



Australia Awards

Australia Awards Indonesia

Alumni Professional Development
Program (APDP)

Education and Research Capacity Building

Request for Tender

October 2016

Introduction

1. Invitation to Tender

Coffey, the Managing Contractor for the Australia Awards Indonesia (AAI) is seeking tenders for the design and delivery of **Alumni Professional Development Program (APDP), Education and Research Capacity Building**.

Details of the APDP are included later in this RFT (see Part C – Scope of Services).

To tender to design and deliver this Alumni Professional Development Program, the lead business must be an Australian University or a consortium of Australian universities in partnership with one or more Indonesian universities. The lead Tenderer must be 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.

2. Timetable

A timetable for the tender process is outlined below:

Activity	Date
Request for tender released	17 October 2016
Closing date for the registration of intent to submit a tender	28 October 2016
Closing date for queries	4 November 2016
Closing date for tenders	25 November 2016

3. Background

The goals and purpose of Australia Awards Indonesia are underpinned by five clearly defined program outcome groups relating to the benefits gained by the Indonesian alumni through the award experience. These include: the alumni's use of knowledge, attitude and skills to influence their professional fields and communities; the linkages between the alumni and Australian organisations, Australians; and the positive perceptions that Alumni have of Australia and Australians.

4. Document Structure

This Request for Tender consists of five parts that are attached to and form part of this RFT:

- Part A: Tender conditions
- Part B: Tender requirements and attachments (including Statutory Declaration)
- Part C: Scope of Services
- Part D: Selection criteria and information required for technical assessment
- Part E: Selection criteria and information required for price assessment
- Part F: Draft Contract

Tenderers should carefully read Parts A to F – including the Scope of Services. Tenders deemed non-conforming by Coffey may be rejected.

5. Definitions

In this RFT, the following terms have the following meanings:

“**DFAT**” means the Department of Foreign Affairs and Trade – Australian Aid;

“**AAI**” means Australia Awards Indonesia

“**APDP**” means Alumni Professional Development Program to be delivered in Indonesia under the Department of Foreign Affairs – Australian Aid;

“**the Commonwealth**” means the Commonwealth of Australia and its implementing agency, the Department of Foreign Affairs and Trade – Australian Aid;

“**Contract**” means the draft Contract at Part F;

“**RFT**” means this letter, Parts A-F and any Addenda issued by Coffey prior to the closing date and time for the submission of Tenders.

P a r t A

Tender conditions

Part A - Tender Conditions

1. Corrections and Additions

If a Tenderer finds any discrepancy, error or omission in the Request for Tender (RFT) or has any question, or wishes to make any enquiry concerning the RFT, it is to notify Coffey in writing at least fourteen days prior to the closing date and time for the lodgement of tenders. Where appropriate, answers to any such notices or questions will be given by Coffey in the form of Addenda and will be issued to all registered Tenderers.

Coffey may amend any part of the RFT prior to the closing date and time for submission of Tenders including, without limitation, by revising the draft Contract. Any amendment to, or clarification of, any aspect of the RFT will be issued in the form of Addenda and provided to all registered Tenderers before the closing date and time for submission of Tenders. Such Addenda will become part of the RFT.

Tenderers' attention is drawn to paragraph 19 of this Section regarding Addenda.

2. Expenses

Tenderers are responsible at their own expense for:

- a) making all arrangements and obtaining and considering all information relating to the preparation, delivery and lodgement of their Tender;
- b) answering any queries and providing any further information sought by Coffey International;
- c) dealing with any issues, including disputes, that may arise out of the RFT process; and,
- d) engaging in any further process or discussions with Coffey that may result from the RFT.

3. Ownership of Tenders

All Tenders become the property of DFAT on submission.

Such intellectual property rights as may exist in the information contained in Tenders will remain the property of the Tenderer.

The Tenderer authorises Coffey to copy, adapt, amend, disclose or do anything else necessary (in Coffey's sole discretion) to all materials (including that which contains intellectual property rights of the Tenderer or other parties) contained in the Tender for the purpose of its evaluation of Tenders, negotiating any contract with the Tenderer (if the matter proceeds that far) and all other matters relating there to, including governmental and Parliamentary report requirements.

Coffey may make such copies of Tenders as it requires for these purposes.

4. Tenderer's Acknowledgment

A Tender is made on the basis that the Tenderer acknowledges that:

- a) it examined the RFT documents;
- b) the RFT specifies Coffey's rights in respect of the RFT and the Tenderer agrees that Coffey may exercise its rights as set out in the RFT in respect of the RFT process;
- c) it sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to Coffey's requirements, including the risks and other circumstances which may affect a Tender;
- d) in lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether verbal, written, or otherwise made by or on behalf of Coffey other than any statement, warranty or representation contained in the RFT;
- e) it did not use the improper assistance of Coffey's employees or ex-employees, or Commonwealth employees or ex-employees, or information unlawfully obtained from Coffey or the Commonwealth in compiling its Tender;
- f) it satisfied itself as to the correctness and sufficiency of its Tender;
- g) it is responsible for all costs and expenses related to its involvement in the RFT, including:
 - preparation and lodgement of the Tender;
 - any subsequent negotiation;
 - any other action or response in relation to this RFT;
- h) Coffey and the Commonwealth are not responsible for any costs or expenses incurred by the Tenderer or any other person in responding to or taking any other action in relation to this RFT, whether or not Coffey terminates, varies or suspends the RFT process or takes any other action permitted under this RFT,
- i) the Tenderer understands that the selection of a successful Tenderer and/or Subcontractor must have DFAT agreement before Coffey can award a contract for the Activity and that DFAT reserves its rights to accept or reject any Tenderer or Subcontractor for any reason; and
- j) the Tenderer will comply with the rules set out in this RFT and as applicable to the AAI program.

5. Right to Conduct Security, Probity and Financial Checks

Coffey, in its absolute discretion, reserves the right to conduct such security, probity and/or financial checks on Tenders and/or Tenderers for the purpose of evaluating Tenders to this RFT or any other stage of the Tendering process for the services described in this RFT, as it deems necessary.

6. Coffey's Rights

Without limiting its rights at law or otherwise, without incurring any liability for any costs, losses or expenses or damages incurred by any Tenderer or Tenderers and without any obligation to inform any affected Tenderer or Tenderers of the grounds for such action, Coffey reserves the right in its absolute discretion at any time to:

- a) subject to the RFT, evaluate Tenders as Coffey sees appropriate in the context of its requirements;
- b) cease to proceed with the process outlined in this RFT or any subsequent process;
- c) suspend or vary the process or any part of it;
- d) require additional information or clarification from any Tenderer or anyone else or provide additional information or clarification to any Tenderer;
- e) call for new Tenders;
- f) accept or reject any Tender that does not comply with this RFT; and
- g) add to, alter, delete or exclude any services to be acquired by Coffey.

7. Contracting Entity with Coffey

Coffey intends to contract with one legal entity only. Tenderers must provide detailed information on services proposed to be sub-contracted and will be expected to take full responsibility for all sub-contracted services.

8. Purchasing of Goods and Services

In its purchasing of goods and services, the appointed Contractor will be required to comply with Commonwealth Procurement Rules in order to achieve “value for money” through “open and effective competition” in the selection of suppliers. In addition, the Contractor will be required to follow Coffey’s procedures as set out in the Contract and its Scope of Services. All procurement processes must be carefully documented. The Contractor will be liable to audit by Coffey or its nominee to ensure adherence to these principles. The sub-contractor must comply with Australian copyright law.

9. Relationship with Tenderers

Coffey is not bound contractually or in any other way to any Tenderer by this RFT.

10. Tender Validity

Tenders are accepted on the basis that they are valid for ninety (90) days from the closing date for receipt of Tenders.

11. Contract Format

Coffey intends to enter into negotiations for a subcontract agreement with the preferred Tenderer. These negotiations will be on the basis of a Contract including fixed and reimbursable cost components. The contract also provides for payments made against the achievement of measurable milestones for the delivery of defined outputs.

Coffey is responsible for ensuring that the Commonwealth obtains value for money through the subcontracting process.

A copy of the draft Contract is attached at Part F. This Contract will be tailored to meet the specific requirements of the relevant AAI Alumni Professional Development Program.

12. Disclosure of Information Provided by Tenderers

Coffey’s selection process for services is conducted in accordance with Commonwealth Procurement Rules. For the purpose of assessing Tenders, Coffey is required to pass Tenders to Commonwealth Government Departments and Agencies as Coffey sees fit and to

relevant Ministers and Parliamentary Secretaries. It is a Coffey policy not to divulge to one 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.

13. Technical Assessment

Coffey will rank Tenderers on the basis of technical and price assessments.

A Technical Assessment Panel, chaired by the Australia Awards Indonesia Deputy Director, will assess each submission using the criteria as set out in this RFT (e.g. *Capacity and technical experience, Response to Alumni Professional Development Program specification and Core Personnel*). **The Technical Proposal will be worth 80% of the total assessment score** and will be assessed separately to consideration of the Financial Proposal.

The result, together with any other factors relevant to the selection, will be taken into account by Coffey in deciding on the selection of the preferred Tenderer and/or award of Contract.

Tenderers should be aware that DFAT must approve the selection of the successful Tenderer before any contract can be awarded.

14. Financial Assessment

Following the technical assessment, the Financial Proposal of each submission will be assessed using the criteria set out in this RFT (e.g. *Core personnel design cost, Core personnel delivery cost, Fixed Management Fee*). **The Financial Proposal will be worth 20% of the total assessment score.**

At any time before a Contract is awarded, a Tenderer must, if requested to do so by Coffey, make available for inspection by Coffey or persons appointed by Coffey, all financial records including accounts, profit and loss statements, balance sheets and other relevant information to enable an assessment to be made as to the financial capacity of a Tenderer to undertake the Activity. The Tenderer will allow copies to be made of any such records.

15. Contract Negotiations

Coffey will conduct contract negotiations only with the person identified in the Tender with the authority to negotiate and conclude a Contract on behalf of the preferred Tenderer.

In the event that Coffey is unable to satisfactorily conclude contract negotiations with the preferred Tenderer, Coffey reserves the right, at its sole discretion, to terminate the negotiations and enter into Contract negotiations with the next ranked Tenderer(s).

Coffey expects the Contract negotiations to be concluded within a reasonable period of time, no longer than four (4) weeks.

Coffey reserves the right to negotiate with the most favourable tenderer should it be deemed that 'the offering prices are unreasonable or greater than the targets set in the planning process' as per Commonwealth Procurement Rules.

Please note that the contracted provider is required to provide evidence of Public Liability and Professional Indemnity Insurance coverage of AUD20 million per incident before the contract can be signed.

16. Award of Contract

Any Contract resulting from the Tender process outlined in this RFT is subject to:

- a) The negotiation of a mutually acceptable Contract based on the draft Contract at Part F of this RFT. This draft Contract will be tailored to meet the specific requirements of the AAI program.

17. Insurance

The successful Tenderer will be required to provide evidence of Public Liability and Professional Indemnity Insurance coverage of AUD20 million per incident before any contract can be signed.

18. Coffey Payment Policy

Tenderers should note that it is Coffey policy to pay accounts in arrears on the due date specified in the agreement with the supplier. Coffey's standard terms are payment thirty (30) days from the acceptance of goods or services and the receipt of a correctly rendered invoice (and subject to the delivery of outputs against specified milestones to Coffey's satisfaction). Payment, however, does not mean that Coffey necessarily accepts that the work meets that milestone and Coffey reserves its rights to full reimbursement if DFAT does not accept that a milestone has been reached which justifies payment.

19. Addenda

Interested parties are required to register their intention to submit a Tender no later than 5.00pm local time in Adelaide, Friday 28 October 2016.

Those parties who have registered their intention to submit a Tender by this time and date will be provided with all Addenda to the RFT. Parties who have not registered their intention to submit a Tender by this time and date will not receive Addenda to the RFT issued. Registrations of an intention to submit a Tender should be transmitted via email to Colin.Fuller@coffey.com

Registration can be made by providing the following information:

- name of organisation;
- name of contact person; and
- full contact details for receipt of Addenda.

The requirement to provide an intention to submit a Tender will not impose any obligation on any interested party to actually submit a Tender.

20. Deed of Novation

The selected Tenderer will be required to execute a Deed of Novation and Substitution, in the appropriate form, to ensure the rights of DFAT, in the event of DFAT issuing a note of substitution, at the time of executing the contract.

P a r t B

Tender Requirements

Part B – Tender Requirements

Prospective Tenderers are to read this statement of Tender requirements carefully. At Coffey's sole discretion, non-conforming Tenders may not be accepted.

1. Tender Particulars

1.1 Issue of RFT	Monday 17 October 2016
1.2 Closing date for confirmation of intent to submit Tender	5.00pm local time in Adelaide Friday 28 October 2016 <i>Note: Only confirmed Tenderers will receive any addenda to the RFT.</i>
1.3 Closing date for questions on the RFT	5.00pm local time in Adelaide Friday 4 November 2016 <i>Note: All queries pertaining to the RFT must be sent to: Colin.Fuller@coffey.com before this closing time.</i>
1.4 Closing date for submission of Tender	5.00pm local time in Adelaide Friday 25 November 2016 <i>Note: Late submissions will not be considered unless the delay is solely due to Coffey mishandling.</i>
1.5 Mode of submission	Email submission to Colin.Fuller@coffey.com before the Tender submission closing time.
1.6 Number of Copies of Tender	One (1) electronic (.pdf) file of the Technical Proposal including all required annexes. One (1) electronic (.pdf) file of the Financial Proposal.
1.7 Page limits	Technical Proposal: maximum of six (6) pages plus Annexes as follows: Annex 1 – Organisation's Experience, maximum of three (3) description sheets (must not exceed one A4 page each) Annex 2 – Curricula Vitae, maximum of three (3) pages for each person. Annex 3 – Draft APDP Program, maximum of three (3) pages Annex 4 – Statutory Declaration (use the template provided)
1.8 Other Tender Requirements	<ul style="list-style-type: none"> The lead Tenderer <u>must</u> be a Registered Training Organisation (RTO) in Australia or an Australian tertiary institution as defined in the <i>Higher</i>

	<p><i>Education Support Act, 2003</i> Table A, B and C.</p> <ul style="list-style-type: none"> • Tenders are to be submitted in the name of the entity with which Coffey would enter into contract and include the name of the person authorised to negotiate and conclude contract. • The Coffey or DFAT logo is not to appear on any Tender documentation.
1.9 Tender outcome notification date	December 2016 (this may change at Coffey's discretion)
1.10 Expected mobilisation date for APDP delivery	<ul style="list-style-type: none"> • Mentoring Program January 2017 • Inception Workshop April 2017 • Advanced Workshop July 2017 • International Conference end of 2017 <p>The above APDP delivery dates are indicative and will be negotiated with the successful Tenderer.</p> <p>Tenderer is advised to mobilise their team within 7 calendar days of contract signature</p>

2. Tender Format

Coffey's requirements with respect to the format of Tenders are as follows:

- Tenders are to be submitted in the name of the entity with which Coffey would enter into the contract and include the name of the person authorised to negotiate and conclude a contract.
- The font type is to be Arial, no smaller than 10 point and in single column format.
- The Coffey or DFAT logo is not to appear on any Tender documentation.
- The financial component of the Tender is to be submitted as a separately sealed attachment.

3. Tender Contents

TECHNICAL PROPOSAL (one separate PDF file)

The Technical Proposal must contain the following parts in the order as below:

- **Tender Submission Form**
- **Response to the Selection Criteria**

The Technical Proposal must substantively and individually address the selection criteria as set out in Part D and be no more than six (6) A4 typewritten pages (including tables, diagrams, notes and references but excluding annexes).

- **Technical Proposal Annexes**

The following annexes must be submitted in the format as requested at Part D:

- Annexure 1 – Organisations Experience
- Annexure 2 – Curricula Vitae
- Annexure 3 – Draft APDP Program
- Annexure 4 – Statutory Declaration

Please note: Tenderers are to complete the *AAI Tender Technical Proposal Template* (MS Word template provided to Tenderers).

FINANCIAL PROPOSAL (one separate PDF file)

This component of the tender is to include fully costed firm quotes in Australian dollars at current prices valid for ninety (90) days from the closing date for the receipt of Tenders.

The title of the file and the spreadsheet must clearly indicate “**Financial Proposal**”. The document must include the Tenderer’s contact person and contact details and must not contain Coffey or DFAT logo.

Please note: Tenderers are to complete the *AAI Tender Financial Proposal Schedule 1-4* (MS Excel spreadsheet provided to Tenderers), which includes:

Schedule 1: Personnel APDP Design Cost

Schedule 2: Key Personnel APDP Delivery Cost

Schedule 3: Fixed Management Fee

Schedule 4: Financial Proposal Summary

4. Lodgement of Tenders

Tenders must be submitted no later than the time indicated in Tender Particulars above.

Tenders are to be submitted separately in electronic PDF format. Submissions should be transmitted via email to: Colin.Fuller@coffey.com

The subject line of the email tender submission should include the title.

Late submissions will not be considered unless the delay is solely due to the mishandling of Coffey.

P a r t C
Scope of Services

Part C –Scope of Services

1. Activity Identification

1.1	Client	Coffey International Ltd (Coffey)
1.2	Program/Sub-Program	Australia Awards in Indonesia (AAI)
1.3	Title	Alumni Professional Development Program (APDP) - Education and Research Capacity Building
1.4	Duration and proposed delivery dates	<p>The APDP comprises three core activities to be delivered in sequence which have been developed by a steering committee of alumni involved in education, namely:</p> <ul style="list-style-type: none"> • A mentoring program to be delivered over 14 months in Jakarta and Makassar commencing on the date of the contract award (tentatively December 2016) • Three-day kick-off workshops (tentatively April 2017) in Jakarta and Makassar, followed by three-day advanced workshops (tentatively in June 2017) in the same cities • A two-day international conference in Jakarta (tentatively end 2017) <p>Note that the workshops and international conference delivery dates are indicative and may be subject to further discussion between the successful Tenderer and DFAT/AAI.</p> <p>The contract will include an option, exercisable at the sole discretion of AAI, for a further 12-month extension. While the extension will be determined by AAI on a number of factors, a key criterion will be the overall delivery and outcomes performance over the initial contract period.</p>
1.5	Location	Jakarta and Makassar, Indonesia
1.6	Estimate number of participants	<ul style="list-style-type: none"> • Mentoring Program - up to 200 participants • Workshop Series in the lead up to the international conference: (a) inception workshop: up to 200 mentoring program participants and (b) advanced workshop: same participants as in the inception workshop plus up to 50 alumni who are not enrolled in the mentoring program • International Conference around 350 participants, comprising of 3-5 international speakers, 3-5 local speakers, 200 mentoring program participants and 130 guests

1.7	APDP provider conditions for participation	DFAT requires this program be delivered by a consortium comprising an Australian University or a consortium of Australian Universities (lead Tenderer) in partnership with one or more Indonesian universities. The lead Tenderer 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.
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2. Contract Details

2.1	Delivery	Tasks must be performed by a qualified and competent team in Australia and Indonesia
2.2	Contract Type	Sub-contract agreement to be negotiated between Coffey and the lead Tenderer. The sub-contract agreement will include all activities detailed in Section 6
2.3	Basis of Payment	<ul style="list-style-type: none"> • Fixed management fee • Core personnel APDP design fee • Core personnel delivery fee and • Reimbursable expenses (e.g. actual costs incurred in delivery of the APDP as per an agreed budget including accommodation, transport, allowances, etc.) – Reimbursable budget is negotiated with the preferred tenderer.

3. Program background and intended outcomes

3.1	Background	<p>In December 2015, the Australian Embassy in Jakarta introduced a new enhanced Alumni Engagement Strategy (AES) for the period 2016-2020. It is a country-specific approach supported by DFAT's new global alumni engagement strategy and signals the value and importance of alumni recognised by Australia.</p> <p>One of the key features in the AES is the redefinition of alumni as all Indonesian nationals who have graduated from an Australian tertiary institution, including those who have received an Australian government scholarship, an Indonesian government or other scholarship, and those who have self-funded their study. It also includes those who have completed short-term tertiary courses at registered Australian institutions and participants in Australian government hosted programs. This more inclusive definition of alumni sees a ten-fold increase on the number of alumni in Indonesia from around 8,000 (Australia Awards alumni) to an estimated 80,000.</p> <p>There is also a strong emphasis in the AES for better coordination with Australian universities in relation to Australia-Indonesia alumni engagement. Improved coordination between the Embassy and universities will make for a better experience for alumni.</p>
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3.2	Goals	<p>The AES has four strategic objectives. These are to:</p> <ul style="list-style-type: none"> • Promote the quality and competitiveness of Australian education and research; • Support Australian business, trade and development cooperation linkages and initiatives; • Help build networks of active ambassadors and provide more opportunities for alumni to stay connected to their Australian experiences and to share these with others ; and, • Provide the right platforms and opportunities for alumni to connect and build enduring personal and professional networks and institutional links.
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4. APDP Activities details

4.1	Background	<p>The Australian Embassy in Jakarta is working to create a more inclusive and stronger Australian alumni community that has a strong interest in the education sector. Led by the Embassy's Human Development Section, alongside the Australian Department of Education and Training, the Education Champions Circle of Influence steering a committee (comprised of Australian alumni working across Indonesia) was formed in early 2016 with the objective of championing education in Indonesia and promoting education in Australia.</p> <p>As part of this initiative, DFAT is funding a number of activities to contribute to the attainment of the objectives of the Education Champions Circle of Influence.</p>
4.2	Purpose	<p>Promotion of high quality education and research opportunities in Australia and Professional development of alumni (building education and research capacity)</p>
4.3	Objectives and outcomes	<p>The Alumni Professional Development Program under the Education Circle of Influence has four objectives, namely to:</p> <ul style="list-style-type: none"> • Provide alumni with opportunities to enhance and capitalise on their knowledge and skills to produce and communicate high-quality research and to improve research capacity in Indonesia; • Develop, maintain and strengthen professional linkages and partnerships between alumni and the Australian Government, Australian tertiary education institutions and research organisations; • Develop a network of alumni who view Australia's capabilities and credentials in a positive light; and • Showcase Australia's excellence as a global provider of high quality education and research.
4.4	APDP activity areas	<p>As summarised in Section 1.4, the APDP comprises three core activities, namely a mentoring program, a workshop series and an international conference. The detailed delivery requirements for each are set out below. The successful tenderer (the Consortium) will be responsible for all design and delivery aspects to ensure that the desired outcomes are achieved against demonstrable evaluation criteria. Certain aspects of the program will need to be agreed with DFAT and AAI before implementation and this will form part of the delivery program and timetable to be proposed by the tenderer.</p>

Mentoring Program

A professional development activity called the “mentoring program” is to be developed by Tenderer to facilitate networks and foster institutional links. The mentoring program objectives are to enhance research/writing skills of graduates/professionals and to facilitate networks and to strengthen junior alumni links with senior alumni through sharing professional and personal experience and expertise.

Expected key outcomes of the mentoring program are as follows:

- Improved quality and quantity of research/academic publications and communications materials authored by Australian alumni; and
- Networks between and among alumni from industry, government, research institutions and academia are increased and enhanced.

The mentoring program will be subject to approval by DFAT before being implemented and is to be addressed in the first meeting between the successful Tenderer and DFAT/AAI.

In developing the mentoring program, the Tenderer can consider:

- the need to outline a mechanism to use in selecting mentors and mentees, a methodology of matching mentors and mentees, frequency and duration of the mentors/mentees relationship meetings/engagements, the possible use of technology to facilitate communications between mentors and mentees, given their geographic dispersion, roles and the level of commitment required by mentors and mentees, ongoing support types/arrangements for mentors and mentees, outline the mentoring strategies proposed that are in line with internationally recognised good practices of a mentoring program, how assessment and mentoring evaluation will be conducted, the approach planned to achieve the required sustainability, and finally an estimate of resources.
- Note that the mentoring program is not intended to replace mentoring provided by mentee’s primary supervisors or lead authors within their ongoing academic or current research projects, rather this program is a complement.
- Participation by mentors and mentees is voluntary therefore financial incentives are not provided or proposed by DFAT. However, alternative mechanisms are proposed to engage the interests of mentors, e.g. Opportunity to participate in an in-country short course that addresses “how to be a good mentor/coach”, opportunity to jointly publish a journal or article (contingent upon mentor and mentee’s agreement),

provision of certificate of appreciation from the Australian Ambassador to Indonesia, and community service recognition for their voluntary assistance in the professional development capacities of alumni. A mentor who is part of the mentoring program may also be a presenter at the International Conference.

As part of the mentoring program, it is proposed that the Tenderer is required to develop a process to select mentors and mentees including a 'pairing' methodology noting that there will likely be a mentor/mentee ratio of 1 to 1 or 1 to 2 (depending on number of eligible applicants and mentors' preference). Geographical location and common professional/research interests should be considered in the pairing processes. The Mentor/Mentee selection process needs to be completed early in implementation to allow the workshop series and subsequent presentation of papers at the international conference by those selected as presenters.

Note that Australian alumni, in this case are Indonesians who have graduated from an Australian tertiary institution, including those who have received an Australian government scholarship, an Indonesian government or other scholarship and those who have self-funded their study, are eligible to apply for the mentoring program. In addition, Australian researchers or academics who are interested in being mentors will be invited to apply.

Workshop Series

In the lead up to the International Conference, the Tenderer would propose a series of workshops. This could include kick-off workshop (tentatively April 2017) and advanced workshop (tentatively July 2017). The objectives of the workshops are to enhance alumni writing skills for academic publications and public media, and build their confidence in presenting their research papers at an international conference.

The workshops would be delivered in two locations, i.e. Jakarta and Makassar. The Tenderer is to develop the curriculum and resultant learning outcomes for each workshop and look at other options and workshops to meet the goals of the program as well as to consider sustainability up front, e.g. how this work could be continued without DFAT funding but through other funding mechanism. The workshop series could consist of:

- Three-day Workshops Part I (inception workshop). The three-day workshops will be held twice during April 2017, once in Jakarta and again in Makassar. The first day of the kick-off workshop will focus on a planning exercise where participants (mentors and alumni) discuss goal setting, expectations of the relationships (mentor and alumni) and initial draft/planned research papers for the international conference. Mentors will also have the opportunity to learn and practice their mentoring techniques and skills. The second and third day of the workshop will revolve around research and academic/professional paper writing techniques – including 'getting published', presentation skills and how to 'sell' the core point of academic papers and avoid death by PowerPoint, the roles and responsibilities of a peer reviewer and

expectations of peer review.

- Three-day Workshops Part II (advanced workshop). Similar with the first workshops, the second workshops are envisaged to be delivered tentatively in July 2017 in Jakarta and Makassar. In the first and second day of the workshop, which builds on Workshop 1, participants will focus on further planning, research, preparation and refining their conference papers as well as learn on how to conduct research to influence policy. The third day of the advanced workshop will focus on how to write and publish articles in popular media and improve networking skills including the use of social media for effective networking, establishing and maintaining linkages with relevant alumni and institutions. To maximise the number of participants, this session will be open to mentors and alumni who are interested in learning about journalistic writing although they are not part of the mentoring program. This is in line with the initiatives overall goal to bring together media, civil society, government and academia to trigger a robust discussion about educational issues relevant to Indonesia's development and Australia's role in providing educational services that meet Indonesia's education development needs.

Mentors participation in the workshops is not mandatory but they will be encouraged to attend the first day of the inception workshop to discuss expectation and planning. They could participate in the three-day workshops and any costs associated with domestic travels, per diems and accommodation for mentors located in Indonesia will be covered by DFAT/AAI and Tenderer should include them as a reimbursable cost.

International Conference

A 2-day conference is proposed to be held in Jakarta by the end of 2017 is to be a 'stage' to recognise the quality research undertaken by select alumni with the objective that their professional profiles are enhanced.

The tenderer will organise an international conference in close consultation with DFAT and AAI (AAI will be the primary point of contact). This will include managing all aspects of the logistics, program details, conference administration and delivery.

A core focus of the conference will be to cater to the interests and needs of established and new researchers – including current research students – across a range of sectors.

Top Australian and Indonesian presenters, decision and policy makers, non-governmental organisations, academics and industry practitioners as well as research funding and commissioning agencies are to be invited to present at the conference to boost its international and domestic profile.

A media program is required from the Tenderer to ensure the conference receives good quality media publicity both pre and post the event.

Conference Theme

- The theme will be established during the first month of implementation. The Tenderer will be responsible for arranging the necessary meetings in consultation with DFAT (via AAI) and is to propose possible topics for consideration along with supporting information. A key requirement is that the theme of the conference not be similar to other conferences recently held in Indonesia. While the general theme may address the education sector, an innovative topic that delivers information to facilitate change and advances to the Indonesian Education Sector is imperative.
- The overarching theme of the conference must have a clear target of improving Indonesia's Education Sector. A wide range of topics may be addressed within a particular theme by presenters but they must be encouraged to draw a conclusion in their papers that contributes to the desired target.
- The Tenderer will be required to publish the proceedings of the conference and this will include an overview chapter that gives a synopsis of the papers delivered and provides a consolidated summary on how the various conclusions made by authors contribute to the end target of improving Indonesia's Education Sector. This summary could be considered as offering draft policy options to the Government of Indonesia for its consideration.

Conference Presenters

The Tenderer is to propose an appropriate selection process for conference presenters and submit this to DFAT (via AAI) for consideration with members of the Education Champions Circle of Influence steering committee.

The purpose of the conference is to help boost the profile of alumni thus the balance of 'known' presenters and 'unknown' presenters must be right. DFAT, in consultation with members of the steering committee, will be the final arbiter on the ratio of known to unknown presenters.

The proposed selection process must take into account that the right mix of presenters is important as a mix of both senior Australian and Indonesian academics and decision/policy makers will be invited to present and attend the conference, along with alumni and current students.

Conference Program and Format

		In consultation with DFAT and steering committee, the successful Tenderer will develop a conference program and format designed to encourage a wide range of contributions and the active involvement of a wide range of participants. As part of the 2-day conference, a rehearsal session which focuses on public speaking will be held before the opening of the international conference to prepare selected alumni to present at the international conference. The conference will have parallel or breakout sessions where smaller group of attendees, drawn from a large conference can discuss specific topics of the broad theme of the main conference.									
4.5	Nominated Personnel	Tenderers are to nominate key personnel to oversee management of delivery as well as deliver each component of the program. These key personnel will be named in the Contract and expected to remain with the program for the duration of the contract. Replacement key personnel will be subject to approval by AAI/DFAT.									
4.6	Sustainability	The mentoring program is considered a core contributor to the future development of leading academics, educational researchers and education policy makers in Indonesia. In this regard, and like other DFAT programs, the outcomes must be sustainable. To this end, Tenderers are required to include in their tenders a 'Sustainability Plan' that addresses how they will ensure the sustainability of outcomes beyond initial delivery and beyond the duration of the Contract.									
4.7	Innovation Proposal	Tenderers are invited to propose additional components for delivery across the 14-month program that they believe would enhance the purpose of the program. These innovations may be costed or non-costed. DFAT/AAI will only consider these Innovations once a decision has been made on the basis of the stated scope of services. Tenderers who wish to submit an Innovations proposal should submit this as a separate document along with separate financial proposal. The Innovations Proposal should be submitted as per the Tender Submission information contained in this RFT. DFAT/AAI reserves the right to consider/not consider the Innovations Proposal or to select part of the Innovations Proposal or to seek revisions/adjustment to said proposals. Where any or all of the Innovations Proposal are considered by DFAT/AAI related details and cost will be subject to negotiation with DFAT/AAI and inclusion in any contract will be at DFAT/AAI's sole discretion.									
4.8	Timeline	All activities and related dates occurring after 'Contract Signed' are indicative unless otherwise indicated and the Tenderers are expected to submit a detailed workplan on their planned delivery of the scope of services <table border="1" data-bbox="622 1150 2056 1348"> <thead> <tr> <th>Timeline (indicative)</th> <th>Action</th> <th>Note</th> </tr> </thead> <tbody> <tr> <td>Oct 2016</td> <td>RFT Issued</td> <td></td> </tr> <tr> <td>Oct 2016</td> <td>Question Period Closed</td> <td></td> </tr> </tbody> </table>	Timeline (indicative)	Action	Note	Oct 2016	RFT Issued		Oct 2016	Question Period Closed	
Timeline (indicative)	Action	Note									
Oct 2016	RFT Issued										
Oct 2016	Question Period Closed										

		Nov 2016	Tender Due	
		Dec 2016	Results Announced	
		Jan 2017	Contract Signed	
		Jan 2017	Mobilisation <i>Note: Tenderer is advised to mobilise their team within 7 calendar days of contract signature</i>	Contractor/DFAT/AAI briefing in Jkt; Contractor finalised APDP design Incl. mentoring guidelines and sustainability plans, workshops and international conference plan, budget and program as well as monitoring framework for the APDP.
		Mid Feb 2017	APDP plan (mentoring, workshop series, international conference) presented and submitted to AAI/DFAT	
		End Feb 2017	International conference plan, incl. themes, speakers, program and media strategy approved by AAI/DFAT	
		Mar 2017	Mentoring modules and workshops curriculum presented and submitted; mentors and mentees recruited	
		Apr 2017	Three-day inception workshops for approximately 200 mentoring program participants in Jakarta and Makassar delivered according to the approved plan, budget and program.	
		Jun 2017	Activity report on inception workshops submitted to AAI/DFAT	This report is intended to stimulate innovation toward outcome improvement and be better positioned to

				detect program effects in a timely faction and to identify lessons learned to enhance the delivery/ implementation of the next (advanced) workshops.
		Jul 2017	Three-day advanced workshops for approximately 200 mentoring program participants plus an additional 50 alumni in Jakarta and Makassar delivered according to the approved plan, budget and program.	
		Aug 2017	Mid-term report on the ongoing mentoring program and workshop series submitted to AAI/DFAT	This report is intended to assess the implementation and results of the mentoring program and workshop series to determine the relevance and fulfilment of objectives, efficiency, innovation, effectiveness, outcomes and sustainability.
		Aug 2017	Status Report on International Conference preparation submitted to AAI/DFAT	
		End 2017	Two-day international conference for approximately 350 participants in Jakarta delivered according to the approved plan, budget and program.	
		End 2017	Conference Proceedings submitted to AAI/DFAT	A draft and a final conference proceedings submitted by contractor in two weeks apart
		Early 2018	Conference papers submitted to international and national publications/media for publication (includes online media sites)	
		Early 2018	Contract option exercised and contract variation issued	Evaluation of contract delivery, sustainability outcomes and exercise of contract option by DFAT/AAI

		Early 2018	Final completion report submitted to AAI/DFAT	
4.9	Delivery/Learning approach	Use of adult learning principles should be applied. Tenderers are required to provide advice on how they will deliver each component of the program.		
4.10	Certification	Upon successful completion of the APDP the participants will receive a Certificate of Attainment.		
4.11	Evaluation	While DFAT/AAI will undertake monitoring and evaluation of this program, Tenderers are required to submit in their tender information on how they propose to define outcomes, their evaluation approaches, and monitoring system for each of the three components (Mentoring Program, Workshop Series and International Conference) with the aim of ensuring Quality at Implementation (QAI) and providing sound evidence based reporting on program implementation and results.		
4.12	Contract Option	<p>DFAT/AAI will include an option in the contract to extend the program by a further 12 months subject to an evaluation of the program and confirmation that continued delivery of the program is justified and required. The evaluation will take into account the Contractor's own evaluation report and DFAT/AAI's evaluation. Attainment of outcomes and sustainability will be evaluation factors. Should DFAT determine to exercise the extension option, revisions to the scope of service may be proposed to take account of change over the initial phase of the program and also updated and/or future needs. Submission by the Contractor of a revised budget will also be required. The Extension Scope of Services/Budget will be subject to negotiation and acceptance by DFAT.</p> <p>Exercise of the proposed Extension will be at DFAT's sole discretion.</p>		

5. Financial details

5.1	Financial Proposal	<p>The preferred tenderer is to complete a detailed APDP Plan, which includes an APDP Budget. The Budget will be prepared in conjunction with Coffey during contract negotiations using the standard costing template included in the sample contract (attached to this RFT document).</p> <p>Important note: The Financial Proposal submitted by the Tenderers forms part of the like for like price assessment of this RFT. Reimbursable costs do not form part of the like for like price assessment of this RFT. Tenderers are not to include any of the reimbursable costs as part of their financial proposal. Reimbursable budget will be negotiated with the preferred tenderer and will be included in the initial contractor agreement.</p>
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5.2	Invoicing and payment	Coffey shall pay the Contractor the Service Fees in instalments known as Payments (based on outputs as summarised below). The Payments will be payable to the Contractor progressively, on Coffey's acceptance of the satisfactory completion of identified outputs and a correctly rendered invoice. Where a Payment is to follow acceptance of a report, Coffey 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 Coffey of the input/outputs being completed to its satisfaction as summarised below: Further detail is provided in the Draft Contract provided as Part F of this RFT.
5.3	Value for money	Most aspects of the funding of APDP are developed in conjunction with Coffey using the standard costing template (Budget) included in the sample contract (attached to this RFT document). Many costs incurred are reimbursable so that providers can be assured that they do not carry major financial risk in conducting the APDP. However, within their submissions Tenderers are asked to provide information that will assist Coffey to determine value for money of the tender bid (e.g. fixed management fee to design and deliver the Alumni Professional Development Program (APDP), core personnel alumni activities design cost, core personnel delivery cost).

6. Services to be provided and specific tasks

6.1	Overview of tasks	<p>Tenderers are to note that the successful tenderer will be responsible for:</p> <p>Designing, selecting the mentoring, workshops and international conference participants, delivering, sustainability, monitoring, evaluating and reporting on the APDP program.</p> <p>Coffey of behalf of DFAT is responsible for:</p> <p>Liaison with the tenderer and DFAT and other parties as necessary to facilitate delivery of the program by the successful tenderer.</p> <p>The various component tasks associated with the successful tenderer's responsibilities are set out in section 6.2.</p> <p><u>Please note:</u> the majority of these tasks are covered under the reimbursable component of the negotiated APDP Budget with the preferred tenderer. Accordingly, Tenderers are not required to cost these tasks as a part of their financial management fee and core personnel design and delivery fees.</p>
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6.2	Specific tasks	<p>Mentoring Program</p> <ul style="list-style-type: none"> • In consultation with DFAT and AAI, design, develop and deliver a mentoring program for approximately 200 participants; • Develop mentoring guidelines which outline: <ul style="list-style-type: none"> - Mentoring strategies in line with internationally recognised good practice; - The mechanism for selecting mentors and mentees, including a 'pairing' methodology, considering there will likely be a mentor/mentee ratio of 1 to 1 or 1 to 2 (depending on number of eligible applicants) - The methodology for matching mentors and mentees; - The timeline, including frequency and duration of the mentor/mentee relationship and meetings/engagements; - Ongoing support types/arrangements for mentors and mentees, including possible use of technology to facilitate communications between mentors and mentees, given their geographic dispersion; - Description/guidance on the mentoring content contained in the program which will reflect the needs and goals of the Alumni Professional Development Program; - How assessment and mentoring evaluation will be conducted; - The approach to achieve the required sustainability; and - Estimate of resources. • Work cooperatively with DFAT and AAI to clarify and discuss the mentoring and participant requirements, finalise delivery dates; • Develop a mentoring module to guide and optimise participants' learning. This material will be provided to selected participants, i.e. mentors and mentees; • Recruit and select mentors and mentees, in consultation with DFAT and AAI; • Monitor the implementation of the mentoring program; • Advise AAI immediately if a mentor or alumni ceases to attend program activities wholly or on a regular basis; • Provide participants with a Certificate of Attainment upon successful completion of the mentoring program, using the approved DFAT/AAI certificate format; and • Propose for DFAT/AAI approval an approach whereby the mentoring program can be continued using other resources post the contract period. <p>Workshop series</p> <ul style="list-style-type: none"> • Deliver a series of workshops for up to 200 mentoring program participants in Jakarta and Makassar; • Work cooperatively with DFAT and AAI to discuss and identify workshop contents and learning objectives of the
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		<p>inception workshop and finalise delivery dates and make all prior arrangements for venues, logistics, domestic travel, etc.;</p> <ul style="list-style-type: none"> • Identify suitable experts to ensure varied and contextualised learning; • Manage delivery of the agreed workshops program including supervision of support, maintaining flexibility of arrangements and adjusting content as new needs and issues emerge; • Actively and continuously facilitate participants learning through interactive sessions, discussions, small group sessions and the application of adult learning principles; • Prepare workshops materials and if required, conduct pre- and post- tests (this will be negotiated with the successful Tenderer); • Provide adequate administrative support, including accommodation and catering during workshops hours for all participants; • Prepare an activity report on the inception workshops. This report is intended to stimulate innovation toward outcome improvement and be better positioned to detect program effects in a timely fashion and to identify lessons learned to enhance the delivery/ implementation of the next (advanced) workshops; and • Prepare a mid-term report on the ongoing mentoring program and workshop series to assess the implementation and results of the mentoring program and workshop series to determine the relevance and fulfilment of objectives, efficiency, innovation, effectiveness, outcomes and sustainability. <p>International Conference</p> <ul style="list-style-type: none"> • Organise a two day conference for approximately 350 participants in Jakarta, in close consultation with DFAT and AAI, to showcase the quality research undertaken by select alumni; • Establish a theme for the conference during the first month of the contract through arranging the necessary meetings with DFAT (via AAI) and proposing possible topics for consideration along with supporting information; • Propose an appropriate selection process for conference presenters to DFAT (via AAI) for consideration with members of the Education Champions Circle of Influence steering committee; • In consultation with DFAT and the steering committee, develop a conference program and format designed to encourage a wide range of contributions and the active involvement of a wide range of participants; • Design and deliver parallel or breakout sessions in the conference where smaller groups of attendees can discuss specific topics from the broader theme of the main conference; • In consultation with DFAT/AAI, identify and invite top Australian and Indonesian presenters, decision and policy makers, non-governmental organisations, academics and industry practitioners as well as research funding and commissioning agencies to present at the conference to boost its international and domestic profile; • Deliver a rehearsal session focusing on public speaking before the opening of the conference to prepare selected alumni to present at the conference;
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- Develop a media program to ensure the conference receives good quality media publicity both before and after the event;
- Manage all aspects of the logistics, program details, conference administration and delivery;
- Publish the proceedings of the conference including an overview chapter that gives a synopsis of the papers delivered and provides a consolidated summary on how the various conclusions made by authors contribute to the end target of improving Indonesia's Education Sector; and
- Prepare and submit a status report on international conference preparation to AAI/DFAT.

Logistics

For all activities in Jakarta and Makassar, the successful tenderer will arrange:

- Per diems to cover living expenses while attending the workshops and international conference, according to Australia Awards in Indonesia standard rate;
- Translation and provision of multiple copies of all relevant documentation and provide interpretation services to ensure effective dialog and understanding by participants as required and agreed by Coffey;
- Accommodation and catering during the workshops and international conference;
- Reimbursable domestic return flights and local transportation to and from the airport for mentors who want to attend the workshops and international conference;
- For official international and national speakers and presenters in the international conference, their international and domestic return flights, local transportation to and from the airport, per diems and accommodation shall be met by the Tenderer in accordance with AAI standard rate. These will be covered by DFAT/AAI and Tenderer should include them as a reimbursable cost; and
- Note that for mentees, travel and accommodation costs for the workshops and international conference are self-funded.

6.3	Monitoring and evaluation	<p>Tenderers should note that during implementation the successful tenderer will be required to apply Australia Awards Indonesia's Monitoring and Evaluation (M&E) Framework tailored to the program. Discussions with AAI's M&E Adviser and Senior Manager will be required to ensure appropriate monitoring and evaluation approaches and methods are identified and reporting formats agreed. Upon agreement of evaluation approaches and methods, tenderers shall develop monitoring and evaluation instruments and makes them available along with other supporting evidence of implementation progress and results.</p> <p>The successful tenderer will be required to fully cooperate with Australia Awards Indonesia and DFAT 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 program to provide Coffey with access to participants for monitoring and review purposes.</p>
6.4	Reporting	<p>The successful Tenderer will be required to deliver the reports identified in the scope of services. The Tenderer will provide table of contents of each report type for DFAT/AAI approval.</p> <p>The successful tenderer will prepare a Completion Report on the APDP program (maximum 15 pages) within six weeks of APDP activities completion. The report is to include an analysis on the relevance of the activities identified in the scope of services, effectiveness, efficiency, monitoring and evaluation, sustainability, gender equality, risk management and safeguards, innovation and linkages with Australian and Indonesian stakeholders, lessons learned and recommendations.</p> <p>The successful tenderer will prepare a Financial Report detailing actual expenditure incurred following the completion of the APDP program. In the case of reimbursable costs, documentary evidence of payments made will be submitted to Coffey.</p>
6.5	Other Requirements	<p>Other requirements</p> <p>The successful Tenderer will:</p> <ul style="list-style-type: none"> • Develop a budget for the program and supply this in Excel format for approval by Coffey; • Employ and manage key personnel required to perform contract services, including those nominated in Annexure A. • Apply AAI's Monitoring and Evaluation (M&E) Framework tailored to the program and ensure supporting documents for the reported progress and results are available for audit / quality check by AAI. • Cooperate with AAI and DFAT staff involved in the review, monitoring or evaluation of the activity, including

		<p>providing all M&E documents and results and allocating reasonable time within the program to provide Coffey with access to participants for monitoring and review purposes;</p> <ul style="list-style-type: none"> • Produce and submit a final completion report on the APDP program (maximum 15 pages) within six weeks of APDP activities completion. • Prepare a financial report, detailing actual expenditure incurred. In the case of reimbursable costs, documentary evidence of payments may be requested by Coffey; • Comply with the provision and rates as set out in DFAT's Adviser Remuneration Framework (ARF) issued in January 2016; • Not issue or release any media statements, photographs, videos, articles, newsletter items or website content without the express written permission of Coffey for each instance. This includes not assisting any media representative to interview any of the mentoring, workshop and conference participants or to publish an account relating to the activities or any of the participants. All photographs and videos taken by the select Tenderer provider during the APDP will be deemed to be the intellectual property of Australia Awards and may not be used without written permission of the Coffey Project Manager. Notwithstanding these constraints, positive media promotion is encouraged; and • Comply with the provisions of Coffey's Child Protection Policy.
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P a r t D
**Selection Criteria and Information Required for Technical
Assessment**

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:

2. Selection criteria

Proposals should be presented in the following format. Each category should be addressed individually, considering the following points:

A. Technical capacity and professional experience in delivering mentoring, workshops and international conference for alumni: (20% of the technical assessment)

The Tenderer must demonstrate:

- i. Experience in the design, technical components and delivery of mentoring, workshops and international conference for alumni or similar. Experience in the delivery of similar activities funded through Australian Government should be highlighted where applicable.
- ii. Experience in delivering a wide range of services including (but not limited to) administration and logistical services, communications and alumni engagement services, e.g. social media, web site and IT-based communications platforms, event organisation in an international context, managing organisational structures and networks.
- iii. Experience of strong working partnership with universities in Indonesia and in intercultural context (preferably towards/in cooperation with different organisations or networks) and delivering program in Indonesia. The Tenderer should be required to identify the role of their partner university/universities.
- iv. Capacity to ensure that gender equality is integrated appropriately throughout the design and delivery of the mentoring, workshops and conference content and practical activities.

B. Response to Alumni Professional Development Program specification: (50% of the technical assessment)

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

- i. Design a high quality program and workplan with a clear methodology of delivery and appropriate monitoring and evaluation framework to meet the stated objectives, taking into account DFAT's gender policy (15%)
- ii. Incorporate their in-depth understanding of the Indonesian tertiary education and education policy context in the design. The Tenderer is required to describe how the Indonesian partner university/universities will be effectively involved in delivering and supporting the program. (15%)
- iii. Propose a mentoring program ensure local applicability and contextualisation, a balance between subject knowledge and expertise, and adult learning practices are achieved. The design should include a Sustainability Plan which outlines a practicable and cost effective approach to embedding sustainability for the mentoring program. Special focus in the proposed methodology for ensuring quality, relevance and innovation of the approach regarding the mentoring activities envisaged and collaboration model with Indonesian institutions (20%)

C. Core personnel: (30% of the technical assessment)

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

i. **Designer/Team Leader (can be one or two people);**

The **Designer** is the technical expert who will work with Coffey and other relevant stakeholders to design the APDP in detail, including liaising with Australia and Indonesian experts and organisations. The APDP Designer will be responsible for developing the *APDP Plan* and final *Program*.

The **Team Leader** is the technical expert who will lead the mentoring, workshop series and international conference full-time over the period that the participants are in Jakarta and Makassar. The Team Leader will provide the main technical, educational and academic input. They will conduct sessions, coordinate inputs from other expert presenters, and make final decisions about the program. They also have a major role in facilitating the learning of participants and reviewing progress of the group and individuals.

ii. **Alumni Engagement Coordinator** – the Alumni Engagement Coordinator who will provide outreach and communications-related support to the mentoring, workshops and make sure that international conference receives good quality media publicity both pre and post event. In addition, the coordinator will support with the promotion of alumni profiles and facilitating linkages/networks among alumni and between alumni and relevant stakeholders to ensure that the mentoring participants remain connected and involved in the forward mentoring activities. They will manage and oversee any communications-related contents relevant to the mentoring, workshop series and international conference. The Alumni Engagement Coordinator should have worked previously with alumni and have good knowledge of the education world and policies and social media communications skills.

iii. **Administrative Coordinator** - the key administrator who will make all the arrangements for the APDP activities (including domestic and international travel, accommodation and logistics, financial administration, reporting coordination). The Administrative Coordinator will be with the group full-time during their time in Jakarta and Makassar and will be responsible for the day-to-day management of the APDP. The person undertaking this role needs to be a proven high level administrator and coordinator, with experience working in a similar role in a cross-cultural environment highly regarded.

The successful tenderer is expected to field the key specialists identified in the proposal. Substitution of these specialists would require Coffey approval.

3. 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 three (3) Description Sheets can be included and must not exceed 1 A4 page each.

Annex 2 – 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	ARF job level & classification	Name	Nationality	Gender	Brief description of key qualifications, expertise and experience (in bullet points)	Proposed total number of days (including preparation, design, delivery)
Designer/Team Leader						
Alumni Engagement Coordinator						
Administrative Coordinator						
<i>Additional nominated positions (if applicable)</i>						
<i>Additional nominated positions (if applicable)</i>						

Certified CVs of not more than three pages are to be provided for the APDP Leader/APDP Designer. CVs should provide a clear response to the duties outlined above in Part D, Section 2 C Core Personnel.

Coffey 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 3 – Draft APDP Program

A brief description of APDP program and possible topics for the workshop series and international conference (no more than 3 pages).

Annex 4 - Statutory Declarations

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

Part E - Selection Criteria and Information Required For Price Assessment

1. Introduction

Tenderers must submit a Financial Proposal as a part of their Submission.

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 Coffey. Coffey 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 *APDP 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 APDP delivery (i.e. Part B of the *APDP Budget, sample of the APDP Budget is included in the attached sample contract*) **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.

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
<p>Schedule 1: Core personnel APDP design cost</p> <p>Personnel costs for the design of the APDP, expressed as number of person days at a daily rate (i.e. cost of the APDP Designer/s). The Tenderer needs to make an assessment of the number of person days required to design the APDP Program. 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 core personnel costs for design of APDP.</p> <p>Personnel costs must be aligned to the <i>2016 Adviser Remuneration Framework</i>¹. Premium remuneration rates are not applicable to this tender. Individuals are not to be costed at the MRP rates, unless previously approved by the Australian Government.</p>
<p>Schedule 2: Core personnel APDP delivery cost</p> <p>Core personnel costs for the delivery of the APDP, expressed as number of person days at a daily rate for each of the key delivery positions. Each of these positions must include a nomination of one person only. Tenderers must provide details in Schedule 2: Fixed core personnel costs for delivery of APDP.</p> <p>The number of days used to calculate these costs could be greater than the actual days of APDP delivery. Both the Team Leader/Designer and Coordinators may need to work some additional days on workshops administration and logistics, international conference administration, preparing</p>

¹For a copy of the framework go to DFAT website.

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.

Personnel costs must be aligned to the *Adviser Remuneration Framework*. Premium remuneration rates are not applicable to this tender. Individuals are not to be costed at the MRP rates, unless previously approved by the Australian Government.

Schedule 3: Fixed management fee

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

Tenderers must clearly detail any “other fees” to be charged to the APDP (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 APDP design and delivery as outlined in Part B of the APDP Budget: Reimbursable expenses incurred by contractor.

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

- Schedule 1: Personnel APDP Design Cost
- Schedule 2: Key Personnel APDP Delivery Cost
- Schedule 3: Fixed Management Fee
- Schedule 4: Summary of Unit Costs for Coffey 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). Coffey 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 Coffey's sole discretion, be grounds for Coffey to deem that Tender non-conforming and exclude it from further consideration under the RFT process.

4. Retention of Price Component of Tenders by Coffey

The financial components of all Tenders, including those not considered technically suitable, will be retained by Coffey.

5. Escalation

There is no provision for escalation.

6. Goods and Services Tax (GST)

Refer to clause 15 and 16 of the draft Contract.

P a r t F
Draft Contract



COFFEY INTERNATIONAL DEVELOPMENT PTY LTD
("COFFEY INTERNATIONAL DEVELOPMENT")

- and -

[COFFEY WILL INSERT THE NAME OF THE CONTRACTOR]
("THE CONTRACTOR")

SUBCONTRACTOR AGREEMENT
COMPANY

Alumni Professional Development Program – Education and Research Capacity Building

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Annexes

- A THE SCHEDULE
- B TERMS OF REFERENCE
- C BUDGET

THIS AGREEMENT is made COFFEY WILL INSERT THE DATE

BETWEEN COFFEY INTERNATIONAL DEVELOPMENT PTY LTD
ACN 007 889 081 of 33 Richmond Road, Keswick, South Australia, 5035
("Coffey International Development")

AND COFFEY WILL INSERT THE NAME AND DETAILS OF THE RTO
("Contractor")

RECITALS

- A. Coffey International Development carries on the business of a management consultant and international project manager.
- B. In the course of its business, Coffey International Development engages the specialist services of various consultants (as contractors) specifically in connection with the Project described in the Schedule.
- C. The Contractor carries on the business of a specialist consultant in the field specified in the Schedule.
- D. Coffey International Development engages the Contractor to provide the Services and the Contractor agrees to provide the Services on the terms of this Agreement.

THE PARTIES AGREE as follows:

1. Recitals

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

2. Interpretations and definitions

In this Agreement, unless required by the context or unless stated otherwise:

- 2.1 A reference to one gender includes the other genders; reference to a person includes an incorporated body or other association of persons or a governmental agency and vice versa; the singular includes the plural and vice versa.
- 2.2 Headings are for convenience of reference and will not affect the interpretation of this Agreement.
- 2.3 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.
- 2.4 A reference to costs includes legal costs on a full indemnity basis.
- 2.5 In this Agreement where a word or phrase is given a particular meaning other parts of speech or grammatical forms of that word or phrase have corresponding meanings.
- 2.6 A reference to writing is to be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form.
- 2.7 This Agreement binds the parties' respective heirs, successors, legal personal representatives and assigns.

- 2.8 “Agreement” means this agreement and all schedules, annexures and other documents as may be incorporated by reference.
- 2.9 “Claim” means any claim, action, proceeding, demand, cost, damage, loss, expense or liability of any kind incurred or suffered by, or brought or made or recovered against, a person however arising (whether or not presently ascertained, immediate, future or contingent).
- 2.10 “Client” means the client to whom the Services are provided pursuant to the Head Contract.
- 2.11 “Commencement Date” means, subject to clause 3, the date specified in the Schedule.
- 2.12 “End Date” means the date this Agreement will expire which date is specified in the Schedule or the date this Agreement is terminated pursuant to clause 19 whichever is earlier.
- 2.13 “FOI Law” means the Freedom of Information Act (Cth) 1982 and any similar legislation.
- 2.14 “Head Contract” means the contract described in the Schedule under which Coffey International Development is (if the Head Contract has been executed as at the date of this Agreement) or would be (if the Head Contract has not been executed as at the date of this Agreement) required to provide services for which Coffey International Development engages the Contractor to provide the Services.
- 2.15 “Intellectual Property Rights” means any patent, copyright, trademark, tradename, design, trade secret, know how or other form of confidential information, or any right to registration of such rights and any other form of intellectual property right whether arising before or after the execution of this Agreement.
- 2.16 “Location” means the location or locations:
- 2.16.1 specified in the Schedule;
 - 2.16.2 reasonably specified by Coffey International Development from time to time; or
 - 2.16.3 at which the Services are to be provided or where the Contractor is required to visit to provide the Services.
- 2.17 “Notice” means written notice. “Notify” has a corresponding meaning.
- 2.18 “Pre-existing Contractor Material” means any Material developed by the Contractor that:
- 2.18.1 is in existence at the commencement of the term of this Agreement or is subsequently brought into existence other than as a result of the performance of the Agreement; and
 - 2.18.2 is embodied in, or attaches to, the Services or is otherwise necessarily related to the functioning or operation of the Services.
- 2.19 “Qualified Person” means the person described as such in the Schedule and any other person approved by Coffey International Development pursuant to clause 16.2 of this Agreement being in each case a person employed by the Contractor having qualifications, experience and expertise in providing the Services and which are reasonably acceptable to Coffey International Development.

- 2.20 "Project Operations Manual" means the Project Operations Manual maintained by Coffey International Development a copy of which has been (or will be) provided to the Contractor.
- 2.21 "Services" means the services described in the Schedule.
- 2.22 "Term" means the term of this Agreement which commences on the Commencement Date and ends on the End Date.
- 2.23 "Third Party Material" means any Material made available by the Contractor for the purpose of this Agreement in which a third party holds Intellectual Property Rights.

3. Term

- 3.1 Subject to clause 3.1 and 3.3, this Agreement commences on the Commencement Date and will continue until the End Date.
- 3.2 This Agreement is subject to:
- 3.2.1 if required by Coffey International Development, the Qualified Person(s) agreeing to submit to and satisfactorily meeting Coffey International Development Police Character Check standards.
- 3.3 The Contractor acknowledges that the nature of the Services may cause delays in the uplift and/or repatriation of the Contractor and the Qualified Person which may result in cost and inconvenience to the Contractor and the Qualified Person. Coffey International Development will not be liable for that cost or inconvenience.
- 3.4 If there are delays in uplift/repatriation of the Contractor and/or the Qualified Person due to reasons beyond the reasonable control of Coffey International Development, the actual date of uplift/repatriation will become the Commencement Date (rather than the date specified in the Schedule). Coffey International Development may extend the End Date by a corresponding period by giving notice to the Contractor.
- 3.5 Either party may terminate this Agreement immediately by giving the other party notice if the uplift/repatriation date referred to in clauses 3.3 and 3.4 does not occur within 90 days of the date of this Agreement.

4. Services

- 4.1 Coffey International Development engages the Contractor to provide and the Contractor agrees to provide the Services on the terms of this Agreement.
- 4.2 For the purposes of providing the Services, the Contractor must make available the Qualified Person.
- 4.3 The Services will be provided at the Location(s). The Qualified Person must perform his/her duties at the Location(s).
- 4.4 The Contractor must perform (and must ensure that the Qualified Person performs) its obligations under this Agreement (including to provide the Services and the Terms of Reference set out in Annexure B) in a professional and timely manner in accordance with this Agreement.

5. Service fee

- 5.1 As consideration for providing the Services, the Contractor's service fees will be as set out in the Schedule.

- 5.2 If additional services to those required under this Agreement are required, the Schedule of Rates contained in the Schedule will be used as a basis of determining additional remuneration.
- 5.3 Coffey International Development will not be required to make the final payment of the Contractor's remuneration under this Agreement until the Contractor has satisfied his/her reporting obligations under Annexure B.

6. Reimbursement of costs

- 6.1 Coffey International Development will reimburse or meet all reasonable travel and accommodation (where applicable) expenses properly incurred by or on behalf of the Contractor in relation to the provision of the Services which expenses are more particularly defined in the Schedule. All expenses for which the Contractor wishes to be reimbursed by Coffey International Development must first be approved by Coffey International Development.
- 6.2 Where Coffey International Development provides benefits to the Contractor including without limitation computer, telephone, software, or motor vehicle ("Benefits"), the Contractor must not use the Benefits for purposes other than as expressly permitted by Coffey International Development in the Schedule and the Contractor must at all times keep the Benefits in good working order and secure and in substantially the same condition as they were when first provided to the Contractor (fair wear and tear excepted).
- 6.3 The Contractor must at the End Date hand back possession of the Benefits in good working order and in substantially the same condition as they were when first provided to the Contractor (fair wear and tear excepted).
- 6.4 The Contractor must make good any damage to and must bring the Benefits back to the condition they were in when first provided to the Contractor (fair wear and tear excepted) within 7 days after the End Date. Coffey International Development may at its option make good any damage to the Benefits or bring the Benefits back to the condition they were in when first provided to the Contractor (fair wear and tear excepted) and claim from the Contractor all expenses it incurs (including time spent by its personnel) in doing such work.

7. Contractor's obligations

The Contractor warrants that:

- 7.1 it will (through the Qualified Person) throughout the Term perform its obligations (including providing the Services) in a competent and professional manner and in accordance with this Agreement;
- 7.2 it is able (and the Qualified Person is able) to perform its obligations under this Agreement;
- 7.3 it will carry out all its duties (including providing the Services) to a professional standard and will ensure that the Qualified Person devotes the time specified in the Schedule to perform its duties;
- 7.4 no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement;
- 7.5 it will not (and must ensure that the Qualified Person does not) during the Term hold any other position or engage in any other work which may conflict with the Contractor's duties under this Agreement;

- 7.6 it will not, during the Term, engage (or allow the Qualified Person to engage) in any activity likely to compromise the ability of the Contractor to perform its obligations under this Agreement fairly and independently;
- 7.7 it will immediately disclose to Coffey International Development (and require the Qualified Person to immediately disclose to Coffey International Development) any activity which constitutes or may constitute a conflict of interest;
- 7.8 it will not in any way bring Coffey International Development into disrepute or cause Coffey International Development to be in breach of the Head Contract (to the extent that Coffey makes any provisions of the Head Contract known to the Contractor and/or Qualified Person);
- 7.9 the Services will be performed personally by the Qualified Person unless otherwise agreed in writing by Coffey International Development;
- 7.10 it will follow the principles, general methods and procedure from time to time stipulated by Coffey International Development (including in the Terms of Reference set out in Annexure B) and observe all relevant professional and other standards and procedures;
- 7.11 the Services will be performed in full compliance with all applicable laws, rules, regulations and customs of the Location(s) and it will ensure that its employees (including the Qualified Person) and agents (if any are approved by Coffey International Development) are made aware of and comply with the requirements of this clause 7.11;
- 7.12 it will not become involved in any way in the political affairs of the Location(s);
- 7.13 it will liaise with, and obtain all necessary consents, approval and authorisations necessary for the performance of the Services;
- 7.14 it will behave (and will ensure that the Qualified Person and all its other employees, agents and contractors behave) in a proper, professional and ethical manner and in a manner that is morally acceptable at the Locations; and
- 7.15 it will strictly comply (and ensure the Qualified Person complies) with the Code of Conduct set out in Annexure D;
- 7.16 it will inform Coffey International Development in writing as soon as practicable of any anticipated problems which may have a significant effect on the costs to Coffey International Development, the delivery of the Services or the Contractor's ability to perform its obligations under this Agreement.

8. Information provided

The Contractor warrants that all information given to Coffey International Development orally or in any curriculum vitae, resume or any other document is accurate, is not in any way misleading and discloses all matters relating to the Contractor which should have been disclosed or which would or may affect Coffey International Development's decision to enter into this Agreement and to engage the Contractor and to approve the Contractor and the Qualified Person to provide the Services.

9. Indemnity

- 9.1 The Contractor indemnifies and will keep Coffey International Development indemnified from and against any Claim suffered or incurred by Coffey International Development (including in respect of any loss of life, personal injury or disability, loss or damage to property) arising out of:

- 9.1.1 failure by the Contractor to provide the Services;
 - 9.1.2 any negligent or wrongful act or omission by the Contractor in connection with the provision or non-provision of Services under this Agreement; or
 - 9.1.3 any breach of this Agreement by the Contractor.
- 9.2 The indemnity in this clause is reduced to the extent that the Claim is caused or contributed to by Coffey International Development, its employees, officers or contractors (except the Contractor).

10. Acknowledgement of risk and indemnity

- 10.1 The Contractor acknowledges, it is aware of and voluntarily accepts the risk involved in performing the Services at the Locations and acknowledges that Coffey International Development has little or no control over the working conditions at the Locations.
- 10.2 The Contractor has fully explained those risks to the Qualified Person and the Qualified Person has acknowledged and voluntarily accepted those risks in agreeing to personally provide the Services. The Contractor must fully explain the risks to any other Qualified Person that is approved by Coffey International Development and must obtain an acknowledgement and acceptance similar to that obtained from the current Qualified Person as described in this clause 10.1.
- 10.3 The parties acknowledge that to the fullest extent permitted, the Occupational Health Safety and Welfare Act (SA) 1986 will not apply in relation to this Agreement and the Services to be provided under it.
- 10.4 Coffey International Development will not under any circumstance be liable for (and the Contractor releases and must ensure that the Qualified Person releases Coffey International Development from) any Claim suffered by the Contractor or any other person, the death of or injury to the Qualified Person or any other person as a direct or indirect result of the Contractor and the Qualified Person having to visit or provide the Services at the Locations.
- 10.5 Without limiting any indemnity provided under this Agreement, the Contractor indemnifies and will keep Coffey International Development indemnified against any Claim made against or suffered by Coffey International Development (including a Claim resulting from the death or injury to the Qualified Person or any other person) as a direct or indirect result of the Qualified Person having to visit or provide Services at the Locations.

11. Health examination

- 11.1 Coffey International Development may require the Qualified Person to undergo a medical or other examination prior to the Commencement Date or during the Term. The Contractor will bear the cost of such medical or other examination.
- 11.2 The Contractor will bear the costs of malarial prophylactic measures and other vaccinations that the Qualified Person has prior to the Commencement Date or during the Term at the Locations.

12. Employee liabilities

The Contractor will be responsible for the payment of and indemnifies Coffey International Development in relation to the Contractor's employees' salaries and allowances, including all salaries, allowances and benefits which the Contractor is obliged to pay pursuant to the terms

of this Agreement. The Contractor will also be responsible for holiday, sick leave and long service leave entitlement, payroll tax, fringe benefits tax, workers compensation payments, superannuation and other similar obligations and will make all necessary group taxation deductions.

13. Insurance

The Contractor must insure itself and keep itself insured during the Term:

- 13.1 to the fullest extent against liability under all relevant laws and rules requiring such insurance;
- 13.2 for medical and emergency evacuation from any location outside of Australia for the term of the contract; and
- 13.3 as reasonably required by Coffey International Development, including as specified in Annexure A

and must on demand produce to Coffey International Development's reasonable satisfaction evidence of such insurance.

14. Intellectual property

- 14.1 This clause 14 does not affect the ownership of the Intellectual Property Rights in any Pre-existing Contractor Material or Third Party Material.
- 14.2 All Intellectual Property Rights in all reports, works, matters or things arising out of or in connection with the provision of the Services by the Contractor or its employees, contractors or agents (including the Qualified Person) ("Contract Material") will vest absolutely in Coffey International Development.
- 14.3 To the extent that:
 - 14.3.1 Coffey International Development needs to use any of the Pre-Existing Contractor Material or Third Party Material for the purposes of the Head Contract, the Contractor grants to, or must obtain for, Coffey 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 Contractor Material or Third Party Material solely for the purposes of the Head Contract; or
 - 14.3.2 the Contractor needs to use any of the Contract Material for the purpose of performing its obligations under this Agreement, Coffey International Development grants to the Contractor for the term of this Agreement, 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 solely for the purpose of providing the Services.
- 14.4 The Contractor warrants that in providing the Services it is not infringing and will not infringe the Intellectual Property Rights of any person.
- 14.5 Without limiting any other indemnity given under this Agreement, the Contractor indemnifies and will keep Coffey International Development indemnified against all Claims arising out of or in connection with any claim that the performance of the Services by the Contractor, its employees (including the Qualified Person) its agents or contractors infringes the Intellectual Property Rights of any person.
- 14.6 The Contractor will disclose (and must ensure the Qualified Person discloses) all Intellectual Property Rights arising out of or in connection with the provision of the Services to Coffey International Development and will do all such acts and things

and sign all such documents as Coffey International Development requires to give effect to this clause 14 including to vest such Intellectual Property Rights in Coffey International Development.

15. Confidentiality

- 15.1 The Contractor acknowledges that all information obtained in connection with or incidental to the Services is confidential to Coffey International Development.
- 15.2 Subject to clause 15.3, the Contractor must not (and must ensure the Qualified Person does not) use (other than to satisfy its obligations under this Agreement) or divulge such information to any person without Coffey International Development's prior written consent.
- 15.3 Subject to FOI Laws and other laws requiring the disclosing of information or documents, the parties agree that all terms of this Agreement and all other information related to this Agreement, but which are not set out in this Agreement (together "the Confidential Material") 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. The reference to a third party does not include consultants to Coffey International Development or Coffey International Development's employees, Directors or Secretary. It will be sufficient for the written consent of Coffey International Development to be given under the hand of one of its Directors, its Secretary or one of its Senior Managers.
- 15.4 The obligation imposed by clause 15.1 will not extend to information which:
- 15.4.1 was rightly in the possession of the Contractor prior to the commencement of negotiations which led to the formation of this Agreement; or
- 15.4.2 is already public knowledge or becomes so at a future date other than by breach of this clause 15 by the Contractor.
- 15.5 A party must immediately notify the other party if it becomes aware of any use, disclosure or distribution of information in breach of this clause 15, and must provide the other party with all reasonable assistance in connection with any proceedings which the other party may institute against such persons in respect of such use, disclosure or distribution.
- 15.6 As at the End Date, the Contractor must promptly at its own cost, deliver or cause to be delivered to Coffey International Development, all records of whatsoever nature or description in its possession or under its control which relate to the Service or in the possession or control of any of its employees (including the Qualified Person) or sub-contractors, which relate to the Services except that the Contractor may retain one copy of all records for its own internal purposes only.

16. Assignment

- 16.1 The Contractor must not assign, subcontract or otherwise transfer any of its rights or obligations pursuant to this Agreement without the prior written consent of Coffey International Development which Coffey International Development may withhold in its absolute discretion and without having to give reasons for its decision. A change in the effective control of the Contractor will be an assignment for the purposes of this clause 16.
- 16.2 The Contractor must not replace the Qualified Person or appoint another person to perform the role of the Qualified Person without the prior written consent of Coffey International Development.

17. Taxes

All taxes, duties, levies, imposts and charges imposed or levies in Australia or overseas in connection with the performance of this Agreement will be borne by the Contractor.

18. GST

- 18.1 Unless expressly stated otherwise, all amounts payable under this Agreement are exclusive of GST.
- 18.2 If an amount payable under this Agreement is consideration for a taxable supply, the supplier must pay the recipient in addition to and on the same terms as the amount payable for the supply an amount on account of GST equal to the amount payable for the supply multiplied by the prevailing GST rate.
- 18.3 The amount of GST payable under this Agreement must be shown as a separate item on the tax invoice issued by the supplier to the recipient, together with the method of calculation.

19. Termination

- 19.1 Coffey International Development may terminate this Agreement immediately by notice to the Contractor if:
- 19.1.1 the Services provided by the Contractor are in the reasonable opinion of Coffey International Development unsatisfactory and the Contractor fails to remedy the default within 7 days of receiving notice specifying which Services are unsatisfactory and requiring the Contractor to remedy such default;
 - 19.1.2 the Contractor commits a serious breach of any term of this Agreement such as would reasonably justify immediate termination of this Agreement by Coffey International Development;
 - 19.1.3 the Contractor commits a breach of any term of this Agreement (other than breaches referred to in clause 19.1.2) and fails to rectify the breach within 14 days of receiving notice of the breach;
 - 19.1.4 the Qualified Person is convicted of a serious criminal offence at the Location(s) (including in Australia) or fails to meet Coffey International Development's standards in relation to the outcome of a Police Character Check;
 - 19.1.5 the Qualified Person is required (either by Coffey International Development or otherwise) to leave the Location so as to prevent harm to the Qualified Person and/or to ensure the safety of the Qualified Person;
 - 19.1.6 Coffey International Development reasonably determines that the Contractor has brought Coffey International Development into disrepute;
 - 19.1.7 the Contractor is guilty of any misconduct in relation to the affairs of Coffey International Development or which may be damaging to Coffey International Development's business or reputation;
 - 19.1.8 the Qualified Person becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the laws of any country relating to mental health; or

- 19.1.9 the Head Contract in relation to which the Contractor has been engaged to provide the Services is terminated, amended or suspended such that the Services are not required (whether or not due to Coffey International Development's default);
- 19.1.10 a party to the Head Contract (other than Coffey International Development) requires the Qualified Person to cease providing the Services (whether or not due to Coffey International Development's default).
- 19.1.11 the Contractor is placed into liquidation, has an administrator or a receiver or manager appointed or a mortgagee takes possession of any substantial asset(s) of the Contractor or if the Contractor permanently ceases to carry on its existing business;
- 19.2 If this Agreement is terminated by Coffey International Development pursuant to clause 19.1 due to the Contractor's default, Coffey International Development will not be liable to bear the costs of repatriation of the Qualified Person. Where Coffey International Development bears the costs of repatriation of the Qualified Person and Coffey International Development is not liable for such costs, Coffey International Development may recover such costs from the Contractor including by setting off against or deducting such costs from any amount payable to the Contractor.
- 19.3 If this Agreement is terminated by Coffey International Development pursuant to clause 19.1, the Contractor will not be entitled to any compensation or damages in consequence of such termination including any money in lieu of notice (if applicable).
- 19.4 Termination of this Agreement by Coffey International Development will not prejudice any other rights or remedies which Coffey International Development has against the Contractor.
- 19.5 Without limiting clause 19.1, either party may terminate this Agreement at any time by giving the other party not less than 30 days notice.

20. Force majeure

- 20.1 A party will not be liable for its inability to perform its obligations under this Agreement as a result of an act of God, national emergency, war, prohibitive governmental regulations, labour dispute or any other cause beyond that party's reasonable control. If such a force majeure event occurs, the party suffering it will notify the other party of the occurrence and expected duration of that event. The party suffering the force majeure event must use all reasonable endeavours to obviate that force majeure occurrence.
- 20.2 If a force majeure event renders performance of this Agreement impossible for a continuous period of at least 3 calendar months, either party may by notice to the other, terminate this Agreement.

21. Governing law

This Agreement is to be construed according to South Australian laws and the parties submit themselves to the exclusive jurisdiction of the Courts of South Australia and any competent appellate courts.

22. Amendment

This Agreement may be varied by agreement between the parties. All such variations shall be in writing signed by the parties.

23. Entire agreement

This Agreement contains the entire agreement between the parties in respect of the subject matter of this Agreement. This Agreement supersedes any prior agreement or understanding (if any) between the parties and there is no collateral or other form of agreement between the parties in relation to the subject matter of this Agreement.

24. Set off

Coffey International Development may set-off against any amount owing by the Contractor to Coffey International Development any amount due for payment by Coffey International Development to the Contractor.

25. Survival of Provisions

Clauses 6, 7, 8, 9, 10, 14, 15, 19, 21, and 24 will survive the End Date.

26. Notices

Any notice to be given by one party to the other must be signed by the party giving the notice or by one of its officers or its duly authorised lawyer or agent and must be hand delivered or sent by prepaid post or sent by facsimile or electronic mail to the address, facsimile number or electronic mail address (as the case may be) shown at the commencement of this Agreement (or any other address, facsimile number or electronic mail address that a party may notify to the other) and will be deemed sufficiently given:

26.1 in the case of hand delivery, on the date of delivery; or

26.2 in the case of prepaid post, 2 business days after being sent by prepaid post; or

26.3 in the case of facsimile, on receipt by the sender of a successful transmission answerback; or

26.4 in the case of electronic mail, on day of transmission provided that the sender can give evidence of transmission and the intended recipient does not give evidence of non-receipt.

27. Waiver

27.1 The failure by one party to insist upon strict performance by the other party of any of the terms of this Agreement will not be deemed a waiver of any term or of a breach by the other party of any term of this Agreement.

27.2 A waiver of any term of this Agreement by a party must be in writing executed by that party or one of its duly authorised officers or lawyers.

28. Severability

Every provision of this Agreement will be deemed severable as far as possible from the other provisions of this Agreement. If any provision is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from this Agreement. This Agreement with the offending provision severed and omitted and with any consequential amendment if necessary will otherwise remain in full force.

29. Special conditions

The Special Conditions (if any) set out in the Schedule form an operative part of this Agreement.

30. Costs

The parties will pay their own costs of the negotiation, preparation and execution of this Agreement. Any stamp duty, tax or other impost payable in respect of this Agreement will be borne by the Contractor. A party that breaches this Agreement will pay all costs, damages or losses incurred by the other party in consequence of that breach (but without limit to any other rights or remedies which the party not in breach may have as a result of that breach).

31. Counterparts

This Agreement may be signed in any number of counterparts (whether in original, scanned, electronic or facsimile form) and all those counterparts together make one instrument.

SIGNED by the parties as an agreement.

EXECUTED by COFFEY INTERNATIONAL)
DEVELOPMENT PTY LTD by its duly authorised)
representative:)
Signature

.....Witness

.....
Witness Full Name

SIGNED for and on behalf of THE CONTRACTOR in)
the presence of:)
.....)
Signature)

.....
Witness

.....
Witness Full Name

ANNEXURE A – THE SCHEDULE

CONTRACTOR: COFFEY WILL INSERT THE NAME OF THE CONTRACTOR

PROJECT (Recital B): Australia Awards Indonesia

Alumni Professional Development Program – Education and Research Capacity Building

CONTRACTOR'S EXPERTISE (Recital C)

Design and delivery of mentoring program

COMMENCEMENT DATE (clause 2.11) COFFEY WILL INSER THE DATE, or when the Contract is signed by the Contractor, whichever is the latter

END DATE (clause 2.12)

COFFEY WILL INSER THE DATE with an option, exercisable at the sole discretion of Coffey International Development, for a further 12 month extension

HEAD CONTRACT (clause 2.14)

Australia Awards Indonesia DFAT Contract 69514

LOCATION (clause 2.16)

Indonesia: Jakarta and Makassar

QUALIFIED PERSON (clause 2.18)

[Key personnel to oversee management of delivery as well as deliver each component of the program]

Role	Person	No of Days
	COFFEY WILL INSERT	COFFEY WILL INSERT

CONTACT DETAILS

[Contractor representative's contact details]

COFFEY WILL INSERT CONTRACTOR REPRESENTATIVE'S CONTACT DETAILS

Phone: +61

Fax: +61

Email:

SERVICES (clause 2.21)

See Annexure B – Terms of Reference

SERVICE FEES (clause 5.1)

The total amount payable for the delivery and management of the program shall not exceed the sum of up to AUD COFFEY WILL INSERT excluding GST. Coffey International Development shall not be liable for any costs or expenditure incurred by the Contractor in excess of this amount, unless previously approved by Coffey International Development via a contract variation.

Payment streams

For the performance of the Services, Coffey International Development shall pay the Contractor as follows:

- I. Fixed Management Fee (including "other fees") of AUD **COFFEY WILL INSERT** excluding GST as detailed in the Budget attached as Annexure C to this Agreement
- II. Fixed Key Personnel Costs of AUD **COFFEY WILL INSERT** excluding GST as detailed in the Budget attached as Annexure C to this Agreement
- III. Reimbursable Costs up to **COFFEY WILL INSERT** excluding GST as detailed in the Budget attached as Annexure C to this Agreement

Paid as Milestone Payments as set out below.

Milestone Payments

Coffey International Development shall pay the Contractor the Service Fee in instalments known as Milestone Payments.

Where a Milestone Payment is to follow acceptance of a report, Coffey 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 Coffey 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 Coffey International Development of the milestones being completed to its satisfaction as summarised below:

Milestone Payments	Amount (Excluding GST)	Required Deliverables	Anticipated Timing
Milestone Payment One	AUD COFFEY WILL INSERT comprising Fixed Key Personnel Costs (not including Management Fee) as per the approved Program Budget	Deliver three day inception workshops in Jakarta and Makassar to Coffey's satisfaction	Submit invoice: COFFEY WILL INSERT Pay invoice within 30 days of invoice approval
Milestone Payment Two	Maximum of AUD COFFEY WILL INSERT for Milestone Payments Two and Three based on actual Reimbursable Costs incurred to date (as per the approved	Deliver three day advanced workshops in Jakarta and Makassar to Coffey's satisfaction	Submit invoice: COFFEY WILL INSERT Pay invoice within 30 days of invoice approval

	Program Budget)		
Milestone Payment Three	Maximum of AUD COFFEY WILL INSERT for Milestone Payments Two and Three based on actual Reimbursable Costs incurred to date (as per the approved Program Budget)	Deliver two day international conference in Jakarta to Coffey's satisfaction	Submit invoice: COFFEY WILL INSERT Pay invoice within 30 days of invoice approval
Milestone Payment Four	AUD COFFEY WILL INSERT based on the budgeted Fixed Management Fee	Completion of 12 month (TBC) mentoring program to Coffey's satisfaction	Submit invoice: End of 2017 (TBC) Pay invoice within 30 days of invoice approval

Claims for payment

The Contractor's 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:

Colin Fuller
Senior Project Manager
Coffey International Development
47 Doggett Street
Newstead QLD 4006
Email: colin.fuller@coffey.com

Coffey need not pay an amount that is disputed in good faith by Coffey until the dispute is resolved.

TRAVELLING AND ACCOMMODATION EXPENSES (clause 6.1)

Insurance

Travel/personal accident and medical insurance (including evacuation) will be the responsibility of the Contractor for the periods engaged in the program.

BENEFITS (clause 6.2)

Not applicable

WORKING HOURS (clause 7.3)

Not applicable

ANNEXURE B – TERMS OF REFERENCE (clause 4.4, 5.3 and 7.10)

Undertake the following services in accordance with the Timetable below.

The Contractor will:

Mentoring Program

In consultation with DFAT and AAI, design, develop and deliver a mentoring program for approximately 200 participants to:

- Improved quality and quantity of research/academic publications and communications materials authored by Australian alumni; and
- Networks between and among alumni from industry, government, research institutions and academia are increased and enhanced.

Develop mentoring guidelines which outline:

- Mentoring strategies in line with internationally recognised good practice;
- The mechanism for selecting mentors and mentees, including a 'pairing' methodology, considering there will likely be a mentor/mentee ratio of 1 to 1 or 1 to 2 (depending on number of eligible applicants and mentors' preference);
- The methodology for matching mentors and mentees;
- The timeline, including frequency and duration of the mentor/mentee relationship and meetings/engagements;
- Ongoing support types/arrangements for mentors and mentees, including use of technology to facilitate communications between mentors and mentees, given their geographic dispersion;
- Description/guidance on the mentoring content contained in the program which will reflect the needs and goals of the Alumni Professional Development Program;
- How assessment and mentoring evaluation will be conducted;
- The approach to achieve the required sustainability; and
- Estimate of resources.

Work cooperatively with DFAT and AAI to clarify and discuss the mentoring and participant requirements, finalise delivery dates.

Develop a mentoring module to guide and optimise participants' learning. This material will be provided to selected participants, i.e. mentors and mentees.

Recruit and select mentors and mentees, in consultation with DFAT and AAI.

Monitor the implementation of the mentoring program.

Advise AAI immediately if a mentor or alumni ceases to attend program activities wholly or on a regular basis.

Provide participants with a Certificate of Attainment upon successful completion of the mentoring program, using the approved DFAT/AAI certificate format; and

Propose for DFAT/AAI approval an approach whereby the mentoring program can be continued using other resources post the contract period.

Workshop Series

Work cooperatively with DFAT and AAI to discuss and identify workshop contents and learning objectives of the inception workshop and finalise delivery dates and make all prior arrangements for venues, logistics, domestic travel, etc.

Identify suitable experts to ensure varied and contextualised learning.

Manage delivery of the agreed workshops program including supervision of support, maintaining flexibility of arrangements and adjusting content as new needs and issues emerge.

Actively and continuously facilitate participants learning through interactive sessions, discussions, small group sessions and the application of adult learning principles.

Prepare workshops materials and if required, conduct pre- and post- tests (this will be negotiated with the successful Tenderer).

Provide adequate administrative support, including accommodation and catering during workshops hours for all participants.

Prepare an activity report on the inception workshops. This report is intended to stimulate innovation toward outcome improvement and be better positioned to detect program effects in a timely fashion and to identify lessons learned to enhance the delivery/ implementation of the next (advanced) workshops.

Prepare a mid-term report on the ongoing mentoring program and workshop series to assess the implementation and results of the mentoring program and workshop series to determine the relevance and fulfilment of objectives, efficiency, innovation, effectiveness, outcomes and sustainability.

Inception Workshop

Deliver a three day inception workshop for approximately 200 mentoring program participants in Jakarta and Makassar with the objectives of enhancing alumni writing skills for academic publications and public media and building their confidence in presenting their research papers at an international conference.

The first day of the workshop will focus on a planning exercise where participants (mentors and alumni) discuss goal setting, expectations of the relationships (mentor and alumni) and initial draft/planned research papers for the international conference. Mentors will also have the opportunity to learn and practice their mentoring techniques and skills.

The second and third day of the workshop will revolve around research and academic/professional paper writing techniques, including 'getting published', presentation skills and how to 'sell' the core point of academic papers and avoid 'death by PowerPoint', expectations of a peer reviewer and the roles and responsibilities of a peer reviewer.

Advanced Workshop

Deliver a three day advanced workshop for approximately 200 mentoring program participants plus an additional 50 alumni in Jakarta and Makassar who are not part of the mentoring program with the objectives of enhancing alumni writing skills for academic publications and public media and building their confidence in presenting their research papers at an international conference.

On the first and second day of the workshop, the mentoring participants will focus on further planning, research, preparation and refining their conference papers as well as learning how to conduct research to influence policy.

The third day of the workshop will focus on how to write and publish articles in popular media and how to improve networking skills, including the use of social media for effective networking and establishing and maintaining linkages with relevant alumni and institutions. This session will also be open to alumni who are interested in learning about journalistic writing but are not part of the mentoring program.

International Conference

Organise a two day conference for approximately 350 participants in Jakarta in close consultation with DFAT and AAI to showcase the quality research undertaken by select alumni with the objective of enhancing their professional profiles.

Establish a theme for the conference during the first month of the contract through arranging the necessary meetings with DFAT (via AAI) and proposing possible topics for consideration along with supporting information. A key requirement is that the theme of the conference not be similar to other conferences recently held in Indonesia. While the general theme may address the education sector, an innovative topic that delivers information to facilitate change and advances to the Indonesian Education Sector is imperative.

Propose an appropriate selection process for conference presenters to DFAT (via AAI) for consideration with members of the Education Champions Circle of Influence steering committee.

In consultation with DFAT/AAI, identify and invite top Australian and Indonesian presenters, decision and policy makers, non-governmental organisations, academics and industry practitioners as well as research funding and commissioning agencies to present at the conference to boost its international and domestic profile.

In consultation with DFAT and the steering committee, develop a conference program and format designed to encourage a wide range of contributions and the active involvement of a wide range of participants.

Deliver a rehearsal session focusing on public speaking before the opening of the conference to prepare selected alumni to present at the conference.

Design and Deliver parallel or breakout sessions in the conference where smaller groups of attendees can discuss specific topics from the broader theme of the main conference.

Develop a media program to ensure the conference receives good quality media publicity both before and after the event.

Publish the proceedings of the conference including an overview chapter that gives a synopsis of the papers delivered and provides a consolidated summary on how the various conclusions made by authors contribute to the end target of improving Indonesia's Education Sector. This summary could be considered as offering draft policy options to the Government of Indonesia for its consideration.

Manage all aspects of the logistics, program details, conference administration and delivery.

Prepare and submit a status report on international conference preparation to AAI/DFAT.

Logistics

For all activities in Jakarta and Makassar, the successful tenderer will arrange:

- Per diems to cover living expenses while attending the workshops and international conference;
- Arrange for the translation and provision of multiple copies of all relevant documentation and provide interpretation services to ensure effective dialog and understanding by participants as required and agreed by Coffey;
- Accommodation and catering during the workshops and international conference;
- Reimbursable domestic return flights and local transportation to and from the airport for mentors who want to attend the workshops and international conference;
- For official international and national speakers and presenters in the international conference, their international and domestic return flights, local transportation to and from the airport, per diems and accommodation shall be met by the Tenderer in accordance with AAI standard rate. These will be covered by DFAT/AAI and Tenderer should include them as a reimbursable cost; and
- Note that for mentees, travel and accommodation costs for the workshops and international conference are self-funded.

Develop a budget for the program and supply this in Excel format for approval by Coffey.

Employ and manage key personnel required to perform contract services, including those nominated in Annexure A.

Advise AAI immediately if a mentor or alumni ceases to attend program activities wholly or on a regular basis.

Employ and manage key personnel required to perform contract services, including those nominated.

Apply AAI's Monitoring and Evaluation (M&E) Framework tailored to the program and ensure supporting documents for the reported progress and results are available for audit/quality check by AAI.

Cooperate with AAI and DFAT 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 program to provide Coffey with access to participants for monitoring and review purposes.

Provide table of contents of each report type for DFAT/AAI approval.

Produce and submit a final completion report on the APDP program (maximum 15 pages) within six weeks of APDP activities completion.

Prepare a financial report, detailing actual expenditure incurred. In the case of reimbursable costs, documentary evidence of payments may be requested by Coffey;

Not issue or release any media statements, photographs, articles, newsletter items or website content without the express written permission of Coffey for each instance. This includes not assisting any media representative to interview any of the mentoring, workshop and conference participants or to publish an account relating to the activities or any of the participants. All photographs and videos taken by the Contractor during the APDP will be deemed to be the intellectual property of AAI and may not be used without written permission of the Coffey Project Manager. Notwithstanding these constraints, positive media promotion is encouraged.

Prepare a financial report, detailing actual expenditure incurred. In the case of reimbursable costs, documentary evidence of payments may be requested by Coffey.

Comply with the provision and rates as set out in DFAT's Adviser Remuneration Framework (ARF) issued in January 2016.

Comply with the provisions of Coffey's Child Protection Policy.

Timeline (indicative)	Action	Note
Oct 2016	RFT Issued	
Oct 2016	Question Period Closed	
Nov 2016	Tender Due	
Dec 2016	Results Announced	
Jan 2017	Contract Signed	
Jan 2017	Mobilisation <i>Note: Tenderer is advised to mobilise their team within 7 calendar days of contract signature</i>	Contractor/DFAT/AAI briefing in Jkt; Contractor finalised APDP design, incl. mentoring guidelines and sustainability plans, workshops and international conference plan, budget and program as well as monitoring framework for the APDP.
Mid Feb 2017	APDP plan (mentoring, workshop series, international conference) presented and submitted to AAI/DFAT	
End Feb 2017	International conference plan, incl. themes, speakers, program and media strategy approved by AAI/DFAT	
Mar 2017	Mentoring modules and workshops curriculum presented and submitted; mentors and mentees recruited	
Apr 2017	Three-day inception workshops for approximately 200 mentoring program participants in Jakarta and Makassar delivered according to the approved plan, budget and program.	
Jun 2017	Activity report on inception workshops submitted to	This report is intended to stimulate innovation toward outcome improvement and be better

	AAI/DFAT	positioned to detect program effects in a timely fashion and to identify lessons learned to enhance the delivery/ implementation of the next (advanced) workshops.
Jul 2017	Three-day advanced workshops for approximately 200 mentoring program participants plus an additional 50 alumni in Jakarta and Makassar delivered according to the approved plan, budget and program.	
Aug 2017	Mid-term report on the ongoing mentoring program and workshop series submitted to AAI/DFAT	This report is intended to assess the implementation and results of the mentoring program and workshop series to determine the relevance and fulfilment of objectives, efficiency, innovation, effectiveness, outcomes and sustainability.
Aug 2017	Status Report on International Conference preparation submitted to AAI/DFAT	
End 2017	Two-day international conference for approximately 350 participants in Jakarta delivered according to the approved plan, budget and program.	
End 2017	Conference Proceedings submitted to AAI/DFAT	A draft and a final conference proceedings submitted by contractor in two weeks apart
Early 2018	Conference papers submitted to international and national publications/media for publication (includes online media sites)	
Early 2018	Contract option exercised and contract variation issued	Evaluation of contract delivery, sustainability outcomes and exercise of contract option by DFAT/AAI
Early 2018	Final completion report submitted to AAI/DFAT	

ANNEXURE C – BUDGET

Australia Awards Indonesia
Alumni Professional Development Program – Education and Research Capacity Building

Contractor:
COFFEY WILL INSERT THE FINANCIALS BELOW BASED ON THE BUDGET NEGOTIATED WITH THE CONTRACTOR

Item	Units	No	Cost (AUD)	Total (AUD)
PART A: NON-REIMBURSABLE (FIXED) COSTS				
A1 Key personnel costs for design and delivery of APDP				
Mentoring, Workshops and international conference design (including preparation & materials development)				
Team Leader/Designer ARF - design	person days			
Co-Team Leader/Designer ARF – design (if required)	person days			
APDP delivery (including management, administration and reporting duties)				
Team Leader/Designer ARF (including travel time to Indonesia)	Person days			
Co-Team Leader ARF (if required)	Person days			
Alumni Engagement Coordinator	Person days			
Administrative Coordinator	Person days			
Subject matter experts	Person days			
International speaker fees	Person days			
Sub-total A1				
A2 Fees to be charged by contracted company/institution				
Profits, including commercial margins and mark-up for personnel and program management	Fee \$			
Insurance costs as required by this contract (see clause 13)	Fee \$			
Any other financial or administrative fees justified as required to perform the service in accordance with this contract. Please specify the costs here:	Fee \$			
Sub-total A2				
Total fixed costs payable to Contractor				
PART B: REIMBURSABLE EXPENSES INCURRED BY CONTRACTOR				

B1 Non-key personnel costs for delivery of program				
Interpreter (if required)	person days			
Sub-total B1				
B2 Program delivery costs				
Venue hire workshops				
Venue hire international conference				
Hire of equipment (laptops, presentation equipment etc, if required)				
Orientation material printing and publication				
Provision of meals during workshops				
Provision of meals during international conference				
Stationary and workshops and international conference materials				
Communications				
Translation of presentations and other workshops and conference materials				
Workshop participants' accommodation during the workshops				
Conference participants' accommodation during the conference				
Mentor participants' and speakers' domestic flights for the workshops				
Mentor participants' and speakers' domestic flights for the conference				
Workshop participants' per diems in Indonesia				
Conference participants' per diems in Indonesia				
International speakers airfares				
International speakers airport transfers				
International speakers accommodation				
International speakers per diems				
Staff airfares				
Staff airport transfers				
Staff accommodation in Indonesia				
In-country travel				
Staff insurance in Indonesia				
Staff per diems in Indonesia				
Sub-total B2				
Total Reimbursables - Contractor				
TOTAL			AUD	
GST			AUD	
TOTAL PAYABLE TO CONTRACTOR (INCLUDING GST)			AUD	

Assumptions:

No of mentoring participants (mentees and mentors)	
No of days participants are in Jakarta or Makassar	
No of days on workshops	
No of days on international conference	

ANNEXURE D – CODE OF CONDUCT (clause 7.15)

Coffey international development: CODE OF CONDUCT

PURPOSE

The purpose of a Code of Conduct is to provide a framework for decisions and actions in relation to conduct in employment. 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 expected from Employees.

SCOPE

This policy applies to all Employees of Coffey 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 Coffey company, or in connection with a Coffey Group Company provided benefit. This includes, but is not limited to, Employees who are:

- (a) on Company Premises;
- (b) while on duty in any place where Employees of any Coffey company are working;
- (c) representing a Coffey company;
- (d) at a work function organised by a Coffey company; or
- (e) travelling for business related purposes.

REFERENCES

Nil

DEFINITIONS

“Company Premises”	means any place or thing used by any Coffey company in the course of conducting its business (whether or not owned by or within the exclusive control of a Coffey company) including, but not limited to: <ul style="list-style-type: none">(a) vehicles;(b) offices;(c) car parks;(d) client worksites;(e) demountables;(f) workshops;(g) warehouses; and(h) kitchens.
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“Employees” means Employees as well as other non-Employees (such as independent and sub-contractors) who perform work for a Coffey 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;
- The effective implementation, promotion and support of the Code of Conduct in their areas of responsibility.
- Ensuring Employees under their control understand and follow the provisions outlined in the Code of Conduct.

Employees

All Employees are responsible for:

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

PROCEDURES

Overview

Coffey International 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 Coffey.

Coffey 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 Coffey 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:

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.

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.

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; and
- 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 Managing Director and CEO; or
- giving evidence in court; or
- 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 Coffey 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.

Coffey 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 Coffey'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/s they supervise are informed of these principles and are made aware of the Grievance Handling procedures.

In addition, Coffey 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, 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 Coffey.

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 Coffey 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 may result in disciplinary and/or criminal action.

Corrupt Conduct

Commonly corrupt conduct 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 Coffey. If they do there is a conflict of interest and their integrity and that of Coffey 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.

Breaches of the Code of Conduct

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

Breaches of this Code of Conduct may lead to disciplinary action. The process for disciplinary action is outlined in Coffey policies and guidelines, relevant industrial awards and agreements.

I _____ acknowledge that I have read and understood the above Code of Conduct and will comply with its contents

Name: _____

Position/PROJECT _____

Signed: _____

Manager, Coffey International Development Pty Ltd

Acknowledged: _____

Name: _____