general provisions.

## DEFINITIONS

- 1.1 "Acceptance Date" means the date the Services are accepted by Tetra Tech International Development;
- 1.2 "Agreement" means this agreement and all schedules, annexures and other documents as may be incorporated by reference.
- 1.3 "Business Day" means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- 1.4 "Tetra Tech International Development" means Tetra Tech International Development Pty Ltd (Tetra Tech International Development International)
- 1.5 "Commencement Date" means the date specified in Schedule 1, when the supply of Services begins;
- 1.6 "Completion Date" means the date specified in Schedule 1;
- 1.7 "Confidential Information" means:  
All confidential information including, but not limited to:
  - 1.7.1 the terms of this Agreement;
  - 1.7.2 trade secrets and
  - 1.7.3 confidential know-how; and financial, accounting, marketing and technical information and plans, customer and supplier lists, fee rates, tender information. know-how, technology, operating procedures, price lists, data bases, source codes and methodologies, of which a party becomes aware of or generates (both before and after the day this Agreement is signed) in connection with this Agreement (including

- confidential information belonging to any third party including the Commonwealth of Australia represented by the Australian Department of Foreign Affairs and Trade); and
- 1.7.4 all copies, notes and records based on or incorporating the information referred to in clause 1.7 but does not include any information that was public knowledge when this Agreement was signed or became so at a later date (other than as a result of a breach of confidentiality).
- 1.7.5 subject to laws requiring the disclosing of information or documents, the parties agree all information obtained in connection with or incidental to the Services, including Confidential Information, are confidential as between the parties and neither party will without the prior written consent of the other disclose any of the Confidential Material to any third party.
- 1.8 "Contract Material" means all material created or required to be developed or created as part of, or for the purpose of performing, the Services, including documents, equipment, information and data stored by any means.
- 1.9 "Contractor" means the Service Provider, contracted to perform the Services under this Agreement;
- 1.10 "DFAT" means the Australian Government's Department of Foreign Affairs and Trade;
- 1.11 "Deliverables" means the reports and any data or other material specified in Schedule 2 required to be delivered throughout the supply of the Services;
- 1.12 "FOI Law" means the Freedom of Information Act (Cth) 1982 and any similar legislation.
- 1.13 "GST" means the tax imposed by the GST Law;
- 1.14 "GST Law" has the meaning attributed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- 1.15 "GST Rate" has the meaning attributed in the GST Law;
- 1.16 "Intellectual Property Rights" means all intellectual property rights, including:
- 1.16.1 patents, plant breeders' rights, copyright, rights in circuit layouts, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
- 1.16.2 any application or right to apply for registration of any of the rights referred to in clause 13, but for the avoidance of doubt excludes moral rights and performers' rights;
- 1.17 "Laws" means all Acts of Parliament of the Commonwealth of Australia and of the State of South Australia, and the requirements of all ordinances, regulations, by-laws, orders, and proclamations;
- 1.18 "Material" means any ideas, discoveries, inventions, information, data, compilations, records, designs, works, technology, software, methods, processes, formulas, names, logos or any other thing of any kind in which Intellectual Property Rights or other rights subsist.
- 1.19 "notice" means written notice. "notify" has a corresponding meaning.
- 1.20 "Personnel" means any subcontractor Service Providers, employees, agents and any other person employed or engaged by the Service Provider to perform this Agreement, and includes the Service Provider's Representative;
- 1.21 "Pre-Existing Service Provider Material" means any Material made available by the Service Provider for use in the provision of the Services that existed prior to commencement of this Agreement or was developed independently from this Agreement.
- 1.22 "Prices" means the prices set out in or determined in accordance with Schedule 1;
- 1.23 "Principal's Representative" means the person identified in Schedule 1;
- 1.24 "Representative" means either of the persons nominated as the Service Provider's Representative and Tetra Tech International Development's Representative;

- 1.25 “Services” means the services specified in Schedule 2;
- 1.26 “Service Provider” means the Service Provider, contracted to perform the Services under this Agreement;
- 1.27 “Service Provider’s Representative” means the person identified in Schedule 1;
- 1.28 “Specification” means the specifications for the Services in Schedule 2;
- 1.29 “Term” means the term of this Agreement which commences on the Commencement Date and ends on the Completion Date.

## **INTERPRETATION**

- 2.1 In this Agreement (unless the context requires otherwise),
  - 2.1.1 the singular includes the plural;
  - 2.1.2 the plural includes the singular; and
  - 2.1.3 a gender includes every other gender.
  - 2.1.4 words referring to individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures;
  - 2.1.5 a reference to a party includes that party’s administrators, successors and permitted assigns;
  - 2.1.6 where the day on or by which something is to be done is not a Business Day, that thing may be done on or by the next Business Day;
  - 2.1.7 a reference to a clause, subclause, schedule or attachment is a reference to a clause, subclause, schedule or attachment of this Agreement;
  - 2.1.8 the words “clause” or “schedule” refer to a clause or schedule to this Agreement;
  - 2.1.9 a reference to a clause number includes its sub-clauses;
  - 2.1.10 the word “or” is not exclusive;
- 2.2 This Agreement between the parties comprises these standard terms and conditions and all the documents comprised in, and incorporated by reference to, the Schedules. If any of the documents comprising this Agreement are inconsistent, they shall take priority in the following order:
  - 2.2.1 the special conditions (if any) in Schedule 1;
  - 2.2.2 these standard terms and conditions (excluding Schedule 2); and
  - 2.2.3 Schedule 2.

## **TERM**

- 3.1 This Agreement commences upon execution by both parties on the Commencement Date and continues for the Term as set out in the Agreement Details in Schedule 1 or until all obligations under this Agreement have been fulfilled, or this Agreement is terminated, except for any clauses which survive termination.
- 3.2 The Service Provider must commence provision of the Services on the Commencement Date by **XXXXX** and complete the provision of the Services by **XXXXX** as set out in the Agreement Details in Schedule 1.

## **SERVICES**

- 4.1 The Service Provider must provide the Services described in the Schedule 2 in accordance with the terms and conditions of this Agreement.



- 4.2. The Service Provider must either complete the Services by the Completion Date or provide the services at all agreed times during the Term, as specified in the Services Agreement.
- 4.3. The Services must be performed:
  - a) with due skill, care and diligence;
  - b) to a professional standard and in a timely manner;
  - c) in the most cost-effective manner and using suitable materials; and
  - d) be complete and in accordance with the description in the Services Agreement.
- 4.4. Tetra Tech International Development may inspect the performance and outcome of the Services at any time.
- 4.5. Tetra Tech International Development may at any time give written notice to the Service Provider proposing a Variation ("Variation Proposal") to the scope of the Services ("Varied Services").
- 4.6. Tetra Tech International Development and the Service Provider must agree in writing to the price for the Varied Services as contained in Tetra Tech International Development's Variation Proposal.
- 4.7. The Variation Proposal does not take effect unless and until the parties reach a written agreement contemplated in clause 4.5, and the Service Provider must still perform the Services as required under this Agreement.
- 4.8. Unless the Services Agreement states otherwise, the Services may be provided by the Service Provider either personally or through the employment/subcontracting of other persons.
- 4.9. The Service Provider warrants that it will exercise skill, care and diligence to a high standard in providing the Services.
- 4.10. In providing the Services the Service Provider must:
  - 4.10.1 comply with any reasonable directions given by or on behalf of Tetra Tech International Development from time to time;
  - 4.10.2 comply with all policies procedures and directives of Tetra Tech International Development so far as they are made known to the Service Provider;
  - 4.10.3 comply with all applicable standards, laws and regulations;
  - 4.10.4 take all reasonable practical measures to ensure the Service Provider's own safety and the safety of the Service Provider's employees;
  - 4.10.5 provide and use appropriate safety equipment and clothing and require employees of the Service Provider to use that equipment;
  - 4.10.6 provide all labour, materials, plant and equipment necessary to perform the Service Provider's obligations under the Agreement;
  - 4.10.7 provide Tetra Tech International Development on request with written evidence of Work Cover and prescribed payments taxation registration (if applicable).
- 4.11. If the Services do not meet their purpose or are not in accordance with the Services Agreement, Tetra Tech International Development may by notice require the Service Provider to redo the Services at no additional cost to Tetra Tech International Development.
- 4.12. Where the Service Provider fails to:
  - 4.12.1 remedy a defect in performance of the Services; or
  - 4.12.2 redo the Services; within the time specified in a notice given by Tetra Tech International Development under clause 4.11, Tetra Tech International Development may arrange for the performance of the necessary work and recover the cost from the Service Provider.

- 4.13 Without limiting any other rights or remedies available to Tetra Tech International Development under this Agreement, DFAT may reduce funding available to Tetra Tech International Development in reference to this Agreement, if there is a policy or funding decision which impacts upon Australia's overseas development assistance budget and associated programs.
- 4.14 Upon reasonable notice being given by DFAT to Tetra Tech International Development, and Tetra Tech International Development to the Service Provider, of policy or funding decisions under Clause 4.13, the Service Provider will negotiate with Tetra Tech International Development reasonably reduced management fees, personnel cost fees and operational costs to be paid under this Agreement.

## **DELIVERABLES**

- 5.1 If the Service Provider is to provide Deliverables then the details of the Deliverables (if any) set out in Schedule 1, including the delivery dates and the form and content requirements, must be complied with by the Service Provider.
- 5.2 Title in the Deliverables will vest in Tetra Tech International Development on their delivery to Tetra Tech International Development.

## **SERVICE PROVIDER'S WARRANTIES**

- 6.1 The Service Provider warrants that the Services will:
- 6.1.1 be provided in full, with due care and skill;
  - 6.1.2 be performed by the Service Provider and/or its Personnel; and
  - 6.1.3 be performed to the Specification.

## **SERVICE PROVIDER'S RELATIONSHIP, RESOURCES AND CONDUCT**

- 7.1 The Service Provider must:
- 7.1.1 conduct itself in a manner that does not invite, directly or indirectly, Tetra Tech International Development's officers, employees or agents to behave unethically, to prefer private interests over Tetra Tech International Development's interests or to otherwise contravene the Code of Ethics for the Australian Government, and .
  - 7.1.2 ensure that its Personnel observe and comply with the provisions of this Agreement.
- 7.2 The Service Provider is able to subcontract or delegate work to others but remains responsible for the agreed contract outcomes.
- 7.3 The Service Provider is liable to Tetra Tech International Development for the acts and omissions of any subcontracted Service Provider as if they were the acts or omissions of the Service Provider.
- 7.4. The Service Provider must not assign or attempt to assign any rights under the Services Agreement without Tetra Tech International Development written consent.
- 7.5. Nothing in the Services Agreement (including these Conditions) constitutes a relationship of employer and employee, principal and agent, or partnership between Tetra Tech International Development and the Service Provider.
- 7.6 The Service Provider acknowledges that the Services Agreement (including these Conditions) do not give the Service Provider or the Service Provider's employees authority to bind Tetra Tech International Development.
- 7.7 The Service Provider must not, and must ensure that the Service Provider's employees do not, directly or indirectly assume or create or attempt to assume or create any obligation on behalf of or in the name of Tetra Tech International Development.

- 7.8 The Service Provider agrees that any amount paid by Tetra Tech International Development under this agreement can be taken to offset against any claims of underpayment at a later date.

## **SERVICE PROVIDER'S REPRESENTATIONS**

- 8.1 The Service Provider represents that prior to entering this Agreement it has made such enquiries and examined such information as it considers necessary to satisfy itself:
- 8.1.1 as to the nature, scope extent and degree of difficulty of the services to be performed by it pursuant to this Agreement; and
  - 8.1.2 as to the availability of suitably qualified and experienced personnel, and all other facilities and information which it is required to provide for the purpose of supplying the Services.
- 8.2 The Service Provider warrants that, at the date of signing this Agreement, no conflict of interest exists, or is likely to arise in the performance of its obligations under this Agreement.
- 8.3 The Service Provider must use its best endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Agreement.

## **NO MINIMUM PURCHASE**

Tetra Tech International Development is under no obligation to purchase a minimum quantity of Services from the Service Provider during the Term.

## **NON-EXCLUSIVITY**

- 10.1 This Agreement is entered into on a non-exclusive basis.
- 10.2 Tetra Tech International Development may purchase other services similar to the Services in this Agreement from other providers.

## **PRICE**

- 11.1 In consideration for the supply of the Services, Tetra Tech International Development will pay the Price.
- 11.2 The Prices include all taxes, duties or government charges imposed or levied in Australia or overseas in connection with this Agreement.
- 11.3 The Prices include all costs of compliance with the Service Provider's obligations under this Agreement. No other costs or expenses are payable by Tetra Tech International Development.

## **TERMS OF PAYMENT**

- 12.1 The Service Provider must submit to Tetra Tech International Development correctly rendered invoices.
- 12.2 An invoice will be correctly rendered if:
- 12.2.1 it complies with the requirements of the Services Agreement;
  - 12.2.2 (if appropriate and required by Tetra Tech International Development), it is accompanied by documentation substantiating the amount claimed.
- 12.3 Unless the Services Agreement states otherwise, Tetra Tech International Development will pay for the Services within 30 days after:
- 12.3.1 completion of the Services; or
  - 12.3.2 receipt of a correctly rendered invoice for the Services; whichever is later.

## **INTELLECTUAL PROPERTY RIGHTS**

- 13.1 This **Clause 13** does not affect the ownership of the Intellectual Property Rights in any Pre-Existing Service Provider Material or third party Material.
- 13.2 The Service Provider must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Pre-Existing Service Provider Material or third party Material available as part of the Services.
- 13.3 All Intellectual Property Rights in the Contract Material vest in Tetra Tech International Development on creation.
- 13.4 To the extent that:
- a. Tetra Tech International Development needs to use any of the Pre-Existing Service Provider Material or third party Material to receive the full benefit of the Services, the Service Provider grants to, or must obtain for Tetra Tech International Development, a perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Pre-Existing Service Provider Material or third party Material; or
  - b. the Service Provider needs to use any of the Contract Material, Tetra Tech International Development grants to the Service Provider, subject to any conditions or restrictions specified by Tetra Tech International Development, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate such Contract Material.
- 13.5 The licence granted to Tetra Tech International Development under Clause 13.4 (a) does not include a right to exploit the Pre-Existing Service Provider Material or third party Material for commercial purposes.
- 13.6 The licence granted to the Service Provider under Clause 13.4 (b) does not include a right to exploit the Contract Material for commercial purposes.
- 13.7 The Service Provider indemnifies Tetra Tech International Development, its officers, employees and agents against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other intellectual property rights, by reason of Tetra Tech International Development receipt or enjoyment of the Service.

## **INDEMNITY**

- 14.1 The Service Provider indemnifies, and undertakes to keep indemnified, Tetra Tech International Development and its employees, from and against any costs, losses, damages, expenses (including legal expenses) liabilities or other outgoings of whatever kind suffered or incurred by Tetra Tech International Development arising directly out of or in respect of:
- 14.1.1 any negligence, wrongful act or omission or breach of duty by the Service Provider or any of its Personnel;
  - 14.1.2 any breach of a warranty given under this Agreement; or
  - 14.1.3 any Event of Default or breach by the Service Provider of any of the provisions of this Agreement.
- 14.2 The Service Provider's liability to indemnify Tetra Tech International Development under clause 14 will be reduced proportionately to the extent that the loss or liability indemnified was contributed to by negligence or any unlawful act or omission by Tetra Tech International Development.
- 14.3 This clause will survive termination of this Agreement.

## **INSURANCE**

- 15.1 The Service Provider must effect and maintain all insurance policies set out in Schedule 1.
- 15.2 The policies referred to in Schedule 1 must be in the name of the Service Provider and must cover the Service Provider and all subcontracted Service Providers for their respective rights, interests and liabilities.
- 15.3 Tetra Tech International Development, in specifying levels of insurance in this Agreement accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of those insurances in respect of how they may or may not respond to any loss, damage or liability.
- 15.4 The Service Provider acknowledges and agrees that it is the Service Provider's responsibility to assess and consider the risks and scope of insurances required under this Agreement.

## **FORCE MAJEURE**

- 16.1 Force Majeure means an event or circumstance which prevents a party ("the Affected Party") from complying with any of its obligations under this Agreement and which that the Affected Party:
  - 16.1.1 did not cause;
  - 16.1.2 cannot control or influence; and
  - 16.1.3 cannot prevent or avoid through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of services from another source and work around plans.
- 16.2 The Affected Party must notify the other party if the Force Majeure is preventing it from complying with any of its obligations as soon as it becomes aware of the Force Majeure.
- 16.3 The Affected Party's rights and obligations will be suspended to the extent and for so long as the performance of the Affected Party's rights and obligations are prevented or delayed by the Force Majeure.
- 16.4 The Affected Party must keep the other party informed of the continuation and expected duration of the Force Majeure and of measures taken to comply with this clause.
- 16.5 The Affected Party must recommence performance of its obligation as soon as possible without delay after the Force Majeure has ceased to exist.

## **TERMINATION**

- 17.1 At any time after a default event occurs Tetra Tech International Development may terminate the Services Agreement with immediate effect by giving notice in writing to the Service Provider.
- 17.2 A default event will be taken to have occurred if any of the following events occurs:
  - 17.2.1 the Service Provider fails to start providing the Services on the date specified in the Services Agreement;
  - 17.2.2 the Service Provider fails to proceed at a rate likely to achieve completion of the Services by the Completion Date (if any) specified in the Services Agreement;
  - 17.2.3 the Service Provider fails to complete the Services by the Completion Date (if any) specified in the Services Agreement;
  - 17.2.4 the Service Provider ceases to provide the Services at any time during the Term (if any) specified in the Services Agreement;
  - 17.2.5 the Service Provider fails to:
    - 17.2.5.1 provide and pay for appropriate insurance as required by clause 15; or
    - 17.2.5.2 provide Tetra Tech International Development with proof of appropriate insurance upon request by Tetra Tech International Development as required by clause 15;

- 17.2.6 the Service Provider breaches any other provision of the Services Agreement (including these Conditions) and fails to remedy the breach within 30 days after receiving written notice requiring that to be done;
  - 17.2.7 any step is taken to enter into any arrangement between the Service Provider and the Service Provider's creditors;
  - 17.2.8 the Service Provider ceases to be able to pay the Service Provider's debts as they become due;
  - 17.2.9 the Service Provider ceases to carry on business; or
  - 17.2.10 any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of the Service Provider's assets or business.
- 17.3 Where, before its termination of the Services Agreement under this clause 17 Tetra Tech International Development has paid an amount on account of the Contract Price to the Service Provider, the Service Provider must on termination repay that amount to Tetra Tech International Development. If not so paid, the amount is recoverable by Tetra Tech International Development from the Service Provider as a debt.
- 17.4 If the Services Agreement is terminated under this clause 17:
- 17.4.1 the parties are relieved from future performance without prejudice to any right of action that has accrued at the date of termination;
  - 17.4.2 rights to recover damages are not affected; and
  - 17.4.3 the Service Provider indemnifies Tetra Tech International Development in respect of any loss Tetra Tech International Development may incur in purchasing similar services from alternative suppliers.

## **TERMINATION FOR CONVENIENCE**

- 18.1 If there is a policy or funding decision which impacts upon the Australia's overseas development assistance budget and associated programs, DFAT has an unfettered discretion to, by notice to Tetra Tech International Development, terminate or reduce the scope of the Head Contract.
- 18.2 Without limiting Tetra Tech International Development's rights under this Contract, at law or in equity, Tetra Tech International Development's rights under this Clause 18.2 include the discretion to terminate or reduce the scope of this Contract if DFAT determines that the continuation of this Contract, or the continuation of a program or initiative for the purposes of which this Contract was entered into, does not support the achievement of value for money by DFAT.
- 18.3 The parties acknowledge and agree that such a determination by DFAT may be made in the absence of a breach of this Contract by the Service Provider and due to circumstances beyond the Service Provider's and Tetra Tech International Development's control.
- 18.4 If Tetra Tech International Development terminates this Agreement under this Clause 18, Tetra Tech International Development will only be liable to the Service Provider for the following loss or damage incurred as a direct consequence of termination of this Agreement to the extent that they can be reasonably substantiated and are unable to be avoided or mitigated:
- a. fees and any Reimbursable Costs, as payable under Schedule 3 (Pricing Schedule) for Goods and/or Services provided before the effective date of termination (on a pro-rata basis, if applicable); and
  - b. excluding all other loss or damage, including the cost of redundancies, the costs of terminating any subcontracts, loss of profits and all other forms of expectation loss.

- 18.5 Tetra Tech International Development is not obliged to make any further payments to the Service Provider (whether under this Agreement, at law or in equity) if Tetra Tech International Development exercises its rights in Clause 18.2 except as expressly provided under this Clause 18.

## **CONFIDENTIALITY**

- 19.1 Neither Party, nor their Personnel may disclose, use or make public the Confidential Information of the other Party (or Confidential Information disclosed by or on behalf of the other) unless required by law, necessary for legal proceedings, provided with the written consent of the relevant Party, or required to manage the Contract. If the Confidential Information is required to be disclosed under this Clause 19.1, a Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.
- 19.2 If a Party is required to disclose Confidential Information by law or for legal proceedings, the disclosing Party must provide reasonable notice to the other Party.

## **GOVERNING LAW AND JURISDICTION**

This Contract and any transactions contemplated under this Contract are governed by, and are to be construed in accordance with the laws of South Australia. Each Party to the Contract unconditionally submits to the exclusive jurisdiction of the courts of South Australia.

## **PRIVACY**

- 21.1 The Service Provider is a “Contracted Service Provider” within the meaning of the Privacy Act 1988 (Cth) and, to the extent that it deals with personal information in the provision of Services, agrees to:
- a. comply with the Australian Privacy Principles as they apply to Tetra Tech International Development, including:
    - i. to use or disclose personal information only for the purposes of this Contract;
    - ii. take necessary steps to ensure adequate security measures are in place to protect personal information from misuse, interference and loss and from unauthorised access, modification or disclosure;
    - iii. comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient;
  - b. not do any act, or engage in any practice, that would – if done in or engaged in by Tetra Tech International Development – breach the Australian Privacy Principles;
  - c. comply with any reasonable request or direction of Tetra Tech International Development or the Privacy Commissioner in relation to access to, or handling of, personal information;
  - d. immediately notify Tetra Tech International Development if it becomes aware of a breach or possible breach of any obligations referred to in this clause, or the initiation of any action by the Privacy Commissioner relevant to this Contract; and
  - e. investigate any complaint arising out of a breach or possible breach of any obligations referred to in this clause, and notify Tetra Tech International Development of that investigation and outcome.
- 21.2 The Service Provider agrees to indemnify Tetra Tech International Development in respect of any loss, liability or expense suffered or incurred by Tetra Tech International Development which arises directly from a breach by the Service Provider of any obligations referred to in this clause.

## **TAXES**

- 22.1 Unless otherwise indicated, the amount payable under the Contract for each supply of Goods and/or Services under this Contract as listed in **Schedule 3** (Service Provider’s Scope and

Budget) is the value of that supply plus any GST imposed under the GST Act. Payment by Tetra Tech International Development to the Service Provider of the GST shall be subject to the Service Provider providing Tetra Tech International Development with a valid Tax Invoice issued in accordance with the relevant provisions of the GST Act and regulations.

- 22.2 The total amount of GST payable by the Service Provider, and for which the Service Provider seeks payment from Tetra Tech International Development in respect of the supply shall be shown as a separate item on the Service Provider's Tax Invoice.

## **DISPUTE RESOLUTION**

- 23.1 If a dispute arises under this Contract, prior to commencing any arbitration or court proceedings – other than for interlocutory relief or where an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Service Provider, or Tetra Tech International Development is exercising a right to terminate – the Parties must act in good faith and use their reasonable endeavours to resolve the dispute as follows:
- a. the Party claiming that there is a dispute must give the other a written notice in accordance with **Clause 24** (Notices) setting out the nature of the dispute;
  - b. within ten (10) Business Days following notice, attempt to resolve the dispute through direct negotiation between the Service Provider Representative and Tetra Tech International Development Representative;
  - c. if still unresolved, refer the dispute to each Party's Escalation Representative as set out in the Contract Details, who must in good faith work to resolve the dispute within a further ten (10) Business Days or any other agreed period;
  - d. if still unresolved, the Parties have thirty (30) Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or conciliation rather than litigation or arbitration; and
  - e. if the dispute is not resolved in that time or there is no agreement to, or submission of the dispute to mediation or conciliation within a further thirty (30) Business Days, then either Party may commence legal proceedings.
- 23.2 Subject to **Clause 12** (Terms of Payment), the Service Provider and Personnel must continue to comply with its obligations under this Contract, notwithstanding that there is a dispute between the Parties, or that legal proceedings are pending or current.

## **NOTICES**

- 24.1 A notice given under this Contract:
- a. must be in writing, signed by the Representative, or other authorised officer, marked for the attention of the person set out in Schedule 1, and sent to that person's relevant address, by prepaid ordinary post (airmail if posted to or from a place outside Australia), or by email to the person's email address; and
  - b. will be taken to be received on the date it is delivered (if hand-delivered to the Party), in the case of a pre-paid letter sent by ordinary mail, on the third Business Day after posting (or seventh if posted to or from a place outside of Australia), or in the case of email, when it is delivered to a system from which the addressee can retrieve it.

## **COUNTER-TERRORISM**

- 25.1 The Service Provider must ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to:
- a. organisations and/or individuals associated with terrorism, and
  - b. organisations and individuals for whom Australia has imposed sanctions under: the Charter of the United Nations Act 1945 (Cth) and regulations made under that Act; the Autonomous Sanctions Act 2011 (Cth) and regulations made under that Act or the World Bank List or a Relevant List.



## **FRAUD**

- 26.1 The Service Provider must not, and must ensure that its Personnel do not, engage in any Fraud and must prevent and detect Fraud, including Fraud by its Personnel.
- 26.2 The Service Provider must ensure that its Personnel are responsible and accountable to the Service Provider for preventing and reporting any Fraud as part of their routine responsibilities.
- 26.3 If the Service Provider becomes aware of a Fraud, it must report the matter to Tetra Tech International Development in writing within five (5) Business Days. The written report to Tetra Tech International Development must be signed by a Service Provider authorised person and must include the following (where known):
- a. name of any Personnel (including any sub-contractors) involved;
  - b. the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
  - c. the names of the suspected offender(s) (where known);
  - d. details of witnesses;
  - e. copies of relevant documents;
  - f. references to any relevant legislation;
  - g. a nominated contact officer;
  - h. any other relevant information (e.g., political sensitivities, any other party or agency that has been informed, involved or that can assist with investigations); and
  - i. the current status of any inquiries commenced by the Service Provider.

## **PUBLICITY**

The Service Provider may not make media or other announcements or releases relating to this Agreement without Tetra Tech International Development's prior written approval except to the extent that the announcement or release is required to be made by law.

## **NOVATION**

Under the Head Contract between DFAT and Tetra Tech International Development, DFAT has the right of substitution to further novate the Services Agreement to another contractor. The Service Provider, by entering into this Services Agreement for the provision of the Services, acknowledges that this Agreement can be novated and it does not create any contractual relationship between DFAT and the Service Provider.

## **PERFORMANCE ASSESSMENT**

- 29.1 The Service Provider acknowledges and agrees that DFAT may issue a Service Provider performance assessment in relation to this Agreement.
- 29.2 The Service Provider agrees that DFAT or Tetra Tech International Development may issue:
- i. a Service Provider performance assessment; or
  - ii. Service provider personnel performance assessments, in relation to the Agreement
- 29.3 The Service Provider will sign and return the Service Provider performance assessment together with any response within 15 days of receipt and will ensure that the Service Provider personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt.

## COMPLIANCE WITH DFAT AND TETRA TECH INTERNATIONAL DEVELOPMENT POLICIES

The Service Provider and its Personnel will ensure it is compliant with all DFAT policies as applicable including:

- n. the child protection compliance standards in the *Child Protection Policy* for the DFAT – Australian Aid Program, <http://dfat.gov.au/international-relations/themes/child-protection/Pages/child-protection.aspx>
- o. Disability Action Strategy: <http://dfat.gov.au/about-us/publications/Pages/disability-action-strategy-2017-2020.aspx>
- p. *the Family Planning and the Aid Program: Guiding Principles (2009)* for the DFAT – Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);
- q. information accessibility requirements contained in the *Guidelines for preparing accessible content* for the DFAT – Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);
- r. the *Environment Management Guide for Australia's Aid Program (2012)* for the DFAT – Australian Aid Program and the *DFAT Environment Protection Policy (2014)* accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);
- s. *Gender Equality and Women's Empowerment Strategy 2016*' <http://dfat.gov.au/about-us/publications/Documents/gender-equality-and-womens-empowerment-strategy.pdf>
- t. Anti-Corruption - The Australian Government supports ethical business practices, and the prosecution of those who engage in illegal practices. <https://dfat.gov.au/aid/topics/investment-priorities/effective-governance/law-and-justice/Pages/law-and-justice-initiatives.aspx>
- u. Counter – Terrorism - ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to terrorism <https://dfat.gov.au/international-relations/security/counter-terrorism/Pages/counter-terrorism.aspx>
- v. Fraud Control and Anti-Corruption <https://dfat.gov.au/about-us/corporate/fraud-control/Pages/fraud-control.aspx>
- w. Commonwealth Procurement Rules and Guidelines <https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>
- x. Commonwealth Grant Rules and Guidelines <https://www.finance.gov.au/government/commonwealth-grants/commonwealth-grants-rules-guidelines>
- y. Preventing Sexual Exploitation, Abuse and Harassment Policy, accessible at <http://www.dfat.gov.au/pseah>
- z. Tetra Tech International Development Code of Conduct and Client Service Standards
- aa. The Service Provider will sign the Code of Conduct and Client Service Standards as attached at Schedule 4

**EXECUTED** as an Agreement

SIGNED for and on behalf of **Tetra Tech International Development Pty Ltd**

Signature

Name

Position

In the presence of

Witness .....

SIGNED for and on behalf of .....

Signature

Name

Position

In the presence of

Witness .....

**SCHEDULE 1**  
**AGREEMENT DETAILS**

<b>SERVICE PROVIDER:</b>	
<b>PROJECT:</b>	
<b>HEAD CONTRACT</b>	
<b>CONTRACTOR'S EXPERTISE</b>	Design & delivery of training courses
<b>COMMENCEMENT DATE:</b>	
<b>COMPLETION DATE:</b>	
<b>LOCATION:</b>	
<b>SERVICES</b>	Deliver a short course in XXXX  See Schedule 1 – Scope of Services

**QUALIFIED PERSONS** (clause 4.8):

<b>Position</b>	<b>Name</b>	<b>No. of Days for Services</b>
Course Designer/ Course Leader		
Co-Facilitator		
Course Coordinator		
Course Delivery		

**SERVICE FEES**

The total amount payable for the delivery and management of the course shall not exceed the sum of up to: AUD XXXX excluding GST. Tetra Tech International Development shall not be liable for any costs or expenditure incurred by the Service Provider in excess of this amount, unless previously approved by Tetra Tech International Development via a contract variation.

**PAYMENT STREAMS**

For the performance of the Services, Tetra Tech International Development shall pay the Service Provider as follows:

- i. Fixed Management Fee (including "other fees") of AUDXXXX excluding GST as detailed in Schedule 3 – Service Provider's Proposal and Budget

- ii. Fixed Personnel Costs of AUDXXXXX excluding GST as detailed in Schedule 3 – Service Provider’s Proposal and Budget
- iii. Reimbursable Costs up to AUDXXXXX excluding GST as detailed in Schedule 3 – Service Provider’s Proposal and Budget

**MILESTONE PAYMENTS**

Tetra Tech International Development shall pay the Service Provider the Service Fee in instalments known as Milestone payments.

Where a Milestone Payment is to follow acceptance of a report, Tetra Tech International Development shall not be obliged to make full payment until all of the outputs to be achieved by the Contractor in the period covered by the report have been achieved to its satisfaction.

The Milestone Payments will be payable to the Contractor progressively, on Tetra Tech International Development’s acceptance of the satisfactory completion of identified outputs and a correctly rendered invoice.

Milestone Payments will be paid within thirty (30) days of acceptance by Tetra Tech International Development of the milestones being completed to its satisfaction as summarised below:

**MILESTONE PAYMENTS**

Milestone Number	Description of Milestone	Milestone Payment Amount AUD (Ex- GST)	Due Date	Means of Verification/ Acceptance
<u>1</u>	<p>Course Program designed by Contractor in English and approved by Tetra Tech International Development. Nominated personnel approved by Tetra Tech International Development.</p> <p>Completion of course planning and preparation as per Tetra Tech International Development’s satisfaction including the development of course content and materials.</p>	<p>AUD</p> <p>Fixed Personnel Costs (not including Fixed Management Fee) as per the approved Service Fees</p>		<p>Completion of course planning and preparation to Tetra Tech International Development’s satisfaction including the detailed Course Design and Delivery Plan, Budget and Nominated Personnel.</p>
<u>2</u>	<p>Progress Report submitted and approved by Tetra Tech International Development including financial reconciliation.</p>	<p>Maximum of AUD</p> <p>Based on actual Reimbursable Costs incurred to date (as per the</p>		<p>Written acceptance by nominated Tetra Tech International Development Representative.</p> <p>Reimbursable Costs summary and invoice</p>

Milestone Number	Description of Milestone	Milestone Payment Amount AUD (Ex- GST)	Due Date	Means of Verification/ Acceptance
		approved Course Budget)		submitted and approved by Tetra Tech International Development including financial reconciliation.
<u>3</u>	Completion of other Services generally required by Contract to Tetra Tech International Development's satisfaction.	Maximum of AUD Based on actual Reimbursable Costs incurred to date (as per the approved Course Budget)		Written acceptance by nominated Tetra Tech International Development Representative.  Reimbursable Costs summary and invoice submitted and approved by Tetra Tech International Development including financial reconciliation.
<u>4</u>	Course completed to Tetra Tech International Development's satisfaction.  Completion Report submitted and approved by Tetra Tech International Development including financial reconciliation.  Completion of other Services generally required by Contract to Tetra Tech International Development's satisfaction.	Maximum of AUD Based on the budgeted Fixed Management Fee		Written acceptance by nominated Tetra Tech International Development Representative

## CLAIMS FOR PAYMENT

The Service Provider claims for payment must be submitted when due pursuant to this Schedule in a form identifiable with the Services.

All claims for payment must include a certification by a duly authorised representative:

- i. that the invoice has been correctly calculated;
- ii. that the services included in it have been performed in accordance with this agreement.

All claims for payment must be made to:

XXXX

Senior Project Manager

Tetra Tech International Development

33 Richmond Road Keswick SA 5035

Email: @tetrattech.com

Tetra Tech International Development need not pay an amount that is disputed in good faith by Tetra Tech International Development until the dispute is resolved.

**INSURANCE POLICIES REQUIRED:**

**Public and products liability**

\$20 million

**Professional indemnity**

\$5 million

**Workers compensation**

As legislated

**REPRESENTATIVES**

**Tetra Tech International Development's Representative**

Name:

Position:

Address:

Telephone:

Email:

**Service Provider's Representative**

Name:

Position:

Address:

Telephone:

Email:



**SCHEDULE 2**  
**SCOPE OF SERVICE**

**SCHEDULE 3**  
**SERVICE PROVIDER'S PROPOSAL**

## SCHEDULE 4

### Tetra Tech International Development Code of Conduct and Client Service Standards

#### Purpose

The purpose of a Code of Conduct and Client Service Standards is to provide a framework for decisions and actions in relation to our Employees' conduct both in employment and as Tetra Tech International Development representatives in front of our clients. It underpins our commitment to a duty of care to all Employees, stakeholders and clients receiving our services. The document explains the principles covering appropriate conduct in a variety of contexts and outlines the minimum standard of behaviour and client service expected from Employees.

It is important for Tetra Tech International Development staff and team members to understand that its clients are contracting and paying Tetra Tech International Development to be a professional, responsive and proficient contractor. In the context of this, Tetra Tech International Development staff and team members are not to approach clients for solutions or additional inputs for every problem, rather they should be able to identify and quickly address and solve problems in activity management.

#### Scope

This policy applies to all Employees of Tetra Tech International Development and all of its subsidiaries and related entities.

This policy applies in respect of conduct which relates to or is connected with, in any way, work with a Tetra Tech International Development company, or in connection with a Tetra Tech International Development Group Company provided benefit. This includes, but is not limited to, Employees who are:

- on Company premises;
- while on duty in any place where Employees of any Tetra Tech International Development company are working;
- representing a Tetra Tech International Development company;
- at a work function organised by a Tetra Tech International Development company;
- travelling for business related purposes.

#### Definitions

“Company Premises”	means any place or thing used by any Tetra Tech International Development company in the course of conducting its business (whether or not owned by or within the exclusive control of a Tetra Tech International Development company) including, but not limited to: <ol style="list-style-type: none"><li>1. vehicles</li><li>2. offices</li><li>3. car parks</li><li>4. client worksites</li><li>5. demountables</li><li>6. workshops</li></ol>
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7. warehouses
8. kitchens.

“Employees” means Employees as well as other non-Employees (such as independent and sub-contractors) who perform work for a Tetra Tech International Development Group Company.

## **Responsibilities**

### *Managers and Supervisors*

Managers and supervisors are responsible and accountable for:

- Undertaking their duties and behaving in a manner that is consistent with the provisions of the Code of Conduct and Client Service Standards
- The effective implementation, promotion and support of the Code of Conduct and Client Service Standards in their areas of responsibility
- Ensuring Employees under their control understand and follow the provisions outlined in the Code of Conduct and Client Service Standards.

### *Employees*

**All** Employees are responsible for:

- Undertaking their duties in a manner that is consistent with the provisions of the Code of Conduct and Client Service Standards
- Reporting suspected corrupt conduct
- Reporting any departure from the Code of Conduct and Client Service Standards by themselves or others.

## **Code of Conduct**

Tetra Tech International Development is a complex organisation, which involves a diversity of relationships. These relationships may be defined by differences in power, status, cultural diversity, organisational structures, contracting relationships, differing country laws, labour laws, international relationships and or national governments. It is essential in such a community that all Employees recognise and respect not only their own rights and responsibilities but also the rights and responsibilities of other members of the community and those of Tetra Tech International Development.

Tetra Tech International Development also recognises that many of their professional employees are also bound by codes of conduct or ethics defined by learned or professional societies or groups. It is recognised that these codes are not always in harmony. It is an obligation of an Employee to weigh the importance of these codes in each particular set of circumstances and notify an appropriate officer of Tetra Tech International Development where such conflict may arise.

### *Personal and Professional Behaviour*

You should not behave in a way which has the intent or effect of offending or embarrassing other Employees or the public in a manner contrary to legislative requirements.

When carrying out your duties, you will:

- Obey any lawful direction from a person who has the authority to give the direction. If you have a dispute about carrying out a direction you may appeal to your senior manager.
  - Behave honestly and with integrity. You will avoid behaviour that could suggest that you are not following these principles. This will include a duty to report other Employees who are behaving dishonestly.
  - Make sure that you carry out your work efficiently, economically and effectively as you are able and that the standard of your work reflects favourably on yourself and the company.
  - Follow the policies of the company in all aspects of work to achieve outcomes that are socially responsible and sustainable.
  - Treat Employees, clients and stakeholders with respect.
  - Maintain individuals' rights to privacy and undertake to keep personal information in confidence.
  - Do not use, possess or distribute pornographic or offensive materials.
  - Comply with all national and international laws.
  - When representing the Company in public forums:
2. Employees at all levels represent the Company in the course of their employment including when travelling on Company business, attending functions on behalf of the Company or internal Company meetings, conferences, training programs, seminars or any other function.
  3. Your behaviour in all these circumstances reflects on the Company and its image. As such, you should act in an appropriate business-like manner that will in no way harm the image of the Company or infringe any other Company policy including the Discrimination Free Workplace Policy.
  4. Where any Company function or meeting is held that involves the availability of alcohol, steps should be taken to ensure that it is not abused. You should be aware that being work-related, behaviour in those situations can be subject to disciplinary procedures.

### *Conflict of Interest*

Potential for conflict of interest arises when it is likely that you could be influenced, or it could be perceived that you are influenced by a personal interest when carrying out your duties. Conflicts of interest that lead to biased decision making may constitute corrupt conduct.

Some situations that may give rise to a conflict of interest include situations where you have:

- Financial interests in a matter the company deals with or you are aware that your friends or relatives have a financial interest in the matter;
- Directorships/Management of outside organisations;
- Membership of Boards of outside organisations;
- Personal relationships with the people the company is dealing with which go beyond the level of a professional working relationship;
- Secondary employment, business, commercial, or other activities outside of the workplace which impacts on clients and/or Employees of the company;
- Involvement in party political activities;
- Access to information that can be used for personal gain.

You may often be the only person aware of potential for conflict. Therefore it is your responsibility to avoid any financial or other interest that could compromise your ability to perform your duties

impartially. It is also your responsibility to report any potential or actual conflicts of interest to your manager.

If you are uncertain whether a conflict exists, you should discuss that matter with your manager and attempt to resolve any conflicts that may exist.

You must not submit or accept any bribe, or other improper inducement. Any advances of this nature are to be reported to senior management. If you are dealing with, or having access to, sensitive information, you should be particularly alert to inappropriate attempts to influence you.

#### *Outside employment/other external business activities*

If you work full time for the company and you wish to engage in paid employment/other business activities (including participation in family company) outside your official duties you are required to seek the approval of your manager and Human Resources. The approval should not be unreasonably withheld. However, if there is any real or potential conflict of interest the duties of your position with the company must come first.

If you work for the company on a part time or casual basis, you are required to advise your manager and Human Resources of any real or potential conflict of interest between your employment for the company and any other employment.

The company can request the details of any other employment in the event of allegations of conflict of interest.

#### *Public Comment*

Individuals have a right to give their opinions on political and social issues in their private capacity as members of the community.

Employees must not make official comment on matters relating to the company unless they are:

- authorised to do so by the General Manager and CEO
- giving evidence in court
- otherwise authorised or required to by law.

Employees cannot release the contents of unpublished or privileged knowledge unless they have the authority to do so.

#### *Use of Company Resources*

Employees must ensure responsible management and security in the use of Tetra Tech International Development resources and any resources managed by them for or on behalf of others.

Requests to use company resources outside core business time should be referred to management (or person authorised to handle such matters), for approval.

If Employees are authorised to use company resources outside core business times they must take responsibility for maintaining, replacing, and safeguarding the property and following any special directions or conditions which apply. Company resources can include equipment, typing facilities, photocopiers, computers, tools, motor vehicles etc.

Employees using company resources **without** obtaining prior approval could face disciplinary and/or criminal action. Company resources are not to be used for any private commercial purposes (e.g. for 'profit' purposes) under any circumstances.

### *Security of Information*

Employees are to make sure that confidential and sensitive information in any form (e.g. documents, computers files) cannot be accessed by unauthorised persons. Sensitive material should be securely stored overnight or when unattended.

Employees must ensure that confidential information is only discussed with people who are authorised to have access to it. It is considered a serious area of misconduct to deliberately release confidential documents or information to unauthorised persons, and may incur disciplinary action.

### *Intellectual Property/Copyright*

The term 'intellectual property' includes the rights relating to scientific discoveries, industrial designs, trademarks, service marks, commercial names and designations, and inventions.

Tetra Tech International Development is the owner of intellectual property created by Employees in the course of employment unless a specific prior agreement has been made. Employees must clarify the intellectual property position before making any use of that property.

### *Discrimination, Harassment and Workplace Bullying*

Employees must not harass, discriminate against, or support others who harass and discriminate against colleagues or members of the public on the grounds of sex, pregnancy, marital status, age, race (including their colour, nationality, descent, ethnic or religious background), physical or intellectual impairment, homosexuality or transgender. Employees also must not participate in any form of workplace bullying or support others who do so.

Any employee who uses any of Tetra Tech International Development's resources to perpetrate harassment or domestic violence (e.g. use of work phones, use of cars, use of workspaces etc.) will be subjected to disciplinary processes, which may include termination of their employment.

Managers must make sure that the workplace is free from all forms of harassment, unlawful discrimination and workplace bullying. They should understand and apply the principles of Equal Employment Opportunity and ensure that the Employee they supervise are informed of these principles and are made aware of the Grievance Handling procedures.

In addition, Tetra Tech International Development does not condone any form of domestic violence and is committed to ensuring the Employees are provided with information, training and support on how to effectively address domestic violence.

### *Child Protection*

For the purposes of this Code of Conduct and Client Service Standards, a child is any person under the age of 18 years.

The onus is on all Employees to use common sense and avoid actions or behaviours that could be construed as child exploitation and abuse when working for Tetra Tech International Development.

When carrying out your duties, you will:

- treat children with respect regardless of race, colour, gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status;
- not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate;
- not engage children under the age of 18 in any form of sexual intercourse or sexual activity, including paying for sexual services or acts;

- wherever possible, ensure that another adult is present when working in the proximity of children;
- not invite unaccompanied children into your home, unless they are at immediate risk of injury or in physical danger;
- not sleep close to unsupervised children unless absolutely necessary, in which case you will obtain your supervisor's permission, and ensure that another adult is present if possible;
- use any computers, mobile phones, video cameras, cameras or social media appropriately, and never to exploit or harass children or to access child exploitation material through any medium;
- not use physical punishment on children;
- not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury;
- comply with all relevant Australian and local legislation, including labour laws in relation to child labour;
- immediately report concerns or allegations of child exploitation and abuse and policy non-compliance in accordance with appropriate procedures; and
- immediately disclose all charges, convictions and other outcomes of an offence, which occurred before or occurs during your association with Tetra Tech International Development that relate to child exploitation and abuse.

*When photographing or filming a child or using children's images for work related purposes, you will:*

- assess and endeavour to comply with local traditions or restrictions for reproducing personal images before photographing or filming a child;
- obtain informed consent from the child and parent or guardian of the child before photographing or filming a child and in doing so, you must explain how the photograph or film will be used;
- ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive;
- ensure images are honest representations of the context and the facts; and
- ensure file labels, meta data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form.

Breaches of this child protection Code of Conduct and Client Service Standards may result in disciplinary and/or criminal action.

#### *Corrupt Conduct*

Commonly it involves the dishonest or partial use of power or position which results in one person/group being advantaged over another. Corruption can take many forms including, but not limited to:

- official misconduct;
- bribery and blackmail;
- unauthorised use of confidential information;
- fraud; and
- theft.

Any form of corrupt conduct will not be tolerated by the company. Disciplinary action up to and including dismissal will be taken in the event of any Employee participating in corrupt conduct.

### *Occupational Health & Safety*

It is the responsibility of all Employees to act in accordance with the occupational health and safety legislation, regulations and policies and their respective organisations and use security and safety equipment provided.

Specifically, all Employees are responsible for safety in their work area by:

- following the safety and security directives of management;
- advising management of areas where there is a potential problem in safety and reporting suspicious occurrences; and
- minimising risks in the workplace.

### *Conduct of Current / Former Employees*

Employees should not misuse their position to obtain opportunities for future employment.

Employees should not allow themselves or their work to be influenced by plans for, or offers of employment outside of Tetra Tech International Development. If they do there is a conflict of interest and their integrity and that of Tetra Tech International Development is at risk.

Former Employees should not use or take advantage of confidential information obtained in the course of their official duties that may lead to gain or profit, until it has become publicly available.

### **Client Service Standards**

All Tetra Tech International Development staff and team members are committed to the following Client Service Standards:

- Implement activities professionally, with a focus on quality, developmental impact and long term sustainability and with proper regard to cross-cutting development policies, such as gender and the environment, and the whole-of-government approach to development.
- Maintain productive relationships with their counterpart Government and activity stakeholders. This includes a genuine focus on transferring skills to counterparts and promoting counterparts' longer term 'ownership' throughout the delivery of the activity.
- Focus on achieving results and outcomes in a manner that is always accountable and demonstrates probity, procedural fairness and value for money.
- Take responsibility for progress of activities, consulting actively with the client and their counterpart on important problems and issues.
- Use experience and judgement to identify substantive problems in advance and then approach the client (and where appropriate the counterpart) with well-considered, well costed, options and recommendations.
- Demonstrate value adding, innovation, analytical rigour and quality assurance in project or activity management. This includes ensuring quality, clarity and accuracy of reporting, invoicing and financial management.
- Promote high standards of personal conduct/behaviour, teamwork and respect at all times. Lapses in these areas undermine relationships with counterparts, undermine activity effectiveness and reflect poorly on the client.
- Never make decisions that are the proper preserve of foreign governments and/or the funding agency, which alter the substance of the activity or create 'surprises' for the client or the counterpart.



**Breaches of the Code of Conduct and Client Service Standards**

Employees should note that breaches of certain sections of this Code of Conduct and Client Service Standards may be punishable under laws and legislation.

Breaches of this Code of Conduct and Client Service Standards may lead to disciplinary action. The process for disciplinary action is outlined in Tetra Tech International Development policies and guidelines, relevant industrial awards and agreements.

**I acknowledge that I have read and understood the above Code of Conduct and Client Service Standards and will comply with its contents.**

<b>Name</b>	
<b>Position</b>	
<b>Program</b>	
<b>Signature</b>	

**Acknowledged by Tetra Tech International Development Pty Ltd**

<b>Name</b>	
<b>Signature</b>	

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**Part D**

**Selection Criteria and Information Required for  
Technical Assessment**

## 1 Technical Proposal

Tenderers should submit a technical proposal, up to a maximum of six (6) pages plus required annexes, which substantively and individually address the selection criteria below.

The Technical Proposal will be worth 80% of the total assessment score.

## 2 Selection Criteria

Proposals should be presented in the following format. Each category should be addressed individually under the criterion headings. The weighting of each of the criterion is provided in the following table:

Criterion	Weighting (%)
A. Capacity and training experience	20
B. Technical capacity and response to course specification	40
C. Core personnel	40
<b>Total</b>	<b>100</b>

### A. Capacity and training experience: (20% of the technical assessment)

The Tenderer must demonstrate:

- i. Experience and capability to design and deliver short courses for international participants (preferably Indonesian participants). Delivery of Australian Government-funded courses should be highlighted if applicable
- ii. Experience hosting international participants and providing administrative, logistical, and welfare services as outlined in the Scope of Services

### B. Response to course specification: (40% of the technical assessment)

The Tenderer must provide details of their approach to the design and delivery of the course. Specifically tenderers must demonstrate how they will:

- i. Design the course to respond to the course learning objectives, including how gender equality and social inclusion will be integrated into course content. Particular focus will be given to how the tenderer has designed the course topics to reflect the learning objectives and how the course is tailored to the local context and to the target participants (25% of the technical assessment)
- ii. Apply adult learning methodologies and techniques and ensure course continuity
- iii. Monitor and evaluate progress and success of the course against objectives
- iv. Identify and address risks and challenges in the design and delivery of the course (ii – iv 15% of the technical assessment)

### C. Nominated personnel: (40% of the technical assessment)

The Tenderer must demonstrate that the following team members have the appropriate qualifications and experience to design and implement the course:

- i. Course Leader(s) and Course Designer(s) is/are the technical expert/s who will work with AAI to design the course and ensure that the sessions and site visits respond to the course learning objectives. The Course Leader is the technical expert who will lead the course full-time during the course. The Course Leader will also deliver the workshops. The Course Leader will provide the main technical and academic input. He/she will conduct sessions, coordinate inputs from other expert presenters and make final decisions about the course content. He/she also has a major role in facilitating participants' learning, mentoring and

- supervising Award Projects and reviewing awardees' progress. The Course Designer and Course Leader can be the same person or two or more people.
- ii. Course Coordinator is the key administrator who makes course. He/she is responsible for the day-to-day management of the course.
  - iii. Welfare Officer is responsible for the participants' welfare. He/she liaises between the group and the delivery team if welfare issues or concerns arise. The Welfare Officer must be a fluent speaker of Bahasa Indonesia and able to develop rapid rapport with the group. It is preferable that the Welfare Officer is female with good cultural understanding and relevant pastoral care experience
  - iv. Tenderer may nominate additional content specialists

**The tenderer must include all personnel mentioned in the technical proposal in the financial proposal.** Substitution of these specialists would require Tetra Tech International Development approval. Terms of Reference for these positions are included in the *AAI Short Course Guidelines*.

## 1. Annexes

The technical proposal should include the following Annexes.

**Please note! The templates for these annexes are in a separate MS Word document provided to the tenderers.**

### ***Annex 1 – Organisation’s Experience***

This Annex is to contain Description Sheets of only relevant activities which clearly demonstrate the Tenderer's ability to meet the Scope of Services as outlined in Part D. Up to two (2) Description Sheets can be included and must not exceed 1 A4 page each.

### ***Annex 2 – Draft Course Program***

A brief description of proposed program topics (no more than 4 pages).

### ***Annex 3 – Curricula Vitae (CVs)***

A summary table (as below) is to be inserted at the beginning of this Annex. The table must not exceed one A4 page.

Position	Name	Nationality	Gender	Brief description of key qualifications, expertise and experience (in bullet points)	Proposed number of <u>design</u> days	Proposed number of <u>delivery</u> days
Course Leader/ Course Designer						
<i>Additional nominated personnel (if applicable)</i>						
<i>Additional nominated personnel (if applicable)</i>						
Course Coordinator						
Welfare Officer						

Certified CVs of not more than three pages are to be provided at least for the Course Leader/Course Designer, Course Coordinator and Welfare Officer. The tenderer can add CVs of other personnel mentioned in the technical proposal. CVs should provide a clear response to the duties outlined above in Part D, Section 2 C Personnel.

Tetra Tech International Development regards the withdrawal or substitution of personnel to be grounds for the cancellation of negotiations and reserves the right to consider alternative offers where personnel nominated in Tenders are subsequently not available.

### ***Annex 4 - Statutory Declarations***

Annex 4 is to be completed and signed by the Tenderer.

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**Part E**

**Selection Criteria and Information Required for Price Assessment**

## 1 Financial Proposal

Tenderers must submit a Financial Proposal as a part of their Submission in the separate MS Excel Spreadsheet provided.

It should be a stand-alone proposal and NOT to form a part of the Technical Proposal. **This proposal must be submitted in a separate document.** The Financial Proposal is worth 20% of the total assessment score.

## 2 Approach to the Financial Proposal

A financial price assessment of those Tenders assessed as technically suitable by the Technical Assessment Panel (TAP) will be undertaken by the TAP for Tetra Tech International Development. Tetra Tech International Development reserves the right to provide the financial component of any Tender to TAP members for their examination in the context of resource adequacy evaluation against the selection criteria in the technical assessment process.

## 3 Limited Information Required for Price Assessment

The final Course Budget is negotiated with the preferred tenderer. The financial detail required for the financial proposal (i.e. price assessment) includes the tenderer's management fee and personnel costs as indicated in the AAI Tender Financial Proposal Schedule 1-4 MS Excel spreadsheet (provided to the Tenderers).

**Please note** - Reimbursable costs associated with the course delivery are **not** to be included as part of the financial proposal. These costs will be negotiated with the preferred tenderer as part of the contract negotiations process in line with the mandated service levels.

Tables for inclusion within the Financial Proposal, including those containing information required for the purposes of the financial assessment, are:

- Schedule 1: Personnel Course Design Cost
- Schedule 2: Personnel Course Delivery Cost
- Schedule 3: Fixed Management Fee
- Schedule 4: Summary of Unit Costs for Tetra Tech International Development Price Comparison.

Please note! The tables are included in the *AAI Tender Financial Proposal Schedule 1-4 Excel spreadsheet provided to the Tenderers.*

Tenderers must complete all schedules showing their firm quotations in whole Australian dollars (\$AUD). Tetra Tech International Development requires these calculations for the purposes of disaggregating and checking the accuracy of Tenderers' total financial assessment figure. Only the final figure provided at Schedule 4 will be subject to the financial price assessment.

Tenderers should note that inaccurate or inconsistent calculations in the financial component of any Tender may, in Tetra Tech International Development's sole discretion, be grounds for Tetra Tech International Development to deem that Tender non-conforming and exclude it from further consideration under the RFT process.

## 4 Content of Financial Proposal

Within the Financial Proposal Tenderers must address the criteria as set out in the table below. These criteria will be used to make a like-for-like financial comparison.

## Financial Proposal Criteria

### **Schedule 1: Personnel course design cost**

Personnel costs for the design of the course, expressed as number of person days at a daily rate (i.e. cost of the Course Designer/s). The Tenderer needs to make an assessment of the number of person days required to design the course. This may be completed by one person or more. The work may be done part-time or full-time. Tenderers must provide details in Schedule 1: Fixed personnel costs for design of course.

### **Schedule 2: Personnel course delivery cost**

Personnel costs for the delivery of the course, expressed as number of person days at a daily rate for each of the nominated personnel. Each of these positions must include a nomination of one person only. Tenderers must provide details in Schedule 2: Fixed personnel costs for delivery of course.

The number of days used to calculate these costs will normally be greater than the actual days of course delivery. Both the Course Leader and Course Coordinator will need to work some additional days on preparation, administration and logistics, preparing the Activity Completion Report and Financial Summary, etc. Tenderers need to make their own assessment of how many person days will be required to undertake these tasks. Noting that this component forms part of the like for like assessment.

### **Schedule 3: Fixed management fee**

Total management fee to be charged by the tenderer for the design and delivery of the course as described in the Scope of Services. This must include any applicable insurance as outlined in the Draft Contract of this RFT at Part C. Tenderers must provide details in Schedule 3: Fixed Management Fee.

Tenderers must clearly detail any “other fees” to be charged to the course (e.g. financial costs, administration costs, special fees, staff on costs, etc.). These “other fees” will be subject to approval during the contract negotiation process. Noting again that this component forms part of the like for like assessment.

The Fixed Management Fee is exclusive of personnel costs and any other costs directly associated with course design and delivery as outlined in Part B of the Service Fees: Reimbursable expenses incurred by contractor.

## **5 Retention of Price Component of Tenders by Tetra Tech International Development**

The financial components of all Tenders, including those not considered technically suitable, will be retained by Tetra Tech International Development.

## **6 Escalation**

There is no provision for escalation.

## **7 Goods and Services Tax (GST)**

Refer to clause 1.14,1.15 and 1.16 of the draft Contract.