

REQUEST FOR TENDER – AM 3690

**Tender Name: Integrated Criminal Justice
System for Access to Justice**

Short Term Award

for

Australia Awards in Indonesia

May 2019



When you
think with a
global mind
problems
get smaller

Introduction

1. Invitation to Tender

Coffey, the Managing Contractor for the Australia Awards in Indonesia (AAI) is seeking tenders for the design and delivery of **Integrated Criminal Justice System for Access to Justice** Short Term Award. Tenders are sought in accordance with the *AAI Short Term Award Guidelines*¹ and as per the details more fully described in this Request for Tender (RFT) documentation.

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

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

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

2. Timetable

A timetable for the tender process is outlined below:

Activity	Date
Request for tender released	Friday 31 May 2019
Closing date for Registration of Intent to submit a tender	Friday 14 June 2019
Closing date for queries	Friday 21 June 2019
Closing date for tenders	Monday 1 July 2019

3. Background

The goals and purpose of Australia Awards Indonesia are underpinned by 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 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

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

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 in Indonesia

“Short Term Award” means the course to be delivered in Australia under the Department of Foreign Affairs – Australian Aid Short Term Awards;

“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 18 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 Short Term Awards.

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 Short Term Awards.

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 Short Term Awards Adviser, will assess each submission using the criteria as set out in this RFT (e.g. *Capacity and training experience, Response to course specification and Core Personnel*). The Technical Proposal of each submission 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 course design cost, Core personnel course delivery cost, Fixed Management Fee*). The Financial Proposal is 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.

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 Short Term Awards.

17. 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.

18. Addenda

Interested parties are required to register their intention to submit a Tender no later than the time indicated in Part B.

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 and the AAI Short Term Awards Guidelines. Parties who have not registered their intention to submit a Tender by this time and date will not automatically receive Addenda to the RFT issued but can access them from the Coffey and Australian Tenders websites. Registrations of an intention to submit a Tender should be emailed to Tendersubmissions@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 or preclude any interested party from tendering.

19. 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	Friday 31 May 2019
1.2 Closing date for confirmation of intent to submit Tender	3.00pm South Australian Time Friday 14 June 2019
1.3 Closing date for questions on the RFT	3.00pm South Australian Time Friday 21 June 2019 <i>Note: All queries pertaining to the RFT must be sent to: Tendersubmissions@Coffey.com before this closing time.</i>
1.4 Closing date for submission of Tender	3.00pm local time in Adelaide Monday 1 July 2019 <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 Tendersubmissions@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. These proposals are to be separate documents
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 Course Program, maximum of four (4) pages. Annex 4 – Statutory Declaration (use the template provided)
1.8 Other Tender Requirements	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 Education Support Act, 2003</i> Table A, B and C.

	• 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	15 July 2019 (this may change at Coffey's discretion)
1.10 Expected mobilisation date for course delivery	• Pre-course workshop in Indonesia: 1–3 October 2019 • Short course in Australia: 11–22 November 2019 (arrival on 9 November, departure on 24 November) • Post-course workshop in Indonesia: 18–20 February 2020

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 separate PDF attachment.

3. Tender Contents

TECHNICAL PROPOSAL (one separate PDF file)

The tenderer is to complete the *AAI Tender Technical Proposal Template (MS Word document provided to tenderers together with the RFT document)*, which includes:

- **Tender submission form**
- **Response to the Selection Criteria**

The Technical Proposal must substantively and individually address the selection criteria 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 – Organisation's Experience
- Annexure 2 – Curricula Vitae
- Annexure 3 – Draft Course Program
- Annexure 4 – Statutory Declaration

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.

Tenderers are to complete the AAI Tender Financial Proposal Schedule 1-4 MS Excel spreadsheet, which includes:

Schedule 1: Personnel Course Design Cost

Schedule 2: Key Personnel Course 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: Tendersubmissions@Coffey.com.

The subject line of the email tender submission should include the course title and Tender number.

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	Australia Awards Indonesia (AAI) – Short Term Awards
1.3	Short Term Award title	Integrated Criminal Justice System for Access to Justice
1.4	Course duration and proposed delivery dates	This course consists of the following inputs: • Pre-course workshop in Indonesia: 1–3 October 2019 • Short course in Australia: 11–22 November 2019 (arrival on 9 November, departure on 24 November) • Post-course workshop in Indonesia: 18–20 February 2020
1.5	Number of participants	25 participants
1.6	Course provider conditions for participation	The lead Tenderer must be a Registered Training Organisation (RTO) in Australia or an Australian tertiary institution as defined in the <i>Higher Education Support Act, 2003</i> Table A, B and C.

2. Contract Details

2.1	Delivery	Tasks must be performed by a qualified and competent team in Australia and Indonesia: including the 2-week course in Australia and the pre-course and post-course workshops in Indonesia.
2.2	Contract Type	Service agreement to be negotiated between Coffey and the lead Tenderer. The Service agreement will include all activities detailed in Section 6 with the exception of post-course outcome level M&E activities (Section 6.6) in line with the head contract end date.
2.3	Basis of Payment	• Fixed management fee • Core personnel course design fee • Core personnel delivery fee and • Reimbursable expenses (e.g. actual costs incurred in delivery of the course 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	The Australia Awards are prestigious international Scholarships and Short Term Awards funded by the Australian Government. They offer the next generation of global leaders an opportunity to undertake study, research and professional development in Australia. Short Term Awards are a key component of the Australia Awards Indonesia program.
3.2	Goals & Purpose	The goals and purpose of Australia Awards Indonesia are underpinned by 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 • The positive perceptions that Alumni have of Australia and Australians
3.3	Outputs	All courses delivered under AAI are required to provide assessment against the following outputs: • Course meets awardee learning and development needs • Course results in new learning, networking opportunities with Australians and exposure to Australian organisations

4. Course details

4.1	Background	The Government of Indonesia has identified the development of an Integrated Criminal Justice System (ICJS) as a policy direction based on recommendations by the Police, Attorney-General's office, Supreme Court and the Corruption Eradication Commission². Lack of inter-agency integration was identified as the root cause leading to corruption and problems with the enforcement of the criminal law. This lack of integration is complex mainly because of: (a) <i>substance</i>: too many inconsistent regulations in the criminal justice system; (b) <i>institution</i>: lack of synchronization between institutions (overlapping responsibilities, lack of coordination in case handling, conflict of authority and differing views regarding the coordinating agency); (c) <i>mechanism</i>: lack of a centralized system resulting in scattered criminal data and file cases that may be detrimental to the defendant. Based on the above issues, Indonesia needs a policy to overcome the lack of integration in the criminal justice process through an improvement strategy to respond to those three key areas and to the need for support to facilities and infrastructure, optimisation of law enforcement operational costs and internal and external controls. The Indonesian 2015-2019 Mid-Term National Development Plan (RPJMN) mandates the creation of an ICJS. The ICJS's dashboard was launched in January 30th 2019. On 13 February 2017 the Coordinating Ministry of Political, Legal and
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² Background Study RPJMN 2015-2019 concerning national legal development

		Security Affairs hosted the signing of MOUs between several government ministries and agencies including the Indonesian National Police (POLRI) and the Attorney General Office (Kejagung) to develop an integrated online system Sistem Penanganan Perkara Terpadu berbasis Teknologi Informasi (SPPT-TI).³ SPPT-TI⁴ allows the public to access information online about the progress of case management, starting from investigation by the police to the handing over of the case dossier to the District Attorney. Bappenas is involved in the planning and piloting of the SPPT-TI. There is a 2016-2019 roadmap for the SPPT-TI development. The SPPT-TI was introduced in Jakarta, West Java, East Java, North Sumatera, and South Sulawesi in 2017.⁵ In 2019, there is expansion of 103 working units (Satker) in 13 provinces. Furthermore, in 2020 these will be expanded to 214 working units. This target aligns with Corruption Prevention Action Plan 2019-2020 as part of the National Strategy of Corruption Prevention's implementation. More recent development of the SPPT-TI shows that each agency involved has been trialing the system internally through their existing systems.
4.2	Objectives and outcomes	This short course allows the Indonesian and Australian government officials to benchmark integrated criminal justice systems, their development, implementation and use and to discuss related strategies, regulations and policies and the coordination of case handling, cost optimisation, support facilities and controls. An important aspect of the course will be to provide relevant practical examples of the use of the Australian integrated system in practice. The course is targeted to participants from Indonesian institutions that manage and collaborate on criminal justice system development and implementation including Ministry of National Development Planning (Bappenas), Coordinating Ministry of Political, Legal and Security Affairs, Attorney-General's Office, Ministry of Communication and Information Technology, Ministry of Law and Human Rights, DG Corrections, National Police, Prosecutors, Indonesia's Supreme Court, Cyber and National Encryption (BSSN), and relevant civil society organisations.
4.3	Course topic areas/learning objectives	The following learning objectives have been identified in consultation with the Australian Embassy in Jakarta and the participating agencies: • Benchmark the Australian integrated criminal justice system, its development, implementation and use, especially its integrated information system • Understand Australian judicial systems and processes – police, justice system (incl. AGD) and corrections and understand inter-agency coordination and related policies • Understand ICJS-related strategies, regulations, policies and challenges • Benchmark ICJS-related support to facilities and infrastructure, including integrated IT systems and implementation

³ <https://nasional.tempo.co/read/846014/sistem-penanganan-perkara-online-kapolri-sebut-kelebihannya/full&view=ok>

⁴ In English: IT-Based Integrated Case Management System

⁵ <http://ditkumham.bappenas.go.id/berita/detail/sosialisasi-sppt-ti-makassar>

4.4	Course Assessment	• As part of the course, participants will plan and implement an Award Project. The topic of the project is approved by the supervisor. During the program there will be regular review and integration sessions to make sure that the content and processes of the program are meeting the learning needs and the development of the Project. • In the weeks following the course participants will formally report back on the progress of their Award Projects. Participants will also complete a reflective essay describing what has been achieved so far and any challenges faced. A post-course workshop will be held in Indonesia.
4.5	Participants	Participant profile: • Echelon 3 and 4 level staff with minimum four years' experience in a relevant role. Targeted agencies include: – Ministry of National Development Planning (Bappenas) – Coordinating Ministry of Political, Legal and Security Affairs – Attorney-General's Office – Ministry of Law and Human Rights – DG Corrections – National Police – Prosecutors – Indonesia's Supreme Court – Cyber and National Encryption (BSSN) – Ministry of Communication and Information Technology – Relevant civil society organisations • Diploma (D3) qualification or higher • Commitment to prepare and implement an Award Project as part of the course • Commitment to engage actively and foster networks with multiple stakeholders, including in Australia

	• Commitment to disseminate learning from the course with colleagues and peers • Applicants are expected to have professional working proficiency in English; however, the course provider may be required to arrange language assistance (not simultaneous or consecutive interpretation). The applicants' English language competency is part of the selection process. The assessment of language competency is based on a phone interview and any additional evidence provided by the applicant (proof of studies or living in an English-speaking country, working in an English-speaking environment, completion of studies in English, language courses or language tests). • Participants will be selected through a competitive process whereby applicants submit: – Responses to selection criteria (3-4 questions) – CV outlining their roles and responsibilities in the sector Women and people with a disability are strongly encouraged to apply. To be eligible, all participants must: • be a minimum of 18 years of age at the time of commencing the Short Term Award (STA); • not have Australian permanent residence status or be applying for permanent residency; • be a citizen of and residing in Indonesia; • not be current serving military personnel; • not be married or engaged to, or be a de facto of a person who holds, or is eligible to hold, Australian or New Zealand citizenship or permanent residency; • have been working in Indonesia and in an area relevant to the STA preceding the date of the proposed commencement of the STA; • be able to satisfy all requirements of the Department of Home Affairs for a visa; • be able to participate in the nominated STA activities at the time and for the duration proposed by Australia Awards; • be able to travel without family members as DFAT will only fund and provide visa support letters for individual participants, not their family members
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		The participants are selected through a competitive process; whereby there is a call for proposals, applicants submit a written proposal which is reviewed by a selection panel and the most suitable candidates are chosen.
4.6	Location	The course provider will be selected through an open tender process. The specific location(s) of the course delivery depends on the preferred tenderer's tender proposal. Usually, the majority of the training takes place in one location but may include visits to other locations for benchmarking and networking opportunities, meetings and site visits. Tenderers are asked to include in the course program meetings or visit to the Births, Deaths and Marriages registries among other relevant agencies. Indonesian government agencies are invited to deliver sessions at the pre and post-course workshops.
4.7	Teaching / learning approach	To achieve these outcomes, the proposed Short Term Award offers a structured learning process for participants that will utilise a range of learning methodologies: classroom sessions, case studies, site visits, discussion and planning sessions, simulations and role plays, and networking events. It is expected that there is a significant program of networking activities. The Award Project model is used across all Australia Awards Indonesia Short Term Awards (participants develop a project, conduct required analyses, present the project at pre-course workshop, further develop the project during the course and present the implemented project at the post-course workshop). If required, all material will be made available in Bahasa Indonesia. If required, consecutive (simultaneous preferably if available) interpretation is provided/arranged by the course provider throughout the award to support the participants. The need for translation and interpretation will be determined after the participant selection has been finalised; however, the objective is to have an English-speaking cohort.
4.8	Certification	The course provider will award the participants with a Certificate of Completion or Certificate of Attainment (developed by Australia Awards team) which will be distributed to the participants at the post-course workshop.

5. Financial details

5.1	Funding of courses	The preferred tenderer is to submit a <i>Course Budget</i> using a template provided by AAI. The <i>Course Budget</i> will be prepared in conjunction with Coffey during contract negotiations. <u>Important note:</u> 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. <u>Tenderers are not to include any of the reimbursable costs as part of their financial proposal.</u> Reimbursable budget will be negotiated with the preferred tenderer and will be included in the initial sub-contractor agreement.
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 courses are developed in conjunction with Coffey using the standard costing template (Course 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 courses. 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 course, core personnel course design cost, core personnel course delivery cost).

6. Services to be provided and specific tasks

6.1	Overview of tasks Course providers are responsible for: - Designing, delivering, monitoring, evaluating and reporting on the course for 25 selected Indonesian nationals. - All aspects of the activity from course design through to recipients' course completion. Responsibility resides with the course provider from the time of the group arrival at the international airport in Australia to their departure from Australia. It includes: arranging and supervising accommodation; organising and procuring participant health insurance; briefing the participants on arrival; provision of required course material and info packs; payment of allowances; domestic transport; other logistics; welfare and recreation activities; organising and managing interpreting and translation services as required; course venues and site visits; excursions and practical activities; contracting of experts and guest lecturers; and the identification of site visit hosts. The provider is also responsible for the delivery of the pre- and post-course workshops in Indonesia. Coffey is responsible for: - Liaison with the agencies to complete the selection of participants and identify the detailed learning objectives; pre-departure arrangements and briefings in Indonesia; administrative arrangements (venue, participant travel and accommodation bookings) for the workshops in Indonesia; the preparation and payment of participants' international travel; and the arrangement of Australian visas for the participants. The various component tasks associated with the course providers responsibilities are set out in the following sections. Coffey has developed <i>AAI Short Term Award Guidelines</i> that assist with many of these responsibilities including any set required service levels. These Guidelines will be provided to Tenderers who register their intent to submit a tender.
6.2	Pre-course preparation The contracted course provider will: Work cooperatively with the AAI Short Term Awards Adviser to clarify and discuss the course and participant requirements, finalise delivery dates and make all prior arrangements for venues, logistics, domestic travel, etc.;

	• Employ a Course Designer (this can be allocated to the Course Leader or these two roles can be separate, please indicate this preference in the tender proposal) to lead the design of a flexible and experiential program (including teaching, learning and site visits) that responds to the course details included in Section 4 of the Scope of Services. This includes development of the <i>Course Budget</i> and <i>Final Course Program</i>; • Develop a budget for the course using the <i>Course Budget</i> template and supply this in MS Excel format for approval by Coffey; • Design the 3-day pre and 3-day post-course workshops in Indonesia and the 2-week course in Australia and include the nomination of core team members with the requisite skills and experience. Tenderers may outline their preferred approach to the pre and post-course workshops as part of their technical proposal. When determining this approach, tenderers should consider the potentially limited English language ability of awardees, as well as the need to ensure local contextualisation and continuity between in-Australia and in-Indonesia activities; • Identify and sub-contract suitable experts, guest lecturers, interpreters, site visit organisations, etc. to ensure a varied and contextualised learning experience; • Prepare course materials; • If required, conduct pre- and post-course tests (this will be negotiated with the successful Tenderer); • Consult with participants at the pre-course workshop to identify current participant expertise to determine the entry point for the course design; • If requested, conduct a participant English language competence assessment to determine the level of interpreting and translation required for course participants (this will be negotiated with the successful Tenderer); • Develop specific pre-departure briefing material on the course and location. This material will be emailed to participants in advance; • Develop a short orientation program and welcome packs (maps, SIM cards etc.) for the participants on arrival; • Arrange for the provision (and translation as required and within the agreed budget) of multiple copies of all relevant documentation including, any copies of PowerPoint presentations, notes and session summaries utilised by presenters. Coffey is to be provided with copies of all documents issued or presented to participants; • Have contingency plans in place to vary the program if required if mobilisation is delayed and also when participants arrive in Australia.
6.3	Delivery The contracted course provider will: • Employ a Course Leader to manage the delivery of the course and ensure the course is delivered according to contractual requirements and the Scope of Services; • Strategically manage components of the course through effective coordination with the AAI Short Term Awards Adviser; • Manage participants from pick up at the international airport in Australia until course completion. Providers will be responsible for managing participants 24 hours a day, 7 days a week and need to budget to allocate staff accordingly; • Meet the group on arrival at the nominated airport in Australia, and arrange transport to accommodation;

	• Provide an arrival orientation in Australia on the course and team, study and nearby facilities; anticipated course attendance/study behaviours, participant accommodation and local area and transport, Australian cultural norms, per diem amounts and payment arrangements, health insurance and medical care assistance, academic and welfare support mechanisms and; communications and IT; • Manage delivery of the agreed teaching and learning program including supervision of support and academic staff, maintaining flexibility of arrangements and adjusting content as new needs and issues emerge; • Actively and continuously facilitate participant learning through review sessions, discussions, small group sessions and the application of adult learning principles; • Deliver the workshops in Indonesia as identified above. Australia Awards team will make the logistical and administrative arrangements for the pre and post-course workshops. The provider will provide the trainer and develop the content and material as well as work with the Australia Awards team to identify potential site visits or additional speakers to invite; • Ensure recipients complete the required planning phase of the Award Project prior to return to Indonesia and that they implement their Award Project after they return back to work and get their supervisors' approval of the implementation of the Project by the completion of the post-course workshop in Indonesia; • Employ an Interpreter (details to be negotiated during contract negotiations) during the delivery of all course sessions delivered in English, as well as a back-up or relief Interpreter as required based on contract negotiations and participant requirements; • Translate learning resources as required and within budget; • Provide adequate administrative support and pastoral care including accommodation and catering during course hours for all participants.
6.4	Logistics For all activities in Australia and Indonesia, the course provider will arrange: • Per diems to cover living expenses while attending the course as per the <i>AAI Short Term Awards Guidelines</i>. • Travel and health insurance for the duration of the course in Australia • Accommodation during the course in Australia • Transportation to and from the airport, to and from meetings and site visits (excluding participant transportation to and from workshops in Indonesia)
6.5	Welfare support/pastoral care The course provider will: • Employ a, preferably female, Bahasa Indonesia-speaking Welfare Officer in Australia to monitor and provide general welfare and health support for Indonesia recipients including orientation and advice on issues encountered. The Welfare Officer is the key liaison between the group and course delivery team. It is recommended that the Welfare Officer be employed on a full-time basis for the duration of the course; • Provide support for participants who fall ill during the course and require medical treatment as per the <i>AAI Short Term Awards Guidelines</i>;

	• Provide advice to participants on administrative, logistical, health and welfare matters affecting them during their stay in Australia and, where necessary, arrange for professional counselling; • Work with participants to resolve any issues and problems as they arise, and advise Coffey of the issues and resolution strategies as a component of the final report; • Arrange for suitable social and recreational activities and excursions for the participants in Australia, within approved budget.
6.6	Monitoring and evaluation The course provider will implement Australia Awards Indonesia's Monitoring and Evaluation (M&E) Framework tailored to the course. The reporting and survey templates will be provided to the preferred tenderer. If feasible, the course provider is encouraged to conduct pre and post-course tests at course commencement and completion (if relevant to the topic). The pre and post-tests must be designed to measure changes in participant skills, knowledge and/or attitudes and the extent to which the course met its stated objectives (focusing on course content and competencies, rather than participant self-assessments). At the outcome level this includes post-course M&E activities to assess against the following: <i>Ongoing assessment</i> • Increased public visibility of the Australia Awards in Indonesia. Indicators to include personal, published or official references to the AAI program that imply positive recognition of Australian Government's efforts to support Indonesia's development in the sector <i>Award Project Implementation and Assessment</i> • Development of new policies and implementation of new practices. Indicators to include the number and type of Award Projects implemented and the level of implementation The course provider is required to fully cooperate with Australia Awards Indonesia staff involved in the review, monitoring or evaluation of the activity, including providing all M&E documents and results and allocating reasonable time within the course program to provide Coffey and/or delegated stakeholders with access to participants for monitoring and review purposes.
6.7	Reporting The course provider will: • Prepare a 2-pager to summarize the delivery of the program; including some highlights, networking opportunities, participants' testimonials. • Prepare a <u>Completion Report</u> on the training experience (<u>maximum 15 pages</u>) within four weeks of post-course completion. The report is to include an analysis of the participant satisfaction survey; pre and post test results; information on any issues that have arisen during the delivery of the training program and the strategies adopted in resolving them; and information and data that will assist Australia Awards in Indonesia and Coffey to improve sub-contracting, course specification and training support; analysis of the implementation of the Award Projects • Prepare a <u>Financial Report</u> detailing actual expenditure incurred following the completion of the course and the post-course. In the case of reimbursable costs, documentary evidence of payments made will be submitted to Coffey.

	As part of post-course M&E activity and subject to contracting, the course provider will conduct: • A pre- and post-course test (if relevant to the course topic) and a post-course survey (AAI template); • Monitoring and evaluation of the Award Project implementation
6.8	Other requirements The course provider will: • Advise Coffey immediately in any eventuality where the course provider becomes aware that a recipient ceases to attend training sessions, expresses an intention to not return home or shows signs of intending not return home. Where a participant ceases to attend training sessions, the course provider will undertake immediate measures to suspend payments or contributions for living expenses or allowances to the individuals concerned. • 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 participants or to publish an account relating to the course or any of the participants. All photographs taken by the course provider during the course will be deemed to be the intellectual property of Australia Awards and may not be used without written permission of the Coffey Project Manager. Notwithstanding these constraints, positive media promotion is encouraged. • Comply with the provisions and rates as set out in Australian Government's <i>Adviser Remuneration Framework</i> (please see <i>DFAT website</i>). • Comply with the provisions of Coffey's Child Protection Policy

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

The Tenderer must demonstrate:

- i. Capability and expertise in the technical components of the course as outlined in the Scope of Services.
- ii. Experience in the design and delivery of courses for international participants (preferably Indonesian students). Experience in the delivery of courses funded through Australian Government Short Term Awards should be highlighted where applicable.
- iii. Demonstrated experience hosting international students and providing administrative, logistical and welfare support services as outlined in the Scope of Services.
- iv. Capacity to ensure that gender equality is integrated appropriately throughout the design and delivery of the course content and practical activities.

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

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

- i. Design the course to enable the achievement of program outcomes as well as course objectives, including how gender equality will be integrated into course content and practical activities. Particular focus will be given to how the training provider will design and deliver the course topics as outlined in the Scope of Services. Consideration will be given to how this is addressed in the proposal and the course outline. (25% of overall technical assessment)
- ii. Design and deliver the course to ensure a balance is achieved between subject knowledge and expertise, and adult learning practices. It is expected that the two areas will be seamlessly integrated to achieve the course outputs
- iii. Design and deliver the post-course workshop in Indonesia. Detail resourcing arrangements to ensure local applicability and contextualisation, as well as continuity between in-Australia and in-Indonesia activities.
- iv. Effectively monitor and evaluate progress towards, and achievement of, individual participant learning outcomes, as well as the overall progress and success of the course against its outcomes and objectives.
- v. Address any identified key challenges in the design and delivery of the course.

(Total score for points ii – v is 15% of overall technical assessment)

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

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

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

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

The **Course Leader** is the technical expert who will lead the course full-time over the period that the participants are in Australia. The Course Leader is also expected to deliver the pre and post-course sessions in Indonesia. The Course Leader will provide the main technical, educational and academic input. He/she will conduct sessions, coordinate inputs from other expert presenters, and make final decisions about the program. He/she also has a major role in facilitating the learning of participants and reviewing progress of the group and individuals.

- ii. **Course Coordinator** - the key administrator who will make all the arrangements for the course (including domestic travel, accommodation and logistics, financial administration, reporting coordination). He/she will be with the group full-time during their time in Australia and will be responsible for the day-to-day management of the course. 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.
 - a. **Welfare Officer** – the person responsible for the welfare of the Indonesia course participants, who provides ongoing advice and welfare support for the participants while in Australia. The Welfare Officer has a role in liaising between the group and the delivery team, where issues or concerns arise. While employed by the course provider, the Welfare Officer has a major responsibility direct to the participants. The Welfare Officer must be a fluent speaker of Bahasa Indonesia and able to develop rapid rapport with the group. It is preferable that the Welfare Officer is female and of Indonesia background with relevant pastoral care experience.

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 number of design days	Proposed number of delivery days
Course Leader/ Course Designer	C4						
<i>Additional nominated positions (if applicable)</i>							
<i>Additional nominated positions (if applicable)</i>							
Course Coordinator	A2						
Welfare Officer	A1						

Certified CVs of not more than three pages are to be provided for the Course Leader/Course Designer, Course Coordinator and Welfare Officer. 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 Course Program

A brief description of possible program topics (no more than 4 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 Course Budget is negotiated with the preferred tenderer. The financial detail required for the financial proposal (i.e. price assessment) includes the tenderer's management fee and personnel costs as indicated in the AAI Tender Financial Proposal Schedule 1-4 MS Excel spreadsheet (provided to the Tenderers).

Please note - Reimbursable costs associated with the course delivery (i.e. Part B of the Course Budget, sample of the Course 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
Schedule 1: Core personnel course design cost Personnel costs for the design of the course, expressed as number of person days at a daily rate (i.e. cost of the Course Designer/s). The Tenderer needs to make an assessment of the number of person days required to design the course. This may be completed by one person or more. The work may be done part-time or full-time. Tenderers must provide details in Schedule 1: Fixed core personnel costs for design of course. Personnel costs must be aligned to the <i>DFAT Adviser Remuneration Framework</i> (please see <i>DFAT website</i>). Premium remuneration rates are not applicable to this tender. Individuals are not to be costed at the Maximum rates, unless previously approved by the Australian Government. Maximum rates are acceptable if the person meets the requirements regarding the number of years of relevant experience. For example, if the tenderer nominates an expert with at least 15 years of relevant work experience, C4 MRP rate of \$933 per day can be applied. The premium/maximum rate indicated in the ARF 'for advisers with an outstanding performance history or for scarce skills', i.e. C4 \$1,120 is not to be applied in the tender proposal. If there is an existing case of the tenderer applying the premium/maximum rates in a DFAT-funded contract, Australia Awards in Indonesia will seek DFAT's approval to apply these rates; however, this decision is made by DFAT as part of the contract negotiations with the preferred tenderer. Australia Awards in Indonesia cannot guarantee that the preferred tenderer can apply the premium/maximum rates above \$933 per day. The tenderers are therefore advised to apply max. \$933 rate in their financial proposals (if the person has minimum 15 years of relevant experience).
Schedule 2: Core personnel course delivery cost Core personnel costs for the delivery of the course, expressed as number of person days at a daily rate for each of the four 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 course.

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

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 Maximum rates, unless previously approved by the Australian Government. MRP rates are acceptable if the person meets the requirements regarding the number of years of relevant experience.

Schedule 3: Fixed management fee

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

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

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

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

- Schedule 1: Personnel Course Design Cost
- Schedule 2: Key Personnel Course 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 Conditions of Contract

COFFEY INTERNATIONAL DEVELOPMENT PTY LTD

(“COFFEY INTERNATIONAL DEVELOPMENT”)

- and –

XXXXX

GS – XXXX SERVICES AGREEMENT

for

**AUSTRALIA AWARDS SHORT COURSE
IN
XXXX**

SERVICES AGREEMENT

THIS AGREEMENT is made

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

AND **XXXXX**
ABN

RECITALS

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

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

THE PARTIES AGREE as follows:

RECITALS

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

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

DEFINITIONS

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

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

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

INTERPRETATION

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

TERM

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

SERVICES

- 4.1 The Service Provider must provide the Services described in the Schedule 2 in accordance with the terms and conditions of this Agreement.
- 4.2 The Service Provider must either complete the Services by the Completion Date or provide the services at all agreed times during the Term, as specified in the Services Agreement.
- 4.3 The Services must be performed:
 - a) with due skill, care and diligence;
 - b) to a professional standard and in a timely manner;
 - c) in the most cost-effective manner and using suitable materials; and
 - d) be complete and in accordance with the description in the Services Agreement.
- 4.4 Coffey may inspect the performance and outcome of the Services at any time.
- 4.5 Coffey may at any time give written notice to the Service Provider proposing a Variation ("Variation Proposal") to the scope of the Services ("Varied Services").
- 4.6 Coffey and the Service Provider must agree in writing to the price for the Varied Services as contained in Coffey's Variation Proposal.
- 4.7 The Variation Proposal does not take effect unless and until the parties reach a written agreement contemplated in clause 4.5, and the Service Provider must still perform the Services as required under this Agreement.
- 4.8 Unless the Services Agreement states otherwise, the Services may be provided by the Service Provider either personally or through the employment/subcontracting of other persons.
- 4.9 The Service Provider warrants that it will exercise skill, care and diligence to a high standard in providing the Services.
- 4.10 In providing the Services the Service Provider must:
 - 4.10.1 comply with any reasonable directions given by or on behalf of Coffey from time to time;
 - 4.10.2 comply with all policies procedures and directives of Coffey so far as they are made known to the Service Provider;
 - 4.10.3 comply with all applicable standards, laws and regulations;
 - 4.10.4 take all reasonable practical measures to ensure the Service Provider's own safety and the safety of the Service Provider's employees;
 - 4.10.5 provide and use appropriate safety equipment and clothing and require employees of the Service Provider to use that equipment;
 - 4.10.6 provide all labour, materials, plant and equipment necessary to perform the Service Provider's obligations under the Agreement;
 - 4.10.7 provide Coffey on request with written evidence of Work Cover and prescribed payments taxation registration (if applicable).
- 4.11 If the Services do not meet their purpose or are not in accordance with the Services Agreement, Coffey may by notice require the Service Provider to redo the Services at no additional cost to Coffey.
- 4.12 Where the Service Provider fails to:
 - 4.12.1 remedy a defect in performance of the Services; or
 - 4.12.2 redo the Services; within the time specified in a notice given by Coffey under clause 4.11, Coffey may arrange for the performance of the necessary work and recover the cost from the Service Provider.

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

DELIVERABLES

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

SERVICE PROVIDER'S WARRANTIES

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

SERVICE PROVIDER'S RELATIONSHIP, RESOURCES AND CONDUCT

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

SERVICE PROVIDER'S REPRESENTATIONS

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

NO MINIMUM PURCHASE

Coffey is under no obligation to purchase a minimum quantity of Services from the Service Provider during the Term.

NON-EXCLUSIVITY

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

PRICE

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

TERMS OF PAYMENT

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

INTELLECTUAL PROPERTY RIGHTS

- 13.1 This **Clause 13** does not affect the ownership of the Intellectual Property Rights in any Pre-Existing Service Provider Material or third party Material.

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

INDEMNITY

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

INSURANCE

- 15.1 The Service Provider must effect and maintain all insurance policies set out in Schedule 1.
- 15.2 The policies referred to in Schedule 1 must be in the name of the Service Provider and must cover the Service Provider and all subcontracted Service Providers for their respective rights, interests and liabilities.
- 15.3 Coffey, in specifying levels of insurance in this Agreement accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of those insurances in respect of how they may or may not respond to any loss, damage or liability.

- 15.4 The Service Provider acknowledges and agrees that it is the Service Provider's responsibility to assess and consider the risks and scope of insurances required under this Agreement.

FORCE MAJEURE

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

TERMINATION

- 17.1 At any time after a default event occurs Coffey may terminate the Services Agreement with immediate effect by giving notice in writing to the Service Provider.
- 17.2 A default event will be taken to have occurred if any of the following events occurs:
- 17.2.1 the Service Provider fails to start providing the Services on the date specified in the Services Agreement;
 - 17.2.2 the Service Provider fails to proceed at a rate likely to achieve completion of the Services by the Completion Date (if any) specified in the Services Agreement;
 - 17.2.3 the Service Provider fails to complete the Services by the Completion Date (if any) specified in the Services Agreement;
 - 17.2.4 the Service Provider ceases to provide the Services at any time during the Term (if any) specified in the Services Agreement;
 - 17.2.5 the Service Provider fails to:
 - 17.2.5.1 provide and pay for appropriate insurance as required by clause 15; or
 - 17.2.5.2 provide Coffey with proof of appropriate insurance upon request by Coffey as required by clause 15;
 - 17.2.6 the Service Provider breaches any other provision of the Services Agreement (including these Conditions) and fails to remedy the breach within 30 days after receiving written notice requiring that to be done;
 - 17.2.7 any step is taken to enter into any arrangement between the Service Provider and the Service Provider's creditors;
 - 17.2.8 the Service Provider ceases to be able to pay the Service Provider's debts as they become due;
 - 17.2.9 the Service Provider ceases to carry on business; or

- 17.2.10 any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of the Service Provider's assets or business.
- 17.3 Where, before its termination of the Services Agreement under this clause 17 Coffey has paid an amount on account of the Contract Price to the Service Provider, the Service Provider must on termination repay that amount to Coffey. If not so paid, the amount is recoverable by Coffey from the Service Provider as a debt.
- 17.4 If the Services Agreement is terminated under this clause 17:
- 17.4.1 the parties are relieved from future performance without prejudice to any right of action that has accrued at the date of termination;
- 17.4.2 rights to recover damages are not affected; and
- 17.4.3 the Service Provider indemnifies Coffey in respect of any loss Coffey may incur in purchasing similar services from alternative suppliers.

TERMINATION FOR CONVENIENCE

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

CONFIDENTIALITY

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

- 19.2 If a Party is required to disclose Confidential Information by law or for legal proceedings, the disclosing Party must provide reasonable notice to the other Party.

GOVERNING LAW AND JURISDICTION

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

PRIVACY

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

TAXES

- 22.1 Unless otherwise indicated, the amount payable under the Contract for each supply of Goods and/or Services under this Contract as listed in **Schedule 3** (Service Provider’s Scope and Budget) is the value of that supply plus any GST imposed under the GST Act. Payment by Coffey to the Service Provider of the GST shall be subject to the Service Provider providing Coffey with a valid Tax Invoice issued in accordance with the relevant provisions of the GST Act and regulations.
- 22.2 The total amount of GST payable by the Service Provider, and for which the Service Provider seeks payment from Coffey in respect of the supply shall be shown as a separate item on the Service Provider’s Tax Invoice.

DISPUTE RESOLUTION

- 23.1 If a dispute arises under this Contract, prior to commencing any arbitration or court proceedings – other than for interlocutory relief or where an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Service Provider, or Coffey is exercising a right to terminate – the Parties must act in good faith and use their reasonable endeavours to resolve the dispute as follows:
- a. the Party claiming that there is a dispute must give the other a written notice in accordance with **Clause 24** (Notices) setting out the nature of the dispute;

- b. within ten (10) Business Days following notice, attempt to resolve the dispute through direct negotiation between the Service Provider Representative and Coffey Representative;
 - c. if still unresolved, refer the dispute to each Party's Escalation Representative as set out in the Contract Details, who must in good faith work to resolve the dispute within a further ten (10) Business Days or any other agreed period;
 - d. if still unresolved, the Parties have thirty (30) Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or conciliation rather than litigation or arbitration; and
 - e. if the dispute is not resolved in that time or there is no agreement to, or submission of the dispute to mediation or conciliation within a further thirty (30) Business Days, then either Party may commence legal proceedings.
- 23.2 Subject to **Clause 12** (Terms of Payment), the Service Provider and Personnel must continue to comply with its obligations under this Contract, notwithstanding that there is a dispute between the Parties, or that legal proceedings are pending or current.

NOTICES

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

COUNTER-TERRORISM

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

FRAUD

- 26.1 The Service Provider must not, and must ensure that its Personnel do not, engage in any Fraud and must prevent and detect Fraud, including Fraud by its Personnel.
- 26.2 The Service Provider must ensure that its Personnel are responsible and accountable to the Service Provider for preventing and reporting any Fraud as part of their routine responsibilities.
- 26.3 If the Service Provider becomes aware of a Fraud, it must report the matter to Coffey in writing within five (5) Business Days. The written report to Coffey must be signed by a Service Provider authorised person and must include the following (where known):
- a. name of any Personnel (including any sub-contractors) involved;
 - b. the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - c. the names of the suspected offender(s) (where known);
 - d. details of witnesses;

- e. copies of relevant documents;
- f. references to any relevant legislation;
- g. a nominated contact officer;
- h. any other relevant information (e.g., political sensitivities, any other party or agency that has been informed, involved or that can assist with investigations); and
- i. the current status of any inquiries commenced by the Service Provider.

PUBLICITY

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

NOVATION

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

PERFORMANCE ASSESSMENT

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

COMPLIANCE WITH DFAT AND COFFEY POLICIES

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

- a. the child protection compliance standards in the *Child Protection Policy* for the DFAT – Australian Aid Program, <http://dfat.gov.au/international-relations/themes/child-protection/Pages/child-protection.aspx>
- b. Disability Action Strategy: <http://dfat.gov.au/about-us/publications/Pages/disability-action-strategy-2017-2020.aspx>
- c. *the Family Planning and the Aid Program: Guiding Principles (2009)* for the DFAT – Australian Aid Program, accessible on the DFAT website at: www.dfat.gov.au;
- d. information accessibility requirements contained in the *Guidelines for preparing accessible content* for the DFAT – Australian Aid Program, accessible on the DFAT website at: www.dfat.gov.au;
- e. the *Environment Management Guide for Australia's Aid Program (2012)* for the DFAT – Australian Aid Program and the *DFAT Environment Protection Policy (2014)* accessible on the DFAT website at: www.dfat.gov.au;

- f. *Gender Equality and Women's Empowerment Strategy 2016* <http://dfat.gov.au/about-us/publications/Documents/gender-equality-and-womens-empowerment-strategy.pdf>
- g. Anti-Corruption - The Australian Government supports ethical business practices, and the prosecution of those who engage in illegal practices.
<http://dfat.gov.au/internationalrelations/themes/corruption/Pages/corruption.aspx#anti-corruption>
- h. Counter – Terrorism - ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to terrorism
<http://dfat.gov.au/international-relations/security/counter-terrorism/our-role/Pages/department-of-foreign-affairs-and-trade-s-counter-terrorism-role.aspx>
- i. *Fraud Control and Anti-Corruption Plan July 2016* <http://dfat.gov.au/about-us/publications/Documents/fraud-control-anti-corruption-plan.pdf>
- j. Commonwealth Procurement Rules and Guidelines
<http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/>
- k. Commonwealth Grant Rules and Guidelines <http://www.finance.gov.au/resource-management/grants/>
- l. Coffey Code of Conduct and Client Service Standards – Attached at Schedule 4

EXECUTED as an Agreement

SIGNED for and on behalf of **Coffey International Development Pty Ltd**

Signature

Name

Position

In the presence of

Witness

SIGNED for and on behalf of

Signature

Name

Position

In the presence of

Witness

SCHEDULE 1

AGREEMENT DETAILS

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

QUALIFIED PERSONS (clause 4.8):

Position	Name	No. of Days for Services
Course Designer/ Course Leader		
Co-Facilitator		
Course Coordinator		
Course Delivery		
Welfare Officer		

SERVICE FEES

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

PAYMENT STREAMS

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

- i. Fixed Management Fee (including “other fees”) of AUDXXXX excluding GST as detailed in Schedule 3 – Service Provider’s Proposal and Budget
- ii. Fixed Key Personnel Costs of AUDXXXX excluding GST as detailed in Schedule 3 – Service Provider’s Proposal and Budget
- iii. Reimbursable Costs up to AUDXXXX excluding GST as detailed in Schedule 3 – Service Provider’s Proposal and Budget

MILESTONE PAYMENTS

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

Where a Milestone Payment is to follow acceptance of a report, 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

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

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

CLAIMS FOR PAYMENT

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

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

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

All claims for payment must be made to:

XXXX

Senior Project Manager

Coffey International Development

33 Richmond Road Keswick SA 5035

Email: @coffey.com

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

INSURANCE POLICIES REQUIRED:**Public and products liability**

\$20 million

Professional indemnity

\$5 million

Workers compensation

As legislated

REPRESENTATIVES**Coffey's Representative**

Name:

Position:

Address:

Telephone:

Email:

Service Provider's Representative

Name:

Position:

Address:

Telephone:

Email:

SCHEDULE 2
SCOPE OF SERVICE

SCHEDULE 3
SERVICE PROVIDER'S PROPOSAL

SCHEDULE 4

Coffey International Development Code of Conduct and Client Service Standards

Purpose

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

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

Scope

This policy applies to all Employees of 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:

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

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:

1. vehicles
2. offices
3. car parks
4. client worksites
5. demountables
6. workshops
7. warehouses
8. kitchens.

"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 and Client Service Standards
- The effective implementation, promotion and support of the Code of Conduct and Client Service Standards in their areas of responsibility
- Ensuring Employees under their control understand and follow the provisions outlined in the Code of Conduct and Client Service Standards.

Employees

All Employees are responsible for:

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

Code of Conduct

Coffey International Development is a complex organisation, which involves a diversity of relationships. These relationships may be defined by differences in power, status, cultural diversity, organisational structures, contracting relationships, differing country laws, labour laws, international relationships and or national governments. It is essential in such a community that all Employees recognise and respect not only their own rights and responsibilities but also the rights and responsibilities of other members of the community and those of 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:
2. Employees at all levels represent the Company in the course of their employment including when travelling on Company business, attending functions on behalf of the Company or internal Company meetings, conferences, training programs, seminars or any other function.
 3. Your behaviour in all these circumstances reflects on the Company and its image. As such, you should act in an appropriate business-like manner that will in no way harm the image of the Company or infringe any other Company policy including the Discrimination Free Workplace Policy.
 4. Where any Company function or meeting is held that involves the availability of alcohol, steps should be taken to ensure that it is not abused. You should be aware that being work-related, behaviour in those situations can be subject to disciplinary procedures.

Conflict of Interest

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

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

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

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

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

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

Outside employment/other external business activities

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

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

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

Public Comment

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

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

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

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

Use of Company Resources

Employees must ensure responsible management and security in the use of 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 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 and Client Service Standards, a child is any person under the age of 18 years.

The onus is on all Employees to use common sense and avoid actions or behaviours that could be construed as child exploitation and abuse when working for 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 and Client Service Standards may result in disciplinary and/or criminal action.

Corrupt Conduct

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

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

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

Occupational Health & Safety

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

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

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

Conduct of Current / Former Employees

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

Employees should not allow themselves or their work to be influenced by plans for, or offers of employment outside of 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.

Client Service Standards

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

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

Breaches of the Code of Conduct and Client Service Standards

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

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

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

Name	
Position	
Program	
Signature	

Acknowledged by Coffey International Development Pty Ltd

Name	
Signature	