



Australian Government

AusAID

COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY

**THE AUSTRALIAN AGENCY FOR INTERNATIONAL
DEVELOPMENT (AUSAID)**

ABN 62 921 558 838

REQUEST FOR TENDER

NUMBER 51033

FOR

GLOBAL EDUCATION PROGRAM -VICTORIA

INTRODUCTION

AusAID is seeking proposals from organisation in providing services for the **Global Education Program -Victoria** (the “**Activity**”). If your organisation chooses to lodge a proposal (the “**Tender**”) it must be submitted on the terms of this document, including all parts, attachments and addenda (together referred to as the “**Request for Tender**” or “**RFT**”).

OVERVIEW OF AUSAID

AusAID is an Australian Government agency within the Department of Foreign Affairs and Trade. The role of the agency is to plan, coordinate and manage Australia’s overseas aid program. AusAID’s head office is located in Canberra and has representatives in 25 Australian diplomatic missions overseas. Further background information on AusAID can be obtained from AusAID’s internet site www.ausaid.gov.au .

OVERVIEW OF THE ACTIVITY

The Global Education Project is part of AusAID’s strategy to inform and educate Australians about development and is delivered in five Australian states. The goal of this Activity is to raise awareness and understanding among school students in Victoria of international issues, development and poverty and to prepare them to live in an increasingly globalised world and to be active citizens shaping better futures. The objectives and the required services (the “**Services**”) for the Activity are described in Section 6 of this RFT (Scope of Services).

The proposed Contract for the Activity is for an initial period of two (2) years three (3) months three(3) months , commencing on 1 November 2009, with provision for an optional two year extension at AusAID’s discretion.

Please note that there is a set budget for this Activity of **AUD600,000 for the two(2) year three(3) month initial period..**

STRUCTURE OF THE RFT

The RFT is separated into the following Sections:

SECTION 1	Tender Particulars
SECTION 2	Conditions of Participation
SECTION 3	Tender Conditions
SECTION 4	Tender Evaluation Criteria
SECTION 5	Tender Format
SECTION 6	Scope of Services
SECTION 7	Draft Contract

AUSAID’s CONTRACTS CHARTER

AusAID has published a Contracts Charter describing AusAID’s approach to contracting aid activities, expectations of contractors and what contractors may expect from AusAID. Tenderers are encouraged to access and inform themselves of the Charter which is available on URL: <http://www.ausaid.gov.au/business/pdf/charter.pdf>

SECTION 1 – TENDER PARTICULARS

ISSUE DATE	7 July 2009
CLOSING TIME (Section 3 Clause 3)	2.00 pm local time Canberra, Australian Capital Territory.
MODE OF SUBMISSION (Section 3 Clause 3)	<u>Either electronically via AusTender at http://tenders.gov.au before the tender CLOSING TIME or in hard copy , by depositing by hand in the Canberra Tender Box before the tender CLOSING TIME</u>
ELECTRONIC TENDER LODGEMENT ADDRESS (Section 3 Clause 3)	<u>Via AusTender at http://www.tenders.gov.au</u>
TENDER BOX ADDRESS (Section 3 Clause 3)	Tender Box, Ground Floor AusAID 255 London Circuit, Canberra ACT 2601, AUSTRALIA
CONTACT PERSON (Section 3 Clause 2.1)	Arthur Burch, Communications Section Email: getender@ausaid.gov.au
AUSTENDER HELPDESK (Section 3, Annex A)	AusTender Help Desk Telephone: 1300 651 698 Email: tenders@finance.gov.au
TENDER VALIDITY PERIOD (Section 3 Clause 8.1)	180 days
BUSINESS HOURS (Section 3 Clause 3)	Monday to Friday, 8.30 am to 5.00 pm. Excluding Australian Capital Territory (ACT) public holidays and Australian public holidays applicable to the ACT.
FILE FORMAT FOR ELECTRONIC TENDERS (section3, Annex A, Clause 4.3)	<u>PDF (Portable Document Format)</u>
NUMBER OF COPIES OF THE TENDER (Section 5 Clause 1)	<u>For electronic tender lodgement:</u> Component 1 (Technical Proposal and Tender's Details): One (1) electronic copy. <u>For hard copy tender lodgement:</u>

	<u>Component 1</u> (Technical proposal and Tender's Details: One (1) printed Original (marked "Original") and four (4) copies,(marked "copy").
PAGE LIMITS (Section 5 Clause 1)	Technical Proposal Format Page Limits based on A4 pages: - Statement addressing the Technical Criteria: Eight (8) A4 pages, including any tables and diagrams as follows - Criteria A Three (3) pages, Criteria B Three (3) pages, Criteria C one (1) page and Criteria D one (1) page; - Past Experience Forms: One (1) page per activity and up to four (4) activities

SECTION 2 – CONDITIONS OF PARTICIPATION**1. CONDITIONS OF PARTICIPATION**

- 1.1 AusAID will exclude a Tender from further consideration if, in AusAID's opinion, the Tender does not comply with the following Conditions of Participation:
- (a) the Tenderer is a single legal entity;
 - (b) the Tenderer or any subcontractor of the Tenderer are not named as non-compliant with the *Equal Opportunity for Women in the Workplace Act 1999* as at the Tender Closing Time (enquiries may be directed to the Equal Opportunity for Women in the Workplace Agency);
 - (c) the Tenderer or any subcontractor is not listed by the Minister of Foreign Affairs under the Charter of the United Nations Act and/or listed in regulations made under Division 102 of the Commonwealth Criminal Code. Further information about listed persons and entities is available from Department of Foreign Affairs and Trade at www.dfat.gov.au/icat/UNSC_financial_sanctions.html. The national security website includes the list of listed terrorist organisations at: www.nationalsecurity.gov.au.
 - (d) the Tenderer or any subcontractor of the Tenderer at the time of submitting the tender, is not listed or is subject to proceedings which could lead to such a listing by:
 - (i) the World Bank in its "Listing of Ineligible Firms" or "Listings of Firms, Letters of Reprimand" posted at www.worldbank.org (the "World Bank List");
 - (ii) or any similar list maintained by any other donor of development funding ("Relevant List")
 - (e) The tenderer or any subcontractor of the Tenderer has no Judicial decision against them (not including decisions under appeal relating to employee entitlements and where the claim has not been paid as at the tender Closing Time).
- 1.2 For the purpose of Clause 1.1 above, a reference to a Tenderer or a subcontractor of a Tenderer, includes any company in the same group as the Tenderer or the subcontractor (including but not limited to, related bodies corporate of the Tenderer or subcontractor within the meaning of the Corporations Act 2001) and parties with whom the Tenderer or subcontractor is associated in respect of this Tender.
- 1.3 AusAID may terminate any contract subsequently entered into with a Tenderer, where a Condition of Participation is subsequently breached.

SECTION 3 –TENDER CONDITIONS

1. APPLICABLE LAW

- 1.1 The laws of the Australian Capital Territory apply to the RFT and the RFT process. Each Tenderer must comply with all relevant laws in preparing and lodging its Tender and taking part in the RFT process.

2. TENDER ENQUIRIES

Tenderer Enquiries

- 2.1 All enquiries must only be directed to the Contact Person specified in Section 1 (Tender Particulars) in writing including by means of email or facsimile not later than seven (7) days prior to the Closing Time as specified in Section 1 (Tender Particulars).
- 2.2 If a Tenderer:
- (a) finds any discrepancy, error or omission in the terms and conditions of the RFT, including of the Contract Conditions; or
 - (b) wishes to make any enquiry, including seeking clarification, of the RFT, including of the Contract Conditions,

the Tenderer must notify the Contact Person in writing, which notice may be sent by means of facsimile transmission or email, as soon as possible and not later than 14 days prior to the Closing Time.

- 2.3 AusAID will respond to any Tenderer enquiries no later than 7 days prior to the Closing Time.
- 2.4 AusAID reserves the right to issue or publish answers to any Tenderer enquiries to all Tenderers.

Addenda

- 2.5 AusAID may amend the RFT at any time by issuing an Addendum in accordance with the procedures for notices set out in Section 3 AnnexA. All conditions of this RFT will apply to Addenda, unless they are modified in the Addenda.

3. LODGEMENT

Lodgement Requirements

- 3.1 Tenders must be lodged either:
- (a) Electronically, via AusTender at <https://www.tenders.gov.au> before the Closing Time and in accordance with the tender lodgement procedures and on AusTender; or

- (b) Physically, by depositing by hand in the Canberra Tender Box before the Closing Time.
- 3.2 AusAID's preference is for electronic lodgement of Tenders. However, if electronic lodgement is not possible, you may lodge a hard copy of your Tender instead.
- 3.3 Tenders submitted by facsimile or email will not be considered.

Conditions Applying To Electronic Tender Lodgement

- 3.4 For both electronic and hard copy Tender lodgement, you must submit the following documents as part of your Tender: (a) component 1: Tenderer'
- 3.5 All documentation submitted as part of the Tender must be in English.
- 3.6 Tenderers must include all information specified in their RFT in their Tender. Tenderer's accept that their failure to provide all information required, in the format specified will result in their Tender being considered as a non-conforming Tender and liable for rejection.
- 3.7 A person or persons having authority to lodge the Tender and enter into a contract on behalf of the Tenderer must sign the Tenderer Declaration (section 5, Annex3)
- 3.8 AusAID may extend the Closing Time at its sole and absolute discretion and will issue an Addendum notifying any decision to extend.
- 3.9 Electronic tenders must be lodged electronically via the Australian Government Tender System, AusTender, at <https://www.tenders.gov.au> before the Closing Time and in accordance with the tender lodgement procedures as set out in Section 3, Annex A of this section and on AusTender.
- 3.10 Where there is any inconsistency between the tender lodgement procedures set out on AusTender and those set out in this RFT, this RFT will prevail.
- 3.11 Electronic Tenders not submitted in accordance with Clause 3.9 above will be excluded from evaluation.
- 3.12 It is the responsibility of tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither AusAID nor the Commonwealth takes any responsibility for any problems arising from tenderers' infrastructure and/or Internet connectivity.

Conditions Applying To Hard Copy Tender Lodgement

- 3.13 For hard copy lodgement, the Tenderer is responsible for the delivery of their Tender. The Tender must be placed in AusAID's Canberra Tender Box as specified in Section 1 (Tender Particulars). The Tender must be delivered during Business Hours by the Closing Time. Failure to submit a Tender in accordance with this clause may render the Tender liable to rejection.
- 3.14 The Original Tender document and any copies requested should be bound using a plastic comb binding, and should contain no plastic page separators.

- 3.15 The Tender should be endorsed with the name of the Project and marked: “Tender Box: Attention Contact Person.” The Tenderer’s postal address and fax number should be provided on the outside of the Tender.

Late Tenders - Electronic

- 3.16 A Tender lodged electronically is a Late Tender in accordance with the conditions specified in Clause 6, Annex A of this Section and will be excluded from evaluation.
- 3.17 For tenders submitted electronically, the time displayed on AusTender is deemed to be the correct time and will be the means by which AusAID will determine whether Tenders lodged electronically have been lodged by the Closing Time.
- 3.18 The judgement of AusAID as to the time a Tender has been lodged electronically will be final.

Late Tenders – Hard Copy

- 3.19 A hard copy Tender lodged after the Closing Time is a late Tender.
- 3.20 AusAID will admit to evaluation a Tender that was received late solely due to AusAID mishandling. AusAID mishandling does not include mishandling by a courier or mail service provider engaged by a Tenderer to deliver their Tender. It is the responsibility of tenderers to ensure that their Tender is dispatched in sufficient time for it to be received by AusAID by the Closing Time.
- 3.21 Late Tenders that are rejected by AusAID will be returned to tenderers unopened, except in cases where a Tender must be opened to identify the return address of the Tenderer or to establish which tender process the Tender was for.
- 3.22 If a Tender is taken to be late, the Tenderer may be asked to provide explanatory evidence in an appropriate form to the Contact Person specified in the Tender Particulars.

4. TENDER EVALUATION

Tender Evaluation Panel

- 4.1 AusAID will appoint a Tender Evaluation Panel (the “**Panel**”) consisting of one or more AusAID employees and/or external members appointed at AusAID’s sole discretion. It is AusAID policy not to reveal the names of the Panel members.
- 4.2 All recommendations of the Panel must be approved by AusAID’s delegate and the panel may refer a matter directly to AusAID’s Delegate for evaluation. AusAID’s delegate may accept, reject or amend the Panel’s recommendations and may direct that other action be taken in accordance with this RFT.

Evaluation Assistance

- 4.3 AusAID reserves the right to engage expertise, including staff from other Commonwealth departments and agencies, to assist with the evaluation process, including legal, probity, security, technical and financial experts.

Clarification of Tenders

- 4.4 The evaluation process may, at the sole discretion of AusAID, involve the following for some or all of the Tenderers (short listed or otherwise):
- (a) written or oral clarification from the Tenderer in relation to any information contained in its Tender;
 - (b) performance information in accordance with Clauses 4.15 to 4.21(Performance Information) below; and
 - (c) security, probity and/or financial viability and capacity assessments in accordance with Clauses 4.22 and 4.23(Security, Probity and/or Financial Viability and Capability Assessments) below.
- 4.5 Failure to supply any clarification to the satisfaction of AusAID may affect the assessment of the Tender.

Conforming Tenders

- 4.6 Following the Closing Time, an initial screening of each Tender will be conducted to determine the Tender's compliance with:
- (a) Conditions for Participation in Section 2 (Conditions for Participation);
 - (b) Tender Format Requirements in Section 5 (Tender Format); and
 - (c) Tender Conditions in Section 3 (Tender Conditions).
- 4.7 Failure to meet a Condition for Participation **will** result in a Tender being rejected and removed from any further consideration.
- 4.8 Failure to meet a Format Requirement or a Tender Condition, to an extent acceptable to AusAID, **may** result in a tender being rejected and removed from any further consideration.
- 4.9 If a Tender is initially assessed as conforming, but subsequently found not to meet a Condition for Participation, it will result in the Tender being rejected and removed from any further consideration.

Evaluation of Conforming Tenders

- 4.10 The Panel will evaluate Conforming Tenders against the Tender Evaluation Criteria detailed in Section 4 (Tender Evaluation Criteria) to determine which Tender, if any, is capable of undertaking the Services and achieves the overall best value for money to AusAID.
- 4.11 AusAID may shortlist Conforming Tenders at any stage during the evaluation process.
- 4.12 Where Contract Compliance is a Criterion, the Panel will initially assess this Criterion. Tenders which are assessed as not complying with this criterion, to an extent acceptable to AusAID, **may** be removed from any further consideration.

- 4.13 The Panel will then conduct the technical assessment against the Technical Criteria to determine an overall initial technical assessment score based on the published weightings. The Panel may adjust the initial Technical Assessment Scores as a consequence of any past performance information in accordance with Clauses 4.15 to 4.21(Performance Information) (below).
- 4.14 The Panel will recommend the Tenders which are to be assessed as Technically Capable or Technically Not Capable of undertaking the Services. Tenders which are assessed as Technically Not Capable of undertaking the Services will be removed from any further consideration.

Performance Information

- 4.15 AusAID reserves the right to take into account in the assessment of a Tender the past performance, in previous AusAID and non-AusAID activities, or activities of:
- (a) any Tenderer; and
 - (b) any member of the proposed personnel,
- in its capacity as:
- (a) contractor, consultant or sub-contractor;
 - (b) an associate or employee of a contractor, consultant or sub-contractor; or
 - (c) a joint venture partner.
- 4.16 AusAID may:
- (a) include in the assessment any contractor performance information contained in any internal AusAID contractor performance reporting systems in relation to performance of the Tenderer or proposed management, administrative and Activity personnel on previous AusAID activities, providing the contractor has seen the report and has had reasonable opportunity to comment; and
 - (b) take into account relevant performance information provided by external referees in relation to a Tenderer or proposed personnel member obtained by AusAID as a result of inquiries made within the previous 12 months.
- 4.17 AusAID reserves the right to use any relevant information obtained in relation to a Tenderer or proposed personnel member obtained either during the Tender period or within the previous 12 month period by providing it to the Tender Evaluation Panel (the Panel) or to any other relevant person for the purposes of Tender assessment, and such information may be taken into account in the course of assessment of the Tender by the Panel and AusAID. Where information has been received in accordance with clause 4.16 (a) above, this may also be introduced into the tender evaluation process.
- 4.18 AusAID may, at any time, make independent inquiries of:
- (a) any person or entity which it reasonably believes to have actual knowledge of the performance of the Tenderer or proposed personnel member/s on a previous project or activity, whether or not that person or entity is nominated in the Tender as a referee for the Tenderer or proposed personnel member; and
 - (b) any Commonwealth Government department, agency or other government entity in Australia whether Commonwealth or State, or any other country, including law enforcement agencies in relation to a person who is proposed for inclusion in a Tender or a Tenderer.

- 4.19 AusAID may request a Tenderer to provide additional or clarifying information in relation to information obtained during the assessment process following the Closing Time for the purpose of assessment of the Tender.
- 4.20 Information obtained as a result of inquiries made by AusAID in relation to performance on previous activities will be sought on a confidential basis and AusAID shall not be obliged to disclose the content or source of prior performance information about a Tenderer or individual to any person.
- 4.21 AusAID shall not be liable upon any claim, demand, proceeding suit or action by any Tenderer or any proposed personnel member in relation to any matter, thing or issue arising out of or in any way in relation to the collection of information from any source or the use of any information collected pursuant to this Clauses 4.15 to 4.21 (Performance Information) in the Tender assessment process.

Security, Probity and/or Financial Viability and Capability Assessments

- 4.22 AusAID reserves the right to perform security, probity and/or financial viability and capability assessments and procedures as AusAID, in its sole and absolute discretion, may determine are necessary in relation to the Tenderer, its Joint Venturers or Subcontractors or related entities including consortium members and their officers or employees. AusAID reserves the right to engage appropriate external expertise to assist with the security, probity and/or financial viability and capability assessments and procedures.
- 4.23 The Tenderer agrees to provide, at its cost, all reasonable assistance to AusAID in this regard. The security and financial information of Tenderers will be treated confidentially.
- 4.24 AusAID may, at its absolute discretion, exclude a Tender from further evaluation on the basis of results of any security, probity and /or financial viability and capability assessments conducted in relation to the Tenderer, its joint ventures, subcontractors or other related entities.

Negotiations

- 4.25 Following the initial evaluation of Tenders, AusAID may select one or more Tenderers to commence negotiations with.
- 4.26 During the negotiation phase of this RFT process, AusAID may engage in detailed discussions and negotiations with the goal of maximising the benefits of the Activity, as measured using the Tender Evaluation Criteria specified in Section 4. As part of this process, those Tenderers participating in this stage may be asked to improve any or all aspects of Tenders. The end of this phase will be the selection of a Preferred Tenderer after all material issues have been resolved.
- 4.27 AusAID's recommendation to select a preferred Tenderer must be approved by AusAID's delegate. AusAID's delegate may accept, reject or amend a recommendation and may direct that other action be taken in accordance with this RFT.

- 4.28 Acceptance of the Preferred Tender will be subject to the execution of a Contract, substantially in the form of the enclosed Draft Contract in Section 7 of the RFT, between AusAID and the Preferred Tenderer.

Debriefing of Tenderers

- 4.29 If requested, AusAID will provide Tenderers with a written debriefing on the results of the assessment of their Tender.
- 4.30 AusAID will not enter into discussion or communications on the content of the Tender debrief once it has been completed.

5. TENDERER'S RISKS AND COSTS

No Contract or Undertaking

- 5.1 Nothing in this RFT will be construed to create any binding contract (express or implied) between AusAID and any Tenderer until a written Contract, if any, is entered into by the parties.

Tenderer's Acknowledgement

- 5.2 Subject to the Tenderer's Compliance Statement, the Tenderer acknowledges by lodging a Tender that it accepts the terms of these Tender Conditions and the Draft Contract.
- 5.3 A Tender is submitted on the basis that the Tenderer:
- (a) has examined this RFT and any other documents referenced or referred to herein, and any other information made available in writing by AusAID to Tenderers for the purposes of submitting a Tender;
 - (b) has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having effect on its Tender;
 - (c) did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of AusAID, its officers, employees, agents or advisers other than any statement, warranty or representation contained in this RFT;
 - (d) acknowledges and agrees that AusAID, its employees, agents and advisers are not, and will not be responsible, or liable for the accuracy or completeness of any information contained in this RFT; and
 - (e) satisfied itself as to the correctness and sufficiency of its Tender, including its tendered prices.
- 5.4 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of all relevant legislation on their participation in this RFT process.

Costs of Tendering

- 5.5 Participation in any stage of this RFT process, or in relation to any matter concerning this RFT, including any dispute concerning this RFT process, is at the Tenderer's sole risk, cost and expense.

6. **PROBITY OF TENDERS**

Tendering Conduct

- 6.1 Each Tenderer warrants that it has not engaged in collusive or anti-competitive practices with any other Tenderer in the preparation of its Tender.
- 6.2 If a Tenderer is found to have made false or misleading claims or statements, or receives improper assistance or improperly obtains confidential information, AusAID reserves the right to reject at any time, any Tender lodged by or on behalf of that Tenderer.

7. **INTELLECTUAL PROPERTY, PRIVACY AND CONFIDENTIALITY**

Ownership of Tenders and RFT

- 7.1 All Tenders become the property of AusAID on lodgement.
- 7.2 Such intellectual property rights as may exist in the information contained in this RFT or any related or attached material, will remain the property of AusAID, but the Tenderer is permitted to use it for the purpose only of compiling its Tender and, in the case of the preferred Tenderer(s), for negotiating a Contract with AusAID.
- 7.3 Such intellectual property rights as may exist in the information contained in each Tender will remain the property of the Tenderer.
- 7.4 The Tenderer authorises AusAID to copy, adapt, amend, disclose, including to AusAID contractors, officers, employees, agents and advisers, or do anything else necessary, in AusAID's sole discretion, to all materials (including that which contains intellectual property rights of the Tenderer or other parties) contained in the Tender.

Tenderer's Confidentiality Undertaking

- 7.5 Tenderers must keep any discussions or contact with AusAID in connection with the Tender, the RFT and any contract negotiations confidential.

Authorised Disclosure

- 7.6 By submitting a Tender, the Tenderer acknowledges and agrees to AusAID disclosing any information, including confidential information, provided by the Tenderer if the information:
- (a) is required by legislation or by law to be disclosed; or
 - (b) the disclosure has been consented to by the Tenderer; or
 - (c) is disclosed by the Commonwealth to its advisers or employees to exercise its rights or perform its obligations under this RFT or the Draft Contract; or

- (d) is disclosed to meet AusAID's reporting or accountability requirements, including:
 - (i) under the Financial Management and Accountability Act 1997;
 - (ii) to the Australian National Audit Office or any other auditor nominated by AusAID;
 - (iii) in accordance with Commonwealth provisions that require the publishing of:
 - (A) all awarded contracts, agreements and standing offers with an estimated value of \$10,000 or more on AusTender; and
 - (B) all contracts valued over \$100,000 or more on AusAID's website in accordance with the Senate Order on Departmental and Agency Contracts.

The details include the name and details of the contractor, the amount of consideration, the subject matter, the commencement date, and the duration of the contract. The Senate Order also requires AusAID to disclose whether each contract contains any provisions requiring the parties to maintain confidentiality of any of the contractual provisions, or whether there are any other requirements of confidentiality, and a statement of the reasons for the confidentiality.
 - (iv) to the responsible Minister;
 - (v) in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (vi) in accordance with the requirements for AusAID's Annual Reports;
 - (vii) to the Commonwealth Ombudsman;
 - (viii) in accordance with the Freedom of Information Act 1982 (if any); and
 - (ix) to the Equal Opportunity for Women in the Workplace Agency in accordance with the Women in the Workplace Act 1999; or
- (e) is in the public domain otherwise than due to a breach of Clause (Authorised Disclosure).

Return of Information

- 7.7 AusAID reserves the right, at its sole and absolute discretion, to require that at any stage all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to any Tenderer) provided to Tenderers (and all copies of such information made by Tenderers) be returned to AusAID or destroyed by the Tenderer.

8. TENDER REQUIREMENTS

Tender Validity Period

- 8.1 It is a condition of this RFT that each Tender must remain valid and available for acceptance by AusAID for the Tender Validity Period as detailed in Section 1 (Tender Particulars).

AusAID Personnel

- 8.2 Tenderers should be aware that current employees of AusAID cannot be included in Tenders for AusAID projects. Former AusAID employees may be included in Tenders if doing so does not involve a conflict of interest. See AusAID's Frequently Asked Questions website for further information: www.ausaid.gov.au/business/frequent.cfm.

Nominated Referees

- 8.3 Where required by this RFT, Tenderer must nominate referees. Tenderers must ensure that nominated referees do not have an actual or potential conflict of interest when acting as a referee. In particular, Tenderers must ensure that referees:
- (a) are not an employee of, or the holder of a current executive office (or similar position) within the organisation of, or do not have a business in association with, the Tenderer or a subsidiary organisation of the Tenderer;
 - (b) are not included in the Tender as proposed team members or sub-contractors; and
 - (c) are not AusAID employees.
- 8.4 Tenderers must further ensure that nominated referees:
- (a) are available to be contacted in the three (3) week period after the Closing Time; and
 - (b) are able to provide comments in English.
- 8.5 AusAID reserves the right to check with nominated referees and with other persons as AusAID chooses, the accuracy of the information and quality of work performed.

Goods and Services Tax

- 8.6 Under the A New Tax System(Goods and Services Tax) ACT 1999 GST Act, AusAID is liable for Goods and Services Tax (GST) on any taxable supply it makes and may be entitled to claim input tax credits for its creditable acquisitions.
- 8.7 Each Tenderer should obtain and will be deemed to have obtained its own tax advice.

Insurances

- 8.8 The financial proposal must be inclusive of all necessary insurances required by the Contract Conditions and for the performance of the Services. Notwithstanding the requirements of the Contract, AusAID strongly recommends that all Tenderers seek advice on, and consider arranging, professional indemnity insurance as a matter of

prudent commercial practice. Where such insurance is arranged, AusAID recommends that it be maintained for the duration, plus a further 3 years, of the full Term of the Contract or earlier termination.

9. AUSAID's RIGHTS

- 9.1 As a Commonwealth Government agency, all AusAID procurement is subject to the Commonwealth Procurement Guidelines. The core principle of Commonwealth procurement is to achieve value for money. AusAID is also bound to conduct its procurement in an ethical, accountable, transparent, efficient and effective manner.
- 9.2 AusAID reserves the right to:
- (a) seek Tenders from any organisation;
 - (b) accept or reject any Tender;
 - (c) terminate, extend or vary its procurement process for the Services;
 - (d) request clarification in relation to a Tender;
 - (e) seek information or negotiate with any organisation that has not been invited to submit a Tender;
 - (f) terminate negotiations with the preferred Tenderer and commence negotiations with any other Tenderer;
 - (g) evaluate Tenders as AusAID sees appropriate; and
 - (h) negotiate with any one or more Tenderers.

SECTION 3 : ANNEX A – CONDITIONS FOR USE OF AUSTENDER, THE AUSTRALIAN GOVERNMENT ONLINE TENDER SYSTEM

1. AUSTENDER, THE AUSTRALIAN GOVERNMENT ONLINE TENDER SYSTEM

- 1.1 AusTender is the online tendering system for Australian Government Agencies. AusTender allows tenderers to download tender documentation and upload tender responses. Tenderers must first register with AusTender at <https://www.tenders.gov.au>.
- 1.2 Access to and use of AusTender is subject to terms and conditions. Tenderers must agree to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender.
- 1.3 It is the responsibility of tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither AusAID nor the Commonwealth take any responsibility for any problems arising from tenderers' infrastructure and/or Internet connectivity.
- 1.4 Tenderers must inform themselves concerning all security measures and other aspects of the AusTender technical environment. Tenderers must make their own assessment of the AusTender system prior to using it for any matter related to this RFT and no responsibility will be accepted by AusAID arising in respect of any use or attempted use by any party of AusTender.

2. REGISTERED TENDERERS AND NOTICES

- 2.1 In the event that AusAID elects to vary or supplement this RFT or change the conditions of tender, it will make reasonable efforts to inform tenderers in accordance with this Clause 2.
- 2.2 Tenderers may be informed by notices and other information issued as addenda posted on the webpage for this RFT on AusTender.
- 2.3 Tenderers who have registered and downloaded the tender documentation will be notified by AusTender via email of any addenda issuance. It is in the interest of tenderers to ensure they have correctly recorded their contact details prior to downloading tender documentation. If tenderers have not recorded their details correctly, they should amend their details and download the tender documentation again.
- 2.4 Tenderers are required to log in to AusTender and collect addenda as notified.
- 2.5 The Commonwealth will accept no responsibility if a tenderer fails to become aware of any addendum notice which would have been apparent from a visit to the AusTender page for this RFT.
- 2.6 If a tenderer has obtained tender documentation other than from AusTender, they must visit AusTender, register as a user and download the tender documentation for this RFT.

3. AUSTENDER HELP DESK

3.1 All queries and requests for technical or operational support must be directed to:

AusTender Help Desk
Telephone: 1300 651 698
Email: tenders@finance.gov.au

The AusTender Help Desk is available between 9am and 5pm Canberra Time, Monday to Friday (excluding ACT and national Australian public holidays).

4. PREPARING TO LODGE A TENDER ELECTRONICALLY

Virus Checking

4.1 In submitting their tenders electronically, tenderers warrant that they have taken reasonable steps to ensure that tender response files are free of viruses, worms or other disabling features which may affect AusTender and/or AusAID computing environment. Tenders found to contain viruses, worms or other disabling features will be excluded from the evaluation process.

Tender File Formats, Naming Conventions and Sizes

4.2 Tenderers must lodge their tender in accordance with the requirements set out in this Clause 4 for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the tender not uploading successfully and/or may eliminate the bid from consideration.

4.3 AusAID will accept tenders lodged in the File Formats for Electronic Tenders specified in the Tender Particulars, (Section 1 of this RFT).

4.4 The tender file name/s must:

- (a) incorporate the Tenderer's company name
- (b) reflect the various parts of the bid they represent, where the tender comprises multiple files;
- (c) not contain \ / : * ? " < > | characters. Check your files and re-name them if necessary; and
- (d) not exceed 100 characters.

4.5 Tender files:

- (a) must not exceed a combined file size of 5 megabytes per upload;
- (b) should be uploaded from a high level directory on a Tenderer's desktop, so as not to impede the upload process; and
- (c) should be zipped (compressed) together for transmission to AusTender.

- 4.6 AusTender will accept up to a maximum of five files in any one upload of a tender. Each upload should not exceed the combined file size limit of 5 megabytes. If an upload would otherwise exceed 5 megabytes, the tenderer should either:
- (a) transmit the tender files as a compressed (zip) file not exceeding 5 megabytes; and/or
 - (b) lodge the tender in multiple uploads ensuring that each upload does not exceed 5 megabytes and clearly identify each upload as part of the tender.
- 4.7 If a tender consists of multiple uploads, due to the number of files or file size, tenderers should ensure that transmission of all files is completed before the Closing Time.
- 4.8 Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

Scanned or Imaged Material, including Statutory Declarations

- 4.9 Scanned images of signed and/or initialled pages within the tender, including Statutory Declarations and Deeds of Confidentiality, where they are required, are permitted so long as the total file size does not exceed the 5 megabyte limit. The use of scanned or imaged material, where it expands the tender file size beyond the 5 megabyte limit per upload, is prohibited.

5. ELECTRONIC LODGEMENT PROCESS

- 5.1 Before submitting an electronic tender, tenderers must:
- (a) ensure their technology platform meets the minimum requirements identified on AusTender;
 - (b) refer to AusTender's Help guidance, if required, on uploading tenders;
 - (c) take all steps to ensure that the tender is free from anything that might reasonably affect useability or the security or operations of AusTender and/or AusAID computing environment;
 - (d) ensure that the tender does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by AusAID; and
 - (e) ensure that the tender complies with all file type, format, naming conventions, size limitations or other requirements specified in Clause 4 above or otherwise advised by AusAID or required by AusTender.
- 5.2 Tenderers must allow sufficient time for tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Time.
- 5.3 Tenderers should be aware that holding the "Lodge a Response" page in the web browser will not hold the electronic tender box open beyond the Closing Time. An

error message will be issued if the lodgement process is attempted after the Closing Time.

5.4 Tenders lodged through AusTender will be deemed to be authorised by the tenderer.

5.5 If tenderers have any problem in accessing the AusTender website or uploading a tender they must contact AusAID via the nominated Contact Person (as specified in the Tender Particulars in Section 1 of this RFT) or the AusTender Help Desk prior to the Closing Time. Failure to do so will exclude a tender from consideration.

6. LATE TENDERS, INCOMPLETE TENDERS AND CORRUPTED FILES

6.1 Any attempt to lodge a tender electronically after the Closing Time will not be permitted by AusTender. Such a tender will be deemed to be a Late Tender.

6.2 Where electronic submission of a tender has commenced prior to the Closing Time but concluded after the Closing Time, and upload of the tender file/s has completed successfully, as confirmed by AusTender system logs, the tender will not be deemed to be a Late Tender. Such tenders will be identified by AusTender to AusAID as having commenced transmission prior to, but completed lodgement after, Closing Time.

6.3 Where a tender lodgement consists of multiple uploads, due to the number and/or size of the files, tenderers must ensure that transmission of all files is completed and receipted before the Closing Time and Clause 6.2 above will only apply to the final upload.

6.4 Late Tenders, incomplete tenders, including those with electronic files that cannot be read or decrypted, tenders which AusAID believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of AusTender and/or AusAID's computing environment, will be excluded from evaluation.

7. PROOF OF LODGEMENT

7.1 When a tender lodgement has successfully completed, an official receipt is provided on screen. The on-screen receipt will record the time and date the tender was received by AusTender and will be conclusive evidence of successful lodgement of a tender. It is essential that tenderers save and print this receipt as proof of lodgement. A separate email confirming receipt of the tender will also be automatically dispatched to the email address of the registered user whose details were recorded at login.

7.2 Failure to receive a receipt means that lodgement has not completed successfully. Where no receipt has been issued by AusTender, the attempted lodgement will be deemed to have been unsuccessful. Tenderers should refer to Clauses 5.2 and 5.5 above.

8. AUSTENDER SECURITY

- 8.1 Tenderers acknowledge that although the Commonwealth has implemented the security measures described on AusTender, the Commonwealth does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- 8.2 Tenderers acknowledge that:
- (a) lodgement of their tender on time and in accordance with these conditions of tender is entirely their responsibility; and
 - (b) AusAID will not be liable for any loss, damage, costs or expenses incurred by tenderers or any other person if, for any reason, a tender or any other material or communication relevant to this RFT, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

SECTION 4 – EVALUATION CRITERIA

SECTION 4 – TENDER EVALUATION CRITERIA

1. EVALUATION CRITERIA

- 1.1 The Evaluation Criteria detailed in this Clause 1 apply to this Tender and will be evaluated in accordance with Section 3 Clause 4 (Tender Evaluation).

Contract Compliance Criteria

- 1.2 Compliance, to an extent acceptable to AusAID, with Section 7 (Draft Contract), including all Attachments, Schedules and any Addenda to this Section.

1.3 Technical Criteria

- (a) **Learning Programs** **40%**

Demonstrated capacity and experience to effectively undertake teacher professional learning programs in global education with state, private and independent schools education systems in Victoria. (Tenderer's must advise the number of teachers who could be effectively provided with professional learning for the available budget as listed in Introduction.

- (b) **Global education** **40%**

Demonstrated capacity and experience to effectively undertake pre service training with teaching students in global education across universities in the state.(Tenderer's must advise the number of student teachers who can be effectively provided with preservice training for the available budget).

- (c) **Development Education** **10%**

Demonstrated understanding and experience of Global Education and its context in the school curriculum

- (d) **Professional Development** **10%**

Demonstrated best practice approaches to teacher professional learning.

Price Criteria

- 1.4 There is no price criteria since there is a set budget for this Activity (refer to the Introduction).

SECTION 5 – TENDER FORMAT

1. TENDER FORMAT REQUIREMENTS

- 1.1 AusAID may, in its sole and absolute discretion, reject a Tender from further consideration if it does not meet the following Tender Format Requirements to an extent acceptable to AusAID:
- (a) all language is written in English;
 - (b) unless otherwise specified in this RFT, all measurements are in Australian measurements and all prices are stated in Australian dollars exclusive of GST;
 - (c) not have the AusAID logo or any other representation or mark which may indicate that the Tenderer is in any way related to or connected with AusAID; and
 - (d) be no longer than the page limits, if any, and all copies as specified in Section 1 (Tender Particulars);
 - (e) all parts in the format specified in Clause 2 (Tender Parts) below have been included in the Tender;
 - (f) be in a type font of no less than 12 point (excluding tables and diagrams); and
 - (g) have left and right page margins of no less than 2.5 cm, and top and bottom page margins of no less than 3 cm, excluding headers, footers and page numbers.

2. TENDER PARTS

- 2.1 Tenderers must submit the documents, in the Table 1 below, to form their Tender. No additional information is to be provided unless required or requested by AusAID in accordance with this RFT.

Table 1: Tender Parts

PART	TITLE	FORMAT
Component 1	Tenderer's Details and Technical Proposal	With all Parts specified below.
Part A	Cover Page	Substantially in the form of Annex 1 to this Section.
Part B	Tenderer's Particulars	Substantially in the form of Annex 2 to this Section.
Part C	Tenderer Declaration	In the form of Annex 3 to this Section.
Part D	Compliance Statement	In the form of Annex 4 to this Section.
Part E	Technical Proposal	In the form of Annex 5 to this Section.

Section 5 Annex 1 – Cover Page Format

**TENDER RESPONSE TO
THE AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT (AusAID)**

RFT 51033: GLOBAL EDUCATION PROGRAM -VICTORIA

DETAILS <i>Tenderers must provide the following details:</i>	TENDERER'S RESPONSE
LEGAL NAME OF TENDERER <i>(This is the legal entity making the Tender. This will also be the name of the contracting party if the Tender is successful and a contract ensues from the process)</i>	
CONTACT PERSON <i>(Name, email, Telephone, Facsimile of Tenderer's Contact Person)</i>	

Section 5 Annex 2 – Tenderer's Particulars

TENDERER'S PARTICULARS

PARTICULARS <i>Tenderers must provide the following details:</i>	TENDERER'S RESPONSE
Tenderer's Legal Entity Type: <i>(This is the Tenderers legal type: Individual, Joint Venturer, Company, Other - provide details)</i>	
Australian Organisations: - Business Number (ABN) <i>(Include the ABN if the Tenderer is an entity registered on the Australian Business Register.)</i> - Australian Company Number (ACN) <i>(Include the ACN if the Tenderer is an entity registered with the Australian Securities Investments Commission)</i> - Registered Business Name and Number <i>(If the Tenderer's business is carried on under a name registered under Australian State or Territory Legislation, include the registered business name(s) or association(s).)</i>	
Non-Australian Organisations: - Relevant Organisation Numbers and Registered Business Name (Specify type and numbers)	
Registered Business Address <i>(This is the official address in respect of the legal person (entity) making the Tender. If the Tenderer is carrying on business under a business name, it may be the address registered in respect of the business.)</i>	
Contract Notices Address <i>(This is the address the Tender primarily wishes to be used for notices given under contract, if different from the Registered Business Address.)</i>	

Section 5 Annex 3 – Tenderer Declaration

1. TENDERER DECLARATION

1.1 *Instructions*

1.2 *Tenderers must complete and sign a Tenderer Declaration in the form presented below. Except where specifically permitted in the Tenderer Declaration, Tenderers must not change the text of the Tenderer Declaration.*

1.3 *A person or persons having authority to lodge the Tender and enter into a contract on behalf of the Tenderer must sign the Tenderer Declaration.*

TENDERER DECLARATION

I, [name, address and corporation of person making the declaration], do solemnly and sincerely declare that:

2. DEFINITION

2.1 In this declaration:

“**AusAID**” means the means the Australian Agency for International Development and represents the Commonwealth of Australia;

“**Services**” means Services to be performed by the Contractor for the Activity;

“**Tender**” means the Tender submitted by the Tenderer to AusAID on [Insert Date] comprising all required Sections and the attachments, including this Declaration.

“**Tenderer**” means [list name, address and ABN and ACN or relevant details as appropriate. Note, Tenderers must provide their ABN if they have one. Moreover, if you are a Company and your ACN is not included in your ABN, you must also provide your ACN)]; and

“**Tender Price**” means the total amount excluding Reimbursable Expenses indicated by a Tenderer as being the lowest amount for which that Tenderer is prepared to undertake the Services.

3. BASIS OF DECLARATION

3.1 I hold the position of [managing director or other title] of the Tenderer and am duly authorised by the Tenderer to make this declaration on behalf of the Tenderer and on behalf of myself.

4. THE OFFER

- 4.1 The Tenderer tenders, if the Tender is accepted and a Contract acceptable to AusAID is executed by both parties, to commence the provision of the Services and to perform them in accordance with the Draft Contract.
- 4.2 The Tenderer confirms compliance with the RFT and Draft Contract, including all Attachments, Annexes and any Addenda to those Sections.
- 4.3 The Tenderer acknowledges that failure to comply with a Condition for Participation in Section 2 will result in the Tender being rejected and removed from further consideration.
- 4.4 The Tenderer acknowledges that failure to comply with Tender Format Requirement in Section 5 or Tender Condition in Section 3, to an extent acceptable to AusAID, may result in the Tender being rejected and removed from further consideration.
- 4.5 To the best of my knowledge and belief the Tender is as accurate as due diligence and care can make it.
- 4.6 I warrant that the information and certification included in each CV submitted in the Tender is accurate, that the proposed person has been approached and confirmed his/her availability, that the proposed person is not a current AusAID employee, and that AusAID has the authority to make the inquiries referred to according to the CV certification.
- 4.7 I acknowledge that if the Tenderer is found to have made false or misleading material claims or statements in the Tender or in this Declaration, or to have used confidential information, or received improper assistance, AusAID will reject at any time any Tender lodged by or on behalf of the Tenderer.
- 4.8 I acknowledge and agree to the matters specified in Section 3 (Tender Conditions) Clause 9 (AusAID's Rights) and Clauses 5.2-5.5 (Tenderer's Acknowledgement).
- 4.9 I agree:
- (a) that the Tenderer will be bound by its Tender for the Tender Validity Period after the Closing Time; and
 - (b) that the Tender may be accepted by AusAID at any time before the expiration of that period or any additional period to which we may agree.
- 4.10 I acknowledge that the Tender will not be deemed to have been accepted except as specified in the RFT.
- 4.11 I understand that AusAID is not bound to accept the lowest priced or any Tender.
- 4.12 I warrant that in preparing the Tender for the Services the Tenderer did not act in any way which did or could have had the effect of reducing the competitiveness of the tender process for the Services. In particular I warrant that the Tenderer did not engage in:
- (c) any discussion or correspondence with other tenderers concerning the amount of the Tender;

- (d) any collusive tendering or other anti-competitive practices with any of the other Tenderers or any other person; or
 - (e) any conduct or have any arrangement or arrive at any understanding with any of the other Tenderers.
- 4.13 Neither the Tenderer nor any of its employees, agents or contractors had knowledge of the technical proposal or the Tender Price for the Services of any other tenderer prior to the Tenderer submitting its Tender for the Services.
- 4.14 Neither the tenderer nor any of its employees, agents or contractors have been convicted of an offence of, or relating to bribery of a public official, nor are they subject to any proceedings which could lead to such a conviction.
- 4.15 The Tenderer will not permit any of its employees, agents or contractors to work with children if they pose an unacceptable risk to children's safety or well being.
- 4.16 No employees of the Tenderer, or its agents or contractors, who have been nominated in personnel positions that involve working with children, have been convicted of a criminal offence of, or relating to, child abuse, nor are they subject to any proceeding which may lead to such a conviction.
- 4.17 Neither the Tenderer nor any of its agents or contractors has an unsettled judicial finding against it relating to employee entitlements.
- 4.18 Neither the Tenderer nor any of its employees, agents or contractors provided information to any other tenderer, person or organisation, to assist another tenderer for the Services to prepare a tender known in the building and construction industry as a "cover bid", whereby the Tenderer was of the opinion or belief that another tenderer did not intend to genuinely compete for the Contract.
- 4.19 The Tenderer is genuinely competing for the Contract and its Tender is not a "cover bid".
- 4.20 Prior to the Tenderer submitting its Tender for the Services neither the Tenderer nor any of its employees, agents or contractors entered into any Contract, agreement, arrangement or understanding that the successful Tenderer for the Services would pay any money, or would provide any other benefit or other financial advantage, to or for the benefit of any other tenderer who unsuccessfully tendered for the Tender.
- 4.21 I acknowledge that each party constituting the Tenderer is bound jointly and severally by this Tender.
- 4.22 Where Contract Compliance is a criterion, the Tenderer acknowledges that compliance, to an extent acceptable to AusAID, with Section 7 (Draft Contract), including all Attachments, Schedules and any Addenda to those Sections, is a Tender Evaluation Criterion. The Tenderer further acknowledges that Tenders which in AusAID's opinion fail to comply, to an acceptable extent, with this Criterion may be assessed as not capable of undertaking the Services and removed from any further consideration.

5. ADDENDA TO TENDER DOCUMENTS

I acknowledge receipt of the following Addenda, the terms of which are incorporated in the Tender:

Number _____ Dated _____ Number _____ Dated _____

6. ADDRESS OF TENDERER

Address or Registered Office of Tenderer

Address for service of notices (NOT PO. BOX)

Telephone Number: Fax Number:.....

And I make this declaration conscientiously believing the statements contained in this declaration to be true in every particular.

[Signature of person making declaration]

Dated at [] the [] day of [] 20[]

Before me,

[Signature of witness]

[Full name of witness (Print)]

Section 5 Annex 4 – Compliance Statement

1. COMPLIANCE STATEMENT

Instructions

- 1.1 Tenderers must indicate in Table 1 below, their compliance with Section 2 (Conditions of Participation), Section 5 (Tender Format), Section 3 (Tender Conditions) and Section 7 (Draft Contract) of the RFT, including all Attachments, Schedules and any addenda to those Sections.
- 1.2 In completing the Compliance Statement, the Tenderers response should be in the order in which the clauses appear in the Sections. The Compliance Statement should refer to the clause number and responses in the column entitled 'Compliance Expression' must be limited to the following expressions:
 - (a) "complies", which means:
 - (i) in the case of a clause which is of an informative nature only, the clause has been read and understood;
 - (ii) in the case of a clause which imposes a contractual condition, that the condition is agreed;

- (iii) in the case of a clause which directs that an action be taken, that this has occurred.
 - (b) “does not comply”, which means:
 - (i) in the case of a clause which imposes a contractual condition, that the Tendered offer does not accord with that condition;
 - (ii) in the case of a clause which directs that an action be taken, that this has not occurred.
 - (c) “partially complies”, which means:
 - (i) in the case of a clause which imposes a contractual condition, that the tendered offer can meet the condition subject to certain qualifications.
- 1.3 Where a Tender does not comply or only partially complies, the extent of the non compliance, reasons and alternatives must be stated in the Compliance Statement.
- 1.4 In completing the Compliance Statement, the Tenderer may group clauses where the response is the same for each of those clauses. For example “Clause 1 to 5 – Complies”.

Table 1: Compliance Statement

Section and Clause Reference	Compliance Expression	Where a Tender does not comply or only partially complies, the extent and reason for non compliance
Section 2 Conditions of Participation		
Section 5 Tender Format		
Section 3 Tender Conditions		
Section 7 Draft Contract, including all Schedules		

Section 5 Annex 5 – Technical Proposal

1. TECHNICAL PROPOSAL FORMAT

Instructions

- 1.1 Tenderers must provide the information required in this Clause 1 in their Technical Proposal.

Statement Addressing the Technical Criteria

- 1.2 This statement should not exceed the number of pages specified in Section 1 (Tender Particulars) (including any tables and diagrams) and should individually address each Technical Criteria detailed in Section 4.

Past Experience Forms

- 1.3 Up to four (4) Past Experience Forms in the format of Table 1 below and in accordance with Section 3 (Tender Conditions) Clause 8.4 (Nominated Referees). The completed form for each activity should not exceed the number of pages specified in Section 1 (Tender Particulars).

Table 1: Past Experience Form

Activity Name:			
Activity Value:			
Activity Location(s):			
Activity Duration:			
Year Completed:			
Brief description of the activity and the Organisation's role:			
Brief description of activity outcomes:			
Statement of the similarities between this activity and the requirements of the activity currently being tendered and how this activity supports your statements addressing the Technical Selection Criteria:			
Nominated Referees:			
1. Name:		2. Name:	
Address:		Address:	
Email:		Email:	
Phone:		Phone:	

SECTION 6 –SCOPE OF SERVICES**Global Education Project- Victoria****1. BACKGROUND**

- 1.1 The Global Education Project will undertake pre-service and teacher professional learning programs in the understanding and teaching of global education in Victoria (VIC). The project will encourage the teaching of global issues within the formal education system.

Objective

- 1.2 The objective of this Project is to raise awareness and understanding among school students in Victoria of international issues, development and poverty and to prepare them to live in an increasingly globalised world and to be active citizens shaping better futures.

Strategy

- 1.3 The strategy of the Project is to increase the amount and quality of teaching of global education in schools through promoting a sound understanding of global education among teachers and providing them with the necessary skills and resources.
- 1.4 The strategy will result in:
- (a) Better and more extensive teaching of global education in Victoria classrooms; and
 - (b) School curriculum leaders incorporating global education or a global perspective where appropriate in their curriculum.

Components

- 1.5 The Project has two components:
- (a) Pre-service Teacher Training; and
 - (b) Teacher professional development.

2. TERM OF CONTRACT

- 2.1 The Contractor must commence the Services in 1 November 2009 and complete the Services no later than 31 January 2011.
- 2.2 The Contractor grants AusAID an option to extend the term of the Contract for a period of up to two (2) years. This option is exercisable at AusAID's sole discretion.
- 2.3 AusAID will notify the Contractor in writing of its decision in relation to the option to extend at least ninety (90) days before the end of the Contract. Prior to being advised of AusAID's decision, the Contractor is to reflect the possible extended contract period in planning but should not commit funds into any years beyond the Contract

end date. If the option to extend is exercised by AusAID the contract will be amended to cover an agreed extension period.

3. SERVICES

- 3.1 The Contractor shall perform the following services in accordance with the terms and condition of the Contract:

Preservice Teacher training

- (a) Develop and implement a number of strategies for the teaching of pre-service students in teacher training courses including but not limited to:
 - (i) Conduct continued development and inclusion of lectures, tutorials and assessment on global education;
 - (ii) Inform pre-service teaching students on the resources available for teaching about global development issues;
 - (iii) Provide support for pre-service students in developing units of work;
 - (iv) Provide support to lectures to incorporate global perspectives in their work with students;
 - (v) Develop strategies to introduce global education, across the range of tertiary institutions offering teacher training education programs; and
 - (vi) Advise AusAID of new or additional strategies likely to enhance the effectiveness of the program.

Teacher Professional Learning

- (b) Develop and implement a range of strategies for the provision of teacher professional learning to facilitate the development of a global perspective.
- (c) Conduct a program of global education workshops to be held in metropolitan and regional centres focusing on:
 - (i) A program for primary and secondary teachers focussing on strategies for incorporating a global perspective into the classroom;
 - (ii) A number of sessions highlighting the diversity of resources available for enhancing teaching about global development issues at both primary and secondary levels;
 - (iii) Workshops available for Department of Education, independent and Catholic teachers;
 - (iv) Working with individual and /or small groups of teachers on planning and presenting global education issues in the classroom;
 - (v) The promotion of a whole school approach to the inclusion of a global perspective across all aspects of the curriculum;

- (vi) The support of local facilitators who would implement training within their region, school or faculty;
- (vii) Inform AusAID of new or additional strategies considered likely to enhance the effectiveness of the Program; and
- (viii) Undertake an ongoing evaluation to test the effectiveness of the professional development program.

Global Education website

- (d) Liaise with identified contacts for the Global Education Website www.globaleducation.edna.edu.au to:
 - (i) incorporate the website into the professional development program where appropriate;
 - (ii) keep the Website Program aware of Project.;
 - (iii) familiarise teachers with the website;
 - (iv) promote the website through project activity; and
 - (v) advise of appropriate material and links for consideration of inclusion on the website.

Meetings

- (e) Organise and participate in six monthly meetings with AusAID, at dates to be determined.

4. REPORTING REQUIREMENTS

4.1 The Contractor must provide the following reports by the date, in the format and the number of copies indicated:

- (a) **Work Plan – Year 1** for the 2010 calendar year by 1 December 2009 (advised), the work plan must provide a program for the following year. The continuance of the program each year shall be dependent on acceptance by AusAID of the program detailed in the work plan ;
- (b) **Work Plan – Year 2**, for the 2011 calendar year, by 1 December 2010; the work plan must provide a program for the following year. The continuance of the program each year shall be dependent on acceptance by AusAID of the program detailed in the work plan
- (c) **Quarterly Progress Reports** on program activities, including an updated work plan if requested by AusAID, to be submitted by 31 March, 30 June and 30 September each year.
- (d) **Annual Report** on each years progress to be submitted by 31 December each year (this is not required in final year of Activity); and

- (e) **Program Completion Report** by 31 December 2011.

4.2 All reports must:

- (a) Be provided in accordance with the specifications under Standard Conditions Clause headed “Reports”
- (b) Be accurate and not misleading in any respect;
- (c) Be prepared as directed in writing by AusAID;
- (d) Allow AusAID to properly assess progress under the contract;
- (e) Be provided in the format and on the media approved or requested by AusAID;
- (f) Not incorporate either the AusAID or the Contractor’s logo;
- (g) Be provided at the time specified in this Schedule; and
- (h) Incorporate sufficient information which allows AusAID to monitor and assess the success of the Services in achieving the objectives of AusAID’s policy framework.

5. **QUALITY ASSURANCE**

5.1 The Contractor is expected to work in ways consistent with:

- (a) the principles, lessons learned, approaches and systems identified throughout this Contract; and
- (b) current AusAID policies on development practice.

5.2 The Contractor must download the following AusAID policy documents including:

- (a) Performance Assessment and Evaluation policy;
- (b) Gender equality in Australia’s aid program – why and how;
- (c) Development for all- towards disability – inclusive Australian aid program 2009-2014; and
- (d) Child Protection Policy.

In the event that the above documents cannot be obtained from the AusAID internet site the Contractor must advise the AusAID contact person who will provide the Contractor with the documents.

6. **CONTRACT PERFORMANCE ASSESSMENT**

6.1 Performance Assessment of the Contractor will be as per the Contract Performance Assessment form shown as Schedule 5 of this Contract.

SECTION 7 –DRAFT CONTRACT

***Note:** The Draft Contract is a separate electronic document.*

DRAFT CONTRACT

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development

ABN 62 921 558 838

and

| CONTRACTOR'S NAME

ABN XX XXX XXX XXX |

FOR

| Global Education Program - Victoria |

AusAID AGREEMENT NO | 51033 |

CONTRACT made _____ day of _____

BETWEEN:

COMMONWEALTH OF AUSTRALIA represented by the Australian Agency for International Development ("**AusAID**") of the Department of Foreign Affairs and Trade.

AND

Contractor's Name, ABN xx xxx xxx xxx of Street Address (the "**Contractor**").

RECITALS:

- A. AusAID requires the provision of certain Services for the purposes of **Global Education Program - New South Wales** (the "**Project**").
- B. The Contractor has expertise in the provision of the Services and has offered to provide the Services to AusAID subject to the terms and conditions specified in this Contract.

OPERATIVE:

AusAID and the Contractor promise to carry out and complete their respective obligations in accordance with the attached Parts A and B and the Schedules.

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA
 represented by the Australian Agency for
 International Development by:

)
)
)
)

 Signature of FMA Act s.44 Delegate

Name _____

Name

Position, Section _____

Position, Section

In the presence of:

 Signature of witness

 Name of witness
 (Print)

SIGNED for and on behalf of
Contractor's Name by:

||
||

 Signature of director or **Contractor**

||
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 Signature of director/secretary or **Witness**

 Name of director or **Contractor**
 (Print)

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 Name of director/secretary or **Witness**
 (Print)

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SCHEDULE 1 – SCOPE OF SERVICES

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PART A – STANDARD CONTRACT CONDITIONS

1. INTERPRETATION

1.1 Definitions

In this Contract, unless the context otherwise requires:

"APS Code of Conduct" refers to the code of conduct of the Australian Public Service (for details visit the Internet website address: www.apsc.gov.au).

"APS Values" refers to the values of the Australian Public Service (for details visit the Internet website address: www.apsc.gov.au).

"Auditor-General" has the meaning set out in the *Auditor-General Act 1997*.

"AusAID Confidential Information" means information that:

- (a) is designated by AusAID as confidential; or
- (b) the Contractor knows or ought to know is confidential;
- (c) is comprised in or relating to the Contract Material, the Data, any Intellectual Property of AusAID or third parties where the third party Intellectual Property is made available by or on behalf of AusAID, or the internal management and structure of the Department of Foreign Affairs and Trade, AusAID or the Commonwealth of Australia;
- (d) is Personal Information under the *Privacy Act 1988* (Cth),

but does not include this Contract or information which:

- (e) is or becomes public knowledge other than by breach of this Contract or any other confidentiality obligation; or
- (f) has been independently developed or acquired by the Contractor, as established by written evidence.

"Business Day" means a day on which AusAID is open for business.

"Commonwealth" means Commonwealth of Australia or AusAID, as appropriate.

"Contract" means this agreement including all Parts, the Schedules and any annexes.

"Contract Conditions" means the provisions contained in Part A **"Standard Conditions"** and Part B **"Project Specific Conditions"** of the Contract excluding the Schedules and any annexes.

"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.

"Contractor Personnel" means personnel either employed or engaged by the Contractor on a sub-contract basis or agents of the Contractor engaged in the provision of the Services.

"Control" has the meaning given to that term in the *Corporations Act* 2001.

"Cost" or **"Costs"** means any actual costs or expenses.

"Data" includes any information provided to the Contractor under this Contract from any source, or collected or created by the Contractor in connection with the Services, whether in magnetic, electronic, hardcopy or any other form.

"document" includes:

- (a) any paper or other material on which there is writing or printing or on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and
- (b) a disc, tape or other article, or any material, from which sounds, images, writings or messages are capable of being reproduced with or without the aid of any other article or device.

"Fees" means the fees for the Services, as the fees are set out in **Schedule 2**, including Reimbursable Costs.

"Force Majeure Event" means any of the following where they are beyond the reasonable control of the Contractor or AusAID and where they make it impossible to perform the Contract obligation:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (b) acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo;
- (c) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, or military usurped power, or civil war; and
- (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosion, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

"GST" means the goods and services tax imposed by *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"Intellectual Property" means business names, copyrights, patents, trade marks, service marks, trade names, designs, and similar industrial, commercial and intellectual property.

"Loss" or **"Losses"** means any loss, damage, liability, cost or expense including legal expenses on a solicitor and own client basis.

"MOU" or **"Treaty"** (if any) means the Memorandum of Understanding or Treaty including any related **"Subsidiary Arrangement"** entered into between AusAID and the government

of the Partner Country which deals with a number of governmental arrangements relevant to this Contract.

"**NAA**" means National Archives of Australia.

"**Partner Country**" means the country (other than Australia) in which the Services are to be delivered in whole or in part.

"**Party**" means AusAID or the Contractor.

"**Payment Milestone**" means a milestone identified in Schedule 2 for which the Contractor is entitled to receive a payment in accordance with the Contract.

"**Personal Information**" means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, as set out in section 6 of the *Privacy Act 1988* (Cth).

"**Prior Material**" means all material developed by the Contractor or a third party independently from the Services whether before or after commencement of any Services.

"**Privacy Commissioner**" means the person so named in section 19 of the *Privacy Act 1988* (Cth).

"**Project Specific Conditions**" means Contract Conditions in Part B of this Contract.

"**Reimbursable Costs**" means any costs incurred by the Contractor for which AusAID shall reimburse the Contractor as specified in **Schedule 2**.

"**Services**" means the services described in **Schedule 1** together with any supplies or materials incidental to the services.

"**Specified Acts**" means classes or types of acts or omissions performed by or on behalf of AusAID which would infringe an author's right of attribution, or integrity, of authorship but does not include those which would infringe an author's right not to have authorship falsely attributed.

"**Standard Conditions**" means Contract Conditions in Part A of this Contract.

"**Supplies**" means goods provided to the Partner Country by the Contractor during the course of the Project as required by this Contract.

"**Tax**" means any income tax, capital gains tax, recoupment tax, land tax, sales tax, payroll tax, fringe benefits tax, group tax, profit tax, interest tax, property tax, undistributed profits tax, withholding tax, goods and services tax, consumption tax, value added tax, municipal rates, stamp duties and other fees, levies and impositions, assessed or charged, or assessable or chargeable by or payable to any governmental taxation or excise authority and includes any additional tax, interest, penalty, charge, fee or other amount imposed or made on or in relation to a failure to file a relevant return or to pay the relevant tax.

1.2 General

In this Contract, including the recitals, unless the context otherwise requires:

- (a) the contractual obligations of the Parties must be interpreted and performed in accordance with the Contract as a whole;
- (b) Contract clause headings, except for this clause are for convenience only and shall not be taken into consideration in the interpretation or construction of the Contract;
- (c) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (d) a word denoting the singular number includes the plural number and vice versa;
- (e) a word denoting an individual or person includes a corporation, firm, authority, body politic, government or governmental authority and vice versa;
- (f) a word denoting a gender includes all genders;
- (g) a reference to a recital, clause, Schedule or annexure is to a recital, clause, Schedule or annexure of or to this Contract;
- (h) where used in the Contract the words “including” or “includes” will be read as “including, without limitation” or “includes, without limitation” (as the case may be);
- (i) a reference to any contract or document is to that contract or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (j) “shall” and “must” denote an equivalent positive obligation; and
- (k) a reference to any Party to this Contract, or any other document or arrangement, includes that Party's executors, administrators, substitutes, successors and permitted assigns.

1.3 Counterparts of the Contract

This Contract may be executed in any number of counterparts and by the different Parties on different counterparts, each of which constitutes an original Contract. In the event of any discrepancy between the Parties' versions of the Contract, the Contract held by AusAID as the original will prevail.

1.4 Contract prevails

If there is any inconsistency (whether expressly referred to or to be implied from the Contract or otherwise) between the Contract Conditions and the provisions in the Schedules, the Schedules are to be read subject to the Contract Conditions and the Contract Conditions prevail to the extent of the inconsistency.

1.5 Inconsistency

If there is any inconsistency (whether expressly or to be implied from the Contract or otherwise) between the Project Specific Conditions and the Standard Conditions, the Project Specific Conditions are to be read subject to the Standard Conditions and the Standard

Conditions prevail to the extent of the inconsistency, unless explicitly amended in the Project Specific Conditions.

2. PROVISION OF SERVICES

2.1 In providing the Services, the Contractor must:

- (a) perform the Services at minimum to a standard which would be expected of a competent, experienced and professional contractor in like position to that of the Contractor under this Contract;
- (b) accept and implement AusAID's reasonable directions in relation to the management of the Project;
- (c) conduct itself in a manner consistent with the *Public Service Act 1999*, and in accordance with *APS Values* and the *APS Code of Conduct*;
- (d) subject to any flexibility permitted in the Contract, ensure all timing obligations included in the Contract are fully met;
- (e) perform the Services in a manner which, as far as possible, establishes and maintains a harmonious, cooperative and effective working relationship with stakeholders and any personnel from the Partner Country involved in the Project;
- (f) not share information known as a result of their work on, or relationship to, the Project in a way that a reasonable person could foresee may be detrimental to the relationship between the Australian and Partner Governments;
- (g) provide adequate support resources to secure the aims and objectives of the Project; and
- (h) seek to improve the quality, effectiveness and efficiency of the Services at every opportunity.

2.2 Without limiting its other obligations and liabilities under this Contract, the Contractor must remedy at its cost any failure to comply with its obligations to perform the Services in accordance with this Contract as soon as practicable after becoming aware of the failure.

2.3 The Contractor shall not by virtue of this Contract be, or for any purpose be deemed to be, and must not represent itself as being, an employee, partner or agent of AusAID.

3. NON-EXCLUSIVITY

3.1 The Contractor may not be the exclusive provider of services to AusAID similar to those provided under this Contract.

3.2 The Contractor must cooperate with any other service provider appointed by AusAID to ensure the integrated and efficient carrying on of the Project and must provide such reasonable assistance to other service providers as AusAID may reasonably request.

4. CONTRACT AMENDMENTS AND VARIATION

4.1 The Contractor must not do anything that amounts to a variation of this Contract in whole or in part otherwise than in accordance with this clause.

Contract Amendment

- 4.2 Changes to Contract Conditions or significant changes to the Services that require substantial negotiation shall not be legally binding upon either party unless agreed in writing and signed by both Parties in the form of a Deed of Contract Amendment.

Contract Variation

- 4.3 AusAID or the Contractor may propose variations to the manner of providing the Services or changes to the Project, at any time for the purpose of improving the delivery of the Services or, the efficiency, cost-effectiveness and development impact of the Services. These changes shall be subject to a “Variation Order”.
- 4.4 If AusAID decides to implement a proposal for variation under this clause, implementation shall be effected by issuing a Variation Order in the form of **Schedule 4A** and subject to the appropriate rates and fees detailed in **Schedule 2**.
- 4.5 No proposed variation must take effect unless it is in writing, titled a Variation Order and signed by AusAID. A summary of changes effected by Variation Orders will be maintained in the form set out in **Schedule 4B** (Variation Summary Schedule).

5. EXTENSION OF TIME

- 5.1 Subject to **Clause 5.6 below** neither AusAID nor the Contractor shall be in breach of the Contract to the extent that performance of their Contract obligations is prevented by any of the following causes (“**Relevant Causes**”) that arise during the term of the Contract:
- (a) a Force Majeure Event;
 - (b) a significant change in circumstances beyond the control of the Contractor;
 - (c) an Australia-wide or Partner Country-wide industrial dispute; or
 - (d) a change in the laws of Australia or the Partner Country that directly impacts on the provision of the Services.
- 5.2 Where in the Contractor’s reasonable opinion there is likely to be a delay in the Contractor’s discharging an obligation under the Contract because of a Relevant Cause the Contractor must:
- (a) immediately notify AusAID in writing when the Contractor considers any event or circumstance may cause a delay and the estimated period of delay or likely period of delay;
 - (b) give details of the likely effect on the Project and any Contractual implications;
 - (c) take all reasonable steps to mitigate the effects of any delay and make written recommendations of additional strategies to avoid or mitigate the effects of the event;
 - (d) request in writing an extension of time which the Contractor considers reasonable in all the circumstances in the form of a Variation Order in accordance with **Clause 4.3 above**; and

- (e) use its best endeavours to continue to perform its obligations under the Contract.
- 5.3 AusAID must give consideration to the Contractor's recommendations and request for an extension of time and as soon as practicable after receiving the request notify the Contractor in writing whether it has determined that a Relevant Cause has occurred and whether all or part of the request has been granted. AusAID's approval of a request may be granted subject to conditions.
- 5.4 If AusAID approves in writing a request, the approval should be titled a "Variation Order" and recorded in the Variation Schedule, **Schedule 4B** (Variation Summary Schedule). The Contract shall be deemed to have been varied accordingly.
- 5.5 Even if the Contractor has not given notice under **Clause 5.2 above**, where AusAID considers that a delay has arisen, in whole or in part, because of an act or omission on the part of AusAID, its employees or agents, AusAID may, by notice in writing to the Contractor, extend the time for performance of the relevant obligation of the Contractor.
- 5.6 Where AusAID has determined that a Relevant Cause has occurred, and the Contractor's inability to perform its obligations due to a Relevant Cause exceeds 45 Business Days, AusAID may:
 - (a) notify the Contractor that the Contract is suspended for a specified period of time; or
 - (b) delete part of the Services; or
 - (c) immediately or thereafter terminate the Contract in whole or in part by providing notice in writing to the Contractor.
- 5.7 A notice of suspension, deletion or termination of the Contract under **Clause 5.6 above** takes effect on the date that the notification is received by the Contractor.
- 5.8 In the event of suspension, deletion or termination of Services or the Contract under **Clause 5.6 above** the Contractor may claim, Fees for Services performed as payable under **Schedule 2**, prior to the date of suspension, deletion or termination, on a pro rata basis and Costs that are reasonably and properly incurred by the Contractor in connection with the Contract to the extent to which those Costs are unavoidable as a direct consequence of the suspension, deletion or termination of the Contract in accordance with this clause. Any Cost must be substantiated to AusAID and must not include loss of profits or any other form of expectation loss.
- 6. **ACCOUNTS AND RECORDS**
- 6.1 The Contractor must at all times maintain full, true, separate and up-to-date accounts and records in relation to the Fees, Supplies and the Services, including those involving foreign exchange transactions.
- 6.2 Accounts and records must be provided for inspection by AusAID immediately upon the request of AusAID.
- 6.3 The accounts and records must be held for the term of this Contract and for a period of seven (7) years from the date of expiry or termination of this Contract.
- 6.4 The Contractor must maintain up-to-date records of the names of all sub-contractors engaged by the Contractor to perform any part of the Services. If requested by AusAID, the

Contractor must, within five (5) working days, provide to AusAID a copy of the records of sub-contractors' names, in the format specified by AusAID. Sub-contracts must include the right of AusAID to disclose the name of the sub-contractor, in accordance with **Clause 15** (AusAID Use of Contract Information) **below**.

7. REPORTS

- 7.1 The Contractor must ensure that all reports required in accordance with **Schedule 1**, provide the information required and conform with the quality and format requirements specified.
- 7.2 The Contractor is responsible for any extra costs occasioned by any clarifications, discrepancies, errors or omissions in reports provided to AusAID or other information supplied in writing by the Contractor, provided such discrepancies, errors or omissions are not due to inaccurate information supplied in writing to the Contractor by AusAID.
- 7.3 AusAID may reject and withhold payment of Fees for any report which does not conform to the requirements of the Contract until the Contractor rectifies the report.

8. ACCESS TO THE CONTRACTOR'S PREMISES, DATA AND RECORDS

- 8.1 The Contractor must grant AusAID and/or its nominees (including the Auditor-General or the Privacy Commissioner or their delegates), access to the Contractor's premises, the Data, records, accounts and other financial material or material relevant to the Services, however and wherever stored, in the Contractor's or its sub-contractors' custody, possession or control, for inspection and copying.
- 8.2 Such access must be available to AusAID and its nominees:
 - (a) during the hours of 9 am and 5 pm on a Business Day;
 - (b) except in the case of a breach of this Contract, subject to reasonable prior notice; and
 - (c) at no additional charge to AusAID.
- 8.3 In the case of documents or records stored on a medium other than in writing, the Contractor must make available on request such reasonable facilities as may be necessary to enable a legible reproduction to be created at no additional cost to AusAID.
- 8.4 This clause applies for the term of this Contract and for a period of seven (7) years from the date of its expiration or termination.

9. PAYMENT

- 9.1 AusAID must make payment of the Fees within 30 days of:
 - (a) AusAID's acceptance in writing of the satisfactory completion of the Services or relevant Payment Milestone as specified in **Schedule 2**; and
 - (b) receipt of a correctly rendered invoice.
- 9.2 It is AusAID corporate practice to inform Contractors as soon as reasonably possible, and in any case within 30 days of receipt of notice of the completion of an identified output or provision of a report whether or not that output or report is accepted.

- 9.3 The Fees are fixed for the term of the Contract unless varied in accordance with the Contract.
- 9.4 No invoice for any period is to be submitted before the provision of any reports required by the Contract for the relevant period.
- 9.5 Subject to the Contract AusAID shall pay Reimbursable Costs within 30 days of receipt of a correctly-rendered invoice.
- 9.6 An invoice is correctly rendered if:
- (a) the invoice details all Services provided against the Fees and records the amount payable in respect of each category of Services described in the Contract;
 - (b) the invoice is based upon the calculation of Fees referred to in **Schedule 2**; and
 - (c) an authorised representative of the Contractor has certified that the invoice:
 - (i) has been correctly calculated;
 - (ii) that the Services included in it have been performed in accordance with this Contract; and
 - (iii) in the case of Reimbursable Costs that these costs have been paid.
- 9.7 If an invoice is found to have been rendered incorrectly, any underpayment or overpayment shall be recoverable by or from the Contractor, as the case may be and, without limiting recourse to other available remedies may be offset against any amount subsequently due from AusAID to the Contractor.
- 9.8 A payment by AusAID is not an admission of liability. In the event that AusAID makes a payment for the completion of a Payment Milestone or the procurement of Supplies or inputs that AusAID subsequently learns have not been completed to the quality or performance specifications required or provided as required, the payment shall be deemed an overpayment and recoverable from the Contractor. Without limiting recourse to other available remedies the overpayment may be offset against any amount subsequently due to the Contractor.
- 9.9 AusAID need not pay an amount that is disputed in good faith by AusAID until the dispute is resolved.
- 9.10 AusAID need not pay any amount due to the Contractor until the Contractor delivers to AusAID a written statement which satisfies the requirements of section 127 of the *Industrial Relations Act 1996* (NSW) or the requirements of similar State or Territory legislation, in relation to the payment of employees or sub-contractors of the Contractor who were engaged in the performance of the Contract.
- 9.11 Except as otherwise specified in this Contract, the Fees are inclusive of all costs, expenses, disbursements, levies and taxes and the actual costs and expenses incurred by the Contractor in providing the Services.
- 9.12 If the Contractor does not have an Australian Business Number (ABN), AusAID, in accordance with the relevant provisions of the Pay as You Go (PAYG) legislation, shall be

required to withhold a prescribed proportion of the amount payable to the Contractor under the Contract, unless the exceptions under Division 12 of the PAYG legislation apply.

AusAID is required by the PAYG legislation to withhold 46.5% of the total amount payable to Contractors who do not have an ABN. Contractors can provide AusAID with a completed “Statement by a Supplier” if they consider that they are covered by one of the exceptions under the legislation and therefore AusAID would not have to withhold any money. The Statement is available on the Australian Tax Office (ATO) website as a form in relation to ABNs:

<http://www.ato.gov.au/businesses/content.asp?doc=/content/38509.htm>

- 9.13 AusAID will make all amounts payable to the Contractor under this Contract into a bank account or accounts nominated by the Contractor. The Contractor must provide AusAID with the necessary details as soon as possible following execution of this Contract. Requests to change bank accounts must be provided to AusAID with 45 days notice.

10. GOODS AND SERVICES TAX

- 10.1 Except as provided by this clause, all taxes, duties and charges imposed or levied in Australia in connection with the performance of this Contract shall be borne by the Contractor or its sub-contractor(s), as the case requires.
- 10.2 The amount shown against each item in **Schedule 2** is the ‘value’ of the ‘periodic supplies’ to be made under this Contract, as these terms are used in the *A New Tax System Act 1999* (Cth).
- 10.3 The amount payable under the Contract for each supply listed in **Schedule 2** is the value of that supply plus any GST payable by the Contractor under the GST legislation. Payment by AusAID to the Contractor of the GST shall be subject to the Contractor providing AusAID with a valid Tax Invoice issued in accordance with the relevant provisions of the GST legislation and regulations.
- 10.4 The total amount of GST payable by the Contractor, and for which the Contractor seeks payment from AusAID, in respect of any supply shall be shown as a separate item on the Tax Invoice.
- 10.5 AusAID shall not pay to the Contractor any amount referable to GST, except as provided in this clause.

11. REDUCTION IN FEES FOR NON-PERFORMANCE

- 11.1 If the Contractor fails to supply the Services in accordance with the Contract, the Fees shall be reduced to cover the reduced level of Services rendered to AusAID or loss or damage suffered by AusAID (as appropriate) because of that failure as is reasonably assessed by AusAID.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 Subject to **Clause 12.2**, the title to all Intellectual Property rights in or in relation to Contract Material shall vest upon its creation in AusAID. If required by AusAID, the Contractor must bring into existence, sign, execute or otherwise deal with any document which may be necessary to enable the vesting of such title or rights in AusAID.

- 12.2 **Clause 12.1** does not affect the ownership of Intellectual Property in any Prior Material incorporated into the Contract Material, but the Contractor grants to AusAID a permanent, irrevocable, royalty-free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Prior Material in conjunction with the Contract Material. The licence granted under this **Clause 12.2** includes the right of AusAID to sub-licence any of its employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Prior Material incorporated into the Contract Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, AusAID.
- 12.3 The Contractor warrants that any use of Contract Material by AusAID or others will not infringe any moral rights of authors with regards to the rights of attribution and integrity of authorship or the right against false attribution.
- 12.4 The Contractor must ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Contract.

13. **CONFIDENTIALITY**

- 13.1 Subject to this clause, the Contractor must not, without the prior written approval of AusAID, make public or disclose to any person any AusAID Confidential Information. In giving written approval, AusAID may impose such terms and conditions as in AusAID's opinion are appropriate.
- 13.2 The Contractor must ensure that any Contract Personnel who will have access to AusAID Confidential Information complete a written undertaking in the form set out at **Schedule 3**, relating to the non-disclosure of that information and forward those completed undertakings to AusAID in accordance with the Clause headed "Notices" in Part B.
- 13.3 This clause shall survive expiration or termination of this Contract.

14. **PRIVACY**

- 14.1 This clause applies only where the Contractor deals with Personal Information when, and for the purpose of, providing the Services.
- 14.2 In this clause, the terms 'agency', 'Information Privacy Principles' (IPPs), and 'National Privacy Principles' (NPPs) have the same meaning as they have in section 6 of the *Privacy Act 1988*.
- 14.3 The Contractor acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the *Privacy Act 1988* (the Privacy Act), and agrees in respect of the provision of the Services:
- (a) to use or disclose Personal Information obtained during the course of providing the Services, only for the purposes of this Contract;
 - (b) not to do any act or engage in any practice that would breach an Information Privacy Principle (IPP) contained in section 14 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that IPP;
 - (c) to carry out and discharge the obligations contained in the IPPs as if it were an agency under that Act;

- (d) to notify individuals whose Personal Information the Contractor holds, that complaints about acts or practices of the Contractor may be investigated by the Privacy Commissioner who has power to award compensation against the Contractor in appropriate circumstances;
- (e) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F of the Privacy Act (direct marketing), a NPP (particularly NPPs 7 to 10) where that section or NPP is applicable to the Contractor, unless:
 - (i) in the case of section 16F – the use or disclosure is necessary, directly or indirectly, to discharge an obligation under this Contract; or
 - (ii) in the case of a NPP – where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Contract, and the activity or practice which is authorized by this Contract is inconsistent with the NPP;
- (f) to disclose in writing to any person who asks, the content of the provisions of this Contract (if any) that are inconsistent with a NPP binding a party to this Contract;
- (g) to immediately notify AusAID if the Contractor becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause, whether by the Contractor or any subcontractor;
- (h) not to transfer such information outside Australia, except to the Partner Country, or to allow parties outside Australia or the Partner Country to have access to it, without the prior approval of AusAID; and
- (i) to ensure that any employee of the Contractor who is required to deal with Personal Information for the purposes of this Contract is made aware of the obligations of the Contractor set out in this clause.

14.4 The Contractor agrees to ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the Contractor has under this clause, including the requirement in relation to subcontracts.

14.5 The Contractor agrees to indemnify AusAID in respect of any loss, liability or expense suffered or incurred by AusAID which arises directly or indirectly from a breach of any of the obligations of the Contractor under this clause, or a subcontractor under the subcontract provisions referred to in **Clause 14.4**.

14.6 This clause shall survive expiration or termination of this Contract.

15. **AusAID USE OF CONTRACT INFORMATION**

15.1 AusAID may disclose matters relating to the Contract, including the Contract, and the details of sub-contractors specified in **Clause 6.4 (Accounts and Records)** above, except where such information may breach the *Privacy Act 1988*, to Commonwealth governmental departments and agencies, Commonwealth Ministers and Parliamentary Secretaries, and to the Commonwealth Parliament, including responding to requests for information from Parliamentary committees or inquiries.

15.2 This clause shall survive termination or expiration of the Contract.

16. PUBLICITY

- 16.1 The Contractor must not make any press, media or other announcements or releases relating to this Contract and the Services without the prior approval of AusAID Public Affairs Group as to the form, content and manner of the announcement or release.
- 16.2 The Contractor is encouraged to identify and implement appropriate opportunities for publicising the Project.
- 16.3 The Contractor must acknowledge the Australian Government contribution in publicity of any form relating to the Project. The Contractor must only use the Australian Government/AusAID logo (in-line version) to denote association with Australia, the Australian Government or AusAID in any publicity or other project related materials. The Contractor must comply with the “AusAID Logo Guidelines for Managing Contractors” at all times, including when advertising for sub-contractors or personnel. The Guidelines are available from the AusAID Business website.

17. TERMINATION FOR CONTRACTOR DEFAULT

- 17.1 In addition to any other rights or remedies it has at law or in equity or under this Contract, AusAID may, immediately terminate this Contract, with effect from the date in the notice, if the Contractor:
- (a) commits a breach of this Contract and:
 - (i) that breach is not capable of remedy;
 - (ii) fails to remedy that breach within [5] Business Days (or such further time as AusAID may, in its absolute discretion, specify), after receiving a notice from AusAID requiring the Contractor to remedy the breach; or
 - (iii) does not commence to remedy that breach, within a reasonable time (having regard to the nature of the breach) after being given notice by AusAID requiring the Contractor to remedy the breach;
 - (b) becomes, or in AusAID's reasonable opinion is likely to become, bankrupt, insolvent or otherwise financially unable to fulfil its obligations under this Contract;
 - (c) becomes subject to one of the forms of external administration provided for in Chapter 5 of the *Corporations Act 2001*;
 - (d) is wound up by resolution or an order of the court;
 - (e) ceases to carry on business;
 - (f) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors or has a receiver and manager appointed on behalf of debenture holders or creditors;
 - (g) suffers any execution against its assets having, or which in AusAID's reasonable opinion is likely to have, an adverse effect on its ability to perform this Contract;

- (h) ceases to hold any licence, qualification, approval, authority or consent required for the Contractor to comply with its obligations under this Contract (except to the extent that this is outside the Contractor's reasonable control);
- (i) assigns its rights otherwise than in accordance with the requirements of this Contract; or
- (j) suffers a change in Control which in AusAID's reasonable opinion may adversely affect the Contractor's ability to perform the Services under this Contract.

17.2 If this Contract is terminated under this Clause 17:

- (a) subject to this Contract, the parties are relieved from future performance of this Contract, without prejudice to any right of action that has accrued at the date of termination;
- (b) subject to this Contract, all licences and authorisations granted to the Contractor by AusAID under this Contract terminate immediately despite anything to the contrary contained in the relevant licence or authorisation;
- (c) the AusAID Confidential Information, Supplies and any other property supplied or given to the Contractor by AusAID pursuant to this Contract must be immediately returned to AusAID;
- (d) AusAID is not obliged to make any further payments (including the payment of Fees) to the Contractor. However, AusAID may, in its absolute discretion, consider making a payment to the Contractor in such amount and upon such terms as AusAID determines is appropriate in the circumstances; and
- (e) the Contractor will indemnify and hold AusAID harmless against any Losses, costs and expenses arising out of or in connection with the termination or any breach of this Contract by the Contractor (including those arising from affected subcontracts).

18. TERMINATION FOR CONVENIENCE

18.1 In addition to any other rights or remedies it has at law or in equity or under this Contract, AusAID may, by notice in writing to the Contractor, terminate or reduce the scope of this Contract from the time specified in the notice (and without the need to give further notice) and, in that event, AusAID may give to the Contractor such directions as it thinks fit in relation to subsequent performance of this Contract.

18.2 Where notice is given under **Clause 18.1** the Contractor must:

- (a) comply with all directions given by AusAID;
- (b) cease or reduce (as applicable) the performance of work under the Contract; and
- (c) immediately do everything possible to mitigate its Losses, and all other loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination (including those arising from affected subcontracts) arising in consequence of termination of this Contract under this **Clause 18**.

18.3 In the event of termination or reduction in scope under this **Clause 18**, subject to **Clause 18.4**, AusAID will only be liable to the Contractor for:

- (a) Fees, as payable under **Schedule 2**, for Services performed prior to the termination, on a pro rata basis; and
- (b) Costs that are:
 - (i) directly attributable to the termination or reduction in scope of this Contract; and
 - (ii) in AusAID's opinion, reasonably and properly incurred by the Contractor in connection with the Contract,

to the extent that such Costs are substantiated to AusAID.

18.4 AusAID is not liable for any loss of profits or any other form of expectation loss arising out of, or in connection with, the termination or reduction in scope of this Contract under this **Clause 18**.

19. INDEMNITY

19.1 The Contractor must at all times indemnify AusAID, its employees, agents and contractors (except the Contractor) ("**those indemnified**") from and against any Loss or liability whatsoever suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such Loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Contractor, or any Contractor Personnel in connection with this Contract.

19.2 The Contractor agrees that AusAID may enforce the indemnity in favour of the persons specified in **Clause 19.1 above** for the benefit of each of such persons in the name of AusAID or of such persons.

19.3 The indemnity in this clause is reduced to the extent that the Loss or Liability is directly caused by AusAID, its employees or contractors (except the Contractor), as substantiated by the Contractor.

19.4 The Contractor is responsible for all risks associated with the Data, the Supplies and any AusAID property while in the possession or control of the Contractor.

19.5 This indemnity shall survive termination or expiration of this Contract.

20. INSURANCE

20.1 The Contractor must arrange and maintain for the duration of the Contract:

- (a) adequate medical and dental insurance for Contractor Personnel who are engaged to operate outside their country of permanent residence; and
- (b) adequate insurance for medical evacuation and evacuation resulting from an insured event for all Contractor Personnel.

20.2 The Contractor must, within 14 days after a request by AusAID, provide for any insurance policy: a certificate of currency, a list of exclusions; and the amount of excess payable.

20.3 Neither the effecting of insurance nor any failure to effect such insurance shall in any way limit, reduce or otherwise affect any of the obligations, responsibilities and liabilities of the Contractor under the other provisions of this Contract or at law.

- 20.4 In the event of an insurance claim any deductible/excess payable shall be the responsibility of the Contractor.

21. CONFLICT OF INTEREST

- 21.1 The Contractor warrants that, at the date of signing this Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract.
- 21.2 The Contractor must use best endeavours to ensure that a situation does not arise which may result in a conflict of interest. Where a conflict of interest, or a potential conflict of interest, arises in the performance of the Contractor's obligations under this Contract, the Contractor must notify AusAID immediately, and may request permission from AusAID to undertake the work despite that conflict of interest.

22. FRAUD

- 22.1 For the purpose of this clause, 'fraudulent activity' or 'fraud' means: Dishonestly obtaining a benefit by deception or other means.
- 22.2 The Contractor and its subcontractors must not engage in any fraudulent activity. The Contractor is responsible for preventing and detecting fraud.
- 22.3 The Contractor must report in writing within 5 working days to AusAID any detected, suspected, or attempted fraudulent activity involving the Services. AusAID may direct the Contractor to investigate the alleged fraud and the Contractor must undertake an investigation at the Contractor's cost and in accordance with any directions or standards required by AusAID.
- 22.4 The obligations of the Contractor to investigate fraud in accordance with Clause 22.3 shall survive the expiration of this Contract.

23. EMPLOYEE ENTITLEMENTS

- 23.1 The Contractor warrants that, at the date of signing this Contract, neither the Contractor nor any of its agents or contractors has an unsettled judicial decision against it relating to employee entitlements.

24. COMPLIANCE WITH LAWS, GUIDELINES AND POLICIES

Freedom of Information

- 24.1 The *Freedom of Information Act 1982* gives members of the public rights of access to official documents of the Australian Government and its agencies. The *Freedom of Information Act 1982* extends, as far as possible, the right of the Australian community to access information (generally documents) in the possession of the Australian Government, limited only by considerations of 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.
- 24.2 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Freedom of Information Act 1982* on their participation in this RFT process and any subsequent contract.

Privacy

- 24.3 The *Privacy Act 1988* establishes a national scheme providing, through codes of practice adopted by private sector organisations and the National Privacy Principles, for the appropriate collection, holding, use, correction, disclosure and transfer of personal information by private sector organisations.
- 24.4 The Draft Contract provides that the Contractor will comply with the *Privacy Act 1988*, including the Information Privacy Principles and the National Privacy Principles whether or not the Contractor is an organisation subject to the *Privacy Act 1988*.
- 24.5 The Tenderers acknowledge that the *Privacy Act 1988* reflects the principles of the International Covenant on Civil and Political Rights and OECD Guidelines, in particular, the OECD Guidelines on the Protection of Privacy and Transborder Flows of Personal Data.
- 24.6 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Privacy Act 1988* on their participation in this RFT process and any subsequent contract.

Access by the Australian National Audit Office

- 24.7 Attention of Tenderers is drawn to the *Auditor-General Act 1997* which provides the Auditor-General, or an authorised person, with a right to have, at all reasonable times, access to information, documents and records.
- 24.8 In addition to the Auditor-General's powers under the *Auditor-General Act 1997*, the Draft Contract provides that the Contractor will provide the Auditor-General, or an authorised person, access to information, documents, records and agency assets, including those on the Contractor's premises. Such access will apply for the term of the contract and for a period of seven years from the date of expiration or termination.
- 24.9 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997* on their participation in the RFT process and any subsequent contract.

Access by Ombudsman

- 24.10 Attention of Tenderers is drawn to the *Ombudsman Act 1976* which gives Australians access to a government officer, known as an ombudsman, who investigates complaints from the public about government agencies and their operations and decisions, and reports on ways in which they may be resolved.
- 24.11 In addition to the ombudsman's powers under the *Ombudsman Act 1976*, the Draft Contract provides that the Contractor will provide the ombudsman, access to information, documents, records and agency assets, including those on the Contractor's premises. Such access will apply for the term of the contract and for a period of seven years from the date of expiration or termination.
- 24.12 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Ombudsman Act 1976* on their participation in the RFT process and any subsequent contract.

Other Australian Government and AusAID Policies

- 24.13 Tenderers should familiarise themselves with AusAID policies including:

- (a) the policy *Gender Equality in Australia's Aid Program – Why and How* (March 2007). This document is available on AusAID's website at <http://www.ausaid.gov.au/publications/default.cfm>;
- (b) AusAID's policy on the environment as set out in the *Environmental Management Guide for Australia's Aid Program*. This document is available on AusAID's website at <http://www.ausaid.gov.au/keyaid/envt.cfm>.
- (c) AusAID's *Child Protection Policy*, in particular the child protection compliance standards at Attachment 1 to the policy. This document is available on AusAID's website at <http://www.ausaid.gov.au/publications/default.cfm>
- (d) The strategy 'Development for All: Towards a Disability-Inclusive Australian Aid Program 2009-2014', and in particular the strategy's six guiding principles, located at http://www.ausaid.gov.au/publications/pdf/FINAL%20AusAID_Disability%20for%20All.pdf; and
- (e) any other policies published from time to time on <http://www.ausaid.gov.au> or as otherwise notified to Tenderers

25. RESOLUTION OF DISPUTES

- 25.1 The Parties undertake to use all reasonable efforts in good faith to resolve any disputes which arise between them in connection with this Contract. Subject to **Clause 9.9** and unless otherwise agreed by the Parties, the Parties shall at all times during the dispute proceed to fulfil their obligations under this Agreement.

26. NOTICES

26.1 A notice required or permitted to be given by one Party to another under this Contract must be in writing and is treated as having been duly given and received:

- (a) when delivered (if left at that Party's address);
- (b) on the third Business Day after posting (if sent by pre-paid mail); or
- (c) on the Business Day of transmission (if given by facsimile and sent to the facsimile receiver number of that Party and no intimation having been received that the notice had not been received, whether that intimation comes from that Party or from the operation of facsimile machinery or otherwise).

27. CONTRACTOR PERFORMANCE ASSESSMENT

27.1 The Contractor agrees that AusAID may issue a contractor performance assessment in relation to the Contract. The contractor performance assessment shall be substantially in accordance with the assessment sheet attached at Schedule 5. The Contractor shall sign and return the completed contractor performance assessment together with any response the Contractor wishes to include.

28. MISCELLANEOUS

28.1 Waiver

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred upon that Party by this Contract does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under this Contract.

28.2 Liability of Party

If any Party to this Contract consists of more than one person then the liability of those persons in all respects under this Contract is a joint liability of all those persons and a separate liability of each of those persons.

28.3 Entire agreement

This Contract constitutes the sole and entire agreement between the Parties and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Contract is of no force or effect.

28.4 Severance

If any provision of this Contract is invalid and not enforceable in accordance with its terms, other provisions that are self-sustaining and capable of separate enforcement with regard to the invalid provision, are and continue to be valid and enforceable in accordance with their terms.

28.5 Assignment

No Party may assign or transfer any of its rights or obligations under this Contract without the prior consent in writing of the other Party.

28.6 Governing Law and Jurisdiction

This Contract is governed by, and is to be construed in accordance with, the law of the Australian Capital Territory and the Parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory and any court hearing appeals from those courts.

28.7 Contra Proferentum

No rule of construction shall apply in the interpretation of this Contract to the disadvantage of one Party on the basis that such Party put forward or drafted this Contract or drafted any provision of this Contract.

28.8 False and Misleading Information

The Contractor acknowledges that it is aware that, in relation to section 137.1 of the *Commonwealth Criminal Code*, giving false or misleading information is a serious offence.

28.9 Anti-Corruption

The Contractor warrants that the Contractor shall not make or cause to be made, nor shall the Contractor receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt act, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Contract. In addition, the Contractor shall not bribe public officials and shall ensure that all Contractor Personnel comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Contract under Standard Conditions **Clause 17** by notice from AusAID.

PART B – PROJECT SPECIFIC CONTRACT CONDITIONS

In addition to the Standard Conditions detailed in Part A the following Project Specific Contract Conditions apply.

29. TERM OF THE CONTRACT

- 29.1 The term of this Contract commences upon execution by both parties being the date indicated at the front of this Contract and continues until all obligations under this Contract have been fulfilled or earlier notice of termination under this Contract
- 29.2 The Contractor must commence the Services no later than 1 November 2009 (“Services Commencement date”) and must complete the Services by 31 January 2011 (“Services Competition Date”)
- 29.3 The Contractor grants AusAID an option to extend the period of services for a period of up to two (2) years. This option is exercisable at AusAID’s sole discretion. The option must be exercised by notice in writing to the Contractor prior to the date of the services as specified in clause 30.2. If this option to extend is exercised, the Contractor shall continue to provide the services for the extended period on the terms and conditions contained in this Contract, except that this Clause 30.3 shall no longer apply.

30.4 The Contractor must complete the Services in accordance with **Schedule 1**.

30. NOTICES

- 30.1 For the purposes of the Standard Conditions Clause headed **Notices**, the address of a Party is the address set out below or another address of which that Party may from time to time give notice in writing to each other Party:

AusAID

To: AusAID

Attention: Arthur Burch
Program Manager, Communications Section

Postal Address: Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601 AUSTRALIA

Street Address: 255 London Cct
CANBERRA ACT 2601 AUSTRALIA

Contractor:

To: Contractor's Name

Attention: Contact Person

Postal Address: Postal Address

Street Address: Street Address

Facsimile: Fax

31. MEETINGS

- 31.1 The Contractor must attend meetings at times determined by AusAID to review or discuss the Contract including the following matters:
- (a) the general progress of the Project;
 - (b) matters arising from the Contractors reports to AusAID;
 - (c) any issues arising as a result of communication by either Party with stakeholders;
 - (d) any variations proposed to the Project including in relation to timing, whether or not any such variations have been agreed to by AusAID;
 - (e) Contract performance matters;
 - (f) the accuracy of invoices; and
 - (g) such other matters in relation to which either Party provides 7 days' notice in writing to the other Party.
- 31.2 The Contractor acknowledges and agrees that the costs of any meetings under this clause are included in the Fees. AusAID may determine the length of the meetings required, but AusAID expects that such meetings shall be for a maximum of 8 hours (excluding meal breaks).

32. CONTRACTOR PERSONNEL

- 32.1 The Contractor must ensure that Contractor Personnel are aware of, and must use its best endeavours to ensure Contractor Personnel comply with, the requirements of the Contract.
- 32.2 The Contractor must use their best endeavours to ensure that all Contractor Personnel conduct themselves in a manner consistent with the *Public Service Act 1999*, and in accordance with *APS Values* and the *APS Code of Conduct*.
- 32.3 The Contractor must not employ a currently serving Commonwealth employee in any capacity in connection with the Services without the prior written approval of AusAID.
- 32.4 AusAID may give notice to the Contractor requiring the Contractor to temporarily suspend from duty, or transfer to other duties, any Contractor Personnel who are under criminal or internal investigation in relation to child abuse or accessing or possessing child pornography. The Contractor must comply promptly with any such notice.
- 32.5 The Contractor must use its best endeavours to ensure that persons nominated as Contractor Personnel:
- (a) are of good fame and character;
 - (b) are properly qualified for the tasks they are to perform; and
 - (c) act in a fit and proper manner while they are carrying out work or performing duties under the Contract.

32.6 The Contractor must use its best endeavours to secure the availability of Contractor Personnel for the term of the Contract.

33. CHILD PROTECTION

33.1 The Contractor must comply with AusAID's Child Protection Compliance Standards, which are specified in Attachment 1 of AusAID's *Child Protection Policy* (<http://www.ausaid.gov.au/publications/pubs.cfm?Type=PubPolicyDocuments>). AusAID may audit the Contractor's compliance with AusAID's *Child protection policy* and child protection compliance standards. The Contractor must participate cooperatively in any reviews conducted by AusAID.

33.2 If the Child Protection Officer finds that the Contractor has failed to comply with AusAID's Child Protection Compliance Standards, the Contractor must promptly, and at the cost of the Contractor, take such actions as are required to ensure compliance with the Compliance Standards.

SCHEDULE 1 – SCOPE OF SERVICES

Global Education Project – Victoria

1. BACKGROUND

- 1.1 The Global Education Project will undertake pre-service and teacher professional learning in the understanding and teaching of global education in Victoria (VIC). The Project will encourage the teaching of global issues within the formal primary and secondary education system.

Objective

- 1.2 The objective of this Project is to raise awareness and understanding among primary and secondary school students in Victoria of international issues, development and poverty and to prepare them to live in an increasingly globalised world and to be active citizens shaping better futures.

Strategy

- 1.3 The strategy of the Project is to increase the amount and quality of teaching of global education in primary and secondary schools through promoting a sound understanding of global education among teachers and providing them with the necessary skills and resources.
- 1.4 The strategy will result in:
- (a) Better and more extensive teaching of global education in Victorian classrooms; and
 - (b) School curriculum leaders incorporating global education or a global perspective where appropriate in their curriculum.

Components

- 1.5 The Project has two components:
- (a) Pre-service Teacher Training; and
 - (b) Teacher professional development.

2. TERM OF THE SERVICES

- 2.1 The term of the services is specified in clause 30 (Term of the Contract) of part B of this Contract.
- 2.2 AusAID will notify the Contractor in writing of its decision in relation to the option to extend at least ninety (90) days before the end of the Contract. Prior to being advised of AusAID's decision, the Contractor is to reflect the possible extended contract period in planning but should not commit funds into any years beyond the Contract end date. If the option to extend is exercised by AusAID the contract will be amended to cover an agreed extension period.

3. SERVICES

- 3.1 The Contractor shall perform the following services in accordance with the terms and condition of the Contract:

Preservice Teacher training

- (a) Develop and implement a number of strategies for the teaching of pre-service students in teacher training courses including but not limited to:
 - (i) Conduct continued development and inclusion of lectures, tutorials and assessment on global education;
 - (ii) Inform pre-service teaching students on the resources available for teaching about global development issues;
 - (iii) Provide support for pre-service students in developing units of work;
 - (iv) Provide support to lectures to incorporate global perspectives in their work with students;
 - (v) Develop strategies to introduce global education, across the range of tertiary institutions offering teacher training education projects; and
 - (vi) Advise AusAID of new or additional strategies likely to enhance the effectiveness of the project.

Teacher Professional Learning

- (b) Develop and implement a range of strategies for the provision of teacher professional learning to facilitate the development of a global perspective.
- (c) Conduct a program of global education workshops to be held in metropolitan and regional centres focusing on:
 - (i) A project for primary and secondary school teachers focussing on strategies for incorporating a global perspective into the classroom;
 - (ii) A number of sessions highlighting the diversity of resources available for enhancing teaching about global development issues at both primary and secondary levels;
 - (iii) Workshops available for Department of Education, independent and Catholic schools;
 - (iv) Working with individual and /or small groups of teachers on planning and presenting global education issues in the classroom;
 - (v) The promotion of a whole school approach to the inclusion of a global perspective across all aspects of the curriculum;
 - (vi) The support of local facilitators who would implement training within their region, school or faculty;
 - (vii) Inform AusAID of new or additional strategies considered likely to enhance the effectiveness of the project; and

- (viii) Undertake an ongoing evaluation to test the effectiveness of the professional development project.

Global Education website

- (d) Liaise with identified contacts for the Global Education Website www.globaleducation.edna.edu.au to:
 - (i) incorporate the website into the professional development project where appropriate;
 - (ii) keep the Website Project aware of Project.;
 - (iii) familiarise teachers with the website;
 - (iv) promote the website through project activity; and
 - (v) advise of appropriate material and links for consideration of inclusion on the website.

Meetings

- (e) Organise and participate in six monthly meetings with AusAID, at dates to be determined by both parties.

4. REPORTING REQUIREMENTS

4.1 The Contractor must provide the following reports by the date, in the format and the number of copies indicated:

- (a) **Work Plan – Year 1** for the 2010 calendar year by 1 December 2009 (actual date to be advised), the work plan must provide a Project for the 2010 calendar year. The continuance of the project each year shall be dependent on acceptance by AusAID in writing of the project detailed in the work plan ;
- (b) **Work Plan – Year 2**, for the 2011 calendar year, by 1 December 2010; the work plan must provide a project for the 2011 calendar year. The continuance of the project each year shall be dependent on acceptance by AusAID in writing of the project detailed in the work plan
- (c) **Quarterly Progress Reports** on project activities, including an updated work plan if requested by AusAID, to be submitted by 31 March, 30 June and 30 September each year.
- (d) **Annual Report** on each years progress to be submitted by 31 December each year (this is not required in final year of project); and
- (e) **Project Completion Report** by 31 January 2011 .

4.2 All reports must:

- (a) Be provided in accordance with the specifications under Standard Conditions Clause headed “Reports”
- (b) Be accurate and not misleading in any respect;

- (c) Be prepared as directed in writing by AusAID;
- (d) Allow AusAID to properly assess progress under the Contract;
- (e) Be provided in the format and on the media approved or requested by AusAID;
- (f) Not incorporate either the AusAID or the Contractor's logo;
- (g) Be provided at the time specified in this Schedule; and
- (h) Incorporate sufficient information which allows AusAID to monitor and assess the success of the Services in achieving the objectives of AusAID's policy framework.

5. QUALITY ASSURANCE

5.1 The Contractor is expected to work in ways consistent with:

- (a) the principles, lessons learned, approaches and systems identified throughout this Contract; and
- (b) current AusAID policies on development practice.

5.2 The Contractor must download the following AusAID policy documents including:

- (a) Performance Assessment and Evaluation policy;
- (b) Gender equality in Australia's aid Program – why and how;
- (c) Development for all- towards disability – inclusive Australian aid Program 2009-2014; and
- (d) Child Protection Policy.

In the event that the above documents cannot be obtained from the AusAID internet site the Contractor must advise the AusAID contact person who will provide the Contractor with the documents.

6. CONTRACT PERFORMANCE ASSESSMENT

6.1 Performance Assessment of the Contractor will be as per the Contract Performance Assessment form shown as Schedule 5 of this Contract.

SCHEDULE 2 – BASIS OF PAYMENT**Global Education Project – Victoria****1. TOTAL AMOUNT**

- 1.1 The maximum amount payable by AusAID to the Contractor for the provision of the Services shall not exceed the sum of **AUD600,000** plus GST if any, up to a maximum amount of **AUD60,000**.
- 1.2 AusAID shall not be liable for any costs or expenditure incurred by the Contractor in excess of this amount.

2. MILESTONES

- 2.1 The fees shall be paid progressively as follows, within thirty (30) days of satisfactory achievement of the relevant milestones/s based on verifiable indicators as set out in Table 1: Milestones of this Schedule 2.

Table 1: Milestones

Schedule 1 Output Reference	Milestone No.	Milestone Description	Verifiable Indicators	Amount (AUD)
Clause 5.1.a	1	Work Plan: Year One	AusAID's acceptance in writing	70,000
Clause 5.1.c,	2	Quarterly Report: March 2010	AusAID's acceptance in writing	70,000
Clause 5.1.c,	3	Quarterly Report: June 2010	AusAID's acceptance in writing	70,000
Clause 5.1.c,	4	Quarterly Report: September 2010	AusAID's acceptance in writing	70,000
Clause 5.1.d,	5	Annual Report 2010	AusAID's acceptance in writing	20,000
Clause 5.1.b,	6	Work Plan: Year Two	AusAID's acceptance in writing	70,000
Clause 5.1.c,	7	Quarterly Report: March 2011	AusAID's acceptance in writing	70,000
Clause 5.1.c,	8	Quarterly Report: June 2011	AusAID's acceptance in writing	70,000

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Clause 5.1.c,	9	Quarterly Report: September 2011	AusAID's acceptance in writing	70,000
Clause 5.1.d,	10	Annual Report 2011	AusAID's acceptance in writing	18,000
Clause 5.1.e,	11	Project Completion Report	AusAID's acceptance in writing	2,000
Total				AUD600,000

- 2.2 The fees in Table 1(Milestones) above shall be inclusive of any superannuation liabilities should the Contractor be an individual and AusAID owes a superannuation liability under Australian superannuation legislation, the superannuation (currently 9%) shall be deducted from the fees and separately payable to a complying superannuation fund nominated by the Contractor.
- 2.3 The Contractor may invoice AusAID at the completion of a milestone.
3. **CLAIMS FOR PAYMENT**
- 3.1 The Contractor's tax invoice must be submitted when due pursuant to this **Schedule 2** in a form identifiable with the Services and in accordance with **Standard Conditions** clause headed Payment in the Contract. Invoices must also contain the Payment Event number(s) notified by AusAID.
- 3.2 All claims for payment must be made to:
- Chief Finance Officer
Australian Agency for International Development (AusAID)
GPO Box 887
Canberra ACT 2601
- 3.3 Tax invoices should be sent to the above address. Alternatively AusAID shall accept electronic tax invoices. These can be sent to accountsprocessing@ausaid.gov.au
- 3.4 Invalid invoices shall be returned to contractors. Information on what constitutes a valid tax invoice can be found at <http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm>

SCHEDULE 3 - DEED OF CONFIDENTIALITY

THIS DEED POLL is made on the _____ day of _____ []

in favour of **COMMONWEALTH OF AUSTRALIA** represented by the Australian Agency for International Development ("**AusAID**") which is part of the Department of Foreign Affairs and Trade.

BY [Insert name and address of Recipient] (the "Recipient").

RECITALS

- A. AusAID and **Contractor's Name** (the "Contractor") have entered into a Contract for the purpose of a project in the Partner Country.
- B. The Recipient has been engaged by the Contractor to work under this Contract.
- C. The Recipient will, in carrying out that work, be given access to Confidential Information.
- D. AusAID requires the Recipient to enter into this Deed in relation to use of Confidential Information.

THE RECIPIENT DECLARES AS FOLLOWS:

1. INTERPRETATION

In this Deed:

"**Confidential Information**" means information that:

- (a) is designated by AusAID as confidential; or
- (b) the Recipient knows or ought to know is confidential,
and includes to the extent that it is confidential:
- (c) information comprised in or relating to any Intellectual Property of AusAID or third parties where the third party Intellectual Property is made available by or on behalf of AusAID;
- (d) information relating to the internal management and structure of the Department of Foreign Affairs and Trade, AusAID or the Commonwealth of Australia;
- (e) the Data; and
- (f) personal information under the *Privacy Act 1988*;
but does not include information which:
- (g) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality; or

- (h) has been independently developed or acquired by the Recipient as established by written evidence.

"Data" includes any information provided to the Contractor under this Contract from any source, or collected or created by the Contractor in connection with the Services, whether in magnetic, electronic, hardcopy or any other form.

2. NON DISCLOSURE

- 2.1 The Recipient must not copy, reproduce or disclose any of the Confidential Information without the prior written consent of AusAID, which consent AusAID may grant or withhold in its absolute discretion.

3. RESTRICTION ON USE

- 3.1 The Recipient must use the Confidential Information only for the purpose of the Services.

4. DELIVERY UP OF DOCUMENTS

- 4.1 AusAID may, at any time and without notice, demand, either orally or in writing, the delivery to AusAID of all documents in the possession or control of the Recipient which contain the Confidential Information.

5. SURVIVAL OF OBLIGATIONS

- 5.1 The obligations in this Deed are perpetual.

EXECUTED as a deed poll.

SIGNED, by the Recipient in the presence of:)
)
 Signature of

.....

Signature of witness

.....

Name of witness

SCHEDULE 4A – VARIATION ORDER PRO FORMA

VARIATION ORDER NO. Error! No document variable supplied.

FOR CONTRACT Error! No document variable supplied.

between

COMMONWEALTH OF AUSTRALIA

represented by

The Australian Agency for International Development

(AusAID)

ABN 62 921 558 838

and

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ABN Error! No document variable supplied.

in relation to

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VARIATION ORDER No. {xx} FOR CONTRACT {xxx}

TO: The Contractor

FROM: AusAID

1. The Contract Schedule 1 and/or Schedule 2 is varied as follows:

1.1 Schedule 1

<enter details if applicable>

1.2 Schedule 2

<enter details if applicable>

1.3 Delete Schedule 1, Scope of Services and replace with the attached Scope of Services.

1.4 Delete Schedule 2, Basis of Payment and replace with the attached Basis of Payment.

2. There will be *<an increase/a decrease/no change>* in the financial limit of this Contract for the performance of these Services.

3. In all other regards you are required to carry out the Services as described in the Contract.

Yours sincerely,

.....

FMA Act s.44 Delegate Signature

.....

Date

.....

Name and Designation

**SCHEDULE 4B - VARIATION SUMMARY SCHEDULE
CONTRACT {XX}**

The Contract has been varied in accordance with Standard Condition clause headed Contract
Amendments and Variation of the Contract on the following dates relating to:

Variation Order #	Date signed by AusAID	Very Brief Summary of variation	Increase/Decrease in financial limit	Adjusted Financial Limit

SCHEDULE 5 – SMALL VALUE CONTRACTOR PERFORMANCE ASSESSMENT

Activity:	
Contractor:	Country:
Activity Manager:	Contract #:
Contract Period:	Date of Assessment:
Nature of Assignment:	

1=Weak 2=Marginally Satisfactory 3=Satisfactory 4=Highly Satisfactory 5=Best Practice

Assessment Criteria	Performance Rating*					
Organisation's Management & Administrative Support	N/A	1	2	3	4	5
Adequacy of preparations and logistical support for assignment (including overseas)						
Timeliness & accuracy of invoicing etc and compliance with relevant contract terms						
Performance of Personnel	N/A	1	2	3	4	5
Understanding of the requirements of ToR or Scope of Services						
Awareness & Response concerning Assignment Risks, Issues and Problems						
Effectiveness of Communications with Counterparts, AusAID & Other Stakeholders						
Responsiveness to AusAID Requests and Instructions						
Activity Outcomes	N/A	1	2	3	4	5
Quality of Contract Milestones and Deliverables (incl reports, assessments & advice)						
Assignment Completed Within Time and Budget						

* NOTE: A rating of 2 or less needs to be supported by further comments below

Further Comments:

.....
AusAID Activity Manager

.....
Contractor Representative

Response Attached Yes / No

NOTE TO CONTRACTOR

A copy of this assessment will be provided to our Procurement Policy Group (PPG) for placement on your performance file. The information may be used by AusAID as part of any future contractor selection process including consideration by Tender Assessment Panels convened by AusAID to evaluate tender proposals. Should you wish to respond to any of the issues raised, a copy of your response should be attached to this assessment and sent to AusAID within 28 days. This response will also be provided to PPG for placement on your performance file.

{Attach the appropriate EFT Direct Credit Payment Form - Domestic or International}