



Australian Government

AusAID

31 October 2009

Request for Tender

Scholarships PNG

REQUEST FOR TENDER

Scholarships Papua New Guinea (PNG)

AusAID is seeking proposals from organisations interested in providing services for the **AusAID and NZAID Scholarships PNG** (the “**Project**”). If your organisation chooses to lodge a proposal (the “**Tender**”) it must be submitted on the terms of this document and the attached Parts (together referred to as the “**Request for Tender**” or “**RFT**”). The required services (the “**Services**”) are described in detail in Part 3 - Scope of Services.

STRUCTURE OF THE RFT

The RFT is separated into two (2) Sections and several Parts. References in the RFT to Parts and Sections are to Parts and Sections of this RFT.

Section 1 details the Project Specific Tender Conditions (**Part 1**) and the Project Specific Contract Conditions (**Part 2**), the Scope of Services (**Part 3**), and the Basis of Payments (**Part 4**).

Section 2 details the Standard Tender Conditions (**Part 5**) and the Standard Contract Conditions (**Part 6**).

The two sections are designed to clearly identify standard clauses applicable to AusAID tenders and contracts and by extension to highlight particular requirements (either in tendering or the contract) that will apply for this particular Project.

The conditions (Tender and Contract) contained in this RFT apply to this stage of the procurement process and supersedes any earlier stage conducted by AusAID.

Tenderers are encouraged to fully inform themselves of the Contract Conditions (both Project Specific and Standard) when preparing their Tenders and to make any enquiries before the Tender enquiry closing time, referred to in **Clause 2, Part 5**.

It is AusAID’s intention to contract on the basis of the Contract Conditions provided in this RFT.

AusAID 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 – PROJECT SPECIFIC TENDER AND CONTRACT CONDITIONS

PART 1 – PROJECT SPECIFIC TENDER CONDITIONS

1. TENDER PARTICULARS

- 1.1 **Closing Time:**
(Clauses 1.11 and 1.15, Part 5) 2.00 pm local time in Canberra
Australian Capital Territory, 16 December 2009
- 1.2 **Mode of Submission:**
(Clause 1.1, Part 5) either Electronically, via AusTender at <https://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**.
- 1.3 **Electronic Tender Lodgement Address:**
(Clause 1.11, Part 5) via AusTender at <https://tenders.gov.au>
- 1.4 **Canberra Tender Box Address:**
(Clause 1.15, Part 5) Tender Box, Ground Floor, AusAID,
255 London Circuit, Canberra ACT 2601,
AUSTRALIA
- 1.5 **Business Hours for hard copy lodgement:**
(Clause 1.15, Part 5) Monday to Friday, 8.30 am to 5.00 pm
local time in Canberra, Australian Capital Territory
(excluding public holidays)
- 1.6 **File Format for Electronic Tenders:**
(Clause 4.3, Annex C to Part 5) PDF (Portable Document Format)
- 1.7 **Number of Copies of Tender:**
(Clause 1.6, Part 5) **For electronic tender lodgement**
Tender Schedule A – Technical Proposal: One (1)
electronic copy containing all parts and annexes. The
Tenderers contact name, position and contact details
(phone, email and fax) must be listed on the front
cover of the Technical Proposal.
Tender Schedule B – Specified Personnel: One (1)
electronic copy in a separate file. The Tenderer's
contact name, position and contact details (phone,
email and fax) must be listed on the front cover of this
Tender Schedule.
Tender Schedule C – Financial Proposal: One (1)
electronic copy in a separate file. The Tenderers
contact name, position and contact details (phone,

email and fax) must be listed on the front cover of the Financial Proposal.

Tender Schedule D – Financial Assessment

material: One (1) electronic copy in a separate file.

For hard copy tender lodgement

Tender Schedule A – Technical Proposal: One (1) printed Original and four (4) copies. The Tenderers contact name, position and contact details (phone, email and fax) must be listed on the front cover of the Technical Proposal.

Tender Schedule B – Specified Personnel: One (1) printed original and four (4) copies. The Tenderer's contact name, position and contact details (phone, email and fax) must be listed on the front cover of this Tender Schedule.

Tender Schedule C – Financial Proposal: One (1) printed Original, in a separate, sealed envelope. The Tenderers contact name, position and contact details (phone, email and fax) must be listed on the front cover of the Financial Proposal.

Tender Schedule D – Financial Assessment

material: One (1) printed copy in a separate sealed envelope.

CD: One (1) CD containing the files specified as for electronic lodgement of the Technical Proposal (in a separate file) and the Financial Proposal (in a separate file).

- | | | |
|------|---|--|
| 1.8 | Endorsement of hard copy Tenders:
(Clause 1.17, Part 5) | “Tender for Scholarships PNG” |
| 1.9 | Tender Validity Period:
(Clause 1.8, Part 5) | 180 days |
| 1.10 | Contact Person:
(Clause 2.1, Part 5) | Name: Narelle Skelly
Email: SPNG@ausaid.gov.au |
| 1.11 | Page Limits:
(Clauses 7.15 and 7.17, Part 5) | Technical proposal (max. 16 pages) plus annexes:
Annex 1 – Past Experience Forms (up to 5 examples
max. 1 page each)
Annex 2 – Work Plan (max. 2 pages)
Annex 3 – Conflict of Interest Declaration – if
required (no limit)
Annex 4 – Letters of Association (max. 1 page for
each associate) |

Project Specific Tender Conditions

Annex 5 – Commonwealth Government Policies

Compliance – if required (max. 1 page)

Curriculum Vitae (max. 4 pages each person)

1.12 Attachments to the RFT:

1. Program Design Document (PDD)

The following documents are provided in Microsoft Word format to facilitate preparation of tenders:

2. Annex 1 – Past Experience Form

3. Attachment 1 – Tender Schedule C - Financial Tables

4. Attachment 2 – Tenderer Submission Checklist

5. Attachment 3 – Tenderer Declaration

NB: Tenderers should note that where there is an inconsistency between the PDD and the RFT, the RFT shall take precedence.

The Request for Tender and any associated documents are available from the AusTender website:
<https://tenders.gov.au>

2. TENDER BRIEFING

- 2.1 AusAID intends to hold the pre-tender briefings at the Australian Embassy, Port Moresby on **Wednesday 11 November 2009**.
- 2.2 Tenderers planning to attend the pre-tender briefing are requested to send advanced notification by email, indicating the name of the organisation and the number of people planning to attend, to Narelle Skelly at SPNG@ausaid.gov.au by **COB Friday 6 November 2009 (AUS EST)**.

3. SCORE WEIGHTINGS AND TENDER ASSESSMENT

- 3.1 The technical assessment of the proposal will account for 85% of the overall score using the following formula:

$$\text{Technical Score} = \frac{\text{Tenderer's Weighted Technical Score (out of 100)}}{\text{Highest Weighted Technical Score (out of 100)}} \times 85\%$$

- 3.2 Following consideration of the technical merit of Tenders, AusAID will invite selected tenderers' key personnel to interview. The following personnel will be required to attend: the proposed Facility Director, a Tender representative and one other representative nominated by the Tenderer. Tenderers are required to attend the interview at their own cost and may attend via teleconference. AusAID does not intend to interview personnel from any more than four (4) tenderers, unless advantageous to AusAID. Tenderers not invited to interview will be notified that their bid will not be further considered.
- 3.3 Following the technical assessment, and interviews, a like-for-like price assessment will be undertaken by AusAID of the proposals that are assessed by the Technical Assessment Panel (TAP) as technically suitable.
- 3.4 The like-for-like price assessment will represent 15% of the overall score. The following formula for the scoring and ranking of Tenders on the basis of price will be used:

$$\text{Price Score} = \frac{\text{Bid Price of Lowest Priced Technically Suitable Bid}}{\text{Tenderer's Bid Price}} \times 15\%$$

- 3.5 Following the final assessment and calculation of the final aggregate scores, confirmation of the Tenderer's financial capacity to meet the contractual obligations referred to in Clause 8 of this Part and consideration of other factors referred to in **Clause 7.8, Part 5**, a recommendation for further action will be made to the appropriate AusAID delegate. Tenderers should be aware that the delegate is not bound to accept the TAP recommendation and may direct that other action be taken in accordance with this RFT.

4. TENDER SCHEDULE A – TECHNICAL PROPOSAL (RESPONSE TO SELECTION CRITERIA)

4.1 Tender Schedule A of the Tender must contain all information required in the following format:

- (a) a technical proposal that substantively and individually addresses the selection criteria provided in **Clause 4.2, Part 1** taking into consideration “other factors” under **Clause 7.8, Part 5**; and
- (b) the required annexes included in **Clause 4.3, Part 1**.

4.2 Selection Criteria

SELECTION CRITERIA	WEIGHTING
A) Appropriate Management Capabilities	25
Demonstrated management and administrative capability especially regarding financial management; planning, administration, logistics, coordination throughout the region; and staff management capability.	
B) Approach to Program Implementation	50
Demonstrated understanding of the Program objectives and proposed approaches and strategies for: • Communications and promotion (15%); • Scholarship cycle/process management and monitoring (45%); • Reintegration of scholars, and evaluation of scholarship outputs outcomes (15%); and • HRD professional development and Alumni support (25%).	
C) Appropriateness of Team Composition to Implement the Program	25
Demonstrated skills and experience of the Program Manager; and	
Demonstrated skills, experience and mix of other key team members as appropriate for implementation.	
Total	100

4.3 Annexes

Annex 1 – Past Experience Form

Details of relevant activities or projects in which the Tenderer has been involved which demonstrate the Tenderer's ability to fulfil the objectives of the Project must be presented in the format outlined below. This annex must not contain more than five (5) examples and details of each activity must not exceed one (1) A4 page.

Tenderers must provide information in the Referees section of the Past Experience Forms in accordance with **Clauses 7.18 – 7.21, Part 5** of the RFT.

ANNEX 1 – PAST EXPERIENCE FORM

Activity Name:			
Activity Value:			
Activity Location(s):			
Activity Duration			
Client/Donor:			
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 Selection Criteria:			
Nominated Activity Referees:			
1. Name:		2. Name:	
Address:		Address:	
Email:		Email:	
Phone:		Phone:	

ANNEX 2 – WORK PLAN

A Work Plan (of not more than two (2) pages) for the first three (3) months of the Project. The Work Plan must include provision for:

- (a) Mobilisation of key personnel;
- (b) establishment of communication channels with AusAID, the Australian Diplomatic Mission and stakeholders;
- (c) a description of all obligations required to be performed by the Contractor to implement the Services, and their timing, including but not limited to;
 - (i) establishment of report preparation and delivery mechanisms;
 - (ii) establishment of all other management and administration requirements relevant to the first twelve (12) months; and
- (d) any other matters specified in the Scope of Services, Part 3 of this RFT.

ANNEX 3 – Conflict of Interest

The Tenderer must indicate whether it has any contractual or other relationship with any Australian training provider eligible to receive Australian scholarship awardees.

ANNEX 4 – Letters of Association

Clause 9.2, Part 5 requires that AusAID is provided with assurance of the Associate's corporate commitment and involvement in the Project in the form of a single page Letter of Association.

ANNEX 5 – Commonwealth Government Policies Compliance

Tenderers are required to disclose in this annex if they are non compliant and/or have (or have had) issues associated with policies named in **Clause 17, Part 5**. It is not necessary to submit this Annex unless the Tenderer is non-compliant or has had issues associated with these policies.

5. TENDER SCHEDULE B – SPECIFIED PERSONNEL

- 5.1 Tender Schedule B must contain all information on proposed Specified Personnel in the following format:
- (a) a list of proposed team members in the table provided **(in landscape format)** and in accordance with the instructions included in **Clauses 5.2 to 5.6 below**;
 - (b) a skills matrix providing a summary illustration of the skills of the proposed Project team as a whole **(broken down by individual team members)** in the key skill areas required for the Project's implementation; and
 - (c) **a curriculum vitae for each proposed team member** that conforms with the requirements outlined in **Clauses 7.16 and 7.17, Part 5**.
- 5.2 Tenderers must provide the information in the Referees column of the Specified Personnel table in accordance with **Clauses 7.18 to 7.21, Part 5**.
- 5.3 The Commitments column in the Specified Personnel table must include details of proposed team members' commitments to other projects (both AusAID and others) for the period of the Project. In addition to existing commitments, tenderers must detail potential commitments. Potential commitments include nominations in any contemporaneous AusAID or other tenders. Where a proposed team member has an existing commitment to another AusAID project, Tenderers must also detail the duration of the position in the other AusAID project as reflected in the AusAID contract for that project.
- 5.4 Tenderers are reminded of the requirements of **Clause 8, Part 6** particularly in relation to the availability of specified personnel. AusAID will consider as materially inaccurate, and will therefore reject, any Tender which does not disclose the fact that a proposed team member has an existing and continuing commitment to another AusAID project.
- 5.5 AusAID's strong preference is that individuals with conflicting commitments are not included in Tenders. Where team members with conflicting commitments are nominated, AusAID will assess on a case-by-case basis the impacts of the personnel changes and may require further information from the Tenderer in relation to managing the transition.

5.6 Tenderers are reminded of the requirements of **Clause 19.2, Part 5** particularly in relation to providing police clearance certificates for all Project Personnel nominated in the Specified Personnel table for positions specified as working with children:

- (a) Tenderers must request the required criminal record checks in sufficient time to ensure that police clearance certificates can be provided in accordance with **Clause 19.2, Part 5**.
- (b) Tenderers should note that in Australia, national criminal record checks are available through the Australian Federal Police and take around 20 working days. The type of employment should be specified as 'overseas employment'. Overseas, different checking procedures apply in each country and may take six weeks or longer. Individuals need to give their consent to a criminal record check and should be informed of the purpose for which it will be used, including sighting by AusAID.

TABLE 1: SPECIFIED PERSONNEL – Long Term

TABLE 1: SCHEDULED PERSONNEL – Long Term				
Position	Name	Total Inputs in person months	Referee Contact Details #1 and #2	Commitments
Facility Director * (1)	Specify	37	Specify	Specify
Senior Financial Manager	Specify	36	Specify	Specify
Scholarships Manager *(1)	Specify	37	Specify	Specify
Scholarships Coordinator *(1) (local)	Specify	37	Specify	Specify
PNG Professional Development Initiatives Manager	Specify	36	Specify	Specify

*Personnel required for 1 month handover period at the commencement of the contract.

TABLE 2: SPECIFIED PERSONNEL – Short Term

Position	Name	Total Inputs in person months	Referee Contact Details		Commitments
			#1	#2	
Academic Adviser (Selection panel) (international)	<i>Specify</i>	5 months	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
Academic Adviser (local)	<i>Specify</i>	5 months	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
Academic Course Selection/Pastoral Advisor	<i>Specify</i>	3 months	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>

M&E Advisor	<i>Specify</i>	5 Months	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
Website Design	<i>Specify</i>	4 Months	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
Database Design	<i>Specify</i>	4 Months	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>

6. TENDER SCHEDULE C – FINANCIAL PROPOSAL

- 6.1 Tender Schedule C – the Financial Proposal must contain the information required and in the format detailed in this clause, and **Attachment 1**.
- 6.2 It must:
- (a) be a fully costed fixed price based on the outputs and/or inputs as specified in the Scope of Services, including:
 - (i) escalation and any allowance for foreign exchange rate variations;
 - (ii) necessary insurances required by the Contract Conditions and for the performance of the Services;
 - (b) be expressed in Australian dollars; and
 - (c) include detailed information on assumptions used in preparing the pricing.
- 6.3 Any escalators, foreign exchange rate variations, or other price risks, must be built into the fixed price proposal but separately disclosed as a single escalator factor. AusAID will not consider any “across the board” escalators subsequently applied to any rates or Project costs.
- 6.4 Information provided in the tables will be used for any financial assessment and for the like-for-like price assessment.
- 6.5 Part 4 Draft Basis of Payment outlines the payment regime in detail. The Contract will include four (4) categories of payments:
- (a) The fixed **Total Management Fee (TMF)** in accordance with **Clause 3** of this **Schedule 2** and paid as Milestone Payments in accordance with **Clause 4** of this **Schedule 2**, up to a maximum total amount of AUDxxx;
 - (b) Reimbursable **Long Term Personnel Costs**, in accordance with **Clause 5** of this **Schedule 2**, up to a maximum total amount of AUDxxx;
 - (c) Reimbursable **Short Term Personnel Costs**, in accordance with **Clause 6** of this **Schedule 2**, up to a maximum total amount of AUDxxx; and
 - (d) **Reimbursable Administration, Equipment and Student Operational Costs**, in accordance with **Clause 7** of this **Schedule 2**, up to a maximum total amount of **AUD11,944,300**.

Leave Entitlements

- 6.6 Tenderers must detail in the financial proposal under Tender Schedule C, Table B, leave entitlements of nominated Specified Personnel. Where annual recreation leave entitlements exceed two (2) trips or a total of four (4) weeks per 12 month period, a justification must also be provided along with a narrative description of how the Tenderer will ensure, during Specified Personnel absences, the continued quality of Services. Tenderers should note that leave entitlements and the management strategy may be assessed by the TAP or AusAID as part of the technical assessment process. AusAID reserves the right to negotiate leave entitlements should AusAID consider them excessive.

7. TENDER SCHEDULE D – FINANCIAL ASSESSMENT

- 7.1 No Contract will be entered into unless AusAID has satisfied itself of the financial capacity of the Tenderer to undertake the contractual obligations. In this regard, AusAID requires that each Tenderer provide information on its financial status at Tender Schedule D. Two options are available.

Option 1

- 7.2 This option is mandatory for:

- (a) those Tenderers who have not been subject to a financial assessment by AusAID in the 12 months preceding the date of release of this Tender; or
- (b) those Tenderers who have been subject to a financial assessment by AusAID within the 12 months preceding the date of release of this Tender who have experienced a material change in financial position since the last financial assessment was completed by AusAID; or
- (c) those Tenderers who have finalised their latest annual financial statements since the Tenderers last financial assessment by AusAID.

- 7.3 Under this Option 1, Tenderers must provide details of the following:

- (a) the name of the tendering entity and its ultimate owner(s);
- (b) the names and financial relationships between the tendering entity, its parent entity (if relevant) and other related entities within the group;
- (c) the previous three (3) years' annual financial statements for the tendering entity. These annual financial statements must be prepared in accordance with Generally Accepted Accounting Standards applicable to the Tenderers country of residence (audited if available). The annual financial statements for each year must include:
 - (i) a balance sheet;
 - (ii) a profit and loss statement; and
 - (iii) a cashflow statement;each prepared on an accrual accounting basis. An auditor's statement of financial viability or short form financial statements are not acceptable;

- (d) contact name and telephone number of the Tenderer's financial accountant; and
- (e) a statement detailing any other tendering opportunities being pursued by the tendering entity or the group and the likely impact of such tendering opportunities on the financial capacity of the Tenderer to discharge its contractual obligations to AusAID associated with this RFT.

Option 2

7.4 This option may be considered by a Tenderer where:

- (a) a Tenderer has been subject to an AusAID financial assessment in the previous twelve months, except where the Tenderers latest annual financial statements have been finalised since the last financial assessment by AusAID; and
- (a) the Tenderer can demonstrate to the satisfaction of AusAID that their financial circumstances have not materially changed since the time of the previous financial assessment.

7.5 Tenderers who consider that they may qualify for Option 2 must provide the following information:

- (a) the date of its most recent financial assessment and the name of the tender for which this assessment was undertaken;
- (b) an explanation of why a Tenderer believes a further financial assessment is not warranted; and
- (c) a statutory declaration declaring that the Tenderer's financial position has not altered materially since the date of the previous assessment.

7.6 Where a Tenderer considers itself exempt from the need to provide the full financial information (Option 1) and chooses instead to supply with the information in Option 2 AusAID reserves the right to subsequently require the Tenderer to provide the information required in Option 1.

7.7 A Tenderer must respond to either Option 1 or Option 2 to satisfy the requirements of this Tender.

7.8 Tenderers should be aware that AusAID may wish to contact the nominated financial accountant to obtain further information to assess the financial capacity of the Tenderer to undertake the Contract.

7.9 AusAID reserves the right to engage appropriate external expertise to assist with the analysis of the financial information. A report on the financial capacity of the Tenderer to undertake the Contract may be provided to either the delegate or the TAP.

7.10 The financial information of Tenderers will be treated confidentially.

ATTACHMENT 1 – TENDER SCHEDULE C FINANCIAL TABLES

Table A – Like-for-like Assessment

	01 May 2010 – 31 May 2010 (1 month handover)	01 June 2010 – 31 May 2013 (AUD)	01 June 2013 – 31 May 2014 (AUD)	01 June 2014 – 31 May 2015 (AUD)	Total (AUD)
Total Management Fee (TMF)	<i>specify</i>	<i>specify</i>	<i>specify</i>	<i>specify</i>	<i>specify</i>
Long Term Personnel (Tables B & C)	<i>specify</i>	<i>specify</i>	<i>specify</i>	<i>specify</i>	<i>specify</i>
Short Term Personnel (Table D & E)	<i>N/A</i>	<i>specify</i>	<i>specify</i>	<i>specify</i>	<i>specify</i>
Reimbursable Program Implementation and Student Operational Costs (up to)	<i>N/A</i>	11,944,300	TBA	TBA	
Total For Like for Like Assessment					*

- Note: (i) Reimbursable Program Implementation Costs and Reimbursable Student Operational Costs for 01 June 2013 to 31 May 2015 will be agreed with AusAID if the option to extend as per Clause 3 of Part A of the draft Contract (Part 2 of this RFT) is exercised.
- (ii) 01 May 2010 – 31 May 2010 – is considered a one month handover period.
- (iii) * “Tenderer’s Bid Price”.

Table B – Long Term Personnel Costs (01 May 2010 – 31 May 2013)

Position	Name	Monthly Fee (AUD)	Inputs (Months)	Mobilisation Costs (AUD)	Demobilisation Costs (AUD)	Amount of Annual Leave (Days)	Financial Limitation (AUD)
Facility Director *	<i>Specify</i>	<i>Specify</i>	37	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
Senior Financial Manager	<i>Specify</i>	<i>Specify</i>	36	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
Scholarships Manager *	<i>Specify</i>	<i>Specify</i>	37	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
Scholarships Coordinator (local) *	<i>Specify</i>	<i>Specify</i>	37	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
PNG Professional Development Initiatives	<i>Specify</i>	<i>Specify</i>	36	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
TOTAL for Like for Like Assessment							<i>Specify</i>

Note: Long Term Personnel means personnel engaged for more than 6 months over the life of this Contract.

* Personnel required for 1 month handover period

Table C – Long Term Personnel Costs (Option Period - 01 June 2013 – 31 May 2015)

Long Term Personnel	Inputs Period	01 June 2013 – 31 May 2014	01 June 2014 – 31 May 2015	Demobilisation (AUD)	Financial Limitation (AUD)
Inputs	24	12 months	12 months		
Facility Director *	24	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
Senior Financial Manager	24	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
Scholarships Manager *	24	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
Scholarships Coordinator (local) *	24	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
PNG Professional Development Initiatives	24	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>	<i>Specify</i>
Sub-total	24	<i>Specify</i>	Specify (Include sub-total for Demobilisation here)		
Total for Like for Like Assessment				AUD	Specify

* Need to factor an additional 1 month handover period in the 1st year.

Table D – Short Term Personnel Costs (01 June 2010 – 31 May 2013)

Position	Name	Daily Professional Fee (AUD)	°Indicative Inputs (Days)	Travel Costs (value X number trips)	Financial Limitation (AUD)
Academic Adviser (Selection panel) (international)	<i>Specify</i>	<i>Specify</i>	150	<i>Specify</i>	<i>Specify</i>
Academic Adviser (local)	<i>Specify</i>	<i>Specify</i>	150	<i>Specify</i>	<i>Specify</i>
Academic Course Selection/Pastoral Advisor	<i>Specify</i>	<i>Specify</i>	90	<i>Specify</i>	<i>Specify</i>
M&E Advisor	<i>Specify</i>	<i>Specify</i>	150	<i>Specify</i>	<i>Specify</i>
Website Design Advisor	<i>Specify</i>	<i>Specify</i>	120	<i>Specify</i>	<i>Specify</i>
TOTAL for Like for Like Assessment					

Note: Short Term Personnel means personnel engaged for less than 6 months continuously over the life of this Contract.

° Final phasing for Short Term Personnel Inputs will be subject to negotiation with the winning tenderer.

Table E – Short Term Personnel Costs (Option Period - 01 June 2013 – 31 May 2015)

Table E – Short-Term Personnel Costs (Comparison Period: 01 June 2013 – 31 May 2015)					
Position	01 June 2013 – 31 May 2014		01 June 2014 – 31 May 2015		Financial Limitation (AUD)
	DPF*	Inputs	DPF	Inputs	<i>Specify</i>
Academic Adviser	<i>specify</i>	<i>specify</i>	<i>specify</i>	<i>specify</i>	<i>Specify</i>
Academic Adviser (local)	<i>specify</i>	<i>specify</i>	<i>specify</i>	<i>specify</i>	<i>Specify</i>
Human Resources Development Adviser	<i>specify</i>	<i>specify</i>	<i>specify</i>	<i>specify</i>	<i>Specify</i>
M&E Specialist	<i>specify</i>	<i>specify</i>	<i>specify</i>	<i>specify</i>	<i>Specify</i>
Sub-total	<i>Specify</i>		<i>Specify</i>		
TOTAL for Like for Like Assessment					<i>Specify</i>

* DPF is Daily Professional Fee.

Table F: Escalation Factor for Extension Period (%)

	01 June 2013 – 31 May 2014	01 June 2014 – 31 May 2015
Total Management Fee (TMF)		
Long Term Personnel (Tables B & C)		
Short Term Personnel (Table D & E)		

ATTACHMENT 2 – TENDERER SUBMISSION CHECKLIST

This checklist is to be included with all proposals. Tenderers are to confirm that their proposal complies with the requirements of the Request for Tender (RFT) by initialling the box where appropriate.

This checklist is provided to Tenderers in order to assist in the submission of a proposal which conforms with the requirements of the RFT, however it is not an exhaustive list of these requirements. **It is incumbent on Tenderers to ensure that proposals comply with the terms of the RFT.** It should be considered that all requirements detailed in the RFT are mandatory and that failure to comply with any of the requirements detailed in the RFT may lead to a Tenderer's proposal being deemed non-conforming.

No.	Question	Checked
Tenderer's Declaration		
1.	Has the Tenderer's Declaration been completed and signed?	
2.	For electronic lodgement, has one (1) electronic copy of the Tenderer's Declaration been submitted in a separate file?	
3.	For hard copy lodgement, has one (1) printed original of the Tenderer's Declaration been submitted?	
Tender Schedule A: Technical Proposal and Annexes		
4.	Is the response to Selection Criteria A within the specified page limit?	
5.	Does the response to Selection Criteria A address each of the selection criteria and sub-criteria individually?	
6.	Is each nominated personnel's response to Selection Criteria B within the specified page limit?	
7.	Does the Technical Proposal indicate the Tenderer's nominated contact person and contact details on the cover page?	
8.	Are Selection Criteria A, Selection Criteria B and Attachments: (a) in a type font of 11 or 12 point on A4 paper? (b) formatted with left and right page margins no less than 2.5cm margins excluding headers, footers and page numbers? (c) absent of AusAID's logo or any representation or mark which indicates that the Tenderer is in any way related to or connect with AusAID?	
9.	Are the nominated personnel's CVs within the specified page limits and certified?	

10.	Does each CV include name and contact details?	
11.	Does each CV include the nationality and, if relevant, permanent residency status of the nominated personnel?	
12.	Does each CV include details of the professional qualifications of the nominated personnel, including institution and date of award?	
13.	Does each CV include details of recent relevant professional and development work experience, including the duration and extent of inputs?	
14.	Have at least two (2) referees been nominated on each CV and has it been confirmed that they are not: (a) 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 of the Tenderer? (b) included in the Tender as proposed team members? (c) AusAID/NZAID employees?	
15.	For electronic lodgement, has one (1) electronic copy containing all parts and annexes been provided?	
16.	For hard copy lodgement, has one (1) printed original and four (4) copies containing all parts and annexes been provided?	
Tender Schedule B: Financial Proposal		
17.	Is the financial proposal in the format set out in Attachment 3?	
18.	Is the financial proposal a fully costed schedule of rates expressed in Australian dollars and based on the inputs as specified in the Scope of Services, including: (a) escalation? (b) necessary insurances required by the Contract Conditions and for the performance of the Services? (c) detailed information on assumptions used in preparing the pricing?	
19.	For electronic lodgement, has one (1) electronic copy been provided in a separate file?	
20.	For hard copy lodgement, has one (1) printed original and four (4) copies been provided in a separate, sealed envelope?	
Personnel Matrix		
21.	Has a personnel matrix been completed?	

ATTACHMENT 3 – TENDERER DECLARATION

All Tenderers must complete in full the Tenderer Declaration provided at **Annex B** of **Part 5**. Failure to complete and sign the Tenderer Declaration, or failure to have the Tenderer's signature witnessed may result in the Tender being considered non-conforming.

The following one page checklist is provided as a guide and for your convenience. This checklist should not be included in your Tender.

Tenderers should ensure that they have included in the Tenderer Declaration:

- ☐ The name, address and position within the Organisation of the person making the declaration.
- ☐ The name of the Organisation for which the Tender is being tendered (Clause 1.1 of Attachment 2, Part 1). **This should be the exact name of the legal entity that will appear on the Contract should your Tender be successful.**
- ☐ The ABN (and, if applicable, the ACN if the ABN does not include the ACN) of the Tenderer (Clause 1.1 of Attachment 2, Part 1).
- ☐ The title of the person making the declaration (e.g. Company Director) (Clause 2.2 of Attachment 2, Part 1).
- ☐ Details of all Addenda issued to this RFT (Clause 4 of Attachment 2, Part 1).
- ☐ The address or Registered Office of the Tenderer, the address for service of notices (not a Post Office box), along with the Telephone Number and Fax Number of the Tenderer (Clause 5 of Attachment 2, Part 1).

PART 2 – PROJECT SPECIFIC CONTRACT CONDITIONS

Note to Tenderers: Although these Project Specific Contract Conditions are presented as **Part 2** of this RFT, in the consolidated Contract Conditions they will appear as **Part A**.

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PART A – PROJECT SPECIFIC CONTRACT CONDITIONS

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

1. INTERPRETATION

1.1 Definitions

In this Contract, unless the context otherwise requires:

"Asset" means supplies purchased for the facility that will remain with the facility for the duration of the facility. At the completion of the facility, or at such time as the assets are no longer required by the facility, the assets will be disposed of in a manner directed by AusAID.

"AusAID" means the Australian Agency for International Development of the Department of Foreign Affairs and Trade.

"Changed Tax" means a new tax imposed or a change in an existing Commonwealth, State or Territory Government or Partner Country tax after the commencement of this Contract described in **Clause 2** (Term of Contract) **below**.

"Independent Auditor" means an auditing firm that does not have any affiliations with, and is not currently engaged by, the Contractor in any manner.

"Long Term Adviser" or **"LTA"** means an adviser working continuously for six months or longer on the Project.

"Partner Country" means the country/countries in which the services are to be delivered in, as specified in Schedule 1.

"Payment Milestone" means a milestone identified in **Clause 4 to Schedule 2 (Milestone Payments)** and for which the Contractor is entitled to receive a payment in accordance with the Contract.

"Project Design Document" or **"PDD"** or **"Design Document"** means the project design document.

"Priority Public Institutions" or **"PPI"** means selected Government of Vietnam Ministries.

"Related Corporation" has the meaning set out in section 50 of the *Corporations Act 2001*.

"Short Term Advisers" or **"STA"** means advisers working on the Project for less than six months continuously.

"Stakeholders" means any body, institution, organization or governmental authority in the Partner Country or non-government organization having any interest in the Project.

"Team Leader" means the specified person nominated in **Schedule 1 (Specified Personnel)**.

"Third Party Issues" means any issues or events which may affect the Services and which are clearly within the control of a party other than AusAID, the Australian Diplomatic Mission in or having responsibility for the Partner Country or the Contractor.

2. **TERM OF CONTRACT**

- 2.1 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.
- 2.2 The Contractor must commence the Services in the Partner Country no later than 1 June 2010 and must complete the Services by 31 May 2013 unless the option in **Clause 2.3 below** of this **Part A** of this Contract is exercised by the Commonwealth.
- 2.3 The Contractor grants to the Commonwealth an option to extend the period of the Services for a period of up twenty four (24) months. The option must be exercised by notice in writing to the Contractor prior to the date of completion of the Services as specified in **Clause 2.2 above** of this **Part A** of this Contract. 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 2.3** shall no longer apply.

3. **ACCOUNTS AND RECORDS**

- 3.1 The statement of Project expenditure referred to in Standard Conditions **Clause 15.1(e)** (Accounts and Records) must be provided on a **3 monthly basis** and must indicate:
- (a) total expenditure of the Project to date;
 - (b) disaggregated expenditure for the Project to date identifying all categories of expenditure including the Fees component and Reimbursable items;
 - (c) total expenditure for the period of **3 months**; and
 - (d) forward expenditure and expenses by category for the period of **6 months**.

4. **NOTICES**

- 4.1 For the purposes of Standard Conditions **Clause 40** (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: Higher Education and Training Program
Attention: Second Secretary

Postal Address: Locked Bag 129

Waigani NCD
Papua New Guinea

Street Address: Australian High Commission
Godwit Road (Waigani)
Port Moresby NCD
Papua New Guinea

Facsimile: +675 3255535

Contractor

To: Contractor's Name
Attention: Title First Name Surname

Postal Address: Postal Address

Street Address: Street Address

Facsimile: Fax

5. MANAGEMENT SERVICES

- 5.1 The Contractor must provide all Management Services necessary for the provision of the Services. In addition to the other requirements specified by the Contract, at a minimum the Contractor must provide the following Management Services:
- (a) provide pre-mobilisation briefings to Contractor Personnel including, but not limited to the following: security, medical/health situation, cultural environment, detail on project objectives, relevant contract obligations and AusAID's gender, disability and child protection policies;
 - (b) decision-making within the Contractor's organisation and the advising of AusAID of decisions required by AusAID;
 - (c) pro-actively identifying and rectifying problems or recommending strategies to AusAID on how to rectify problems, which may arise in, or during the performance of, the Services;
 - (d) managing those risks which are the Contractor's responsibility under the Contract in accordance with the Risk Management Plan including in relation to Supplies after delivery and before their incorporation into the Project; and
 - (e) attendance at briefings with AusAID and status reporting to AusAID on progress at the times required by AusAID.

6. PUBLICITY

- 6.1 The Contractor must identify and implement appropriate opportunities for publicising the Project.

- 6.2 The Contractor shall, if appropriate, erect a sign at each Project site that acknowledges the contributions of the Australian, New Zealand and Partner Country Governments. Such signs shall in all cases be discussed and agreed between AusAID, NZAID and the Partner Country Government.

7. CONFLICT OF INTEREST

- 7.1 In addition to the Standard Conditions **Clause 35** (Conflict of Interest) the Contractor warrants:

- (a) that the Contractor shall not make or cause to be made any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Contract. Any such practice shall be grounds for immediate termination of this Contract under Standard Conditions **Clause 31** (Termination for Contractor Default) by notice from AusAID;
- (b) that it has not received and shall not accept from any sub-contractor any payment as inducement or reward relating to the selection and engagement of a sub-contractor; and
- (c) that it acknowledges that it is aware of the provisions of section 141.1 of the Commonwealth Criminal Code in relation to the bribery of Commonwealth public officials.

- 7.2 The Contractor must not enter into any contract for the procurement of any Supplies or services from any Related Bodies Corporate without AusAID's prior approval.

8. INDEPENDENT REVIEW MECHANISM

- 8.1 AusAID may establish a Monitoring Review Group (the "MRG") whose purpose is to provide AusAID with independent technical and other advice on any aspects of the Project and to assist AusAID to assess the performance of the Services.

- 8.2 The Contractor must:

- (a) attend and participate in those MRG meetings which AusAID directs it in writing to attend;
- (b) when required by AusAID, consult with the MRG on matters related to the Project including:
 - (i) progress and performance of the Services;
 - (ii) any matters, circumstances or events which may be affecting or impacting upon the Contractor's relationship with the Partner Country, Stakeholders, AusAID or the MRG and suggest actions to avoid or counteract any adverse effects on the relationships;

- (iii) any matters, circumstances or events which may affect the Project and if there are anticipated or contingent problems or difficulties, suggestions to avoid or counteract those problems or difficulties; and
- (iv) any issues or concerns which the Contractor may want to raise with AusAID.
- (c) co-operate with and assist in any way requested by the MRG in the performance of its monitoring and review;
- (d) co-operate with and assist the MRG by providing all necessary information and Contractor Personnel and ensuring its Contractor Personnel are available and willing to assist in answering inquiries or requests for information in respect of the performance of the Services; and
- (e) provide to the MRG copies of all reports, notices, information or other Project material which the MRG reasonably requires to fully and efficiently perform its monitoring and review as soon as practicable after such material is produced or received by the Contractor.

9. ANNUAL PLAN

- 9.1 The Contractor must provide to AusAID, within three (3) months of the Project Start Date, and by 1 October in each following year of the Project, an Annual Plan which, before it is implemented, must be approved by AusAID.
- 9.2 The Annual Plan should be prepared in accordance with directions provided in writing by AusAID, must be consistent with this Contract and must include the following matters:
- (a) the Contractor's plan for performance of the Services required for the period of the Annual Plan;
 - (b) the Contractor's proposed strategy for coordinating any Third Party Issues and for providing the Services in a flexible manner as is appropriate; and
 - (c) a detailed budget for the period of the Annual Plan.
- 9.3 The Contractor must make amendments to the Annual Plan as reasonably requested by AusAID.
- 9.4 Within 30 days of receipt of the Annual Plan in accordance with **Clause 9.1 above** AusAID shall notify the Contractor in writing when a decision is likely to be made to reject or accept the Annual Plan. If such Annual Plan has not been approved or rejected within the stated period of 30 days AusAID shall give fair and reasonable consideration to granting an extension of time to the Contractor in respect of the performance of the Services.
- 9.5 Acceptance by AusAID of an Annual Plan does not represent a change to the Contract. The Contract may only be varied in accordance with the Standard Conditions **Clause 12** (Contract Amendments).

10. SUB-CONTRACTING

- 10.1 In addition to the Standard Conditions **Clause 11** (Sub-Contracting) the following conditions apply to sub-contracts entered into by the Contractor:
- (a) the Contractor must obtain the prior written approval of AusAID to sub-contracts with any party, except Specified Personnel, to the value of ***insert dollar amount (recommended minimum of \$100,000)*** or more. In granting its approval AusAID may impose such conditions, in AusAID's opinion are appropriate, in relation to a proposed sub-contract; and
 - (b) if AusAID objects to the Contractor's recommended sub-contractor, or AusAID nominates a particular sub-contractor, the Contractor must enter into an agreement with such other sub-contractor as directed by AusAID on the basis of remuneration approved by AusAID and provide AusAID with a copy of the executed sub-contract.
- 10.2 Standard Conditions **Clauses 11.1** (Sub-contracting) **(d)** and **(e)** (with respect to Deeds of Novation and Substitution) will only apply to sub-contracts valued at \$100,000 or more.

11. MEETINGS

- 11.1 The Team Leader or Contractor Representative must attend meetings in AusAID Port Moresby on a regular basis as requested by AusAID, to review or discuss the Contract including the following matters:
- (a) the general progress of the Project;
 - (b) matters arising from the Contractor's reports to AusAID;
 - (c) any issues arising as a result of communication by either Party with Stakeholders;
 - (d) any other Third Party Issues and the Contractor's proposal for resolution of any issue referred to in **11.1(c) above**;
 - (e) any variations proposed to the Project including in relation to timing, whether or not any such variations have been agreed to by AusAID;
 - (f) Contract performance matters;
 - (g) the accuracy of invoices; and
 - (h) such other matters in relation to which either Party provides five (5) Business Days' notice in writing to the other Party.
- 11.2 AusAID may require an implementation briefing in Canberra prior to mobilisation. The Team Leader who is included in the Specified Personnel must attend this meeting. AusAID may also require the Team Leader and other Specified Personnel to attend a meeting at the Australian Diplomatic Mission in or having responsibility for the Partner Country before commencement of implementation.

11.3 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 approximately 8 hours (excluding meal breaks).

12. RIGHT OF AusAID TO RECOVER MONEY

12.1 Without limiting AusAID's rights under any provision of the Contract, any payment or debt owed by the Contractor to AusAID in relation to the Contract may be deducted by AusAID from the amount of payment of any claim for Fees, including Reimbursable Costs or from any other moneys payable or due to the Contractor or may be recovered in any court of competent jurisdiction.

12.2 AusAID may review any payments made to the Contractor at any time and:

- (a) if the total of the amount paid to the Contractor is greater than AusAID determines by review to be payable under the Contract, then AusAID must notify the Contractor in writing of the amount of refund it has determined to be repayable;
- (b) the Contractor must within 28 days after receipt of AusAID's notification:
 - (i) refund the excess to AusAID; or
 - (ii) provide AusAID with evidence supporting the Contractor's opinion concerning the amount of the refund;
- (c) failure by the Contractor to provide evidence as required in **Clause 12.2(b)(ii) above** will, in the absence of payment in full of the refund claimed, be deemed to be evidence of the Contractor's acceptance that the amount of refund is correct and payable to AusAID on demand or deductible from subsequent payments due under the Contract; and
- (d) AusAID must, within 28 days of receipt after the Contractor's evidence supporting its opinion concerning the amount of the refund, consider the Contractor's evidence and give the Contractor written notice either:
 - (i) calling for payment within 28 days of the refund determined by AusAID's review; or
 - (ii) calling for payment within 28 days of the refund as re-determined following its consideration of the Contractor's evidence; or
 - (iii) of AusAID's agreement that there is no refund payable.

12.3 If the Contractor fails within the relevant time to make a refund to AusAID of an overpayment determined under Clause 12.2, or pay any amount due to AusAID, the amount of the refund or payment is recoverable by AusAID from the Contractor by deducting the amount from subsequent payments owed to the Contractor or in any court of competent jurisdiction as a debt due and payable to AusAID by the Contractor.

- 12.4 Where AusAID deducts the amount of a debt or payment in accordance with this clause, it must advise the Contractor in writing that it has done so.
13. **GOVERNMENT TAXES, DUTIES AND CHARGES**
- 13.1 Except to the extent referred to in this clause and Standard Conditions Clause 21 (Goods and Services Tax), each Party must bear and is responsible for its own costs in connection with the preparation, execution, and carrying into effect of the Contract.
- 13.2 Except where the Contract, the Treaty between Australia and the Partner Country or the MOU provides otherwise, all taxes:
- (a) imposed or levied in Australia or overseas during the term of the Contract in connection with the performance of the Contract; and
 - (b) which are not already included in the Fees payable by AusAID under the Contract, must be paid by the Contractor.
- 13.3 The Contractor must bear and is responsible for all stamp duty and other fees, whether levied in Australia or in the Partner Country, on or in respect of:
- (a) the Contract, the Project, and any sub-contracts entered into for the performance of the Services;
 - (b) the sale, purchase, lease, assignment, licence or transfer of any property under the Contract;
 - (c) the obtaining of any approvals, consents or authorisations in respect of the Project; and
 - (d) any instrument or transaction contemplated by or necessary to give effect to the Contract.
- 13.4 Subject to Clause 13.8 below if any new or existing government tax, duty or charge (“Changed Tax”) levied in Australia or the Partner Country in connection with the performance of the Services under this Contract is introduced, increases, decreases or is removed in its entirety and this affects the cost to the Contractor of providing the Services, the Contractor must give AusAID:
- (a) written notice of the increase, decrease or removal;
 - (b) written notice of the net effect of the Changed Tax on the cost of supplying the Services; and
 - (c) in the case of a decrease or a removal, any supporting evidence of the change and an explanation of its effect on the Fees, as soon as practicable after the change in the Changed Tax is announced or the Contractor becomes aware of the increase, decrease or removal.

- 13.5 An increase in the Fees under Clause 13.4 above shall not be approved and AusAID is not obliged to pay the amount claimed to be attributable to the change in the Changed Tax unless and until the Contractor provides AusAID with evidence of the net effect of the change in the Changed Tax on the cost of supplying the Services and AusAID is satisfied that:
- (a) the claimed increase is actually attributable to that Changed Tax and takes into account reductions in any other Changed Tax; and
 - (b) the net change in the Changed Tax has affected the Fees for supplying the Services, and the increase shall take effect from the date on which the Changed Tax became effective.
- 13.6 A decrease in Fees under Clause 13.4 above shall take effect from the date on which the change in the Changed Tax becomes effective.
- 13.7 The Contractor may claim a Changed Tax adjustment only once in respect of any change.
- 13.8 Clause 13.4 above does not apply to income tax, taxes on turnover or revenue or similar taxes imposed on or in respect of income, turnover or revenue.

14. INSURANCES

- 14.1 In addition to the Contractor's obligations regarding insurance detailed in Standard Conditions Clause 34 (Insurance) the Contractor must ensure that:
- (a) AusAID is notified immediately the Contractor becomes aware of any actual, threatened or likely claims under all of the insurances required by this Contract or any act or omission by the Contractor which could materially reduce the available limit of indemnity;
 - (b) AusAID is notified in writing whenever the insurer gives the Contractor a notice of cancellation of project-related insurances;
 - (c) in respect of public liability insurance and property insurance that:
 - (i) all insurance agreements and endorsements (with the exception of limits of liability) name, and operate as if there was a separate policy of insurance covering, AusAID, the Contractor and sub-contractors; and
 - (ii) failure by any insured to observe and fulfil the terms of the policy does not prejudice the insurance of any other insured;
 - (d) where AusAID is a joint insured under an insurance policy, the insurer waives all rights, remedies or relief to which it might become entitled by way of subrogation against AusAID; and
 - (e) all premiums are promptly paid.

- 14.2 The Contractor undertakes that it shall use its best endeavours to ensure that it commits no act or omission which renders any of the insurances required by this Contract to be effected by it, null and void or of less value.
- 14.3 In respect of the public liability insurance, Standard Conditions Clause 34.1(a) is amended as follows: the Contractor must ensure that the limit for each and every claim is \$20 million.
15. **PERSONNEL SECURITY**
- 15.1 In addition to the Contractor's obligations under Standard Conditions **Clause 7** (Contractor Personnel), the Contractor will be responsible for the immediate development and implementation of a Security Plan to ensure the safety and security of all Contractor personnel, including Advisers. The Security Plan should incorporate prevention strategies and response plans, including evacuation plans where appropriate. The Contractor will submit a copy of the security plan to AusAID prior to mobilisation in the Partner Country.
- 15.2 The Contractor acknowledges and confirms that, notwithstanding any other provision of the Contract:
- (a) it is not the function or responsibility of AusAID or any person acting on behalf of AusAID, to approve the Contractor's Security Plans;
 - (b) AusAID does not accept responsibility, and will not be liable at common law (including actions for negligence) for the safety or security of the Contractor, its officers, employees or agents in foreign countries; and
 - (c) the Contractor has not entered the Contract based on any representation, statement or assurance by AusAID or any person acting on behalf of AusAID, in respect of the safety or security of the Contractor, or any person acting on behalf of the Contractor, in any overseas location.
16. **SECURITY CLEARANCE OF CONTRACTOR**
- 16.1 AusAID may require a security clearance of the Contractor to be undertaken prior to the Contractor obtaining access to information deemed as classified and premises deemed as secure by AusAID, and AusAID Confidential Information.
- 16.2 If a clearance is required, the Contractor must cooperate fully with AusAID and any other person nominated by AusAID to conduct a security assessment of the Contractor, including the disclosure of any personal information required to undertake such assessment.
- 16.3 The Contractor may be required to pay for all costs associated with undertaking such an assessment.
17. **PERFORMANCE GUARANTEE**
- 17.1 The Contractor must, at its expense, provide to AusAID; within 10 Business Days of the Project Start Date, a performance guarantee executed by a guarantor delivered to AusAID, guaranteeing the performance by the Contractor of its obligations under the Contract, which must be substantially in the form appearing in **Schedule 7**.

PART 3 – DRAFT SCOPE OF SERVICES

Note to Tenderers: Although this Scope of Services is presented as Part 3 of this RFT, in the consolidated Contract it will appear as Schedule 1.

DRAFT SCHEDULE 1 – SCOPE OF SERVICES

Scholarships PNG

1. BACKGROUND

- 1.1 The goal of the Scholarships PNG is to contribute to equitable economic growth and poverty reduction in Papua New Guinea (PNG) by the development of highly skilled men and women who are able to apply their professional and technical expertise, experience and leadership skills in the workplace and in society.
- 1.2 The AusAID and NZAID Scholarship Programs have supported the development priorities of PNG for many years. Scholarships also play an important role in addressing skills shortages and scholars also develop and maintain strong academic, professional, social and friendship links between the two countries, through living and working with their Australian or New Zealand (NZ) peers and colleagues.
- 1.3 In the past, the relatively high number of scholarships (in comparison to PNG's population, the size of Government of Papua New Guinea (GoPNG) and of the private sector) has led to difficulties in attracting sufficient numbers of suitable applicants. Many had insufficient education background, with some PNG agencies and organisations lacking capacity to release the scholars for several years. This scope of services includes strategies to improve this situation and to better target, select and prepare scholars for their study, as well as increased engagement and follow-up on return.
- 1.4 AusAID funds approximately 130 Australian Development Scholarships (ADS) and up to 20 Australian Leadership Awards Scholarships (ALAS) annually. The ADS and ALAS programs will remain a central part of supporting the development of PNG's human resources, through a significant number of men and women gaining higher levels of qualification, increased technical and professional capabilities and increased opportunities for secure employment. While up to 20 places are available under the ALAS program, PNG has missed opportunities under this regionally competitive program. In previous years, insufficient eligible candidates have applied and the shortlists put forward to Canberra for consideration have always been less than 12 candidates. ADS is the largest program (130) and is divided into two main categories:
 - (a) Public: where the applicant must be employed and endorsed by a GoPNG agency, department, institution or other entity; and
 - (b) Open: where scholarship applications are accepted from those in the private sector; Civil Society Organisations (CSOs); Non Government Organisations (NGOs); faith-based organisations and churches; and from individuals.
- 1.5 Currently around 320 ADS and ALAS are studying in Australia.
- 1.6 NZAID has a complementary annual scholarships program of about 20 New Zealand Scholarships(NZS)-Public Places plus eight NZDS-Open Scholarships, with around 60 PNG scholars studying in NZ at any time. The existing priority study areas for NZAID

and GoPNG are basic education, primary health, strengthening civil society, rural economic development and sustainable resource management.

- 1.7 Scholarships delivered for development outcomes have been and are continuing to undergo a number of reviews in both a development policy and political context. Australia and New Zealand’s scholarship programs are not PNG specific but are guided by policies and guidelines applied on a global basis to countries where AusAID and NZAID offer scholarships. The scholarships numbers outlined in **Clause 1.4 and 1.5 above** are indicative of the current selection targets. However, over the life of this contract the selection targets could change.
- 1.8 Through an agreement to cooperate between AusAID and NZAID, this joint design provides for closer collaboration and efficiencies. The joint management provides economies of scale, facilitates the sharing of lessons learned and also reduces the “competition” between the two programs which has (in the past) led to PNG scholars being selected for both Australian and NZ Scholarships, leading to a last-minute withdrawal from one of the offers.
- 1.9 Equitable participation remains an important consideration in Scholarships, including addressing the needs of disadvantaged groups such as people with disability, or men and women living and working in the Provinces. Scholarships PNG will make extra effort, through advocacy and promotional activities, to reach these groups and increase their representation in the scholarship program. Specific gender challenges or constraints will be assessed on an annual basis and appropriate opportunities taken to address them. The Monitoring & Evaluation (M&E) system will include gender disaggregation of application numbers, scholars mobilised, the award results and data on their return to PNG.
- 1.10 Currently, 50% of PNG ADS are awarded to women, who overall have demonstrated more successful outcomes than their male counterparts. Extra effort will be made to explicitly address women’s access to scholarships and other information, as well as to ensure promotional materials reach men and women in the Provinces.
- 1.11 Scholarship application and selection processes will become more apparent and transparent to applicants. Compliance checks will be made to ensure all information and required documentation is included in scholarship applications. Compliant public category applications will be forwarded to the relevant GoPNG partner agencies, as well as the other members of the independent selection panel, for their consideration.
- 1.12 Men and women with disabilities will be targeted and encouraged to nominate for a scholarship. Scholarships PNG will be promoted to community organisations and foundations that primarily care for, advocate and otherwise work with people living with a disability. A broad definition of scholarship support for people living with disabilities will be adopted. This would include seeking applications to study for a course or certification award that can relate directly to improving their professional and technical expertise in disability from professionals, carers and specialist institution administrators.
- 1.13 Previously ADS Scholarships were open to study awards at a TAFE level in Australia. Scholarships PNG will not include scholarships that involve scholars undertaking TAFE-level awards or sub-degree awards in Australia or NZ.

2. MANAGEMENT AND COORDINATION ARRANGEMENTS

Joint Steering Committee

- 2.1 Scholarships PNG management will be overseen by a Joint Selection Committee (JSC), providing leadership and overall strategic direction. The detailed Terms of Reference (ToR) for the JSC will be jointly developed by the GoPNG, AusAID and NZAID in order to ensure that each of the Partners' views and priorities are incorporated into the operation of the Committee and to the benefit of Scholarships PNG and PNG.
- 2.2 The JSC oversight will include:
- (a) setting and monitoring the direction and overall operation of the AusAID and NZAID Scholarship programs;
 - (b) guiding and endorsing the existing and emerging professional development initiatives;
 - (c) reviewing annual Scholarships PNG outcomes against annual plan targets and progress toward overall objectives;
 - (d) endorsing Scholarships PNG annual plans; and
 - (e) overseeing governance policies and strategies that ensure Scholarships PNG's programs build and maintain a reputation of integrity, objectivity and transparency.
- 2.3 PNG membership will comprise senior men and women from those agencies that are directly involved in scholarship implementation. GoPNG members of the JSC are senior representatives of Partner agencies directly involved in the implementation of the program.

Membership of the JSC

From GoPNG	From PNG Society	From Australia - NZ
A senior Department of Personnel Management representative	A senior PNG academic	A senior AusAID officer
A senior National Training Council representative	A PNG Private sector representative	A senior NZAID officer
A senior Department of National Planning and Monitoring representative	A PNG Community Sector Organisation representative	A senior Australian / New Zealand academic

- 2.4 The Scholarships PNG JSC members will be appointed for a period of two years, with the exception of AusAID and NZAID representatives whose membership will be the term of their Posting. The Contractor will provide reports, briefings and proposals to support the work of the JSC and implement Scholarships PNG in accordance with the agreed Annual Plans and the JSC decisions.

- 2.5 Inclusion of a JSC provides high-level policy and planning input from the three governments, as well as PNG private sector, civil society and academic expertise. The JSC will function as the primary decision-making mechanism and will meet quarterly to provide support, guidance and strategic direction to the Scholarships PNG. It will also monitor Scholarships PNG implementation, especially in relation to broader GoPNG and donor policies and priorities across development sectors.

Selection Panel (for ADS and NZAID Scholarships)

- 2.6 The ADS and NZDS Selection Panel will be gender balanced and comprise nine members to reflect broad PNG stakeholder interest. The Selection Panel will consist of:
- (a) Representative from both AusAID and NZAID Posts;
 - (b) A representative from the three key GoPNG agencies (NTC, DPM and DNPM);
 - (c) An Australian and a New Zealand academic;
 - (d) A representative from a PNG Community Sector Organisation (CSO) and one from the PNG private sector.
- 2.7 The JSC may consider having one of its members nominated to the Selection Panel, on a rotational basis. All members of the Selection Panel will be expected to sign a Code of Conduct that reiterates expectations of good governance, gender equality and transparency and provides operational mechanisms to deal with conflict of interest issues.

Selection Panel ALAS

- 2.8 The ALAS Selection Panel will consist of a minimum of three panel members and no more than four as follows:
- (a) An Australian academic, (who will chair the panel) able to assess and comment on ALAS PhD proposals;
 - (b) An AusAID representative (either from Port Moresby or Canberra);
 - (c) An appropriate staff member from Scholarships PNG who will also act as the Selection Panel secretariat; and
 - (d) An independent PNG national, preferably sourced from PNG's academic community.

Independent Review Mechanism

- 2.9 An Independent Review Mechanism (IRM) will review the quality of Scholarships PNG's systems and procedures and make recommendations to the JSC and AusAID. The IRM will be contracted and managed by AusAID. The IRM will review the systems of all Scholarships PNG implementers, including AusAID, the Contractor, key partners and proponent organisations to ensure they are in line with the design.

Scholarships PNG Program Design Document

- 2.10 This Scope of Services outlines the role of the Contractor in supporting the implementation of Scholarships PNG. In developing and implementing the services identified in this contract, the Contractor should refer to both the Program Design Documents (PDD) and to the Annexes of this Scope of Service. In particular the PDD sets out the context, scope, objectives and principles of Scholarships PNG and are the primary reference documents to gain an understanding of the program to be implemented. In instances where there is a discrepancy between the PDD and the Contract, the Contract (including Annexes) will take precedence. Many of the Annexes are the Handbooks and Guidelines setting the various programs (ADS, NZDS, ALAS) procedures and rules, which are updated on regular basis. Newly published Handbooks and Guidelines, should replace the existing ones as procedural reference documents and as Annexes to this Scope of Service.
- 2.11 Acting on instruction of the JSC, the MC will respond to emerging priorities through the design, development and implementation of professional and technical activities that meet the identified need. Where possible, the technical expertise, training and other support services will be sourced through partnerships with appropriately certified PNG based organisations and agencies.

3. COMPONENT DESCRIPTION

Component 1: Australian and New Zealand Scholarships to PNG

- 3.1 AusAID and NZAID Scholarships provide PNG with returned scholars who have technical and leadership capability to make personal and institutional contributions to development in the country. Selection will be based on agreed PNG priorities, the merit of the candidate and the potential for a positive development outcome in the future. Component 1 supports the program aim through the following two objectives:
- (a) Objective 1: To provide men and women with the skills and knowledge to contribute to PNG's economic and social development within the priority areas of National and Provincial governments.
 - (b) Objective 2: To provide men and women with the skills and knowledge to contribute to PNG's economic and social development within the private sector and civil society.
- 3.2 Component 1 will:
- (a) achieve the above objectives through the AusAID and NZAID Scholarship Programs described in **Clauses 1.4 to 1.6** above, (ADS, ALAS, NZDS-Open and NZDS-Public). Each of these programs has specific guidance spelt out in the handbooks and guidance manuals attached;
 - (b) improve advocacy and profile of scholarship opportunities through the development and implementation of a Scholarships PNG communication plan;

- (c) address difficulties in gaining access to, and successfully completing tertiary award study. These difficulties including gender and provincial location of potential scholarship applicants;
 - (d) address, but will not be restricted to agreed human resource needs identified by the GoPNG through GoPNG representation on the JSC;
 - (e) address the shortcomings of the current application and selection processes through improved application forms, more transparent application processes and the use of English language proficiency testing and interviews during selection processes;
 - (f) address the high levels of study award variation and termination (primarily in ADS); including strengthening pre-departure preparation and increased monitoring and support for awardees while in Australia and New Zealand;
 - (g) address reintegration issues of awardees back into the PNG community and workforce, again specifically addressing difficulties specific to gender equity and provincial location of returning graduates;
 - (h) endorse and act upon the decisions made by the Scholarships PNG Selection Panel and ALAS Selection Panel;
 - (i) implement a pilot foundation year in PNG; and
 - (j) implement a pilot two year in-country component of ADS and NZDS in partnership with Australian and New Zealand universities.
- 3.3 Scholarships PNG will be managed in a way that encourages maximum opportunity for eligible men and women, as well as maximum benefit for PNG when scholars return. This requires a management approach that seeks to identify and mobilise the best applicants, taking account of gender equality in relation to both the numbers and the fields of study. During the life of Scholarships PNG, other Australian and New Zealand scholarships may come under the objectives and processes that are described as Component 1 (for an example refer to **Clause 3.9 below**).

Component 2: PNG Professional Development Initiatives

- 3.4 Component 2 will provide direct support to strengthen the capacity of associations, organisations, and men and women, in pursuit of the following three objectives:
- (a) **Objective 3:** To empower young women and men to actively participate in the development of civil society.
 - (b) **Objective 4:** To strengthen identified professional bodies to provide to their membership opportunities to develop skills and knowledge essential to achieve best practice in the operation of PNG industry, Civil Society Organisations and government.
 - (c) **Objective 5:** To strengthen the capacity and profile of Australian and NZ Alumni in PNG.

- 3.5 In each of the above human resource and professional development initiatives, the Contractor will focus on providing advice and opportunities for women to identify and undertake courses, training or placements that increase their potential for high-skilled employment or promotion. This is especially the case in respect to “non-traditional” employment areas, including technology-based opportunities, as a practitioner or in management.
- 3.6 Component 2 objectives will primarily be achieved through the development and implementation of a flexible assistance program providing small funding grants that will:
- (a) Assist young and emerging leaders to access activities, networks and funding to strengthen their leadership and governance skills;
 - (b) support professional associations to provide professional development opportunities for their membership, including those in the provinces and remote locations; and
 - (c) support PNGAAA and PNGNZA to play an active role in the development of PNG.
- 3.7 The PNG Professional Development program is significantly smaller in terms of funds allocated. However this program’s impact can be significant if carefully targeted.

Other Activities to be managed by Scholarships PNG

- 3.8 There are a number of initiatives managed by the PNG–Australia Targeted Training Facility (PATTAf) which are in addition to the existing ADS scholarship and professional development activities. The Contractor will be expected to have the capacity to accommodate emerging priorities, and take over (if required) existing programs contracts, delivered through PATTAf or directly through NZAID, through a process of novation. The existing activities to be novated are outlined below.
- 3.9 **Australian and New Zealand Regional Development Scholarships (RDS):** RDS are, currently awarded to nationals of a number of Pacific Island Countries (Sending Posts) to undertake study in regional higher education institutions (Receiving Posts). Papua New Guinea is currently only a Receiving Post, with around 45 awardees currently on study programs in PNG. Scholarships PNG will be primarily responsible for these awardees pastoral care while in PNG. At some point during the life of Scholarships PNG, this may change and PNG may become a Sending Post, requiring promotion, selection and mobilisation services. Services currently required for the management of RDS are set out under **Clauses 5.50 to 5.53 below**.
- 3.10 **Careers in Development (CiD):** CiD is a PNG donor partnership under a Memorandum of Understanding (**Annex 13**) to provide a number of cadet opportunities to young graduates of PNG universities. CiD cadets spend up to six (6) months in three (3) development partner agencies, building professional skills and a deeper understanding of development objectives in the PNG context. The CiD program is, at present, due to be finalised in November 2010. Service required for the management of CiD are set out under **Clause 5.94 below**, and in **Annexes 12 and 13**.

4. SERVICES

The Contractor shall perform the following Services in accordance with the terms and conditions of this Contract:

Service 1: Facility Planning, Management and Reporting Functions

A. PLANNING

The Scholarships PNG Annual Plan

- 4.1 Each year the Contractor will be required to develop an Annual Plan for approval by the JSC, AusAID and NZAID. The Annual Plan will include all strategies, detailed resource schedules and the anticipated outcomes for the following year, in relation to both the JSC guidance and the M&E framework. The Annual Plan will also align with agreed AusAID, NZAID and GoPNG policies and requirements.
- 4.2 The Annual Plan will meet the quality and format requirements of AusAID and will include the information, data and available options required for evidence-based decision making. The Annual Plan will also integrate the approaches and strategies to be applied for each of the following:
- (a) HIV and AIDS approaches and practical measures to increase knowledge and protection, for Scholarships PNG staff and for external stakeholders (including the scholars);
 - (b) The security and health of all staff and (as appropriate) external stakeholders; and
 - (c) Scholarships PNG staffing and resource allocations.
- 4.3 The initial Annual Plan will be due three (3) months after commencement of this Contract and will detail the following 12 months of Scholarships PNG. The Annual Plan will also be flexible enough to progressively incorporate and integrate new ideas and processes that arise from implementation, including from (for example) the parallel development of the Scholarship Promotion and Communication Plan.

B) MANAGEMENT

Scholarships PNG Operations Handbook

- 4.4 The key management and operational mechanisms for Scholarships PNG shall be included in an Operations Handbook, submitted to the JSC for endorsement within three (3) months of commencement. The Operations Handbook must reflect the flexibility embodied in the scope of services and clearly indicate how the innovations on Scholarships management and Professional Development Initiatives will be managed. The Operations Handbook will be a key element in maintaining both service levels and quality and will be continually reviewed to reflect lessons learned and improvements in Scholarships PNG processes and methods.
- 4.5 The Operations Handbook will include (but not be limited to) the following:

- (a) **Standard Scholarships management operating procedures** outlining the key activities, Partner (AusAID, NZAID and GoPNG) processes, key Scholarships PNG processes and the cut-off dates that will form the basis of the scholarship management procedures. This document shall be presented in a way that is simple, clear and unambiguous and suitable for referral by all Scholarships PNG staff. There must be no chance of misinterpretation of the information on the requirements for confidentiality, security and poor practices by any staff member, whatever their involvement in the Scholarships PNG activities;
- (b) **Financial management procedures** to manage the Scholarships PNG financial systems and the accounts, the arrangements for financial acquittals, the reporting templates and measures to be applied for fraud protection (including for regular internal and external system and financial records auditing);
- (c) **Quality Assurance procedures and the approaches** and methods that will be put in place to ensure that there is continual reflection and quality improvement across all elements and practices of the Scholarships PNG;
- (d) **The Risk Management Plan** that addresses the risks associated with Scholarships PNG operations; health and safety (including HIV and AIDS); medical emergencies and evacuation; briefings and guidelines for all staff; and emergency communication arrangements and protocols. The Risk Management Plan will clearly outline the processes and staff responsible for ensuring that there is no corruption, nepotism or collusion in relation to any aspects of either the Scholarship management or the Professional Development processes;
- (e) **Templates for the Scholarships PNG planning and reporting requirements;** draft contracts for Selection Panel members and the PNG, Australian / NZ academic specialists to be involved in the selection process; and
- (f) **A Code of Conduct** for signing by all staff; the members of the JSC Selection Panels and any external consultants.

Management Functions and Principles

- 4.6 **Continuous Improvement and learning:** the Contractor will contribute to a process of continuous learning, in conjunction with AusAID and NZAID. This includes the Contractor sharing examples of best practice and lessons learnt with AusAID and NZAID (including other AusAID programs), GoPNG and Community Sector stakeholders and cross-Strongim Pipol Strongim Nesen (SPSN) initiatives.
- 4.7 **Implementation of Disability, Gender and HIV & AIDS and other policies:** including mainstreaming and monitoring of disability, gender equality, child protection and HIV & AIDS strategies. This includes all aspects of awareness raising, training and on-going mentoring as part of integrating and modelling good practice.
- 4.8 **Scholarships PNG Subcontractors:** manage the performance of all subcontractors and service providers to ensure the agreed outcomes are achieved.
- 4.9 **Financial management:** including budgeting and expenditures for operational and grant funds, as well as maintaining an audit regime.

- 4.10 **Agreement and Contract administration:** negotiating contracts and agreements with organisations and facilitating agreements as required for the broader aid program.
- 4.11 **Administrative and Logistical support for JSC Secretariat:** provide support to AusAID in its role as JSC Secretariat as requested.
- 4.12 **Systems and Procedures:** including ensuring business processes (financial, administrative and M&E) are consistent with partnership principles developed by AusAID and Key Partners, and building on existing GoPNG systems and procedures as appropriate. This also includes the streamlining of processes and formats for proposals, organisational assessment, funding, reporting and administration of grants and sub-contracts.

Support for JSC

- 4.13 The Contractor shall support the JSC in carrying out its governance and policy setting responsibilities including:
 - (a) **provide secretariat support;**
 - (b) **provide regular reports on Scholarships PNG's progress.** Such reports should be, succinct, factually correct and its recommendations realistic and based on robust analysis;
 - (c) **attend (by the Facility Director) JSC meetings as required;** and
 - (d) **administer the funding for the JSC,** including funding for annual review workshops, travel related costs and logistical arrangements and per diem for members (if required).

Communication and Relationship Management

- 4.14 The Facility Director shall act as the primary contact point between the Contractor and AusAID and NZAID. Where, at an operational level, AusAID and NZAID officers are in contact with other Facility staff, the Facility Director shall be copied into such correspondence or be made aware of such meetings prior to their taking place.
- 4.15 The Contractor will effectively communicate and manage relationships with local and international stakeholders to facilitate the implementation of Scholarships PNG activities. These stakeholders include a wide range of Government agencies, private sector, development partners, other AusAID staff and higher education institutions in PNG, New Zealand and Australia.
- 4.16 A number of GoA, GoNZ and GoPNG agencies are involved in the scholarship cycle. The relationships between AusAID, NZAID, GoPNG and the NZ and Australian Whole of Government (WoG) partners must be understood and supported. From contract commencement, the Contractor will ensure relationships are fostered at appropriate levels, with boundaries and communication protocols made clear. At all times, prior to working with key GoA, GoNZ and GoPNG stakeholders, the Contractor will articulate to AusAID and NZAID (as appropriate) the nature of the engagement and relationship.
- 4.17 Any Contractor staff visits to GoPNG agencies and associations will be for the sole purpose of advocating and managing the scholarships, brokering Fellowship

opportunities, and for human resource related purposes. Any discussions with PNG agencies will not be used to promote or advocate the Contractor's capacities or services for commercial purposes.

- 4.18 AusAID will be the point of contact for GoPNG and WoG partners and the Contractor. NZAID will be the point of contact for GoPNG and GoNZ agencies and the Contractor.

Procurement and Management of Personnel and Office Facilities

- 4.19 The Contractor must establish a Scholarships PNG office within one (1) month of the mobilisation date. The Scholarships PNG office will be located in central Port Moresby, comprising a safe, secure working environment, easily accessible to visitors, including access for people with a disability. It must have space suitable for displaying scholarship information, conducting meetings and interviews, and the space and technology to enable potential scholarship applicants to undertake research about Australian or New Zealand institutions and courses and life in Australia and New Zealand while undertaking study programs.
- 4.20 The Scholarships PNG office will incorporate appropriate communication, IT, network and other equipment to support the management of all aspects of the program. Importantly, the office will enable the secure storage of records, data and confidential information. In addition to the security of information and data in the office, daily updates will be electronically stored in highly secure location off-site, in case of fire or other emergencies.
- 4.21 The Contractor shall maintain an appropriate balance between international and local personnel for full time in-country positions. **Annex 2** provides indicative tables for full time personnel and Short Term Advisors (STA). An STA is someone engaged by the Contractor for a continuous period of less than six (6) months.
- 4.22 The Contractor will model good gender balance across its staff. The Contractor will provide highly experienced and qualified staff, to meet the requirements of the Contract, including the provision of sound technical and professional insight to the Program Partners (AusAID, NZAID and through the JSC, the GoPNG). The Scholarships PNG management team will comprise international and local staff with extensive expertise in scholarships programs, in the development of human resource plans and programs, and with a sound understanding of and experience with the collection and analysis of both qualitative and quantitative M&E data.
- 4.23 The senior person taking overall leadership and responsibility for the Contractor's contractual and activity management will act as the single point of contact for the two components. The person will be highly professional, well qualified, readily available, appropriately skilled and an excellent communicator. This person will have skills obtained from working in a developing country setting with sensitivities to the broader development issues such as HIV and AIDS risks and vulnerabilities, gender equality and principles of transparency and equity.
- 4.24 The Contractor will provide a team that possesses skills and experience in: professional development; training methods and approaches; communication and public relations, Higher Education in Australia and NZ, financial management and information technology; expertise in scholarships policy and administrative management; procurement management for services, and strong contract expertise. There is potential

to use web-based management for elements of the Scholarships PNG including maintaining contact with scholars in Australia and NZ.

- 4.25 The Contractor's staff will demonstrate skills or experience that can be applied successfully within the dynamics of PNG's complex context. There will be an emphasis on continuous improvement, innovation through the analysis of lessons learned and data, effective planning, concise and accurate reporting, and strong M&E for measuring the impact of development initiatives (particularly the outcomes of the scholarships programs), as well as the professional development initiatives.
- 4.26 Senior staff will require a strong understanding of PNG and the Australian and NZ university sector. This will better enable them to:
- (a) support potential scholars in their choice of award and institution;
 - (b) contact scholars while they are undertaking study in Australia and NZ;
 - (c) oversee the development and management of the innovations to pre-departure programs to ensure the program outcomes strengthen the awardees capacity to successfully meet the expectations of Australian and New Zealand Higher Education Institutions; and
 - (d) oversee the development and management of the pilot program for awardees to undertake two (2) years study in PNG before completing their award in Australia.
- 4.27 The indicative staffing tables in **Annex 2** provides an overview of the expertise that is required, staffing numbers and mix of skills to match Scholarships PNG's planning, management, operational and M&E requirements.

C) REPORTING

Database

- 4.28 The Contractor shall develop and maintain a database able to track people through the various stages of the Scholarship cycle, including post award.
- 4.29 The database should be able to provided historical data on scholar's status at the various stages in the cycle, indicative examples include: when a person is regarded as an 'Applicant,' a 'Candidate', an 'Awardee' and a 'Graduate'.
- 4.30 The database should be able to extract data that informs M&E responsibilities and Partner corporate reporting responsibilities, disaggregating by gender, province, scholarship type (ADS, NZDS etc).
- 4.31 The database should allow for either transfer of data or limited, appropriate access to PNGAAA, NZAA and, if feasible, appropriate GoPNG agencies (NTC and DPM) in order to facilitate each of these organisations responsibilities in the delivery of AusAID and NZAID scholarships.
- 4.32 The database application and contents remains the property of AusAID and NZAID.

- 4.33 The database should compliment the data collecting activities and functions of the existing AusAID and NZDS Scholarship management systems. **Annex 11** describes these Scholarship Management Systems, including their current status and context.

Six-Monthly and Annual Reports

- 4.34 The Contractor will collect and record data required to submit a Six-Monthly and Annual Report, based on the agreed Annual Plan. The Six-Monthly and Annual Reports will include (as a minimum) the type of data and information as included in the M&E Framework. These Reports will be concise, providing Partners with strategic and operational information required for them to make informed decisions on the best way to plan and implement the Scholarships PNG. Reports will include the following:

- (a) **Promotion, Application, Selection, Placement:** including features of each annual Scholarship recruitment round detailing promotion, application, selection and screening activities, with clear disaggregation by gender, disability, location, fields of study, level of study, Australian / NZ institution, award category (i.e. Public and Open), the indicated area of development contribution and continuous improvement approaches. Information will be provided on scholars' placement experience and the summary outcomes for the year's cohort.
- (b) **Report on Academic Outputs:** gender disaggregated and including:
 - (i) Information from Australian and NZ universities,¹ tracking scholar progress by semester, noting deferrals, extensions, suspensions, downgrades, upgrades and drop-outs. Identify high achievers, students at risk and measures to mitigate. This student information is available from the Student Information Management Online (SIMON - managed by AusAID's Scholarship Section) and the Student Information and Management System (SIMS), managed by the NZAID scholarships in Wellington;
 - (ii) Academic progress, including any extensions and variations, to be shared with the sponsoring agencies by the scholar;
 - (iii) Details of completed scholarships and RDS, including pass/failure, an analysis of reasons for failure and suggestions for areas where improvement could be achieved;
 - (iv) Post-graduation monitoring activities, focusing on returned graduates each year, resumption of employment and information on expected contribution to development. This includes details of activities arranged with PNGAAA/PNG NZ Alumni; and
 - (v) Debriefing of scholars and their experiences.

¹ Required to demonstrate that a spread of Australian and New Zealand universities are engaged with the scholarship programs, as well as that information on Australian and New Zealand institutions and courses is freely available to the potential scholars

- (c) **Reintegration Outcomes:** including any lessons learned from returning scholars and awardees in relation to development outcomes at the GoPNG agency / sector employment level.
 - (d) **Follow-up activities:** including making contact with graduating scholars within the first month of their return to PNG, providing an opportunity to debrief them and their families; interaction by recently returned scholars with scholars in Australia or NZ, including potential for maintaining national and international networking activities.
 - (e) **Monitoring and Evaluation:** including progress towards the achievement of program outcomes based on data collected from the M&E tools.
- 4.35 In addition to the Six-Monthly Reports, and on an ongoing basis, the Contractor will use Exception Reporting to communicate any urgent information or constraints that require consideration and decisions from the JSC, AusAID or NZAID.

Information for AusAID's Annual Corporate Reporting

- 4.36 The Contractor will be required to provide specific input and data to AusAID's annual Quality at Implementation (QAI) and Sector Performance Reporting (SPR) (February – April each year). This will provide an assessment of implementation of the scholarships against the following criteria:
- (a) Implementation progress across all Scholarship and award programs;
 - (b) Achieving objectives;
 - (c) Monitoring and evaluation;
 - (d) Sustainability;
 - (e) Risk management; and
 - (f) Gender equality and other overarching issues.

Independent Progress and Completion Review

- 4.37 An Independent Progress Review (IPR) will be conducted early in the first half of the third year. The IPR will assess the outcomes of the Program arrangements and Contractor performance. At completion of the IPR, a recommendation will be made whether to extend the contract from three to five years.
- 4.38 The IPR will also recommend, as required, any potential for improvement in the efficiency and effectiveness of Contractor's processes or management, with particular reference to access, equity, quality processes, gender equality, transparency of the Scholarship cycle, the impact measures of the Scholarships PNG, and value for money.
- 4.39 A review of the Scholarships PNG M&E system will also be undertaken, to ensure that the required amount and quality of information is being collected and that the reporting meets AusAID and GoPNG requirements. Where possible, the data and information used for the M&E will be sourced through the existing systems and reporting regimes of the Partner organisation / institution.

- 4.40 An Independent Completion Review (ICR) will be conducted in the last quarter to the final contract.
- 4.41 Both IPR and ICR will be managed and funded by AusAID and NZAID, outside the funding scope of this Contract. The MC will make Scholarships PNG staff, systems and documentation available to review teams so they are able to undertake the review missions.

Monitoring and Evaluation

- 4.42 The Monitoring and Evaluation (M&E) Framework attached to the PDD is indicative of the Outcome and Output indicators required under this service and the suggested collection methodologies. Within three (3) months of contract commencement the Contractor will submitted for approval to (by AusAID and NZAID) a comprehensive M&E framework based on the design's indicative framework, which the Contractor will be responsible for implementing and reviewing annually.
- 4.43 The M&E Framework should be a useful tool to assess and refine Facility, program (and Stakeholder) performance on an annual basis and to inform AusAID and NZAID's annual corporate reporting requirement and, in a longer term context, program mid term and completion reviews and program evaluation.
- 4.44 In line with the Paris Declaration, Accra Statement and the Cairns Compact, the Contractor shall encourage and assist GoPNG stakeholders to strengthen their indicator collection and analysis capacity and thereby their own M&E capacity.
- 4.45 The M&E framework should, at a minimum, disaggregate by gender, age profiles, accompanied/unaccompanied and provincial recruitment and should where appropriate collect data on other cross cutting issues such as disabilities and HIV and AIDS.
- 4.46 The M&E framework should at a minimum collect realistic and reasonable indicators that report:
- (a) Outputs against scholarship cycle processes (promotion, applications, selection, mobilisation, levels of study etc);
 - (b) Outputs against scholarship study programs (Types of awards undertaken, variations – types, terminations, completions – on time or not, down grades);
 - (c) Outcomes attributable to the changes to scholarship processes that have been instigated through this design, using PATTAF study program outcomes as baseline measurements (for example, changes to promotional activities, pre-departure, reintegration etc);
 - (d) Outcomes of development impact in PNG attributable to the programs delivered by Scholarships PNG, (which should directly address the five Scholarships PNG objectives; and
 - (e) Tracer studies, case studies and focus groups can be valuable sources of quantitative indicators and should be considered as part of the M&E framework. The contractor should avoid using these methods to only report success, but should also seek to highlight lessons learnt and program constraints. Two (2)

years after graduates return from study, the development effect attributable to the program becomes hard to gauge via these methodologies.

D) TRANSITIONAL PHASE

- 4.47 PNG-Australia Targeted Training Facility (PATTAF) has provided a range of scholarship and short term training services to AusAID and PNG since April 2002. Scholarships PNG follows on from PATTAF and there are existing resources, equipment and facilities that may be suitable for transfer from PATTAF to Scholarships PNG at contract commencement. These physical resources include office equipment, IT, furniture, vehicles and other related items. Details of any equipment and its condition will be provided to the Contractor at the appropriate time, to enable an assessment of what may be suitable for use by Scholarships PNG.
- 4.48 It is expected that any existing equipment and other physical resources will be reviewed as part of minimising any duplication in procurement. This consideration is especially the case for those vehicles currently in use on the PATTAF. In relation to the existing PATTAF staff arrangements, there may well be local PNG staff employed under PATTAF who may wish to be considered for positions in Scholarships PNG.
- 4.49 The Contractor will ensure a smooth transition into Scholarships PNG from the PATTAF, including:
- (a) Outline transition phase arrangements as part of the initial Annual Plan, which will also indicate how to make best use of existing resources;
 - (b) Detailed schedules for the establishment of the office, staffing schedules, and support for the JSC;
 - (c) Where the office in Port Moresby will be located, staffing profile and organisational linkages;
 - (d) How existing data and databases can be modified, translated or extended to meet the Scholarships PNG needs;
 - (e) How any local PATTAF staff identified for joining the Scholarships PNG can be transferred and managed;
 - (f) How the initial two (2) months of Scholarships PNG will be implemented to ensure a seamless transition;
 - (g) A plan for advocacy and providing information to key stakeholders;
 - (h) Informing stakeholders of the new arrangements during the first four (4) months of Scholarships PNG through implementing the agreed Communications Plan;
 - (i) Accepting transfer of assets from the PATTAF in consultation with AusAID; and
 - (j) Managing funding and providing continued support to ongoing activities and accept the novation of, and subsequently manage, contracts and agreements that continue under Scholarships PNG.

Service 2: Component 1: Scholarships to PNG - Service Requirements

- 4.50 The following broadly outlines the services to be delivered by the Contractor with respect to Component 1. The Contractor should refer to Annex 1 for a summary of tasks and responsibilities and to the PDD for details on the intent and expected outcomes of these services, including more details on AusAID and NZAID expectations in developing and implementing these services
- 4.51 In future it is anticipated that many scholarship applicants may make use of on-line forms for their information and subsequently lodging applications (as occurs already with ALA Scholarships). This dynamic IT environment means the Contractor will need to assign qualified staff who can understand and communicate well in English and who have good Information Communication Technology (ICT) skills. However, as PNG is in a IT transition, applicant access to IT resources will be disparate and therefore potentially jeopardising equitable access. While IT staff skills, IT systems and an innovative approach are needed from the outset, the Contractor shall ensure staff and systems have the capacity to conduct Scholarships work via the internet and in hard-copy format.
- 4.52 The Scholarship program poses an increased risk of HIV transmission due to increased mobility, separation of spouses and access to additional finances. As part of the first and subsequent Annual Plans, the Contractor will develop an approach, for Partner endorsement, that details how HIV + AIDS will be addressed across the scholarship cycle. Special attention will be given to address risk and vulnerability experienced by men and women across the various aspects of the Program.

Promotion of Scholarship Opportunities

- 4.53 The Contractor will develop a PNG Scholarship Promotion and Communication Plan within three (3) months of the commencement of the Contract, for approval by AusAID and NZAID. The communication planning will involve liaison and planned advocacy to central agencies, sub-national agencies, universities, research institutions, private sector associations, faith-based organisations, CSOs and NGOs and professional associations, with the objective of promoting scholarships objectives and processes and the benefits and obligations of participating in Scholarships PNG programs.
- 4.54 Scholarships PNG intends to move away from blanket marketing and promotional activities to more targeted promotion, through the use of Profiles that identify the sectors and potential candidates within those sectors. The Contractor shall gradually implement, evaluate and continuously refine the concept Candidate Profiling. The Contractor shall refer to the PDD for an indicative Profile template.
- 4.55 The promotion strategies will take into account the proposed Profiles outlined in the PDD) and, specific approaches and methods to identify women who can participate in the scholarship programs, as well as opportunities for those people with disabilities as set out in the PDD.
- 4.56 The Contractor will provide and distribute concise information and advice on scholarship objectives, eligibility, as well as how and when to apply for Scholarships. Where appropriate, separate scholarship information sessions will be held for women, i.e. through accessing local or national PNG women's groups.

- 4.57 By 15 October each year, the Contractor will develop an Annual Calendar of Scholarship Key Dates for the upcoming cycle, providing targets and deadlines for selection and preparation of scholars, communicated to all key stakeholders.
- 4.58 Using Scholarship Profiles for Public and Open categories, the Contractor shall ensure promotion of scholarships is specific and targeted, equipping potential applicants with sufficient information to self-determine whether their application would be competitive.
- 4.59 Information sessions will also be conducted in the major Provincial centres, with a view to increase the number of Provincial applications and awards. This increased focus will include advice to potential candidates on the required eligibility criteria, the selection criteria, scholarship application information and required documents to be submitted.

Scholarship Application Form for ADS and NZDS

- 4.60 The Contractor will develop a new (Australian and NZ) scholarship application form for use in the recruitment of applicants for study commencing in 2011. The form will:
- (a) be simple and have no ambiguities or inconsistencies;
 - (b) clearly reflect all eligibility requirements;
 - (c) outline selection processes, including key dates where applicants must be available to undertake interviews or tests; and
 - (d) meet the requirements set out in the PDD, as to GoPNG/employer endorsement and identification of preferred areas/courses of study.
- 4.61 The Contractor shall review and adjust and seek endorsement of ADS and NZDS eligibility requirements from JSC on a yearly basis, ensuring eligibility reflect equity issues and a minimum standard of academic and development merit.

Scholarship Application Process for ADS and NZDS

- 4.62 The Contractor shall manage a five (5) month period of application acceptance, commencing in November and closing on 31 March the following year. During this time applications will be eligibility checked and electronic records created.
- 4.63 The Contractor shall provide facilities and resources to enable potential applicants to undertake their own research. The range of issues and topics covered should include but not be restricted to the following:
- (a) the types of scholarships, (ADS-Open, ADS-Public, NZDS-Open, NZDS-Public);
 - (b) the different benefits, obligations and objectives provided by each scholarship type;
 - (c) the broad areas of study appropriate for the applicant and courses that are potentially available to the applicant;

- (d) the implications of undertaking study programs in Australia and New Zealand, including academic expectations and living in the Australian or New Zealand community (including cost of living issues); and
 - (e) eligibility and selection criteria clarification.
- 4.64 The Contractor shall encourage applicants to investigate course at a subject level and to consider the appropriateness of those subjects to both the PNG context and the applicant's skills and interests.
- 4.65 The Contractor shall ensure that all applications are treated in a confidential, transparent and secure manner, ensuring the integrity of the system and the reputation of all stakeholders is maintained.
- 4.66 The Contractor is obliged to report immediately to AusAID and NZAID any instances where corruption or fraud has taken place or been attempted during the application process and to ensure that all Contractor staff are aware of how seriously this issue is taken by both AusAID and NZAID.

Government of PNG Endorsement

- 4.67 The Contractor shall by 1 May of each year, have completed all eligibility checks and have sent eligible Public category applications to the nominating GoPNG agencies for GoPNG endorsement of the application.
- 4.68 The Contractor shall, by the 10 May of each year provide NTC with the application data of all Open category candidates and DPM of all Public category applicants.
- 4.69 The Contractor shall stay in regular contact with the GoPNG nominating agencies to ensure that all applications are returned (endorsed or not endorsed) by 1 June of each year.

Scholarship Selection

- 4.70 The outcome of the ADS and NZDS selection process will be up to 160 successful candidates and up to 30 reserve candidates willing and able to commence study at the commencement of Semester 1 or Semester 2 of the next calendar year (refer to the PDD for indicative time lines for ADS and NZDS scholarship selection processes).
- 4.71 The outcome of the ALAS selection process will be up to 20 shortlisted candidates submitted to Canberra for final consideration. Refer to the current ALAS Handbook and Guidelines (Annex 4, 5 and 6) for the timelines and procedures for ALAS selection (including the sub component of the ALAS, The Allison Sudradjat Awards, at **Annex 6**).
- 4.72 The Contractor shall ensure that the selection of 160 priority candidates and up to 30 reserve candidates (ADS and NZDS) is completed and signed off by the JSC no later than 31 August of each year.
- 4.73 The Contractor shall ensure that up to 20 shortlisted ALAS candidates are submitted to AusAID Post no later than 15 August each year, so that a final AusAID Post approved shortlist can be submitted to AusAID Canberra by 25 August each year.

- 4.74 The Contractor shall manage the Scholarships PNG and ALAS Selection processes by:
- (a) establishing a joint Selection Panel for ADS and NZDS and the ALAS Selection Panel, as outlined in **Clauses 2.6 to 2.8** above;
 - (b) **developing a Code of Conduct** for approval by the JSC which will be signed annually by all Selection Panel members;
 - (c) **providing secretarial support** to both panels;
 - (d) **providing training** to members of all panels on their roles and responsibilities to increase panel member's selection competency;
 - (e) ensuring selection panels are established well in advance of the selection processes; and
 - (f) administering the funding for selection panels including per diems (if required), travel related costs and logistical arrangements.
- 4.75 In accordance with the information in Annex 1 and in the PDD, the Contractor shall manage the administration processes for annual scholarship selection including:
- (a) the return of applications, including the use of provincial centre lodgement facilities;
 - (b) maintaining accurate records of applicants, candidates and awardees by:
 - (i) creation and management of individual records, appropriate to the scholarship application, on an integrated data base and populate the record for the life of the application through out the program.
 - (ii) maintain and update information on AusAID's and NZAID's Scholarship Management data bases as required for particular scholarship programs.
 - (c) the initial eligibility checking of application;
 - (d) the disbursement of eligible applications to appropriate GoPNG agencies for GoPNG endorsement;
 - (e) the management of selection processes (in a secure, lockable work area with secure storage facilities) to facilitate the following Selection Panel activities:
 - (i) Selection Panel members reading all eligible applications to consider and rank these application. This Selection Panel duty does not necessarily have to be collaborative and does not form part of the formal Selection Panel meetings. Individual Selection Panel members may have access to this room for extended periods (e.g. during evenings);
 - (ii) Once all Selection Panel members have completed their individual ranking of candidates, the Selection Panel will formally meet to review

the combined Ranking results and make a final short list of a maximum of 220 candidates;

- (iii) Selection Panel members shall participate in group interview sessions of these 220 shortlisted candidates, as outlined in Clauses XXX and in **Annex 1** and in the PDD; and
 - (iv) Once the results of the interview process are finalised, the Selection Panel will formally meet to make a final selection of 160 priority candidates and 30 reserve candidates.
- (f) notification to applicants of their application's status in a timely and accurate manner in a way that will inform applicants of their applications strengths and weaknesses in regards to the relevant scholarship selection criteria.

Scholarships Selection: Interviews and Written Test

4.76 The Contractor shall:

- (a) organise and facilitate group interviews of six to eight candidates, attended by two members of the Selection Panel, who will rank candidates performance during the interview;
- (b) organise and facilitate candidates completing a short written essay immediately after the group interview in which the candidate summarises the group interview outcome from point of view; and
- (c) collate the results of (a) and (b) above for consideration of the final selection of priority and reserve candidates.

Scholarship Selection: English Language Testing for Short Listed (IELTS or TOFEL) Applicants ADS and NZDS

- 4.77 At the time scholarship interviews are held, the Contractor will arrange for all short-listed ADS and NZDS candidates to take an IELTS or similar diagnostic test, with candidates subsequently informed of their results or scores.
- 4.78 The Contractor will ensure that these test dates are promoted to ALAS candidates from whom a sufficient English proficiency test score is a mandatory eligibility requirement.
- 4.79 The Contractor will provide the diagnostic test results of successful candidates to the appropriate Australian or NZ universities, forming part of the information each institution uses when considering what support programs they need to provide to individual PNG scholars.

Scholarship Selection: Course Selection, Academic and Pastoral Advice for Scholarship Candidates

- 4.80 The Contractor shall engage the services of a Short Term Advisor (STA) and provide appropriate resources to assist priority and reserve candidate's final choice of course and institution. The STA shall be a Higher Education specialist, who will provide advice on the course, institution options (including urban location and if necessary units

of study) that best suits the development and learning outcomes specified on the application and considers the candidates family and financial circumstance.

- 4.81 The aim of this STA position is to assist successful candidates to nominate a course and institution that aligns with their area of interest and ability, is suited to their employer (where applicable), is clearly within agreed development priorities and is delivered in at an Australian or New Zealand university where the candidate is able to manage their family responsibilities while successfully completing their study program on time.

Pilot 10-Month Foundation Course for Provincial Candidates who almost make Selection for ADS and NZDS

- 4.82 After final selection of ADS and NZDS, the Contractor will examine the next ranked applicants who live and work in the Provinces, who will be eligible for participation in a pilot 10-month Foundation Course to be undertaken in 2011.
- 4.83 The Contractor will produce a list of 25 of the (unsuccessful) Provincial applicants who were shortlisted but not selected to receive an award in the current application round (see PDD). This group, (including at least 50% female applicants), will be invited to undertake a Foundation Course, if they have the following attributes:
- (a) evidence of current employment (including unpaid or volunteer work), living and working in Provincial PNG;
 - (b) potential to make a significant development impact in their Province or their agency; and
 - (c) willing to undertake a 10-month full-time residential course in PNG, in order to increase their academic skills, knowledge and English language capacity.
- 4.84 The Contractor will add to the eligible list for the Foundation Course, reserve provincial candidates who were not subsequently selected for a Scholarship (and who also fulfil the above Foundation Course criteria).
- 4.85 The Contractor will identify the key areas of learning and key skills to be addressed through the Foundation Course, including underlying development themes.
- 4.86 The profile and needs analysis of the Foundation Course cohort will be used by the Contractor to develop the curriculum, covering basic academic English, numeracy skills, study skills, IT skills, time-management, gender awareness, HIV and AIDS awareness and personal / domestic skills applicable in the Australian or NZ context.
- 4.87 Once the composition of the Foundation Course group has been established the Contractor shall seek tenders to develop and provide the 10-month Residential Foundation course, delivered at a PNG university from the beginning of 2011.

Allocate a Proportion of Scholarships for PNG Higher Education (HE) Sector

- 4.88 The Contractor shall ensure that 10% of ADS and NZDS are allocated to support strengthening of PNG universities, public research institutions, the Office of Higher Education and the Commission of Higher Education. HE Sector Scholarships will be available to senior and emerging managers for institutional development, as well as to teaching and research academics.

- 4.89 In direct support of institutional development, scholarships for senior and emerging managers would cover HRD within the HE sector, including universities, public research institutes, CHE and OHE. Fields of study could include: financial management, IT and communication technology, knowledge management, managing diversity, leadership, management (in particular HR management and project management), planning, QA, administration, policy development and facilities management.
- 4.90 Scholarships for PNG academics will focus on university teaching and research staff (including research staff in public research institutes) for upgrading of qualifications, in particular obtaining research qualifications.
- 4.91 Leaders or potential leaders in the PNG HE sector should also be identified and encouraged to apply for ALA Scholarships. The current PNG university academics and junior researchers from research institutes will be considered to undertake PhD programs.
- 4.92 Individual applicants from academia will be required to ensure their proposed course and qualification aligns with priority development areas documented within their own institution. Research awards that address cross cutting issues (for example increasing women's access to non-traditional qualification, careers and employment; or limiting the spread of HIV + AIDS) would be encouraged.

Scholarships PNG Pre-Departure Briefing Program

- 4.93 The Pre-departure Briefing Program (PDB) program will be tendered by the Contractor and delivered over two weeks, for all scholars approved for Australia and NZ.
- 4.94 The Contractor shall ensure the PDB is held in a secure, residential university environment that has access to local child-care facilities for women scholars accompanied by children and appropriate disability access and services.
- 4.95 The Contractor shall ensure the PNGAAA and the PNGNZA are involved in the PDB to provide advice and an expanded network for scholars and that PNGAAA and PNGNZA are paid for the services delivered (not the individual members delivering the service).
- 4.96 The Contractor shall ensure the PDB delivers the following learning and understanding:
- (a) information and communication technology, including basic understanding of e-mail, use of internet and use of computers in study, including accessing on-line summaries of course units, degree programs and methods of teaching;
 - (b) basic concepts in student time management, importance of meeting deadlines and understanding the penalties for being late, and support mechanisms available;
 - (c) Australian and NZ university expectations for presentations, reading and reviewing literature, assignments and management of data and the standard of academic English;
 - (d) law and culture of Australia and NZ;

- (e) facilitates each scholar to make email / web-based contact with their university in Australia or NZ and to explore university web sites and other relevant websites;
 - (f) introduces all scholars to Australian and NZ university policies, which include a zero tolerance for sexual harassment, or any form of violence and discrimination. This includes the need for PNG scholars to report any instance of violence or harassment; and
 - (g) stresses the importance of PNG scholars making themselves aware of university policies, including case examples and penalties, as well as instances where non-compliance has led to poor outcomes for the scholar and institution (including termination).
- 4.97 For the final three (3) days of the PDB, the scholar's spouse will be invited to join activities, with specific sessions to further explain and discuss the impact that an overseas scholarship can have on PNG families. These sessions would include:
- (a) impact of prolonged absence from community, including loneliness and increased probability of engaging in risk taking behaviour, discussing various risks and remedial actions (for example, risk of STDs, prevention, early testing and treatment related to STDs, particularly HIV & AIDS, through sexual health clinics);
 - (b) impact of taking family members to Australia on their study, accommodation, finances;
 - (c) opportunities for work experience or attachments in Australia or New Zealand;
 - (d) opportunities for employment in Australia or NZ during the scholarship program;
 - (e) discussions of cross-cultural issues and an overview of the legal environment;
 - (f) basic computer literacy and accessing information via the internet; and
 - (g) life skills, including cooking, cleaning and budgeting.
- 4.98 As appropriate, the Contractor will ensure that departing scholarship awardees are provided with the email and contact details of returned scholars who previously studied at the same university, so they can be contacted for specific information. Recently returned scholars from Australian and NZ universities will also be contracted to provide PDB inputs, enabling departing scholars to receive information on living, transport and study aspects of the Australian or NZ city and university context.
- 4.99 The Contractor will ensure that all scholars, and their spouses, understand the applicable contracts the scholars have entered into, their obligations under these contracts and the possible consequences of failing to fulfil these obligations.
- 4.100 The Contractor shall emphasise the importance of early intervention and support where a scholar feels they are not coping with the academic workload or their social situation.

- 4.101 In liaison with the PNGAAA and the PNGNZA, the Contractor will produce a Code of Conduct to be provided to every departing scholar, as well as explained in detail during workshops and discussions. There will be no ambiguity or any misunderstanding of what is expected in Australia or NZ. Employers have expectations of being informed of the progress. For any variations to a study program or length, each scholar will be instructed to inform their employer.

Reintegration of Returning Scholars

- 4.102 The Contractor shall develop a Reintegration Plan (RP) that is completed at the time of scholarship application. The RP submitted will be appropriate to the category being applied for (Open or Public). RP's will necessarily be living documents that evolves as the study course is completed and the graduate's circumstances change on arrival back in PNG.
- 4.103 The Contractor will maintain regular contact with the scholars while in Australia or NZ, being contacted at a minimum every three (3) months, to monitor progress, provide support and guidance and where necessary to remind scholars of their obligations while on-scholarship (for example providing Public Sector employers with academic results).
- 4.104 The Contractor shall develop reintegration modules/brochures/website content that address reintegration issues generally and women's reintegration issues specifically. Such modules might target both female graduates and their employers (particularly in the Public Sector).
- 4.105 Within the last three (3) months of an awardees time in Australia, the Contractor shall encourage membership of both Alumni Associations, by offering to pay the graduating scholars first years' membership fees and provide access to general information about job vacancies in PNG.
- 4.106 The Contractor shall encourage returning scholars to participate in de-briefing meetings with the Contractor soon after return, undertaken by a staff member and/or a member of the Alumni. Notes of issues raised by the returning scholars will be summarised by the Contractor and provided to the JSC, subsequently used to improve scholarship processes.

Monitor Responsibilities of Government of PNG Employers

- 4.107 The Contractor should note the importance of a scholar receiving GoPNG / agency support and encouragement on their return to PNG. If a PNG employer consistently reneges on its agreed responsibilities towards scholars, as outlined in RP, the Contractor will report this in writing to the JSC. The JSC may choose to review the reasons why this is occurring and in extreme cases may recommend that no further Scholarships PNG scholarships are allocated to that agency.

Monitor and Facilitate the Responsibilities GoPNG Agencies, Awardees and Alumni

- 4.108 The Contractor shall work with National Training Council (NTC) and the Department of Personnel Management (DPM) to strengthen each of these two (2) GoPNG agencies scholarship database management capacity (and therefore their M&E capacity). The Contractor's scholarships data base will allow for electronic transfer of relevant Scholarships PNG scholarship data to NTC and DPM. The intent of this service is to improve NTC and DPM M&E systems and to allow NTC and DPM to be more

effective and efficient in fulfilling their responsibilities under the ADS and NZDS selection processes. This support to the Partners may include training, software and, if necessary, reasonable hardware.

Pilot Delivering Year 1 for a Cohort of Scholarship Holders in a PNG University

- 4.109 The Contractor shall develop and deliver a pilot program that commences in Semester 1 2012 where 20 to 25 scholars undertake an initial period of their formal academic study at a PNG university.
- 4.110 The Contractor will ensure the Pilot course is accredited in Australia and NZ and that the Quality Assurance processes are appropriate. The required outcome is that successful completion of the initial 2 years of the PNG University undergraduate degree (PNG Foundation Year plus Year 1) will be equated by the relevant accreditation systems as being equivalent to the first year of a three-year Australian or NZ undergraduate degree within the same discipline area.
- 4.111 It is important that PNG scholars participating in this pilot are able to have a number of options in choosing an Australian or NZ university after they have completed the Foundation Year plus Year 1 in PNG. Therefore the Contractor will negotiate with a range of Australian or NZ universities, who are open to participating in this pilot program, so that there is formal recognition of this new PNG study and course credit pathway.
- 4.112 It is envisaged that the pilot program will be restricted to one (1) or two (2) courses or areas of study.

Support the Australian Leadership Award Scholarships

- 4.113 The Contractor will be required to raise the profile of Australian Leadership Award Scholarship (ALAS) in PNG through targeted promotional activities. The Contractor will make specific efforts to identify women for consideration as ALA scholars, through promotion and advocacy as well as liaising with relevant industry associations, CSOs, women's organisation and employer groups.
- 4.114 The Contractor should refer to the latest ALAS Handbook developed by AusAID, that details the selection processes used for ALAS.
- 4.115 The majority of ALA Scholarship applicants will apply on-line through OASIS (managed by the Australian Scholarships Section Canberra). The Contractor will accept some hardcopy applications and also hardcopy documents from those who have applied on-line but are not able to upload their documents. ALAS Eligibility is set out in the ALAS Handbook, and Guidelines and the Allison Sudradjat Awards (ASA) Guidelines (**Annexes 4, 5 and 6**).
- 4.116 ALAS applications must be accompanied by an **unconditional letter of offer** for enrolment from an Australian institution. Eligibility will depend on results of an approved English language test, International English Language Testing System (IELTS) or Test of English as a Foreign Language (TOFEL). The Contractor will arrange and enable English language testing to be available early in the ALAS cycle, preferably at the same time as the ADS and NZDS testing is being undertaken.

- 4.117 Funds for services delivered for ALAS will be agreed to and managed by the AusAID Scholarships Section based in Canberra. While a reimbursable ceiling will be set for ALAS in the **Schedule 2, Basis of Payments**, the Contractor will submit a yearly budget to the Canberra based ALAS team for their approval. This budget will include reimbursable costs such as:
- (a) Cost associated with delivering PDB to ALAS awardees;
 - (b) Costs for the reimbursement of up to 30 applicants for their IELTS tests and a contribution to their travel for such test;
 - (c) Costs associated with ALAS promotion and selection processes (Academic Panel Chairperson, interviewee travel from outside NCD etc); and
 - (d) Cost associated with mobilisation and reintegration.
- 4.118 Each year PNG Post nominates two (2) of the highest ranked ALAS candidates for the Allison Sudradjat (AS) Award. This award provides these candidates with extra AUD25,000 on completion of their degree, for further research and or professional development. The Contractor may be called upon to coordinate and report on aspects of the AS Awardees, proposals and arrangements and should refer to the ASA Guidelines (**Annex 6**).
- 4.119 AusAID expects that some synergies will be derived by ALAS with ADS and NZDS including promotional events, M&E, the Facility information centre and staff and higher level Facility management.

Support for Regional Development Scholarships (RDS)

- 4.120 RDS for both AusAID and NZAID are managed from Suva Posts, with the regional students attending either the University of the South Pacific (in Suva or Vanuatu) or universities in PNG. While overall management of RDS rests with others, the Contractor is required to support those RDS regional scholars who choose to travel and study at institutions in PNG.
- 4.121 The Contractor's responsibilities commence when the RDS scholar arrives in PNG and continue until the scholar leaves for their home country. In 2010 there will be around 25 continuing RD scholars and 21 newly mobilised RD scholars funded by Australia. Around 10 to 20 new scholars are expected to be mobilised to PNG each year. These RD scholars are enrolled at the Medical School at the University of PNG (UPNG), UPNG's main campus, the University of Goroka, the National Maritime College (Madang), the Divine Word University (DWU) and at Pacific Adventist University (PAU). There are an additional 14 NZAID funded RDS students studying in PNG, at the University of Goroka and at the University of Technology (UNITECH) in Lae.
- 4.122 In supporting RDS students, the Contractor will:
- (a) Liaise with appropriate GoPNG agencies and RDS Sending Posts (SP) to ensure visas are issued within an acceptable time;
 - (b) Arrange airport pickup, briefing and providing on-arrival information;

- (c) Provide specific information and procedures in relation to RDS scholar safety while they are in PNG, including security briefing, materials and emergency contact numbers;
 - (d) Arrange a tour of the university and provide support to identify suitable accommodation, including pre arranging and paying for on campus accommodation;
 - (e) Monitor scholar progress and welfare, including making regular contact with the scholar and institution and travelling twice a year to all PNG institutions that have RDS scholars;
 - (f) Pay the RDS allowances into the scholar's bank account;
 - (g) Provide regular reports to AusAID and NZAID Posts on program progress and any issues;
 - (h) If required, work collaboratively with AusAID and NZAID to develop contracts for PNG universities and then manage the universities compliance under these contracts; and
 - (i) Liaise on a regular basis with AusAID and NZAID Awardees' SP and raise any emerging issues with AusAID and NZAID Port Moresby.
- 4.123 There is the future possibility that the RDS program in PNG will be extended to include outward-bound PNG students to study in regional universities. Should this occur, AusAID will negotiate with the Contractor for the Contractor to undertake the additional coordination and logistical work. If this is agreed the additional Services will be included in the Contract through a Deed of Amendment.

Service 3: Component 2: PNG Professional Development Initiatives – Service Requirements

- 4.124 The following activities will be managed by the Contractor in addition to the Australian and NZ Scholarships to PNG.

Support for Young PNG Leaders and Strengthening PNG Professional Associations

- 4.125 Funding for the activities outlined below will benefit PNG Professional Association members and Young Leadership Association members in both National Capital District (NCD) and the Provinces.
- 4.126 The Contractor will be responsible for targeted promotion of the available assistance to professional and leadership associations.
- 4.127 The Contractor will receive proposals, to be considered by the JSC, for minor funding support for PNG associations that comprise young men and women leaders. Proposals could cover specific leadership skills, fields or capacities that relate to professional and organisational development across PNG.
- 4.128 The Contractor will develop the selection criteria against which proposals will be considered and endorsed by the JSC.

- 4.129 The Contractor will identify existing linkages of PNG Professional Associations to Australian and NZ counterpart organisations, and provide further avenues for cooperation and capacity building. Possible avenue of support might include: funds for secretariat support; guest speakers; short course training (provided through local PNG providers); and funds to attend conferences in Australia, NZ or elsewhere.
- 4.130 As with all initiatives, the Contractor will also monitor the outcomes of these Professional Development Initiatives through the M&E Framework.
- 4.131 Other priorities will emerge over time and (after approval and instruction from AusAID, NZAID or the JSC) support strategies will be developed. These additional responsibilities will be negotiated with the Contractor at the time and (if satisfactory arrangements can be reached) added to the Contract through a Deed of Amendment.

Support for Australian and New Zealand Alumni in PNG

- 4.132 The Contractor will provide PNGAAA with support through provision of appropriate office space, secretarial support, assistance for organisation of an annual conference, website development and (as endorsed by AusAID) specific allocations for agreed under the PNGAAA initiatives.
- 4.133 The PNGAAA is an ideal resource for the Contractor for promoting scholarships, as well as for monitoring Scholarships PNG outcomes and impact. The members are willing to be involved in assisting the selection processes, as well as for briefing and de-briefing sessions and for ongoing support to the program. Scholarships PNG will pay a service fee to the PNGAAA for services provided by Alumni members in support of the Scholarships PNG.
- 4.134 The Contractor will offer to pay the first year's membership to PNGAAA and PNGNZA to graduating Scholarship Awardees.
- 4.135 The Contractor will respect the independent role of the PNGAAA and PNGNZA.

Supporting the Australian Leadership Awards Fellowships (ALAF) in PNG

- 4.136 While ALAF applications must originate from Australian organisations, there is a role for the Contractor in promoting ALAF and developing appropriate linkages in PNG.
- 4.137 The Contractor will promote and raise awareness of the opportunities afforded through this program, including the promotion of the application process, as outlined in the ALAF Guidelines (**Annex 10**).
- 4.138 The Contractor's staff will work with AusAID Port Moresby Post, by playing a complementary role in brokering relationships by putting PNG institutions in contact with Australian counter-part institutions (i.e. the Australian institutions are required to apply for the funding) to ensure a higher ALAF success rate for PNG.

Managing Careers in Development Initiative (CiD)

- 4.139 The Careers in Development initiative is currently contracted by AusAID to PATTAF and provides support and funding for around 20 PNG young professionals to work within the development environment in PNG, as part of their career advancement. This

contract is directly held by PATTAF and funded by AusAID. The contract in support of the Managing Careers in Development will be novated to the Contractor.

- 4.140 The Contractor shall manage the final services required for the delivery of CiD. **Annex 12** below sets out the CiD Clauses under the GRM contract. **Annex 13** is the MoU between the CiD Donor Partners.

Annex 1 to the Scope of Services Summary of Scholarships Tasks and Responsibilities

Summary of Scholarship Tasks and Responsibilities

 Shading indicates where Scholarships PNG Contractor has primary responsibility for a scholarship management task or specific action

A	Partner Government (PG) Involvement	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
A.1	Discussion with GoPNG on policy, priority sectors and lessons learned. Review Scholarship profiles / selection criteria / eligibility requirements for Public Servants category applicants	AusAID Post	N/A	NZ AID Post	October	With the counterpart agencies including DPM and DPLLGA. Logistics to be organised by Contractor.
A.2	Discussion with PNG private sector and GoPNG NTC on priority sectors and profiles for ADS Open / NZDS (Public) category	AusAID Post	N/A	NZ AID Post	October	With the counterpart agencies including NTC. Logistics to be organised by Contractor.
A.3	Discussions to confirm Scholarship priorities and agree on specific targets and details for the following year	AusAID Post	AusAID Canberra	NZ AID Post	October	Important promotional materials are clear enough to act as a guide to applicants on selection criteria
A.4	Advise GoPNG Partners and PNG private sector (including CSOs, NGOs and faith-based) in writing of the upcoming commencement of the Scholarship round	AusAID Post	Canberra advises Post and the Institutions	NZ AID Post	December	Involves AusAID and NZAID working with DPM and NTC. Logistics to be organised by Contractor.
A.5	Draft promotional materials and selection criteria provided to Partners for comment		Canberra prepares all material. Post/Facility to advertise and distribute		Jan	Draft promotional materials developed under instructions from AusAID and NZAID and endorsed by the JSC before circulation. The use of logos will be restricted to the 3 partners and conform to AusAID and NZAID guidelines.
A.6	By mid-December, provide AusAID, NZAID and the PNG Partners with the Scholarship schedule for the following year		N/A		December	Scholarship schedule will be endorsed by all Partners well in advance of the distribution. Scholarship schedule to be distributed to the relevant agencies, institutions, organisations in early December.

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B	Advertisement and Promotion	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
B.1	Develop the PNG agency / organisational promotional activities and methods for Partner endorsement				September	Includes consideration of type of media, scope of promotional campaign and lesson learned
B.2	Update the PNG Scholarship Promotion and Communications Plan for endorsement by the 3 Partners				October	Plan to reflect any lessons learned from the previous scholarship cycle, including issues of equity and access and details of the distribution methods to be used
B.3	Approve approach, content and methods to increase the cohort by attracting quality PNG candidates.	Partners	Canberra produces generic content, Post develops approach	Partners	November	Advise Provincial agencies, institutions and NGOs of the scholarship opportunities, especially for women and from Provinces. Includes Contractor staff visits to GoPNG agencies, NGOs and associations in major Provinces
B.4	Targeted advertisement and promotional activities (including information sessions) with emphasis as per agreed selection criteria and eligibility requirements.				November	As per approved Communication Plan. Make clear that Scholarship forms are available from the Partner agencies in the Provinces as well as all PNG Universities. Ensure forms are easily downloadable from the Facility website.
B.5	Arrange for GoPNG agency major Provincial centres to be available for Scholarship applications to be couriered to the Facility by end March.		N/A		March 31	PNG mail system is unreliable: Contractor will arrange the option for applicants to use a courier from the major Provincial centres. Applications close 31 March.
B.6	Develop and continually update / maintain information for the PNG Scholarship Website		Canberra		Ongoing	Website format and proposed content to be approved by the Partners. Update and maintain news, schedules and material in a timely manner. As instructed, link this to the AusAID, NZAID, the OHE and PNG Universities websites.

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C	Scholarship Applications	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
C.1	Open and process all of the Scholarship Applications for recording and eligibility checking				April	Around 1200 applications can be expected. Applications can be received at the Facility office from agencies (i.e. in bulk) or direct from individuals. Ensure that all applications received are duly recorded and securely stored. For the ALAS, receive the hard-copy applications and documentation and then provide to AusAID Post.
C.2	Record details in secure MS data base for all applications received		N/A - see C.8		April	Every application will be stamped on date of receipt, name, serial number assigned, recorded on secure data-base. Immediate acknowledgement in writing the receipt of all applications using the self-addressed and stamped envelope that is provided with the application form.
C.3	Store / maintain the hardcopy of all Scholarship applications in secure location, using systems and methods that meet the requirements of all Partners.				April	The Contractor must ensure security and make sure their staff are fully aware of confidentiality requirements and the need for transparency. Provide partners with summary statistics for all applications received within a week of closing date
C.4	Undertake quality spot-check of applications to ensure that all eligible applicants have been identified and that all those identified as eligible to comply.	Partners	AusAID Post	Partners	April	Any Partner will be able to carry out a quality review of application processes and systems on all / any applications received and the records maintained.
C.5	Respond to any queries relating to the receipt or management of the Scholarship applications				April	Maintain a log of the queries and responses as part of the Scholarship database. Respond to any queries that are caused by Scholarships PNG processes. The Contractor will have already posted the self-addressed confirmation of application.
C.6	Check all applications for completeness and compliance with the Scholarship requirements				April	Where appropriate, follow up applicants if there is a clear omission that excludes an otherwise quality candidate. Within 1 week advise all non eligible applicants that they are no longer being considered and the reasons why.
C.7	Develop list of eligible applications for consideration and provide the Public sector application to the relevant				April	Develop the list and provide summary to Partners as soon as available. On a random basis, any of the Partners can

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C	Scholarship Applications	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
	GoPNG agencies					review sample of applications to test Scholarships PNG eligibility decisions.
C.8	Verify eligible Public sector applicant's statements and reintegration statement by the relevant GoPNG authorities	GoPNG	N/A	GoPNG	May	Contractor to deliver the securely packaged application to the key agencies. Within 3 weeks, GoPNG agencies confirm that each of the application details are correct and (where appropriate) DPM has the relevant staff information.
C.9	Upload hard copy applications into OASIS database (from 2011 for Jan 2012 intake)				Ongoing	Only required for the ALA applications. Maintain the Facility IT systems and capacity to increasingly manage scholarship data via the internet.
C.10	Update hard copy applications into a database (from 2011 for Jan 2012 intake) for the ADS/NZDS-Public/NZDS-Open scheme.				Ongoing	The database must be in a format that is readable by the all partners.
C.11	Produce a one page summary sheet for each application containing all relevant details. Provide to each partner containing all relevant information as per the application.				May – June 1st	On May 1 st eligible Public scholarship applications sent to agencies and DPM concurrently. The 1 st June is the deadline for returning all applications and endorsements.
C.12	Analyse data relating to gender, location, and other identified priority areas. Supply each partner with this information.				June	Present a hard copy of the summary data and support information to each Partner. To include details of agency endorsement.

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D	Scholarship Shortlisting and Selection	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
D.1	Identify / recommend independent persons/panel for Scholarship short-listing		Post - may seek assistance from Canberra		April	Provide 2-3 panel candidates. Fully independent and have experience in educational institutions and the Scholarship context. At all times observe principles of privacy and confidentiality.
D.2	Approve independent consultant(s) for short-listing	Partners	AusAID Post	Partners	May	Requires an experience academic that can provide independent advice on courses across Australia and New Zealand. AusAID and NZAID to endorse.
D.3	Contract independent shortlisting panel members		N/A – The panel in Canberra is independent		May	Members to be familiar with the HE structure and options of PNG, Australian and NZ university systems.
D.4	Provide panel members with all required ADS and NZDS profiles and applicant data in hard copy well in advance of short-listing date. Provide clear TOR and the short-listing schedule information as well as provide the logistical support.				June	Profiles to be annually developed between AusAID, NZAID and the PNG stakeholders and provided to the Contractor before the promotional cycle commences
D.5	Brief the short-listing consultants on Partner requirements and procedures	Partners	N/A	Partners	June	Provide panel members all relevant information and data for the selection phase to produce shortlist for ADS/NZDS-Public/NZDS-Open Scholarship
D.6	Provide resources / secure office space for the shortlisting process			June	Ongoing	All Hard Copies of applications to be immediately available upon request for closer review. Arrange the short-listing meeting / discussion rooms. Must be secure and also be available for Committee members after hours so that they provide a place for SL panel members to work before attending the actual meetings.
D.7	Introductory Meeting – Joint Selection Committee	Partners	N/A	partners	Early June	Brief all panel members on all relevant information relating to all the requirements and procedures involved during the selection phase of the shortlists
D.8	Provide policy considerations, develop / discuss selection criteria & weightings	Partners	Criteria and weighting is set by	Partners	Early June	AusAID and NZAID confirm processes and priorities and that there have been no attempts to interfere with the

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D	Scholarship Shortlisting and Selection	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
			Canberra			selection processes
D.9	Provide all Personal Summary Sheets for each ADS / NZAID application for review by the Panel Members.	Partners	N/A	Partners	Early June	All hard copy scholarship applications to be made available upon request at any time to any panel member for further review.
D.10	Provide selection criteria template / marking sheets that align with the profiles	Partners	N/A	Partners	Early June	Part of the Selection Panel briefing process and confirmation of the key selection criteria
D.11	Enter data from template into OASIS (from 2011)				Ongoing	Likely that around 220 Scholarship applicants will be shortlisted and entered on OASIS (from 2011)
D.12	Arrange short-listing meetings and venue				June	Liaise with the Partners for the final security, access and any required support arrangements. Advise the time, date and location of the SL meeting well in advance.
D.13	Secretariat services and all venue and logistics for the short-listing meeting				Ongoing	Take minutes and records of the SL activity. Confidentiality and the security of information are essential for all Contractor staff to observe.
D.14	Chair and oversee the short-listing process	Partners	AusAID Post	Partners	Completed by 30 th June	Around 180 applicants will be shortlisted for Australia and 40 NZDS Public / Open applicants shortlisted. For the ALAS, AusAID Post will determine selection panel membership and chair the Panel. The Contractor will provide the ALAS secretariat.
D.15	Update candidates details onto the data base to reflect short-listing				Ongoing	A total of 220 for interview leading to the 180 Scholarships PNG awards + an additional 25 reserves will also be short listed for potential consideration (ADS, ALAS and NZ). These will match the Scholar profiles and breakdown of sectors as outlined by the JSC, AusAID and NZAID.
D.16	Include another 30 Provincial applicants (25 + 5 reserve) after the Scholarship shortlisting plus reserve, as potential candidates for the Foundation course		N/A		Early July	The short-listing panel agree on potential provincial candidates for consideration. These potential candidates for the Foundation course to be contacted and the options explained.

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D	Scholarship Shortlisting and Selection	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
D.17	Advise successful short-listed ADS/NZDS-Public/NZDS-Open and the ALAS short-listed applicants by courier				Early July	The PNG Mail system can be unreliable so take into account when sending the advice re shortlisting.
D.18	Advise unsuccessful short-listed ADS/NZDS-Public/NZDS-Open and the ALAS unsuccessful applicants by courier				Early July	Advise candidates within one week of the SL process. The PNG Mail system can be unreliable so take into account when sending the advice.
D.19	Produce short-listing summary / report for Partners				July	Contractor to provide the short list data disaggregate by gender, province, priority area, age, agency and proposed study area. Provide report for consideration and endorsement by the Partners.
D.20	Arrange for the ADS/NZDS Public/NZDS Open interviews and organise the logistics. Arrange for the ALAS interviews to be conducted				August	Candidates to be advised at least 2 weeks prior to the interviews. Some interviews will be conducted in the major Provincial centres. Arrange for the interview and other related rooms, the accommodation and logistics, confirm all procedures: confirm arrangements with stakeholders.
D.21	Provide approved templates and scoring sheets	Partners	Post/Contractor	Partners	July	
D.22	Sight original copies of qualifications during interview process				July	Confirm validity of documents as required. Where necessary follow up to confirm authenticity before the interviews.
D.23	Develop / review interview questions and approach including the Reintegration Plan selection criteria	AusAID Post	Post	NZ AID	June	Contractor to make it clear to all shortlisted applicants that the Reintegration Plan is an important selection factor. All requirements for the interview (including logistics and venues) to be completed well in advance.
D.24	Develop a range of topics for the ADS and NZDS candidates to write about in English following the interview.	Short listing panel	N/A	NZ AID	June	Test to be written by the candidates under supervision of the Contractor immediately after the interviews. Supervisory staff and an adjacent room will be required so that the EL tests can be run immediately following the interviews.

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D	Scholarship Shortlisting and Selection	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
D.25	Arrange for the IELTS testing for all short-listed Scholarship applicants, to be conducted during the time that the applicant s are attending the Scholarships PNG interviews				Late July	The IELTS testing is for the purposes of providing information to the Australian and NZ institutions so the scholar's program can be developed. The results of IELTS testing for ALAS and also the NZDS applicants to be available within 2 weeks and form part of the eligibility criteria and be provided to the applicant and the host institution in Australia or NZ. Use an accredited language testing facility in PNG.
D.26	Chair and conduct ADS NZDS Public/NZDS-Open interviews (they can be run in parallel with 2 interviews conducted simultaneously i.e. in NCD and provinces)	AusAID Post	Post	NZ AID	June	Interviews will involve 2-3 members of selection panel who will interview up to 6 ADS NZDS Public/NZDS-Open applicants at a time. The interviews will be conducted in secure locations with facilities that are family friendly and also cater for those people that have a disability.
D.27	Provide secretariat service for interview process				June	Requires suitable venues and facilities when interviews conducted in Provinces. Record all information and decisions / reasons on a secure spreadsheet for reporting. Provide statistical data that identifies the spread and data for the shortlisted applicants.
D.28	Determine the Scholarship ranking system and obtain scores and comments from panel outcomes	AusAID Post-Interview panel	Post	NZ AID	June	Prepare excel sheet showing scores and rankings. Finalize applicant's rankings after the applicants written EL work is reviewed by the selection panel.
D.29	Provide all interviewed candidates with specialist advice on courses / institutions in Australia and New Zealand as part of their selection of an institution		N/A		Late July	At time of interview, specialist staff and internet to be available to discuss Australian and New Zealand institutions / courses
D.30	Endorse ADS NZDS Public/NZDS-Open selection outcomes	AusAID Post	N/A	NZ AID	Late July	Confirm candidates and balance between males / females; Priority Sectors: and numbers from the NCD / Provinces.
D.31	Advise successful ADS NZDS Public/NZDS-Open candidates by courier. Advise successful ALAS candidates on advice from AusAID Canberra.				July	Around 150 ADS short listed selected, comprising 130 scholars and 20 in reserve. 30 NZDS-Public short listed applicants will be selected - 20 scholars and 10 in reserve. NZDS-Open listed 13 applicants selected - 8 scholars and 5 in reserve. The Scholarship Form included in package.

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D	Scholarship Shortlisting and Selection	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
D.32	Advise unsuccessful ADS NZDS Public/NZDS-Open candidates by secure mail. Advise unsuccessful ALAS candidates on advice from AusAID Canberra.				August	Advice sent to the unsuccessful candidates within a week of the final interviews.
D.33	Reimbursement of travel and accommodation and meal allowance for the interviews				August	The amount of stipends and any other allowances to be clearly stated and provided in writing to all Selection Panel members.
D.34	Provide feedback to candidate if required				August	Includes information on interview and IELTS testing results.
D.35	Advise GoPNG of the outcomes and candidates	AusAID Post	N/A	NZ AID	August	Summary report and information to be provided to AusAID / NZAID by the Contractor
D.36	Update successful PNG candidate information on the Scholarships PNG data-base		N/A		Ongoing	Provide the summary data to the Partners
D.37	NZDS Public/NZDS-Open candidates' data upload into SIMS database.				Ongoing	MC to be trained in the use of SIMS (NZAID Scholarships Information Management System)
D.38	Provide AusAID / NZAID with a detailed report on the selection process, outcomes and lessons learnt				September	These are confidential documents and will be handled to reflect that.

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E	Foundation Course	ADS Responsibilities	N/A to ALA Scholarships	NZDS Scholarships	Key Target Dates	
E.1	Identify and nominate candidates from the short-listing and the interviews that fit agreed profile and provide to Partners	AusAID Post-Interview panel	N/A		July	This cohort will be 20-25. All candidates provided with information on the course and selection parameters
E.2	Consider each of the candidates against priority profiles and recommend acceptance or exclusion for the course	AusAID Post-Interview panel	N/A		July	This implies candidate met all profiled criteria for ADS except those skills or knowledge that requires support
E.3	From those who were short listed and held in reserve but did not get scholarship, identify any that are eligible and would benefit from Foundation course		N/A		August	Criteria for inclusion remain as for the other cohort from the short listing process.
E.4	Using Selection Panel, identify suitable candidates for the Foundation Course		N/A		September	Selection Panel to be fully briefed then given the mandate to identify the suitable candidates from the applications received.
E.5	Identify a suitable PNG tertiary provider that meets the agreed skills and knowledge for the cohort and contract the program		N/A		Oct-- Nov	The Contractor will require the in-house expertise that is required to specify and tender this course
E.6	Provide agreed support / stipend to the cohort while they are undertaking their course.		N/A		Ongoing	Ensure that all agreed allowances and stipends are well understood and paid in a timely manner.
E.7	Maintain contact with the institution and the cohort to monitor progress and any problems		N/A		Ongoing	Important to monitor progress and to maintain contact in relation to support being provided
E.8	Advise the Partners of the completion and outcomes of the Foundation course		N/A		December	Includes success rates in finishing the course and details, by Province, of the participants and their results.
E.9	Provide the cohort with information on future Australia, NZ or other scholarships where they may choose to apply in the future		N/A		Following February	This information provided in a timely manner and structured to enable the Foundation course graduates to re-apply for the Scholarships PNG awards.

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F	Scholarship Placement	ADS Responsibilities	N/A	NZDS Scholarships	Key Target Dates	Comments / Notes
F.1	Facilitate the information session on university application forms and placement considerations		N/A		July	Requires comprehensive printed and soft-copy information from quality Australian and New Zealand where the courses and institutions can be clearly matched against the PNG Scholarship priorities.
F.2	At time of interviews, provide information to assist each candidate in making an informed choice of university / course		N/A		July	Requires the Scholarships PNG Contractor to have staff available with the expertise and understanding of Australia's and New Zealand's university sector and the available programs
F.3	Receive University application forms for Scholarships PNG candidates		N/A		August	Support the scholars to complete application forms and record the relevant information. For the equivalent NZAID Activity - Application forms to be sent to SU for sourcing study program with NZ participating institutions.
F.4	Input ADS data into SIMON (or OASIS)		SIMON management is undertaken in Canberra		Ongoing	Contractor to also undertake the equivalent NZAID activity
F.5	Request the University Placements through SIMON (or OASIS)		N/A		August	Contractor to also undertake the equivalent NZAID activity
F.6	Input NZDS- Public and NZDS-Open Candidates into SIMS Database		N/A		Ongoing	To be completed in a timely manner so that there is time for all parties to complete the arrangements and (if necessary) make any required alternative arrangements.
F.7	Send the completed ADS/ NZDS- Public/NZDS-Open applications to the agreed university in Australia / New Zealand.		N/A		August	To be completed in a timely manner so that there is time for all parties to complete the arrangements and (if necessary) make any required alternative arrangements.
F.8	Upgrade a reserve PNG scholar if a university placement fails		N/A		Ongoing	Contractor to also undertake the equivalent NZAID activity
F.9	Download offer / student contract from SIMON (or OASIS) for ADS and ALAS. For NZDS Public/NZDS-Open download offer from SIMS database			NZ AID	Sept	

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F	Scholarship Placement	ADS Responsibilities	N/A	NZDS Scholarships	Key Target Dates	Comments / Notes
F.10	Section 44 AusAID approval and NZAID Letter of Offers after student course confirmation is confirmed	AusAID Post	N/A	NZ AID	Sept	Contractor to undertake documentation that enables each scholar to start preparations for the scholarship
F.11	Send out Scholarship offer/student contract to the successful awardees				Sept	To be completed as soon as practicable to enable the student to respond quickly and confirm their final decision
F.12	Receive signed acceptances back from the awardees and make sure all information has been included				Sept	Contractor to also undertake the equivalent NZAID activity
F.13	Enter student acceptance on the relevant database				Sept	Contractor to also undertake the equivalent NZAID activity
F.14	Facilitate contact between scholars and the confirmed universities in Australia or New Zealand				Oct	Contractor to also undertake the equivalent NZAID activity
F.15	Liaise with GoPNG / Agencies to highlight ADS scholar plans as part of HRD program within Partner agency	AusAID Post	N/A	NZ AID	Ongoing	Contractor to also undertake the equivalent NZAID activity

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G	Arrange Immigration Visas	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Date	Comments / Notes
G.1	Provide confirmation of central coordination point for the Scholarships PNG with DIAC and NZ agencies	AusAID Post	AusAID Post	NZAID	Oct	Contractor to also undertake the equivalent NZAID activity
G.2	Provide Visa forms and the checklist to successful candidates				Oct	Provide support to the candidate and advise of all Visa and medical examination / test requirements for Australia / New Zealand, including and available services.
G.3	Support applicant to complete the Visa application				Oct	Confirm with DIAC and NZ Visa agency key requirements and constraints, so applicants are fully aware. If required provide information on how to secure a PNG passport.
G.4	Check all information aligns with the required Visa documents				Oct	Must correspond to both Australian and NZ requirements
G.5	Facilitate medical checks for scholars and (if accompanied) for their families				Oct	Provide information and options for medical tests as required for each scholar. To accommodate Australian and NZ requirements and differences in allowances etc.
G.6	Provide completed forms and application to DIAC and NZ equivalent agencies				Nov	It is important that all requirements of DIAC are met, to avoid delays or any duplication of effort
G.7	Arrange family Visas for those accompanied scholars				Nov	Inform students of the procedure + University family arrival date. Contractor to also undertake the equivalent NZAID activity
G.8	Liaise with DIAC and NZ agency on Visa applications				Ongoing	If scholar accompanied, ensure family Visa applications are submitted with scholar's application. Contractor to also undertake the equivalent NZAID activity
G.9	Liaise with University Student Contact Officer (SCO) regarding student arrival				Ongoing	Where possible, arrange for arrival of scholar to be advised to other PNG ADS scholars at that university. Contractor to also undertake the equivalent NZAID activity
G.10	Advise scholar and AusAID / NZAID if Visa applications rejected				Ongoing	When Visa granted, courier passport, original docs, and departure letter to applicants

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H	Pre-Departure to Australia and New Zealand	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
H.1	Identify best price travel for scholars to Australia or New Zealand				Ongoing	Use only recognised travel agents and reliable methods of ticketing
H.2	Advise scholar of preferred route and flight dates					Maintain principles of Value for Money for all flights
H.3	Adapt and refine the Pre Departure Briefing materials for Partner endorsement				Ongoing	All materials will be up to date and reflect contemporary issues and information
H.4	Inform candidates about PDB details and obligations				October	PDB will improve the information scholars have, as well as their basic IT skills and awareness of Australian and NZ academic requirements and expectations.
H.5	Create handouts for the PDB in relation to the PNG context and gain AusAID / NZAID endorsement				October	Any PNG specific materials developed must clearly indicate the Australian Government (through AusAID) and the NZ Government (through NZAID) are the funding agencies. The generic PDB materials on scholarships and the requirements are provided by AusAID, NZAID and the institutions.
H.6	Arrange 2-week PDB program, including scholar travel/ logistics and venue				October	The PDB will be of longer duration and run in a residential format. The program content will be drafted by the Contractor for Partner endorsement.
H.7	Facilitate participation at PDB for awardees from outside capital cities and facilitate participation of ADS and ALAS returned students to act as facilitators during the PDB				November	The 178 Scholarships PNG scholars will attend the 12-day PDB, together with their spouses (as appropriate) for the final 3 days.
H.8	Arrange for scholar's dependent spouse to attend PDB if requested				November	The NZAID scholarships include a dependants allowance so not required for the 20 NZAID participants.
H.9	Provide PDB presentation session and Q & A	AusAID Post	AusAID Post	NZ AID	November	A shorter, separate PDB will be required for the ALA Scholars

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H	Pre-Departure to Australia and New Zealand	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
H.10	Distribute the specific Pre-Departure kits from Australian and NZ Universities to those scholars that will attend them				November	Contractor to make every effort to provide information on living, transport and context at the institution. For ALA Scholarships, these are sent directly to scholar
H.11	Prepare PNG media release and organise the means of release for AusAID / NZAID approval				January	A media release for the ALA Scholarships will need to be approved by AusAID's Scholarship Section in Canberra
H.12	Arrange for press-release / publicity for the cohort travelling to Australia and New Zealand				January	Provided to the Partners and clearly identify the donors, the programs, the PNG contributions and the impact
H.13	Reimbursement of travel, accommodation and provision of meal allowance-PDB				January	
H.14	Finalise all departure / logistics arrangements (including, facilitating visas and medical checks)				Dec - January	Requires liaison and scheduling with agencies and service providers to have this completed in advance of departure.
H.15	Inform each university of the scholar's arrival details				January	For ALAS, send all travel details to AusAID Canberra to pass on to universities.
H.16	Confirm to AusAID / NZAID when scholars arrived in Australia or New Zealand and commenced the course				ASAP	Summary information, together with exception report on individual cases where there is a problem

I	Scholarship Management	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
	Australian and New Zealand Scholarships					
I.1	Maintain quarterly contact and respond to ad hoc queries from scholars while they are in Australia or New Zealand				Ongoing	By maintaining contact, an opportunity to quickly respond to problems or serious issues. This involves enquiring about welfare and academic arrangements and progress.
I.2	Provide details of any specific issues or problems in relation to individual scholarship-holder's progress to AusAID or NZAID as appropriate				Ongoing	The reporting on individual students is in the context of providing early warning to Partners and (in some cases) the institutions, with a view to a remedy being provided.
I.3	Provide summary of 6-monthly contact and any issues to the Partners		N/A			Summary information that does not replace university reporting. The focus is on any constraints to progress.
I.4	Deal with requests for extensions or variations in consultation with AusAID		N/A		Ongoing	AusAID Canberra for ALAS
I.5	Identify potential for any scholarship extensions or variations and advise AusAID / NZAID	AusAID Post / AusAID Canberra	N/A	NZ AID	Ongoing	If required, Post will seek advice from Canberra or Wellington for any complex or difficult cases
I.6	Advise the Australian or NZ university of any Scholarship variation decisions		N/A		Ongoing	On advice from AusAID, provide the information and details to the institution
I.7	Provide a summary of the scholar return dates to Partners and relevant agencies		N/A		Ongoing	This will be discussed with Partners in relation to the re-entry focus and also to maximise potential involvement of the Alumni
I.8	In the last semester of the course, provide advance warning to the relevant GoPNG agencies and the PNGAAA / PNGNZA that the scholar will be returning				Ongoing	Includes a summary list for the Partners and individual advice to the various GoPNG agencies.
I.9	Provide scholars with Alumni information while they're in Australia or New Zealand				Ongoing	Contractor to promote ongoing communication between the scholar and their employer or Alumni
I.10	Encourage PNG scholars to maintain contact with their families and (where relevant) employers				Ongoing	This may include encouraging the use of internet and also accessing PNGAAA / PNG NZ Alumni to support the communication.

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I	Scholarship Management	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
	Regional Development Scholarships					
I.11	Provide information and advice to the RDS management in Suva as required.		N/A		Ongoing	Up to a total of 60 AusAID and NZAID funded RDS students can be expected to be studying in PNG
I.12	Facilitate the Visa documentation and other required support for the in-bound student.		N/A		Ongoing	Requires advance notice and adequate timing to finalise the required GoPNG documentation
I.13	Prepare annual budget and cash flow in anticipation of the RDS program		N/A			Will be based on the projected number of students and their home institutions in PNG
I.14	Prepare forward plan for RDS scholars arriving and leaving PNG. Provide 6-monthly summary report		N/A			Continue to keep AusAID and NZAID up to date with any unexpected RDS arrivals, departures or issues.
I.15	Liaise with the PNG institution on required education / course / pastoral services.		N/A		Ongoing	Important to maintain contact re any academic and / or pastoral concerns of the student
I.16	Facilitate the enrolment and payment schedules for each institution, including the required local support / logistical arrangements		N/A		Ongoing	
I.17	Meet RDS student on arrival and provide initial accommodation in POM as part of orientation		N/A		Ongoing	Each student group must be met and provided with a briefing on all academic and logistical issues, with special emphasis on security, health and emergency procedures
I.18	Follow-up that the RDS student arrives at their host institution and is met and settled in by their staff.		N/A		Ongoing	Initiate a process where the PNG institution is required to regularly contact the Contractor with updates / any issues
I.19	Make payments to the relevant academic institution where the RDS scholar is enrolled		N/A		Ongoing	Summary reports provided to the Partners
I.20	Make payment to the RDS scholar for their allowances, stipends and other agreed costs.		N/A		Ongoing	Summary reports provided to the Partners
I.21	Visit each RDS student at least twice per year to monitor academic progress and pastoral care provided.		N/A		Ongoing	This visit provides an opportunity to revise and refine the reporting / support systems as well as to make whatever changes are required to ensure success.

RFT Part 3
Scope of Services – Annex 1

J	Scholars Return to PNG / Alumni	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
J.1	Inform / meet PG institutions and AusAID in relation to ADS scholar planned return		N/A		Ongoing	Return details are entered by the University and AusAID Post is informed through an email from SIMON
J.2	Confirm scholar's return dates to PNG		N/A		Ongoing	Provide advance notice to AusAID and / or NZAID
J.3	Discuss HRD and Reintegration Plan with GoPNG / institutions prior to scholar's return (if applicable)				Ongoing	To be conducted in liaison with AusAID and NZAID as part of strengthening potential impact
J.4	Enter scholar contact details on data base/OASIS/SIMS				Ongoing	AusAID and NZAID will require the databases to be up to date and accurate
J.5	Support the operation of the Alumni data base and provide summary information to AusAID / NZAID				Ongoing	Work with the PNGAAA and NG NZ Alumni to maintain and enhance the data base and the Alumni membership
J.6	Host / facilitate Alumni events (social and professional)	AusAID Post	AusAID Post	NZ AID		Discuss with AusAID potential events of activities that can support and advocate the Alumni
J.7	Support the development and distribution of the Alumni newsletter (six-monthly)				Ongoing	Send by email to all Alumni, all PNG scholars studying in Australia and NZ and to agreed GoPNG / NGO agencies
J.8	Establish and maintain an M&E system for scholarship management				Ongoing	Able to provide information of Scholarships PNG scholarships including at the operational and impact levels
J.9	As requested by AusAID, develop/conduct tracer studies of sample scholars who have returned to PNG				Ongoing	Includes follow up on Reintegration Plans - conducted on reimbursable basis as instructed by the Partners
J.10	As requested by Partners, develop and conduct case studies to highlight impact and contribution of the ADS, the ALAS and the NZDS				Ongoing	Use relevant methods and approaches to identify where the Scholarships PNG has made an impact on agencies or systems.

RFT Part 3
Scope of Services – Annex 1

K	Other Scholarship Management Tasks	ADS Responsibilities	ALAS Responsibilities	NZDS Scholarships	Key Target Dates	Comments / Notes
K.1	Provide reports and M&E data as required under the SoS and / or as requested by the Partners				Ongoing	Contractor to ensure information and data is timely, accurate and meets AusAID and NZAID reporting requirements
K.2	Conduct Annual Contractor performance review in relation to ADS NZDS-Public/NZDS-Open	AusAID Post	AusAID Post	NZ AID	Ongoing	On the anniversary of contract commencement
K.3	Provide summary data to AusAID and NZAID for their global scholarship reporting requirements				Ongoing	Required by AusAID and NZAID in Feb / March each year
K.4	Recommend two (2) ALA for Allison Sudradjat Award	AusAID Post	AusAID Post	N/A	August	Confidentiality of information will be required
K.5	Facilitate the Allison Sudradjat Awardees' activities where requested	AusAID Post / Contractor	AusAID Post / Contractor	N/A	Ongoing	

Annex 2 to the Scope of Services

Indicative Staff Profiles

Table 1: Indicative Table of Long Term Staffing Requirement, Facility Management

Component 1: Australian and NZ Scholarships to PNG	High Level staff	Senior Staff	Junior staff	Required Attributes (for Key Staff only)
Facility Director	1			• Overall responsibility for Facility, the team and staff performance, meeting overall SPNG outcomes. • Provide a single point of contact for the Partners and take responsibility for the overall implementation of the scholarships and the PD. • Provide professional advice and technical support to the Partners on Scholarships and HRD, the Facility and the two sets of Component initiatives as required. • Lead the planning, reporting and liaison functions and work with Partners to maximise impact and effectiveness of SPNG initiatives. • Identify areas of speciality that require outsourcing or temporary relief and recruit accordingly (e.g. higher education specialists). • Lead the forward Annual Planning process each year, including achieving the agreed targets. • Take responsibility for cross cutting issues across the Facility, including gender; disabilities; access and equity; child protection; the environment; and HIV and AIDS. • Provide Leadership in the SPNG innovations associated with introducing the Foundation Year. • Lead the process to introduce the accredited delivery of a cohort to complete Year 1 of an Australian / NZ degree in PNG.
Senior Financial Manager	1			• Review PATTAf systems and use lessons learned to refine / update processes and facilities to suit the requirements of SPNG. • Establish and maintain secure financial systems, reporting mechanisms and management policies. • Take a leadership role in financial planning, cash flow, reporting, overall system management and local accounting. • Oversee the SPNG expenditure in PNG and in Australia / New Zealand including bank reconciliations. • Support the contracting arrangements and financial payments for the various SPNG subcontractors, external consultants and PNG institutions. • Lead all financial reporting and take responsibility for monitoring and refining all anti fraud measures. • Supervise all finance staff and the systems in use across the Facility and ensure that adequate training and briefings are in place for all staff.

Facility Office Manager		1		• Supervise the effective operation of the SPNG office and staff. • Provide leadership to the SPNG support team staff and ensure that service levels remain high and that the systems are effective. • Provide staff training and briefings as required to ensure that Facility Office staff have the required skills and attitude. • Monitor and maintain the office required systems and facilities and report constraints or any issues to senior SPNG management.
Financial transactions support			1	• Provide support across both components.
Facility Drivers			2	• Provide support across both components.

Table 2: Indicative Table of Long Term Staffing Requirements Component: Scholarships

Component 1: Australian and NZ Scholarships to PNG	High Level staff	Senior Staff	Junior staff	Required Attributes (for Key Staff only)
Scholarships Manager	1			- Responsible for the overall management of the scholarships, including key inputs in the Annual planning and the reporting. - Liaise with other SPNG staff and stakeholders to set up the required systems and procedures to manage the SPNG. - Maintain contact and good relations with relevant GoPNG, NGOs, CSOs and other PNG associations. - Oversee the gender equality and disability targets and take steps to achieve them in all parts of the scholarship cycle. - Oversee the scholarship impact studies and provide summary reports to Partners as may be required for all SPNG awards. - Liaise with institutions and agencies in Australia and NZ on the scholar progress, as required.
Scholarship Coordinators		2.5		
Scholarship Data / M&E Entry			1.5	
Filing and clerical support			2	
M&E Manager		1		- Review PATTAF M&E and other best practice to build on lessons learned and suggest changes to match SPNG SOS. - Establish M&E system and reporting templates and organise the various inputs, data storage / security, M&E data management. - Supervise data inputs and quality of information from across SPNG and provide reports to the Partners as required.
ALA / ALAF Manager		0.25		- Responsible for the ALA / ALAF support to AusAID and scholars. - Liaise with AusAID and agencies in PNG and Australia as required to identify suitable opportunities and sponsors. - Support AusAID in the short-listing process and in the identification of candidates suitable for consideration.

ALA / ALAF M&E		0.25		• Support the ALA / ALAF M&E system and collection of data. • Provide draft reports and summaries for review by senior staff. • Supervise the data entry of the ALA / ALAF scholars and provide exception reports on cases as required. • Manage tracer studies and other follow up. • Provide QA for all M&E outputs from the ALA / ALAF.
ALA / ALAF Support staff			0.5	
Regional Development Scholarships coordinator		1		• Responsible for providing RDS support and logistics before arrival, during initial time in PNG and while studying in PNG. • Visit each PNG institution / RDS student twice each year and draft summary report for SPNG and Partners. • Maintain contact/ liaison with RDS students and PNG institutions during their stay and following up on any issues or constraints. • Ensure that all fees, stipends and costs are made and acquitted. • Provide summary RDS reports and options as required to AusAID and NZAID.

**Table 3: Indicative Table of Long term Staffing Requirement, Component 2:
PNG Professional Development Initiatives**

Component 2: PNG Professional Development Initiatives	High Level staff	Senior Staff	Junior staff	Required Attributes (for Key Staff only)
PNG Professional Development Initiatives Manager	1			• Provide leadership across the SPNG on HRD and methods to strengthen organisational capacity. • Engage with private sector, professional associations, Alumni and leadership groups to promote and advocate the opportunities under the SPNG. • Oversee the support provided under the Component and lead the planning, reporting and monitoring functions. • Provide leadership to the M&E and to the implementation and reporting of impact / tracer studies. • Provide support across the Facility on reintegration strategies, HRD planning and alignment of available resources / courses to identified needs.
PNG AAA / PNG NZ Alumni Support Activities		0.5		• Liaise closely with the PNGAAA and PNG NZ Alumni leadership to define specific needs. • Receive and record any proposals for support. • Prepare budgets M&E methods for consideration by SPNG senior staff. • Provide advice and assistance to Alumni as required. • Coordinate and QA all reporting and M&E information.
Young PNG Leaders Activities Coordinator		0.25		• Liaise closely with relevant PNG leadership groups. • Receive and record any proposals for support. • Prepare budgets M&E methods for consideration by SPNG senior staff. • Provide advice and assistance to Young Leaders as required. • Coordinate and QA all reporting and M&E information.
PNG Prof Assn Activities Coordinator		0.25		• Liaise closely with the PNG Prof Associations. • Receive and record any proposals for support. • Prepare budgets M&E methods for consideration by SPNG senior staff. • Provide advice and assistance to Prof Assns as required. • Coordinate and QA all reporting and M&E information.
Total Indicative SPNG Staffing levels (Management, Component 1 and 2)	4	7	7	

Table 4: Indicative Table of Facility Short Term Advisor Roles

Position	Required Attributes
Academic/pastoral Adviser for course selection	• Sound knowledge of Australia's and New Zealand Higher Education Institutions, course content and urban locations of these institutions. • Sound ESL communication skills preferably including the PNG cultural context.
Aust Academic member of selection panel and PHD Candidate Assessor	• Ability to assess the merit of PhD proposals (specifically their relevance to contributing to a developing country context). • Able to either chair or participate in scholarship selection panels. • Able to write succinct selection reports, (ALAS) if required. • Sound understanding of the PNG cultural context.
PNG Academic member of selection panel	• Ability to assess the merit of PhD proposals (specifically their relevance to contributing to a developing country context). • Able to either chair or participate in scholarship selection panels. • Able to write succinct selection reports, (ALAS) if required. • Sound understanding of the PNG cultural context.
M&E Advisor	• Sound knowledge and recent experience in the development of M&E Frameworks.
Website Designer/Advisor	• Experience in developing websites that do not rely on high band width. Able to develop web content that is appropriate to a PNG cultural context including for people for whom English may be a second language.
Database Designer/Advisor	• Experience in database creation. Is able to create user friendly databases that can collect and disaggregate a wide range of information, allow different levels of access and use.

Annex 3 to the Scope of Services **Contractor Performance Assessment**

CONTRACTOR PERFORMANCE ASSESSMENT

1. After completion of QAI and sector performance reporting in May, AusAID will convene the annual Contractor performance assessment to review outcomes from the previous year and agree on adjustment or change required to improve management.
2. Issues of Contractor non-performance will be handled as they arise based on QA provisions included as part of the Scope of Services. The Contractor will be aware of (and meet) all schedules, deadlines, methods and constraints that apply to all elements of the scholarship cycle and reporting requirements. The annual performance assessment will focus on lessons learned and emerging issues, with Scholarships PNG expected to embed continuous improvement.
3. The NZAID and Joint Steering Committee will have input into this annual process. AusAID Post (in consultation with NZAID) will conduct the review, with the Contractor expected to adapt and improve operations and systems in response to the outcomes. The Contractor will be assessed on the following Contractor Performance Criteria.

Scholarships PNG Contractor Performance Criteria	
1. Personnel Performance	All Contractor personnel: - o Act professionally and with integrity, and produce high quality² work ; - o Communicate in a clear, transparent and effective manner; and - o Deliver outputs on time.
2. Program Management	- o Good working relationships with AusAID and NZAID Post, as well as effective coordination and consistency of service levels. - o Good working relationships with GoPNG. - o Finances are soundly and transparently managed and financial reporting meets AusAID requirements. - o Reports are clear, constructive, accurate, timely and meet the expectations of AusAID and the Partners. - o Responsiveness to the reporting, management and planning needs of the Partners. - o Ongoing monitoring and evaluation is undertaken effectively and is being analysed and reflected in continuous improvement by the implementing team.
Scholarships PNG Contractor Performance Criteria	
3. Communication and Coordination	- o Clear management arrangements and effective communication between all Contractor Personnel and between Contractor Personnel and AusAID. - o Personnel take proactive steps to ensure effective communication and working relationships with all stakeholders. - o Identifies and reports any major difficulties in stakeholder relationships to AusAID or NZAID as they arise.

² In this context, 'quality' means technically appropriate, relevant to needs, appropriately presented, accurate and timely.

4. Scholarship Management	- o Australian and NZ Scholarship promotional, management and monitoring processes implemented effectively and efficiently. - o Proactive steps taken to improve promotional, management and monitoring processes, in consultation with AusAID and NZAID. - o Target number of male and female students mobilised efficiently and on time, including attention to cross cutting scholarship issues of gender, disability, access and equity, with an effective PDB which involves relevant PNGAAA and PNG NZ Alumni presentations. - o Ongoing three-monthly contact maintained with all scholars in Australia and New Zealand with reporting as appropriate. - o All documents, applications, responses, scholar acceptances and the PDB carried out on time and required information recorded in the database. - o Effective, appropriate counseling and placement of scholars in courses relevant to their academic needs, in a cross-section of Australian and New Zealand universities. - o Maintain information on scholar returns: provide advice to AusAID Post of any issues. - o Identify and contract PNG institutions for the delivery of the Foundation program and for the delivery of Year 1 of the course in PNG. - o Addresses improved access and gender equity as part of Scholarships promotion. - o Appropriate Australian / NZ Government and AusAID Scholarships profile is acknowledged and maintained. - o Innovative methods used to appropriately target Scholarship opportunities to a broader group of quality PNG candidates. - o Innovative methods are used that offer realistic reintegration support services. - o Continuous Improvement, including being proactive in assessing the previous 12 months activities and in suggesting appropriate and realistic changes or new methods.
5. PNG Professional Development Initiatives	- o Contractor is responsive to the tasks and initiatives requested by AusAID. - o The available funding is allocated in a timely manner. - o Appropriate AusAID profile is maintained. - o Support to a number of leadership and professional association in PNG.
6. The PNG AAA	- o Alumni receive support (as requested) to function effectively. - o Alumni database provides up-to-date information on returned scholars as well as a tool for broadcast emails or for Contractor sending the Alumni newsletter. - o Contractor provides AusAID with suggestions and methods to enhance the Alumni profile and its engagement with ongoing and returned scholars. - o Returned scholars engaged in Scholarship activities as mentors and supporters.
7. Risk Management	- o Management issues are identified and resolved in a timely manner and/or reported to AusAID for decision where relevant. - o Management provides sound analysis of risks and develops and applies effective risk management measures. - o Personnel respond effectively to new or changed environment or requirements from AusAID.
8. Cross-cutting targets	- o Progress against cross-cutting targets, as specified in the design. - o Through management processes, staff and systems, model good practice in relation to all cross-cutting issues and priorities.

Annex 4 - Australian Leadership Awards Handbook

Note: These Guidelines are updated regularly. The most current handbook or guideline shall be considered as this annex

Annex 5 – Australian Leadership Awards Scholarships - Guidelines for In-Country Management

Note: These Guidelines are updated regularly. The most current handbook or guideline shall be considered as this annex

Annex 6 - Allison Sudradjat Awards Guidelines

Note: These Guidelines are updated regularly. The most current handbook or guideline shall be considered as this annex

Annex 7 - Australian Development Scholarships Handbook

Note: These Guidelines are updated regularly. The most current handbook or guideline shall be considered as this annex

Annex 8 - New Zealand Development Scholarships Guidelines

Note: These Guidelines are updated regularly. The most current handbook or guideline shall be considered as this annex

Annex 9 - Regional Development Scholarships Guidelines

Note: These Guidelines are updated regularly. The most current handbook or guideline shall be considered as this annex

Annex 10 - Australian Leadership Award Fellowships Guidelines

Note: These Guidelines are updated regularly. The most current handbook or guideline shall be considered as this annex

Annex 11 - Description of AusAID and NZAID Scholarship Data Management Systems

Annex 12 – Scope of Services for Careers in Development (CiD)

Annex 13 - CiD Memorandum of Understanding

Part 4 – Basis of Payment

Note to Tenderers: Although this Basis of Payment is presented as Part 4 of this RFT, in the consolidated Contract it will appear as Schedule 2.

DRAFT SCHEDULE 2 – BASIS OF PAYMENT

Scholarships PNG

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 AUDxxx plus GST if any up to a maximum amount of AUDxxx. AusAID shall not be liable for any Costs or expenditure incurred by the Contractor in excess of this amount.

2. PAYMENT STREAMS

- 2.1 For the performance of the Services described in the Contract, AusAID shall pay the Contractor as follows:

- (a) The fixed **Total Management Fee (TMF)** in accordance with **Clause 3** of this Schedule 2 and paid as Milestone Payments in accordance with **Clause 4** of this Schedule 2, up to a maximum total amount of **AUDxxx**;
- (b) **Reimbursable Long Term Personnel Costs**, in accordance with **Clause 5** of this Schedule 2, up to a maximum total amount of **AUDxxx**;
- (c) **Reimbursable Short Term Personnel Costs**, in accordance with Clause 6 of this Schedule 2, up to a maximum total amount of **AUDxxx**; and
- (d) **Reimbursable Administration, Equipment and Student Operational Costs**, in accordance with Clause 7 of this Schedule 2, up to a maximum total amount of **AUD11,944,300**.

3. TOTAL MANAGEMENT FEE (TMF)

- 3.1 The TMF will comprise (but will not be limited to):

- (a) All aspects of profit, including commercial margins for all personnel;
- (b) All overheads, including rent and utilities, maintenance for office and computer equipment and website maintenance, supplies and consumables, vehicular maintenance and petrol costs;
- (c) Communications and telecommunications costs including website management and maintenance;
- (d) Financial management costs and financing costs, if any;
- (e) All management support costs for all nominated personnel;
- (f) Cost of any Contractor administrative and head office staff;
- (g) Security costs for all personnel;

- (h) Insurance, as required in accordance with **Clauses 33 and 34** of Part B (Standard Contract Conditions) of the Contract;
- (i) Taxation, as applicable;
- (j) Health, Medivac, worker's compensation, liability and indemnity insurances;
- (k) Costs, including financial costs and freight, associated with any subcontracting and procurement of goods and services;
- (l) Any costs associated with tendering and subcontracting any services;
- (m) All other costs not specified as Reimbursable Costs; and
- (n) Allowances for risks and contingencies.

3.2 The Annual TMF, for years one (1) to three (3) inclusive of this Contract, is **AUDxxx**.

3.3 The Annual TMF is fixed for the first three (3) years of this Contract and will be billed to AusAID on satisfactory achievement of Milestones as per **Clause 4** to this Schedule 2.

4. MILESTONE PAYMENTS

4.1 AusAID shall pay the Contractor the TMF in instalments known as Milestone Payments. The Milestone Payments payable by the Commonwealth to the Contractor shall not exceed the sum of **AUDxxx**, plus GST, if any, up to a maximum of **AUDxxx**.

4.2 The Milestone Payments will be payable to the Contractor progressively. The Contractor may submit an invoice upon receipt of written acceptance from AusAID of satisfactory achievement of the Milestones specified in **Table 1** below. Payment will then be made within thirty (30) days of a correctly rendered invoice and subject to the provisions of Clause 20 of Part B.

Table 1: Milestone Payments

No.	Description	Due Date	Verifiable Indicator	Financial Limitation (AUD)
1	1 st Annual Plan	3 months from Project Start Date	Acceptance in writing by AusAID	
2	Scholarships PNG Scholarship Promotion and Communication Plan	4 months from Project Start Date	Acceptance in writing by AusAID	
3	Scholarships PNG Operations Handbook	3 months after Project Start Date	Acceptance in writing by AusAID	
4	Monitoring and Evaluation Plan	3 months from Project Start Date	Acceptance in writing by AusAID	
5	Six Monthly Report	6 months from Project Start Date	Acceptance in writing by AusAID	
6	2 nd Annual Plan	1 st February 2011	Acceptance in writing by AusAID	
7	Six Monthly Report	30 th August 2011	Acceptance in writing by AusAID	

No.	Description	Due Date	Verifiable Indicator	Financial Limitation (AUD)
8	3 rd Annual Plan	1 st February 2012	Acceptance in writing by AusAID	
9	Six Monthly Report	30 th August 2012	Acceptance in writing by AusAID	
10	Program Completion Report	3 months prior to the contract end date	Acceptance in writing by AusAID	
TOTAL				

4.3 AusAID's assessment of the Contractor's achievement of Milestones may be informed by independent review in accordance with Clause 17 of Part B.

5. REIMBURSABLE PAYMENTS: LONG TERM PERSONNEL COSTS

5.1 AusAID shall reimburse the Contractor up to a maximum total of **AUDxxx** for **Long Term Personnel** Costs.

5.2 For each identified **Long Term Personnel**, AusAID shall pay the Contractor, monthly on a reimbursable basis in arrears, Monthly Fees up to the maximum amounts specified in **Table 2** below. Mobilisation and Demobilisation costs will be reimbursed at cost up to the maximum one-off amounts which apply to each position.

Table 2: Long Term Personnel Fee Rates

Position	Name	Monthly Fee (AUD)	Inputs (Months)	Mobilisation (AUD)	Demobilisation (AUD)	Financial Limitation (AUD)
Facility Director	TBA		37			
Senior Financial Manager	TBA		36			
Scholarships Manager	TBA		37			
Scholarships Coordinator (local)	TBA		37			
PNG Professional Development Initiatives Manager	TBA		36			
TOTAL						

Note: Long Term Personnel means personnel engaged for more than 6 months over the life of this Contract.

5.3 The Monthly Fee is:

- (a) **Inclusive** of all personnel-related taxes and levies incurred in PNG, NZ and Australia, except;
 - (i) GST for Services performed in Australia in accordance with **Clause 21** of Part 6 (Goods and Services Tax);
- (b) **Inclusive** of superannuation levy, if any, as appropriate;

- (c) **Inclusive** of paid annual leave allowances of up to four (4) weeks per annum, to accrue on a pro rata basis per twelve months' continuous engagement on the Program (noting that leave allowances cannot be carried over from one twelve month period to another and must be taken in the twelve month period in which they fall due), including all leave costs such as airfares to and from PNG;
- (d) **Inclusive** of accommodation, utilities and private transport costs;
- (e) **Inclusive** of all escalators for the first three (3) years of the Program; but
- (f) **Exclusive** of mobilisation/demobilisation costs (including airfares, in accordance with **Clause 5.7 below**), which will be reimbursed at cost (subject to reasonableness in arrears); and
- (g) **Exclusive** of any profit, overheads, administration or management fee, or any other mark-up on the part of the Contractor.

- 5.4 Where Contractor leave entitlements for Long Term Personnel exceeds two (2) trips or a total of four (4) weeks per twelve month period, a satisfactory justification must be provided to AusAID of how the Contractor will ensure, during Specified Personnel absences, the continued quality of the Services.
- 5.5 If any personnel inputs have not been supplied in accordance with **Table 2**, the Contractor must, in its final claim for payment, reduce the amount claimed based on the number of days that any personnel have not provided the required inputs. The Contractor must include with the claim details of the inputs not provided, together with the amount of the reduction in the total cost for relevant personnel.
- 5.6 For the purpose of calculating part months, where necessary, a full month is deemed to be 30 days. Part months will be pro-rated on a daily basis.
- 5.7 Airfares reimbursed at economy class for each flight sector of four (4) hours or less and business class for each flight sector greater than four (4) hours duration. Any travel undertaken at cheaper rates (e.g. discount fares) does not entitle the Contractor to reimbursement of the cost of any higher class of travel. Travel must be via the most direct and cost effective route. A 'flight sector' means from any one flight departure point to any one flight landing point.

6. REIMBURSABLE PAYMENTS: SHORT TERM PERSONNEL COSTS

- 6.1 AusAID shall reimburse the Contractor up to a maximum total of **AUDxxx** for Short Term Personnel Costs.
- 6.2 For each Short Term Personnel, AusAID shall pay the Contractor, monthly on a reimbursable basis in arrears, a Daily Fee in accordance with the relevant rate(s) detailed in Table 3 below.

Table 3: Short Term Personnel Fee Rates

Position	Daily Professional Fee (AUD)	Inputs (Days)	Travel Costs	Financial Limitation (AUD)
Academic Adviser	Specify	specify	(value X number trips)	specify
Academic Adviser (local)	Specify	specify	(value X number trips)	specify
Academic Course Selection/Pastoral Advisor	Specify	specify	(value X number trips)	specify
M&E Advisor	Specify	specify	(value X number trips)	specify
Website Design	Specify	specify	(value X number trips)	specify
Database Design	Specify	specify	(value X number trips)	specify
TOTAL				

Note: Short Term Personnel means personnel engaged for less than 6 months continuously over the life of this Contract.

6.3 The Daily Fee for Short Term Personnel, is:

- (a) Based on a five (5) day working week for home country inputs and a seven (7) day working week for in-PNG inputs;
- (b) **Inclusive** of all personnel-related taxes and levies incurred in PNG, NZ and Australia, with the exception of GST for Services performed in Australia [refer to **Clause 21** of the Standard Contract Conditions (Goods and Services Tax)];
- (c) **Inclusive** of superannuation levy, if any, as appropriate;
- (d) **Inclusive** of all escalators for the full period of the Program; **but**
- (e) **Exclusive** of any profit, overheads, administration or management fee, or any other mark-up on the part of the Contractor.

6.4 Airfares reimbursed at economy class for each flight sector of four (4) hours or less and business class for each flight sector greater than four (4) hours duration. Any travel undertaken at cheaper rates (e.g. discount fares) does not entitle the Contractor to reimbursement of the cost of any higher class of travel. Travel must be via the most direct and cost effective route. A ‘flight sector’ means from any one flight departure point to any one flight landing point.

7. REIMBURSABLE PAYMENTS: ADMINISTRATION, EQUIPMENT AND STUDENT OPERATIONAL COSTS

7.1 AusAID shall reimburse the Contractor up to a maximum total of **AUD11,944,300** for Administration, Equipment and Student Operational Costs.

7.2 The Contractor will be reimbursed on the basis of the actual cost incurred for items identified as reimbursable, up to the maximum amounts specified in **Table 4 below**. The actual cost will be exclusive of any costs that are included in the TMF in accordance with **Clause 3** of this Part.

- 7.3 In accordance with **Clause 7.1** above, the Contractor will be entitled to reimbursement for reasonable expenses incurred in respect of Reimbursable Administration, Equipment and Operational Costs, subject to:
- (a) Details of the items purchased or expenses incurred contained in a quarterly payment invoice prepared in accordance with **Clause 11 of Part B**; and
 - (b) Original receipts and invoices being maintained to substantiate any claim.
- 7.4 When expenditure reaches 80% of the limits specified in **Table 4 below** the Contractor must advise AusAID of the remaining commitments and must ensure that the upper limits are not exceeded.
- 7.5 The Contractor may vary the sums assigned against individual line items in Table 3, within the overall financial limitation of this payment stream and subject to AusAID's written approval. Changes to the value of individual line items will not require a variation to this Contract.
- 7.6 The Contractor must notify AusAID in writing of the intended changes to the descriptions of individual line items. Any changes will be subject to AusAID's written approval. Such changes will not require a variation to this Contract.
- 7.7 The Contractor must maintain a Register of Assets in accordance with **Clause 10** of Part B of the Contract in the format described in Annex 1 to this Schedule 2.
- 7.8 Should AusAID exercise its rights, under Clause 3 of Part 2 to extend the term of this Contract, the Reimbursable Administration, Equipment and Student Operational Costs applying to the Contract extension will be subject to agreement between AusAID and the Contractor.

Table 4: Administration, Equipment and Student Operational Costs

Item	Unit	No. of Units	Cost per Unit (AUD)	Financial Limitation (AUD)
M&E and Databases (all activities)				
M&E Systems establishment	Package	1	50,000	50,000
M&E qualitative data collection (case/tracer studies, focus groups etc)	Annual	2.5	23,000	57,500
Database handover and establishment (All scholarships and Alumni etc)	Package	1	50,000	50,000
Database support , to NTC and DPM	Annual	3	7,000	21,000
Subtotal (M&E and Database)				178,500
PROVINCIAL OPERATING EXPENSES				
Provincial travel	Annual	3	17,000	51,000
Consumables	Annual	2.5	4,000	10,000
Subtotal (Regional Operating Expenses)				61,000
OPERATING COSTS				
Office rental, utilities and operating costs	Annual	3	375,000	1,125,000

(includes cleaning, insurance, security)				
Office, vehicle and IT equipment costs	Package	1	210,000	210,000
Local transport Costs	Annual	3	24,000	72,000
Joint Steering Committee costs	Annual	3	15,000	45,000
Communications (Phone, internet)	Annual	3	70,000	210,000
Develop and maintain SCHOLARSHIPS PNG web site	Annual	3	23,000	69,000
Maintenance of all IT systems	Annual	3	30,000	90,000
Subtotal (Operating Costs)				1,791,000
STUDENT REIMBURSABLE COSTS				
SCHOLARSHIPS PNG SCHOLARSHIPS COSTS				
Advertising/Promotion (all components)	Annual	3	48,000	144,000
Scholar Medicals (NZ and ADS only - 160 per annum)	Annual	3	51,200	153,600
IELTS Testing (NZ and ADS only)	Annual	2	84,600	169,200
SCHOLARSHIPS PNG Selection interviews (includes member panel costs etc, (includes smaller ALAS selection process)	Annual	2	150,000	300,000
Foundation year mobilisation (travel etc)	Annual	2	16,000	32,000
Provincial and local Courier Costs	Annual	3	5,000	15,000
Scholar travel to Australia and New Zealand	Annual	3	396,000	1,188,000
On-scholarship Communication with Awardees (All Scholarships, including RDS)	Annual	3	240,000	720,000
Pre-departure Briefings (180 awardees pa)	Annual	3	200,000	600,000
Pre-departure Briefing Mobilisation (travel etc)	Annual	3	30,000	90,000
Alumni Support for SCHOLARSHIPS PNG Programs (Mentoring, Pre-departure etc)	Annual	3	20,000	60,000
10 month Foundation Course	Annual	2	364,000	728,000
Establishment of Year 1 of SCHOLARSHIPS PNG degree delivered in PNG (final 12 months of Contract, includes M&E)	Annual	1	780,000	780,000
(ALAS) Allison Sudrajat Award (Contingent on AusAID's approval)	Annual	3	75,000	75,000
ALAS IELTS Reimbursement (Contingent on AusAID's approval)	Annual	3	10,000	30,000
ALAS Mobilisation (Contingent on AusAID's approval)	Annual	3	50,000	150,000
General Facility/Scholarships (Contingent on AusAID's approval)	Annual	3	80,000	240,000
Careers in Development	Package	1	500,000	500,000
Regional Development Scholarships Stipend and Mobilisation	Annual	3	1,150,000	3,450,000

Subtotal (Scholarship Costs)				9,454,800
PROFESSIONAL DEVELOPMENT INITIATIVE COSTS				
Alumni Support (office, website, conferences etc)	Annual	3	24,000	72,000
Alumni Newsletter production	Annual	3	9,000	27,000
Small grants to support Young PNG Leaders activities	Annual	2.5	72,000	180,000
Small grants to support Professional Association activities	Annual	2.5	72,000	180,000
Subtotal (Professional Development)				459,000

TOTAL 11,944,300

8. PROJECT ADMINISTRATION AND EQUIPMENT COSTS

- 8.1 Project Administration and Equipment mean goods and services, such as office furniture, computers, vehicles, communications, utilities and office rent required by the Contractor for the day-to-day administration of the project. The purchase of these goods shall not attract a procurement fee.
- 8.2 Where possible to do so, the Contractor shall make use of such equipment and consumables left over by PNG-Australia Targeted Training Facility (PATTAF) that are functional, efficient, in good repair. In the case of printed materials they should be appropriately branded and factually correct.

9. RATES FOR OPTION PERIOD

- 9.1 Should AusAID exercise its rights, under **Clause 3** of Part A to extend the term of this Contract, the TMF, Long Term Personnel Monthly Fee Rates and Short Term Personnel Daily Fee Rates applying to the Contract extension will be in accordance with the successful tenderer's financial proposal Tender Schedule C.

Table 5: Rates for Option Period

Item	Year 4 (including escalator)	Year 5 (including escalator)
Total Management Fee (TMF)	Insert	Insert
Long Term Personnel Fee Rates	Insert	Insert
Short Term Personnel Fee Rates	Insert	Insert
Reimbursable Admin, Equipment & Student Operational	AusAID to determine	AusAID to determine

10. CLAIMS FOR PAYMENT

- 10.1 The Contractor's claims for payment shall be submitted when due pursuant to this Part 4 in accordance with the Standard Contract Conditions clause headed Payment in the Contract, and shall be submitted in a form identifiable with the services.
- 10.2 Claims for payment should include reference to the relevant Payment Event Number that will be issued by AusAID.

- 10.3 Invoices involving foreign exchange transactions must be made in the equivalent Australian dollar amount, converted at an exchange rate which is calculated in accordance with appropriate accounting standards and as entered by the Contractor in their general ledger.
- 10.4 All claims for payment shall be made to:
- Chief Financial Officer
Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601
- 10.5 Tax invoices should be sent to the above address. Alternatively AusAID will accept electronic tax invoices. These can be sent to accountsprocessing@ausaid.gov.au
- 10.6 A copy (electronic or hard copy) of the invoice should also be forwarded to the Activity Manager.
- 10.7 Invalid invoices will 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>

Scholarships PNG – Assets Register

[illegible]

SECTION 2 – STANDARD TENDER AND CONTRACT CONDITIONS

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PART 5 – STANDARD TENDER CONDITIONS

Bolded words are defined in the Tender Particulars in **Part 1** of this RFT.

1. DOCUMENTS THAT MUST BE LODGED

1.1 Tenders must be lodged either:

- (a) Electronically, via AusTender at <https://tenders.gov.au> before the **Closing Time** and in accordance with the tender lodgement procedures set out in **Annex D to this Part** and on AusTender; or
- (b) Physically, by depositing by hand in the Canberra Tender Box before the **Closing Time**.

1.2 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.

1.3 For both electronic and hard copy Tender lodgement, you must submit the following documents as part of your Tender:

- (a) the technical proposal which includes:
 - (i) **Tender Schedule A** addressing the selection criteria and including the required annexes in the form specified in **Part 1**; and
 - (ii) **Tender Schedule B** providing details of Specified Personnel in the form specified in **Part 1**;
- (b) The financial proposal in the form specified in **Part 1 Tender Schedule C**. For electronic submissions, **Tender Schedule C** must be submitted as a separate file, and for hard copy submissions, **Tender Schedule C** must be submitted in a separate sealed envelope;
- (c) The financial assessment material in the form specified in **Part 1 Tender Schedule D**. For electronic submissions, **Tender Schedule D** must be submitted as a separate file, and for hard copy submissions, **Tender Schedule D** must be submitted in a separate sealed envelope; and
- (d) The completed and signed Tenderer Declaration in the form specified in **Annex B of this Part**.
- (e) The completed and signed Tenderer's Submission Checklist in the form specified in **Annex C of this Part**.

1.4 All documentation submitted as part of the Tender must be in English.

1.5 Tenderers must include all information specified in this RFT in their Tender. Tenderers 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 to rejection.

- 1.6 The Tenderer must submit the number of copies specified in the Tender Particulars (**Part 1 Clause 1** of this RFT). Different numbers of copies may be required for hard copy lodgement and for electronic lodgement.
- 1.7 Tenders submitted by facsimile or email will not be considered.
- 1.8 It is a condition of this RFT that each Tender must remain valid and available for acceptance by AusAID for the **Tender Validity Period** specified in the Tender Particulars (**Part 1 Clause 1** of this RFT).
- 1.9 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 (**Annex B of this Part**).
- 1.10 AusAID may extend the **Closing Time** at its sole and absolute discretion, and will issue an Addendum notifying any decision to extend.

Conditions Applying to Electronic Tender Lodgement

- 1.11 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 set out in **Annex D of this Part** and on AusTender.
- 1.12 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.
- 1.13 Tenders not submitted in accordance with **Clause 1.11** will be excluded from evaluation.
- 1.14 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

- 1.15 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**. 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.
- 1.16 The Original Tender document and any copies requested should be bound using a plastic comb binding, and should contain no plastic page separators.
- 1.17 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.

2. TENDERER ENQUIRIES

- 2.1 Any enquiries that Tenderers may have must only be directed to the **Contact Person** specified in the 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.

3. **LATE TENDERS**

Conditions Applying to Tenders Lodged Electronically

- 3.1 A Tender lodged electronically is a **Late Tender** in accordance with the conditions specified in **Clause 6, Annex D of this Part** and will be excluded from evaluation.
- 3.2 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**.
- 3.3 The judgement of AusAID as to the time a Tender has been lodged electronically will be final.

Conditions Applying to Tenders Lodged in Hard Copy

- 3.4 A hard copy Tender lodged after the **Closing Time** is a late Tender.
- 3.5 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**.
- 3.6 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.
- 3.7 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. **NON-CONFORMING TENDERS**

- 4.1 Subject to **Clause 3 (Late Tenders) of this Part**, Tenders will be regarded as non-conforming if they fail to conform with one or more of the requirements of the RFT.

4.2 AusAID reserves the right to seek clarification of non-conforming Tenders in accordance with **Clause 5 of this Part**.

4.3 Subject to **Clause 3 (Late Tenders) of this Part**, AusAID may, at its absolute discretion, assess or reject a non-conforming Tender.

4.4 AusAID will not enter into correspondence about a decision to assess or reject a non-conforming Tender.

5. CLARIFICATION OF TENDERS

5.1 AusAID reserves the right to seek clarification of any Tender. Tenderers must:

- (a) respond to any request for clarification within the time period specified by AusAID;
- (b) ensure that additional information provided answers AusAID's enquiry and is fully consistent with the Tender submitted by the Tenderer; and
- (c) not seek to change any aspect of their Tender by providing additional information to AusAID.

5.2 Clarifications are provided on the terms of the RFT.

5.3 Failure to supply clarification to the satisfaction of AusAID may render the Tender liable to rejection.

6. AMENDMENT OF THE RFT

6.1 AusAID may amend the RFT at any time by issuing an Addendum. All conditions of this RFT will apply to Addenda.

7. ASSESSMENT OF TENDERS

7.1 Tenders will be assessed on the following basis:

- (a) technical, which includes the other factors described in **Clause 7.8 of this Part** which in AusAID's opinion may impact upon the suitability of any Tenderer including the financial viability of any Tenderer; and

- (b) financial

to achieve the best value for money outcome.

7.2 Tenderers should note that value for money determinations are made on a whole-of-life basis and that AusAID is not bound or required to accept the lowest priced Tender or any Tender.

Technical Assessment

7.3 The technical assessment will be undertaken by the Technical Assessment Panel (the “**TAP**”) comprising AusAID representative(s) and independent specialists appointed at AusAID’s sole discretion. Representatives of the Partner Government may also participate. The TAP will assess Tenders based on the technical selection criteria specified in **Part 1**.

- 7.4 AusAID may invite a Tenderer (shortlisted or otherwise) to give AusAID a short presentation and be interviewed by the TAP. Specified Personnel, such as the proposed in-country team leader and the project director, will be required to attend at the presentation. If Specified Personnel are unable to attend, a teleconference presentation may be arranged. Specified Personnel will be required to answer any questions asked by the TAP. The TAP will be convened in Canberra and the costs of the Tenderer's (and its personnel's) attendance must be borne by the Tenderer.
- 7.5 Tenderers should note that failure by a Tenderer or proposed Specified Personnel to attend the presentation (either in person or via teleconference) may disadvantage the Tender.
- 7.6 TAP members are required to maintain the “commercial-in-confidence” nature of the proceedings of the TAP meeting. TAP members must not discuss matters relating to the technical assessment of any tender with any party. Tenderers must not make contact with any members of the TAP, outside any TAP meeting, and any such contact will be considered a breach of confidentiality and may result in AusAID rejecting the tender of the Tenderer concerned.
- 7.7 AusAID reserves the right to take into account in the assessment of this Tender the past performance of the Tenderer or any proposed personnel contained in the Tender in accordance with **Annex A of this Part**.
- 7.8 In making its assessment the TAP or AusAID may have regard to other factors relevant to the suitability, capacity and qualifications of a Tenderer including but not limited to:
- (a) the Tenderer's ability to comply with AusAID policies referred to in this RFT and the Tenderer's ability to comply with the **Contract Conditions**;
 - (b) the resourcing of Tenders;
 - (c) information obtained from any source which is relevant to the capacity of the Tenderer or any proposed personnel to perform the Services and achieve the Project goals and objectives. Such information may be the result of inquiries made by AusAID; and
 - (d) the Tenderer's demonstrated understanding of the cultural environment of the Project.

These other factors have not been allocated any specific weightings.

- 7.9 TAP members may adjust technical scores as a consequence of the presentation, interview and consideration of past performance.

Goods and Services Tax

- 7.10 All Tenderers should be aware that under *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)*, AusAID is treated as a taxable enterprise. To allow a like-for-like price assessment, the financial proposal must state the value of the supplies exclusive of the GST.

Insurances

- 7.11 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.

Technical proposal format

- 7.12 The technical proposal must:

- (a) indicate the Tenderer's nominated contact person and contact details on the cover page;
- (b) be in a type font of no less than 12 point on A4 paper;
- (c) 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;
- (d) 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
- (e) be no longer than the page limit detailed in the Tender Particulars (inclusive of tables, diagrams or graphs), but exclusive of required annexes.

Curricula vitae

- 7.13 The curriculum vitae for team member must include the following information:

- (a) name and personal contact details (this can be an email address or phone number);
- (b) nationality and if relevant permanent resident status;
- (c) professional qualifications, including institution and date of award; and
- (d) details of recent relevant professional and development work experience, including the duration and extent of inputs.

- 7.14 CVs must be no longer than the page limit detailed in the Tender Particulars, must be signed and dated by the proposed team member, and must include the following certification:

"I, **[insert name]**, declare that:

- (a) the information provided in this CV is accurate and hereby authorise the Commonwealth to make whatsoever inquiries it may consider reasonable and necessary to undertake in the course of the Tender assessment in relation to the information I have provided in this CV or any other matter which may relate to my suitability for the position for which I have been nominated;
- (b) I am available to participate in the Project in the role in which I have been nominated in the Tender for the period or periods indicated in the Tender;

- (c) I am a person of good fame and character; and
- (d) I have not been convicted of an offence of, or relating to, bribery of a public official, nor am I subject to any proceedings which could lead to such a conviction.”

While an original signature on CVs is preferred, copies are allowed. However, Tenderers are reminded of their warranties (**paragraphs 3.3 and 3.4**) and the potential consequences to their Tender (**paragraph 3.5**), as detailed in the Tenderer Declaration (**Annex B of this Part**).

Referees

- 7.15 Tenderers must nominate at least two (2) referees who can provide an objective assessment of the quality of relevant and recent work performed by the organisation (if the Annex titled Past Experience Forms is used) or the proposed team member (regarding Tender Schedule B). Referees who can supply character references only are not sufficient.
- 7.16 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; and
 - (c) are not AusAID employees.
- 7.17 Tenderers must further ensure that nominated referees:
 - (a) are available to be contacted in the 3 week period after the **Closing Time**; and
 - (b) are able to provide comments in English.
- 7.18 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.
- 8. **JOINT VENTURES AND CONSORTIUMS**
 - 8.1 AusAID intends to contract with a single legal entity.
 - 8.2 In the case of a joint venture or consortium that does not constitute a single legal entity, AusAID will contract with the lead joint venture or consortium member that is required to be nominated by the tenderer.
 - 8.3 Tenders by a joint venture or consortium must be submitted on the basis that details on the activities to be performed and responsibility assumed by each party of the joint venture or consortium must be clearly specified in the body of the text in **Tender Schedule A**.
 - 8.4 AusAID may require parent company guarantees from the parent companies of parties to a joint venture or consortium.

9. ASSOCIATES AND OTHER SUB-CONTRACTORS

- 9.1 Tenders involving two or more parties who have not formed a single legal entity will only be accepted if the Tender is submitted on the basis that one party, the Tenderer, is intended to act as the prime contractor and any other party becomes a sub-contractor known as an “Associate”.
- 9.2 Tenders involving Associates will be assessed on the basis of that arrangement. Tenders must include:
- (a) details on the activities to be performed and responsibilities assumed by each party where Associates are involved must be described in the body of the text of **Tender Schedule A**; and
 - (b) assurance to AusAID from an authorised representative of the Associate of their corporate commitment to and involvement in the Project in the form of a single page Letter of Association in a separate annex to **Tender Schedule A**.

Details of Associate responsibilities, if any, will be included in the Contract.

- 9.3 In addition to Associates, Tenderers are required to include detailed information on other work to be sub-contracted (excluding Specified Personnel) and proposed sub-contractors, where these are reasonably known at the time of the Tender and have expressed their willingness to be involved in the Project. These details must also be included in a separate annex to **Tender Schedule A** in the form described in **Clause 9.4 below**.
- 9.4 Letters in which organisation’s express their willingness to be involved with the Tenderer in the Project as a sub-contractor must be limited to a single page per organisation and include details on the broad skills or areas in which the organisation may add value.
- 9.5 Tenderers note: AusAID contracts assign full responsibility for all sub-contracted Services to the contractor.

10. OWNERSHIP OF TENDERS AND RFT

- 10.1 All Tenders become the property of AusAID on lodgement.
- 10.2 Such intellectual property rights as may exist in the information contained in each Tender will remain the property of the Tenderer.
- 10.3 The Tenderer authorises AusAID to copy, adapt, amend, disclose, including to AusAID contractors 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.
- 10.4 Copyright in the RFT is reserved to AusAID.

11. CONFLICT OF INTEREST

- 11.1 Tenderers must:
- (a) identify any actual or potential conflict of interest; and

- (b) the procedures they intend to implement for dealing with, any actual or potential conflicts of interest,

which may arise in connection with the submission of their Tender or the conduct of the Services described in this RFT. Tenders should include details of any known circumstances that may give rise to either an actual conflict or potential of conflict of interest in relation to the Project.

- 11.2 If any actual or potential conflicts of interest arise for a Tenderer before entering into a Contract for the Services, AusAID may:

- (a) enter into discussions to seek to resolve such conflict of interest; or
- (b) disregard the Tender submitted by such a Tenderer; or
- (c) take any other action that AusAID considers appropriate.

12. TENDERING CONDUCT

- 12.1 Each Tenderer warrants that it has not engaged in collusive or anti-competitive practices with any other Tenderer in the preparation of its Tender.

- 12.2 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.

13. INELIGIBILITY TO TENDER

- 13.1 A Tenderer is ineligible to tender where the Tenderer or any subcontractor of the Tenderer is listed by 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**”).

- 13.2 Tenderers warrant by submitting a tender that the Tenderer, and any subcontractor of the Tenderer, are not listed on a World Bank List. Tenderers must also state in their tender whether the Tenderer or any subcontractor of the Tenderer is listed on any similar list maintained by any other donor of development funding (“**Relevant List**”) or are subject to any proceedings which could lead to listing on a World Bank List or listing on any Relevant List. Tenderers must also immediately notify AusAID where the Tenderer or any of their subcontractors becomes listed on a World Bank List or Relevant List, or subject to proceedings which may lead to such a listing, after the tender is submitted to AusAID.

- 13.3 AusAID will exclude any tender where the Tenderer is in breach of the warranty, or does not disclose any circumstance required under **Clause 13.2**. AusAID also reserves the right to exclude any tender, where the Tenderer or a subcontractor of the Tenderer becomes listed on a World Bank List or Relevant List, or is subject to proceedings which could lead to such a listing.

- 13.4 Tenderers should note that if they tender in breach of this **Clause 13**, or are subsequently listed on a World Bank List or Relevant List, AusAID may terminate any contract subsequently entered into with that Tenderer.

- 13.5 For the purpose of this **Clause 13**, 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.

14. AusAID's RIGHTS

- 14.1 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.

- 14.2 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.

15. TENDERER'S ACKNOWLEDGEMENT

- 15.1 A Tender is submitted on the following basis:

- (a) no legal obligation or agreement whatsoever is intended to be or is created between AusAID and any Tenderer by virtue of the tender process (including but not limited to statements contained in this RFT) unless and until contract negotiations are completed and a formal written agreement acceptable to AusAID is entered into and executed by an authorised officer of AusAID and by the successful Tenderer, if any;
- (b) the Tenderer 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
- (c) the Tenderer is responsible for all costs of and incidental to the preparation and delivery of the Tender, including obtaining this RFT, or any subsequent stage of the procurement process, including answering any queries and providing any further information sought by AusAID.

16. **DEBRIEFING OF TENDERERS**

- 16.1 If requested, AusAID will provide Tenderers with a written debriefing on the results of the assessment of their Tender, including reasons why the tender was not successful.
- 16.2 AusAID will not enter into discussion or communications on the content of the tender debrief once it has been completed.

17. **COMPLIANCE WITH LAWS, GUIDELINES AND POLICIES**

17.1 Freedom of Information

- (a) 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.
- (b) 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.

17.2 Privacy

- (a) 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.
- (b) 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*.
- (c) 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.
- (d) 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.

17.3 Access by Australian National Audit Office

- (a) 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.

- (b) 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.
- (c) 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.

17.4 Access by Ombudsman

- (a) 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.
- (b) 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.
- (c) 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.

17.5 Equal Employment Opportunity for Women in the Workplace Act 1999.

- (a) Australian Government policy prevents AusAID from entering into contracts with suppliers who are currently named as non compliant under the *Equal Employment Opportunity for Women in the Workplace Act 1999* (EEO Act).
- (b) AusAID will exclude from consideration any Tender from a Tenderer who is named or whose subcontractor is named as not complying with the EEO Act.

17.6 United Nations Act, Criminal Code Act 1995 and World Bank List

- (a) AusAID will exclude from consideration any Tender from a Tenderer who is listed:
- (b) by the Minister for Foreign Affairs under the *Charter of the United Nations Act 1945* and/or listed in regulations made under Division 102 of the *Criminal Code Act 1995* (Cth). Further information about listed persons and entities is available from the Department of Foreign Affairs and Trade website at www.dfat.gov.au/icat/UNSC_financial_sanctions.html and from <http://www.nationalsecurity.gov.au/>
- (c) by the World Bank on its "Listing of Ineligible Firms" or "Listings of Firms, Letters of Reprimand" posted at www.worldbank.org (the "World Bank List") and/or any similar list maintained by any other donor of development funding.

17.7 Other Australian Government and AusAID Policies

- (a) Tenderers should familiarise themselves with AusAID policies including:
- (i) 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>;
 - (ii) 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;
 - (iii) 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>.
 - (iv) 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>.
 - (v) any other policies published from time to time on <http://www.ausaid.gov.au> or as otherwise notified to Tenderers.

18. FURTHER REQUIREMENTS

- 18.1 Tenderers should be aware that current employees of AusAID or NZAID cannot be included in Tenders for AusAID projects. Former AusAID and NZAID employees may be included in Tenders if doing so does not represent a breach of conflict of interest.
- 18.2 Tenderers should note that the Commonwealth Procurement Guidelines require that Commonwealth agencies must not enter into agreements with suppliers who have had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and who have not paid the claim. AusAID will reject submissions from tenderers in this position.
- 18.3 Tenderers must keep any discussions or contact with AusAID in connection with the Tender, the RFT and any contract negotiations confidential. Any unauthorised approach by a Tenderer to an AusAID officer or discussion of matters pertaining to the procurement process will be considered a breach of confidentiality.

19. CONTRACT NEGOTIATIONS

- 19.1 AusAID may select, as preferred Tenderer, the Tenderer(s) who best meet the requirements of the RFT on the basis of the tender assessment process.
- 19.2 The preferred Tenderer(s) must within 14 days of written notification from AusAID that it has been selected as preferred Tenderer, provide AusAID with originals of Police Clearance Certificates for all Personnel nominated in their Tender in positions specified in the Specified Personnel Table (**Clause 7, Part 1**) as working with children.

- (a) Police Clearance Certificates must be provided for each country in which the individual has lived for 12 months or longer over the last five years, and for the individual's country of citizenship;
- (b) Police Clearance Certificates must be dated no earlier than 12 months before the Tender Closing Time;
- (c) If any required Police Clearance Certificates are not provided to AusAID in accordance with **Clause 18.2** above, AusAID may exercise its right, specified at **Clause 14.2** above, to terminate negotiations with the preferred Tenderer and commence negotiation with any other Tenderer. AusAID recognises that in limited instances it may prove impossible to obtain a reliable Criminal Record Check, and will take non-provision of a Criminal Record Check into account upon request;
- (d) AusAID reserves the right to require the preferred Tenderer(s) to replace any Personnel whose Police Clearance Certificate shows conviction of criminal offences of, or relating to, child abuse where AusAID, in its absolute discretion, considers that the Personnel poses an unacceptable risk to children's safety or well-being. Nominated replacement Personnel must have qualifications and experience equal to or better than those of the personnel being replaced, and must be acceptable to AusAID.

19.3 It is AusAID's intention to contract on the basis of the Contract Conditions contained in this RFT. Following the selection of a preferred Tenderer AusAID may enter into negotiations with the preferred Tenderer in respect of the Scope of Services and the Basis of Payments of the contract. Such negotiations will be strictly limited to matters of detail rather than substance.

19.4 If the Scope of Services is reduced as a result of constraints imposed on AusAID before or after the **Closing Time**, AusAID and the preferred Tenderer must negotiate, in good faith, a proportionate reduction, if necessary, to the fixed price quote.

19.5 Enhancements to the Scope of Services included in the Tender in accordance with the selection criteria should be costed into the fixed price quote for the purposes of the like-for-like price assessment. Where AusAID has instructed that the like-for-like price assessment is to be based on indicative values, the Tenderer must clearly specify all cost implications of enhancements proposed in the Tenderer's technical proposal.

20. **CONTRACT PLANS**

20.1 The preferred Tenderer may be required to convert the Technical Proposal submitted in its Tender into appropriate schedules for the Contract based on the Contract Conditions. The Tenderer must take into account the outcome of any negotiations and give effect to amendments agreed with AusAID.

21. **APPLICABLE LAW**

21.1 The laws of the Australian Capital Territory apply to the RFT and the RFT process.

ANNEX A – AUSAID USE OF PERFORMANCE INFORMATION

1. AusAID reserves the right to take into account in the assessment of this 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:
 - (c) contractor, consultant or sub-contractor;
 - (d) an associate or employee of a contractor, consultant or sub-contractor; or
 - (e) a joint venture partner.
2. 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 Project 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.
3. 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 Technical Assessment Panel (TAP) 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 TAP and AusAID. Where information has been received in accordance with paragraph 2 (a) above, this may also be introduced into the TAP process.
4. 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.
5. 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.

6. 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.
7. 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 Annex in the Tender assessment process.

ANNEX B – TENDERER DECLARATION

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

1. DEFINITIONS

1.1 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 in the *[enter Project name]*;

“**Tenderer**” means *[list name, address and ABN and ACN if 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.

2. BASIS OF DECLARATION

2.1 I hold the position of *[managing director or other title]* of the Tenderer and am duly authorised by the Tenderer to make this declaration.

2.2 I make this declaration on behalf of the Tenderer and on behalf of myself.

3. THE OFFER

3.1 The Tenderer tenders to perform the Services for the Tender Price set out in the Tender, which is submitted as a separate file (for electronic submissions), or in a separate sealed envelope (for hard copy submissions).

3.2 The Tenderer undertakes, if this 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 Contract.

3.3 The Tender is accurate in every respect. In particular, I warrant that the information and certification included in each CV submitted in the Tender is accurate, that the proposed team members have been approached and confirmed their availability, that no proposed team member is a current AusAID employee, and that AusAID has the authority to make the inquiries referred according to the CV certification.

3.4 I warrant that the Tenderer has used its best endeavours to ensure that all employees of the Tenderer, or of its agents or contractors, proposed as Contractor Personnel for the Contract are of good fame and character.

3.5 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.

- 3.6 I acknowledge and agree to the matters specified in **Clauses 14** (AusAID's Rights) and **15** (Tenderer's Acknowledgement) of **Part 5**.
- 3.7 I agree:
- (a) that the Tenderer will be bound by this Tender for the Tender Validity Period of 180 days after the **Closing Time**; and
 - (b) that this Tender may be accepted by AusAID at any time before the expiration of that period or any additional period to which we may agree.
- 3.8 I acknowledge that this Tender will not be deemed to have been accepted except as specified in the RFT.
- 3.9 I understand that AusAID is not bound to accept the lowest priced or any Tender.
- 3.10 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:
- (a) any discussion or correspondence with other tenderers concerning the amount of the Tender;
 - (b) any collusive tendering or other anti-competitive practices with any of the other Tenderers or any other person; or
 - (c) any conduct or have any arrangement or arrive at any understanding with any of the other Tenderers.
- 3.11 **[This clause applies to government owned Tenderers only.]** I warrant that in preparing the Tender, the Tenderer has complied with the principles of competitive neutrality.
- 3.12 I warrant that the Tenderer, and any subcontractor of the Tenderer are not:
- (a) listed on a World Bank List as referred to in **Clause 13** (Ineligibility to Tender) of **Part 5** of this RFT;
 - (b) listed on any similar list maintained by any donor of development funding (Relevant List), or;
 - (c) subject to any proceedings which could lead to listing on a World Bank List or listing on a Relevant List.
- 3.13 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.
- 3.14 I undertake that 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.
- 3.15 No employees of the Tenderer, or its agents or contractors, who have been nominated in Project positions that involve working with children, have been convicted of a criminal offence relating to child abuse, nor are they subject to any proceedings which could lead to such a conviction.

- 3.16 Neither the Tenderer nor any of its agents or contractors has an unsettled judicial decision against it relating to employee entitlements.
- 3.17 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.
- 3.18 Neither the Tenderer nor any of its employees, agents or contractors disclosed the technical proposal or the Tender Price for the Services submitted by the Tenderer to any other tenderer who submitted a tender for the Services or to any other person or organisation prior to the **Closing Time**.
- 3.19 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.
- 3.20 The Tenderer is genuinely competing for the Contract and its Tender is not a “cover bid”.
- 3.21 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.
- 3.22 I acknowledge that each party constituting the Tenderer is bound jointly and severally by this Tender.

4. ADDENDA TO TENDER DOCUMENTS

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

Number _____ Dated _____ Number _____ Dated _____

Number _____ Dated _____ Number _____ Dated _____

5. ADDRESS OF TENDERER

Address or Registered Office of Tenderer

Address for service of notices (NOT PO. BOX)

Telephone Number: Fax Number:

SIGNED for and on behalf of *insert*)
organisation/ company name ABN (and)
ACN if applicable) by:)

insert name and title

Signature

ANNEX C – 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 (**Clause 1 of Part 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 (Clause 1 of Part 1)** or the

AusTender Help Desk (**Clause 3.1** above) **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.

PART 6 – STANDARD CONTRACT CONDITIONS

Note to Tenderers: Although these Standard Contract Conditions are presented as **Part 6** of this RFT, in the consolidated Contract Conditions they will appear as **Part B**.

PART B – STANDARD CONTRACT CONDITIONS

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PART B – 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).

"Associates" means an organisation or organisations whom the Contractor identified in its tender for the Project as an associate or joint venturer or consortium member to provide the Services.

"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*, 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.

"AusAID Eligibility Criteria" means the criteria organisations wishing to tender for AusAID contracts must satisfy. Details are available at <http://www.ausaid.gov.au/business/contracting/eligibility.cfm>.

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

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

"Commonwealth Procurement Guidelines" means the guidelines issued by the Minister for Finance and Administration that governs purchasing by Commonwealth agencies and

departments. Details are available at:

http://www.finance.gov.au/procurement/procurement_guidelines.html.

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

"**Contract Conditions**" means the provisions contained in Part A "**Project Specific Conditions**" and Part B "**Standard 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, and any software and associated instrumental/operations manuals.

"**Contractor Personnel**" means personnel either employed by the Contractor or Associates, engaged by the Contractor or Associates on a sub-contract basis, including the Specified Personnel, or agents of the Contractor or Associates 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.

"**Criminal Record Check**" means a check of an individual's criminal history record, conducted by the police or other authority responsible for conducting such checks.

"**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.

"**Director of Equal Opportunity for Women in the Workplace**" means the person so named in section 9 of the *Equal Opportunity for Women in the Workplace Act 1999*.

"**Dispute Notice**" means a notice of dispute given by one Party to the other Party under this Contract.

"**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.

"**Encumbrance**" means any lien, mortgage, charge or third party right or interest.

"**Fees**" means the fees for the Services 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, losses, 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 in relation to development cooperation, 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 Government**" means the Government of the Partner Country.

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

"**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).

"**Police Clearance Certificate**" means the certificate showing the results of a "**Criminal Record Check**", issued by the police or other authority responsible for conducting such checks.

"**Privacy Commissioner**" means the person so named in section 19 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.

"**Project Administration and Equipment**" means goods and services, such as office furniture, computers, vehicles, communications, utilities and office rent required by the Contractor for the day-to-day administration of the Project.

"Project Specific Conditions" means Contract Conditions in Part A of this Contract.

"Project Start Date" means the date specified in the Project Specific Conditions **Clause 2** (Project Commencement) as the date by which the Contractor must commence the Services.

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

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

"Relevant List" means any similar list to the World Bank List maintained by any other donor of development funding.

"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.

"Specified Personnel" means the Contractor Personnel who are identified in **Schedule 1**.

"Standard Conditions" means Contract Conditions in Part B of this Contract.

"Supplies" means Project Supplies and Project Administration and Equipment purchased by the Contractor for use in this Project.

"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.

"Working With Children" means working in a position that involves regular contact with children, either under the position description or due to the nature of the work environment.

"World Bank List" means a list of organisations maintained by the World Bank in its "Listing of Ineligible Firms" or "Listings of Firms, Letters of Reprimand" posted at: <http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984>

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 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;
- (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; and
- (l) a reference to “dollars” or “\$” is to an amount in Australian currency.

1.2 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.

1.3 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.

1.4 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. SCOPE OF CONTRACT

- 2.1 The Contract sets out the terms and conditions on which the Contractor agrees to secure the aims and objectives of the Project supplying, or procuring the supply of, the provision of the Services.
- 2.2 The activities to be performed and responsibilities assumed by the Contractor are detailed in **Schedule 1**.
- 2.3 Neither the Contractor, nor Contractor Personnel or Associates, shall by virtue of this Contract be, or for any purpose be deemed to be, and must not represent themselves as being, an employee, partner or agent of AusAID.

3. AUSAID'S OBLIGATIONS

- 3.1 AusAID must:
 - (a) make payments to the Contractor in accordance with the Contract; and
 - (b) perform, fulfill, comply with, submit to and observe the terms and conditions of the Contract, which are to be performed, fulfilled, complied with, submitted to or observed by AusAID.

4. NON-EXCLUSIVITY

- 4.1 The Contractor may not be the exclusive provider of services to AusAID similar to those provided under this Contract.
- 4.2 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.

5. PROVISION OF SERVICES

- 5.1 In providing the Services, the Contractor must:
 - (a) perform the Services as described in **Schedule 1** for the term of the Contract, unless the Contract is terminated earlier;
 - (b) accept and implement AusAID's reasonable directions in relation to the management of the Project;
 - (c) use its best endeavours to ensure the spirit and intent of the Project are fully met by the Services, including acting within the spirit and intent of the Treaty, MOU or Subsidiary Arrangement;
 - (d) liaise and cooperate with AusAID, with the stakeholders, and the Australian Diplomatic Mission in or having responsibility for the Partner Country especially in relation to security, personal safety and welfare matters;
 - (e) subject to any flexibility permitted in the Contract, ensure all timing obligations included in the Contract are fully met;

- (f) within the term of the Contract assist AusAID in the maintenance and ongoing implementation of the Services, including monitoring and evaluating the Services to ensure results accord with the aims of the Project, and provide necessary handover assistance to any subsequent service provider and to the Partner Country;
- (g) ensure that the Services are provided to a standard which shall promote Australia's international reputation and standing as a source of skill and expertise in the provision of international assistance;
- (h) 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;
- (i) if a Risk Management Plan for the Project has not been prepared prior to the Project Start Date, the Contractor must prepare a Risk Management Plan within 30 days after the Project Start Date. If requested by AusAID, the Contractor will make the Risk Management Plan available to AusAID;
- (j) whether a Risk Management Plan is prepared under paragraph (i) above, or was prepared prior to the Project Start Date (for example, as part of the Contractor's tender for the Project or as part of the Project Design Document or similar document), the Contractor must maintain and update the Risk Management Plan, as necessary, to ensure that at all times it adequately reflects Project risks and includes risk-minimisation strategies. The Contractor must promptly advise AusAID of any significant risks in accordance with **Clause 6 below**. The Contractor must also ensure the Risk Management Plan contains provisions for advance notification of AusAID of risks that may lead to disruption or delay of the Project;
- (k) liaise with, and obtain all necessary consents, approvals and authorisations from any public and other authorities in the Partner Country;
- (l) provide adequate support resources to secure the aims and objectives of the Project;
- (m) be responsive to the changing needs and environment of the Partner Country; and
- (n) seek to improve the quality, effectiveness and efficiency of the Services at every opportunity.

5.2 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.

5.3 The Parties recognise that the performance of the Services may be affected by changes to relevant policy in the Partner Country, and that some flexibility in the performance of the Services shall be required.

6. **EARLY NOTIFICATION**

6.1 The Contractor must report immediately, and in any event within seven (7) days, to AusAID on any actual, perceived or anticipated problems or risks that may have a significant effect on the achievement of the aims and objectives of the Project, on the cost to AusAID or on the delivery or operation of the Services. If the report is first given orally, the Contractor must promptly confirm the report in writing to AusAID. The Contractor must recommend to AusAID options to prevent or mitigate the impact of problems on the Project.

7. CONTRACTOR PERSONNEL

- 7.1 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.
- 7.2 The Contractor must use its best endeavours to ensure that all Contractor Personnel are of good fame and character.
- 7.3 The Contractor must use its 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*.
- 7.4 The Contractor must use its best endeavours to ensure that all Contractor Personnel and their accompanying family members while in-country:
- (a) are aware of local laws, culture and customs in the Partner Country; and
 - (b) act in a fit and proper manner.
- 7.5 The Contractor must use its best endeavours to ensure that no Contractor Personnel or their accompanying family members:
- (a) become involved in the political affairs of the Partner Country (unless citizens of the Partner Country);
 - (b) interfere in the religious affairs of the Partner Country (unless citizens of the Partner Country); or
 - (c) 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.
- 7.6 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.
- 7.7 The Contractor must ensure that media advertisements placed by the Contractor for personnel to fill a Project position acknowledge that the Project is funded by AusAID as part of the Australian Government's official overseas aid program.
- 7.8 AusAID may give notice to the Contractor requiring the Contractor to remove any Contractor Personnel from work in respect of the Services. The Contractor must promptly arrange for the removal of such Contractor Personnel from work in respect of the Services and their replacement (if required) with Contractor Personnel acceptable to AusAID.
- 7.9 The Contractor must advise AusAID promptly in writing of any change in the circumstances of any Contractor Personnel that, in the Contractor's reasonable opinion, is likely to affect AusAID's assessment of the person under the Contract.
- 7.10 The Contractor must advise AusAID immediately in writing if any Contractor Personnel is arrested for, or convicted of, criminal offences relating to child abuse, or for accessing or possessing child pornography. AusAID may require Contractor Personnel under formal investigation in relation to such criminal offences to be suspended from duty or transferred to other duties during the investigation.

- 7.11 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.

8. SPECIFIED PERSONNEL

- 8.1 The Contractor must provide all Specified Personnel for the Project and for the minimum periods specified in **Schedule 1**.
- 8.2 During the minimum periods specified in **Schedule 1**, the Long Term Advisers included in the Specified Personnel must be exclusively dedicated to the Project and only perform the duties required under this Contract unless otherwise agreed in writing by AusAID.
- 8.3 The Contractor must use its best endeavours to ensure that persons nominated as Specified Personnel:
- (a) are properly qualified for the tasks they are to perform;
 - (b) are certified as fit and healthy by a legally qualified medical practitioner to work in the Partner Country, and have received the necessary medical advice, including that on vaccinations and other preventive medical assistance allowing them to undertake work in-country in a safe manner; and
 - (c) are adequately briefed and understand the environment and culture of the Partner Country.
- 8.4 The Contractor must use its best endeavours to secure the availability of Specified Personnel for the term of the Contract. If a change to Specified Personnel is required the Contractor must provide AusAID with not less than 3 months prior written notice of such change except where circumstances beyond the reasonable control of the Contractor make the giving of such notice impracticable. Any proposed change to the Specified Personnel must only be made after written consent from AusAID and in accordance with the procedure set out in **Clause 8.8 below**.
- 8.5 Subject to **Clause 8.4 above**, Specified Personnel may be temporarily absent from the Project. Where Specified Personnel are unavailable for work in respect of the Contract, for any period in excess of 2 weeks, the Contractor must notify AusAID in writing immediately and, if requested, must provide replacement personnel acceptable to AusAID and the Partner Government at no additional charge and at the earliest opportunity and for the duration of the absence.
- 8.6 The costs incurred by the Contractors in providing temporary substitute personnel due to the absence of Specified Personnel are the responsibility of the Contractor.
- 8.7 The Contractor must advise AusAID promptly in writing of any change in the circumstances of any Specified Personnel that, in the Contractor's reasonable opinion, is likely to affect AusAID's assessment of the person under the Contract.
- 8.8 Before appointing Specified Personnel to the Project, the Contractor must obtain AusAID's written approval. In seeking approval of proposed Specified Personnel the Contractor must provide to AusAID:

- (a) the full names, dates of birth, and nationalities of proposed personnel and their accompanying dependants;
- (b) a statement demonstrating that the proposed personnel has the demonstrated skills and capacity to undertake the job specification of the position and duration of the proposed appointment;
- (c) a copy of the proposed person's curriculum vitae certified as accurate by the person and showing recent and relevant experience and formal qualifications including dates of award; and
- (d) assurances that the nominated personnel has no existing commitments (defined in relation to the commitments of the position and not the individual's commitment to a particular organisation), to other AusAID projects that will suffer detriment if accepted on this Project. If this is not the case AusAID may require further information before assessing the individual's suitability.

8.9 If the Contractor is unable to provide acceptable replacement Specified Personnel with equivalent qualifications and experience AusAID may seek a reduction in fees.

8.10 This clause is a fundamental term of the Contract, such that breach shall entitle AusAID to terminate the Contract in accordance with **Clause 31** and sue for damages.

9. **PROJECT VEHICLE CONTRIBUTION**

9.1 For the purposes of this clause, "Project Vehicles" are defined as vehicles paid for by AusAID, remain the responsibility of the Contractor for the term of the Project and that are provided for Project activities. Vehicles purchased by the Project, but handed over to the Partner Country immediately (where maintenance and insurance are Partner Country responsibilities and Contractor Personnel do not use the vehicles or only use them on an exceptional basis) are not considered Project Vehicles for the purposes of requiring a financial contribution by the Contractor.

9.2 In consideration of the Contractor being entitled to use Project Vehicles for non-project use the Contractor must contribute \$250.00 for each Project Vehicle for each month of the Project. The contribution will be deducted by the Contractor and must be clearly identified on the Contractor's invoices.

9.3 The Contractor must abide by the following requirements with regards to Project Vehicles:

- (a) Project demands must always take precedence over private use;
- (b) the Contractor must ensure that any persons driving the Project Vehicle must have a current valid international or Partner Country drivers license for the class of Project Vehicle;
- (c) the Contractor is responsible for ensuring Project Vehicles are appropriately insured;
- (d) the Contractor is responsible for ensuring that seat belts are fitted and must make every effort to ensure that they are worn at all times by drivers and all passengers;
- (e) the Contractor is responsible for any costs incurred in the event of an accident while the Project Vehicle is being privately used; and

- (f) the Contractor must ensure that Project Vehicles are serviced in accordance with manufacturer's requirements.

10. PROCUREMENT SERVICES

10.1 In procuring all Supplies, the Contractor must:

- (a) determine what Supplies are required for proper implementation of the Services and advise AusAID;
- (b) keep AusAID informed of ongoing requirements for Supplies in connection with the Project;
- (c) implement procedures so that procurement is undertaken in a manner that is consistent with the Commonwealth Procurement Guidelines, in particular, observing the Core Principle of achieving value for money and the supporting principles;
- (d) maintain complete and accurate records documenting the procedures followed in procuring, and the particulars of Supplies; and
- (e) use its best endeavours to ensure Supplies are maintained including taking appropriate steps to ensure that manufacturers' warranties of Supplies are secured and warranty conditions followed.

10.2 The Contractor shall bear the loss or damage in respect of Supplies until handover of Supplies to the Partner Government.

10.3 The Contractor must use its best endeavours to ensure all Supplies are free from defects in design, material, manufacture or workmanship. The Contractor must replace defective Supplies under warranty provisions or at its own cost.

10.4 The Contractor shall establish and maintain a Register of Assets which shall record any non-consumable Supplies valued at \$2,000 or more, which at a minimum contains the following information: reference identification number (which may be for example, a serial number, engine number or chassis number); description of the asset; date of procurement; cost; location; current status; and disposal or handover details.

10.5 The Register of Assets and associated documentation such as import documents, invoices and warranties shall be subject to audit by or on behalf of AusAID at any time and from time to time.

10.6 The Contractor must use the Supplies for purposes permitted under this Contract only and must ensure that the Supplies at all times remain free from any Encumbrance.

11. SUB-CONTRACTING

11.1 The Contractor may not sub-contract the whole of the Services. The sub-contracting of parts or elements of the performance of the Services is subject to compliance with the following requirements:

- (a) the sub-contracting of any of the Services shall not relieve the Contractor from any responsibility under this Contract;

- (b) the Contractor must implement procedures that are consistent with the principles of the Commonwealth Procurement Guidelines for the engagement of all sub-contracting of the Services, with the exception of Associates;
- (c) the Contractor must ensure that sub-contracts include equivalent provisions regarding the Contractor's relevant obligations under this Contract. In particular sub-contractors must:
 - (i) comply with relevant and applicable laws, regulations and development policies, including AusAID's *Child protection policy* (<http://www.ausaid.gov.au/publications/pubs.cfm?Type=PubPolicyDocuments>) and child protection compliance standards (Attachment 1 to the policy), both in Australia and in the Partner Country;
 - (ii) be insured to at least the minimum of their statutory obligations and that they carry all commercially prudent insurances for the activities to be undertaken as part of the Services;
 - (iii) be bound by the same obligations regarding **Clauses 15** (Accounts and Records), **18** (Audits), **19** (Access to Premises), **26** (Privacy), and **35.4** (Anti-corruption) **below** and as required by Project Specific Conditions **Clause 3** (Accounts and Records) as the Contractor; and
 - (iv) be bound by appropriate obligations in relation to ongoing software licensing, computer maintenance requirements and handover arrangements to the Partner Country;
- (d) if requested by AusAID, the Contractor must provide to AusAID an executed Deed of Novation and Substitution in the form at **Schedule 4** (Deed of Novation), contemporaneously with or within 10 Business Days of execution of the sub-contract by the Contractor;
- (e) the sub-contract must include the right of AusAID, in the event of AusAID issuing a notice of substitution under the Deed of Novation at **Schedule 4** (Deed of Novation), to further novate the sub-contract to another contractor;
- (f) the Contractor must maintain up-to-date records of the names of all sub-contractors engaged by the Contractor to perform 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. The sub-contract must include the right of AusAID to disclose the name of the sub-contractor, in accordance with **Clause 27 (AusAID Use of Contract Information) below**;
- (g) the Contractor must maintain records as to the performance of each of the sub-contractors engaged by the Contractor including details of any defects in such performance and the steps taken to ensure compliance with the Contract and provide to AusAID if requested; and
- (h) if requested by AusAID, the Contractor must provide to AusAID a copy of any proposed or executed sub-contract.

11.2 The obligations of **Clause 11.1 above** apply equally to Associates.

- 11.3 Despite any consent or approval given by AusAID, the Contractor shall remain at all times responsible for ensuring the suitability of Associates and sub-contractors and for ensuring that the Services are performed in accordance with the Contract.

12. CONTRACT AMENDMENT

- 12.1 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.
- 12.2 Changes to the Contract shall not be legally binding upon either party unless agreed in writing and signed by both Parties in the form of a “Deed of Amendment”.
- 12.3 AusAID or the Contractor may propose an amendment 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.
- 12.4 The Contractor must prepare an “Amendment Proposal” for any change sought by AusAID, or the Contractor, at no extra cost to AusAID and this must be submitted to AusAID in a timely manner.
- 12.5 The Amendment Proposal must include specific identification of the proposed change, associated cost implications, a cost/benefit and risk analysis, including of developmental impact improvements, a general plan for implementation of the change and a projected time schedule.
- 12.6 AusAID may, at its sole discretion, accept or reject the Amendment Proposal submitted by the Contractor.

13. EXTENSION OF TIME

- 13.1 Subject to **Clause 13.6 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.
- 13.2 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 an Amendment Proposal in accordance with **Clause 12.5 above**; and
- (e) use its best endeavours to continue to perform its obligations under the Contract.

13.3 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.

13.4 If AusAID approves in writing a request, the extension of time and any approved changes to the Contract will be documented in a "Deed of Amendment". The Contract shall be deemed to have been varied once the Deed of Amendment is signed by both the Contractor and AusAID.

13.5 Even if the Contractor has not given notice under **Clause 13.2 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.

13.6 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.

13.7 A notice of suspension, deletion or termination of the Contract under **Clause 13.6 above** takes effect on the date that the notification is received by the Contractor.

13.8 In the event of suspension, deletion or termination of Services or the Contract under **Clause 13.6 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.

14. **HANDOVER**

14.1 The Contractor must within 12 months of the Project Start Date draft a Handover Plan which includes all the functions to be performed to hand over Contract Material, Supplies, information, documents and other materials to the Partner Country in a manner which

ensures the Partner Country is able to benefit from the Project and in particular enables the Partner Country to manage ongoing maintenance requirements, as well as any other matters specified in **Schedule 1**. The Contractor must provide a copy of the Draft Handover Plan to AusAID within 12 months of the Project Start Date.

- 14.2 The Contractor must make changes to the Handover Plan as reasonably requested by AusAID and update the Handover Plan as necessary during the Project but at least annually and 6 months before the end of the Contract.
- 14.3 The Contractor must ensure that a finalised Handover Plan is provided to AusAID within seven (7) days of any early termination of the Project, or one month prior to the expected completion of the Project.
- 14.4 The Contractor must provide all reasonable assistance and cooperation necessary, on expiration or termination of the Contract, to facilitate the provision of further maintenance by AusAID or an alternative service provider. In particular the Contractor must:
- (a) deliver to AusAID or its nominee complete copies of all the Data and Contract Material, in a form and on a media approved by AusAID, and any other AusAID property including the Supplies;
 - (b) either destroy or deliver to AusAID all copies of AusAID Confidential Information as required by AusAID;
 - (c) if requested by AusAID, facilitate the assignment to AusAID, AusAID's nominee or to the Partner Country of sub-contracts relating to Supplies, including for licensing and support of information technology and any construction work maintenance;
 - (d) vacate the Project Office where this has been supplied by AusAID or the Partner Country;
 - (e) co-operate with AusAID and, if requested, AusAID's nominee, and provide reasonable assistance relating to the transfer of any contracts to AusAID, its nominee or the Partner Country;
 - (f) provide to AusAID or, if requested, to AusAID's nominee all information, including Data and Contract Material, necessary for an alternative service provider to assume provision of the Services;
 - (g) continue the provision of the Services for as long as reasonably requested by AusAID on the terms and conditions of the Contract;
 - (h) cooperate with AusAID and any other service provider in the ongoing provision of services similar to the Services; and
 - (i) allow AusAID to audit compliance with this clause.

15. ACCOUNTS AND RECORDS

- 15.1 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. Such accounts and records must:
- (a) record all receipts and expenses in relation to the Supplies and Services, including those involving foreign exchange transactions;

- (b) be kept in a manner that permits them to be conveniently and properly audited;
- (c) enable the extraction of all information relevant to this Contract;
- (d) contain details of the disposition of Supplies as agreed to by AusAID such as replacement, write-off or transfer to the Partner Country; and
- (e) the Contractor shall provide to AusAID a statement of Project expenditure on a regular basis for the duration of the Project. The details of the timing and content of the statement of expenditure are defined in Part A Project Specific Contract Conditions.

15.2 Accounts and records must be provided for inspection by AusAID immediately upon the request of AusAID.

15.3 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.

16. **REPORTS**

16.1 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.

16.2 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.

16.3 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.

17. **REVIEWS**

17.1 For the purpose of ensuring that this Contract is being properly performed, AusAID may itself, or may appoint an independent person or persons to assist in the performance of, or to perform, a review of this Contract at the frequency and in relation to any matter specified by AusAID.

17.2 The Contractor must participate cooperatively in any reviews conducted by AusAID or its nominees. In addition the Contractor must respond in writing to any draft review report within 28 days after the date of receipt by the Contractor of the draft report unless otherwise agreed in writing by AusAID.

17.3 Reviews may be conducted of:

- (a) the efficiency and effectiveness of the Contractor's operations in relation to the provision of the Services, including procurement and risk management procedures;
- (b) the accuracy and reliability of the Contractor's financial management systems;
- (c) the Contractor's compliance with their obligations under the Contract in relation to foreign exchange transactions;
- (d) the accuracy of the Contractor's reports in relation to the provision of the Services;

- (e) the Contractor's compliance with AusAID's *Child protection policy* and child protection compliance standards (Attachment 1 to the policy);
- (f) the Contractor's compliance with its Contractor Personnel, confidentiality and privacy obligations; or
- (g) any other matters relevant to the performance of any Services including user satisfaction.

17.4 Each Party must bear its own costs of any such reviews conducted by or on behalf of AusAID.

17.5 The requirement for, and participation in, reviews does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with this Contract.

18. AUDITS

18.1 Where AusAID has reasonable concerns regarding the Contractor's financial management systems AusAID must provide the Contractor with written notification of those concerns and what action is required of the Contractor. This may include:

- (a) that the Company Director must provide a Statutory Declaration confirming that they have sighted the necessary supporting documentation and confirm the veracity of the claim for payment;
- (b) providing AusAID with additional documentation to support the claim for payment; or
- (c) a direction that the Contractor engage an independent, suitable organisation to undertake an audit of those financial management systems, including invoicing procedures and practices.

18.2 The Contractor must respond to any notice received under **Clause 18.1 above** within 14 days.

18.3 Where the Contractor does not respond within 14 days, or the response does not alleviate AusAID's concern, AusAID reserves the right, if it has not already done so, to direct the Contractor to provide AusAID with certification from an independent auditor as described in **Clause 18.1(c) above**.

18.4 If AusAID directs the Contractor to undertake an independent audit under this clause:

- (a) the terms of reference must be agreed in writing by AusAID;
- (b) the audit must be undertaken according to the standards of the professional body relevant to the particular audit and those standards must be detailed in the terms of reference;
- (c) the Contractor will bear the total cost of the audit; and
- (d) AusAID will not make any further payments owed to the Contractor pending certification of the reliability of the Contractor's financial management systems and the veracity of the invoicing procedures and practices.

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

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.

20. **PAYMENT**

- 20.1 AusAID must make payment of the Fees within 30 days of:
- (a) AusAID's acceptance of the satisfactory completion of the Services or relevant Payment Milestone as specified in **Schedule 2**; and
 - (b) receipt of a correctly rendered invoice.
- 20.2 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.
- 20.3 The Fees are fixed for the term of the Contract unless varied in accordance with the Contract.
- 20.4 The Contractor must make all foreign exchange transactions at arms length and at commercially competitive rates. Supporting documentation must be retained in accordance with Standard Conditions **Clause 15.1** (Accounts and Records) and may be audited by AusAID in accordance with Standard Conditions **Clause 17** (Reviews).
- 20.5 Where the Contractor is entitled to reimbursement for expenditure in a currency other than Australian dollars under this Contract, the Contractor must invoice AusAID for the equivalent Australian dollar amount as recorded by the Contractor in their general ledger converted at an exchange rate which is calculated in accordance with appropriate accounting standards.
- 20.6 No invoice for any period is to be submitted before the provision of any reports required by the Contract for the relevant period.

- 20.7 Subject to the Contract AusAID shall pay Reimbursable Costs within 30 days of receipt of a correctly-rendered invoice.
- 20.8 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 details the Contractor's monthly contribution toward Project Vehicles in accordance with **Clause 9.2**;
 - (c) the invoice is based upon the calculation of Fees referred to in **Schedule 2**; and
 - (d) a company director of the Contractor, or their delegate 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.
- 20.9 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.
- 20.10 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.
- 20.11 AusAID need not pay an amount that is disputed in good faith by AusAID until the dispute is resolved.
- 20.12 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.
- 20.13 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.
- 20.14 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.

20.15 AusAID will make all amounts payable to the Contractor under this Contract into a bank account 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 account must be provided to AusAID with 45 days notice.

21. GOODS AND SERVICES TAX

21.1 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.

21.2 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).

21.3 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.

21.4 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.

21.5 AusAID shall not pay to the Contractor any amount referable to GST, except as provided in this clause.

22. INTELLECTUAL PROPERTY RIGHTS

22.1 Subject to **Clause 22.2**, 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.

22.2 **Clause 22.1** 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 22.2** 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.

22.3 The Contractor must ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Contract.

22.4 The Contractor must deliver all Contract Material to AusAID or to the Partner Government counterpart agency as may be directed in writing by AusAID.

23. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

23.1 The Contractor must at all times indemnify AusAID, its employees and agents and the Partner Country ("**those indemnified**") from and against any Loss or liability whatsoever

incurred by any of those indemnified or arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such Loss or liability arose out of an infringement, or an alleged infringement, of the Intellectual Property rights of any person, which occurred by reason of the performance or use of the Services.

24. **MORAL RIGHTS**

- 24.1 The Contractor warrants or undertakes that the author of any Contract Material, other than Prior Material, has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for the benefit of AusAID in relation to such material used, reproduced, adapted and exploited in conjunction with the other Contract Material.

25. **CONFIDENTIALITY**

- 25.1 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.
- 25.2 The Contractor must take all reasonable steps to ensure Contractor Personnel do not make public or disclose the AusAID Confidential Information and must promptly notify AusAID of any unauthorised possession, use or disclosure of AusAID Confidential Information.
- 25.3 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.
- 25.4 The Contractor may disclose AusAID Confidential Information:
- (a) to its legal advisers in order to obtain advice in relation to its rights under this Contract, but only to the extent necessary for that purpose;
 - (b) to the extent required by law or by a lawful requirement of any government or governmental body, authority or agency having authority over the first-mentioned party; or
 - (c) if required in connection with legal proceedings,
- but in the case of (b) and/or (c) above, subject to the Contractor giving AusAID sufficient notice of any proposed disclosure to enable AusAID to seek a protective order or other remedy to prevent the disclosure.
- 25.5 The Contractor must not transfer AusAID Confidential Information outside Australia, except to the Partner Country, or allow parties outside Australia to have access to it, without the prior approval of AusAID.
- 25.6 The Contractor must use AusAID Confidential Information held, acquired or which the Contractor may have had access to in connection with this Contract only for the purposes of fulfilling its obligations under this Contract. Upon expiry or earlier termination of this Contract the Contractor must either destroy or deliver to AusAID all AusAID Confidential Information, as required by AusAID.
- 25.7 This clause shall survive expiration or termination of this Contract.

26. **PRIVACY**

- 26.1 This clause applies only where the Contractor deals with Personal Information when, and for the purpose of, providing the Services.
- 26.2 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*.
- 26.3 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 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 sub-contractor;
 - (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.

- 26.4 The Contractor agrees to ensure that any sub-contract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the sub-contractor has the same awareness and obligations as the Contractor has under this clause, including the requirement in relation to sub-contracts.
- 26.5 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 sub-contractor under the sub-contract provisions referred to in **Clause 26.4 above**.
- 26.6 This clause shall survive expiration or termination of this Contract.

27. AusAID USE OF CONTRACT INFORMATION

- 27.1 AusAID may disclose matters relating to the Contract, including the Contract and the names of sub-contractors as specified in **Clause 11.1 (f) 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.
- 27.2 This clause shall survive termination or expiration of the Contract.

28. PUBLICITY

- 28.1 The Contractor must identify and implement appropriate opportunities for publicising the Project.
- 28.2 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.
- 28.3 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.
- 28.4 The Contractor shall, if appropriate, erect a sign at each Project site that acknowledges the contributions of the Australian and Partner Governments. Such signs shall in all cases be discussed and agreed between AusAID and the Partner Government. Signs should use the Australian Government/AusAID logo (in-line version). No independent project or program logos or emblems are to be used. Contractor signs may also be displayed, but not in greater number or prominence than acknowledgments to either the Australian or Partner Governments.

29. WARRANTIES

- 29.1 The Contractor represents and warrants that it has made its own assessment of all information made available to the Contractor in respect of the Services and sought appropriate professional advice concerning:
- (a) any information, statements or representations;

- (b) the regulatory regime applicable to the delivery of the Services both in Australia and in the Partner Country;
- (c) the assumptions, uncertainties and contingencies which may affect the future business of the Services; and
- (d) the impact that a variation in future outcomes may have on any Services.

29.2 Subject to any law to the contrary, and to the maximum extent permitted by law, AusAID, its employees, agents and advisers each disclaim all liability for any Losses (whether foreseeable or not) suffered by any other person acting on any part of the information made available to the Contractor in respect of the Service, whether or not the loss arises in connection with any negligence, default or lack of care on the part of AusAID, its employees, agents or advisers or any other person or any misrepresentation or any other cause.

29.3 The Contractor warrants that it shall have full corporate power and authority to enter into, perform and observe its obligations under this Contract and that the execution, delivery and performance of this Contract shall be duly and validly authorised by all necessary corporate action.

30. **PERSONNEL SECURITY**

30.1 The Contractor is responsible for the security of Contractor Personnel and for taking out and maintaining appropriate insurances in respect of Contractor Personnel.

30.2 The Contractor is responsible for the immediate development and implementation of a Security Plan to ensure the safety and security of Contractor Personnel. The Security Plan should incorporate prevention strategies and response plans, including evacuation plans where appropriate. The Contractor shall submit a copy of the Security Plan to AusAID prior to mobilisation in the Partner Country. The Contractor shall review and update the Security Plan whenever considered necessary by the Contractor and shall submit the revised document to AusAID.

30.3 The Contractor must keep abreast of the security situation in the Partner Country including where relevant having regard to travel advisories and notices including those issued by the Australian Department of Foreign Affairs and Trade. The Australian advisories and notices are available at: www.dfat.gov.au

30.4 The Contractor acknowledges and confirms that, notwithstanding any other provisions of the Contract:

- (a) it is not the function or responsibility of AusAID or any person acting or purporting to act on behalf of AusAID, to comment on or approve the Contractor's Security Plans; and
- (b) the Contractor has not entered the Contract based on any representation, statement or assurance by AusAID or any person acting or purporting to act on behalf of AusAID, in respect of the safety or security of the Contractor, Contractor Personnel or any person acting on behalf of the Contractor, in the Partner Country or in any other location.

31. **TERMINATION FOR CONTRACTOR DEFAULT**

31.1 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 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 **[10]** 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;
- (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;
- (k) is in breach of the warranty, regarding listing on a World Bank List or Relevant List, given in the Tenderer Declaration submitted by the Contractor with its tender leading to this Contract;
- (l) is, during the term of this Contract, listed on a World Bank List or Relevant List;
- (m) is in breach of the warranty, regarding convictions or proceedings relating to an offence of, or relating to, bribery of a public official, given in the Tenderer Declaration submitted by the Contractor with its tender leading to this Contract;

- (n) is in breach of the warranty, regarding unsettled judicial decisions relating to employee entitlements, given in the Tenderer Declaration submitted by the Contractor with its tender leading to this Contract;
- (o) is, during the term of this Contract, convicted of an offence of, or relating to, bribery of a public official. In this Clause 31.1(o) the Contractor includes Contractor Personnel;
- (p) is in breach of the warranty, regarding convictions or proceedings relating to an offence of, or relating to, child abuse, given in the Tenderer Declaration submitted by the Contractor with its tender leading to this Contract; or
- (q) is in breach of the warranty, regarding the good fame and character of Contractor Personnel, given in the Tenderer Declaration submitted by the Contractor with its tender leading to this Contract.

31.2 If this Contract is terminated under this **Clause 31**:

- (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 sub-contracts).

32. **TERMINATION FOR CONVENIENCE**

32.1 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.

32.2 Where notice is given under **Clause 32.1** 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 sub-contracts) arising in consequence of termination of this Contract under this **Clause 32**.

32.3 In the event of termination or reduction in scope under this **Clause 32**, subject to **Clause 32.4**, 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.

32.4 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 32**.

33. **INDEMNITY**

33.1 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.

33.2 The Contractor agrees that AusAID may enforce the indemnity in favour of the persons specified in **Clause 33.1 above** for the benefit of each of such persons in the name of AusAID or of such persons.

33.3 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.

33.4 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.

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

34. **INSURANCE**

34.1 The Contractor must arrange and maintain for the duration of the Contract unless otherwise specified:

- (a) public liability insurance with a limit of at least \$5 million for each and every claim which covers:

- (i) loss of, or damage to, or loss of use of any real or personal property; or
- (ii) personal injury to, illness (including mental illness) or death of any person arising from the performance of the Contract;
- (b) motor vehicle third party property damage insurance;
- (c) workers' compensation insurance:
 - (i) which fully insures the Contractor for any amount it becomes liable to pay under any statute relating to workers' or accident compensation or for employer's liability at common law;
 - (ii) to be effected in the Partner Country as well as every state or territory in Australia where the Contractor Personnel normally reside or in which their contract of employment was made; and
 - (iii) which, where possible at law extends to indemnify AusAID as principal for AusAID's liability to persons engaged by the Contractor.

Where there is no workers compensation legislation in force in the Partner Country the Contractor should arrange adequate personal accident and illness insurance (accidental death and weekly benefits) for any Contractor Personnel not otherwise covered for the duration of the Contract;

- (d) property insurance covering any Contract Material, Supplies and the reinstatement of any Data while in the care, custody or control of the Contractor for its full replacement value;
 - (e) professional indemnity insurance to cover the Contractor's obligations under this Contract. The Contractor's professional indemnity policy must respond to claims arising under the *Trade Practices Act (Cth) 1974*, in regard to this Contract. The Contractor may obtain the insurance on an annual basis if necessary, but must maintain the necessary insurance each year until the expiration of three (3) years after the full Term of the Contract or earlier termination of the Contract;
 - (f) adequate medical and dental insurance for Contractor Personnel who are engaged to operate outside their country of permanent residence; and
 - (g) adequate insurance for medical evacuation and evacuation resulting from an insured event for all Contractor Personnel.
- 34.2 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.
- 34.3 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.
- 34.4 In the event of an insurance claim any deductible/excess payable shall be the responsibility of the Contractor.

35. CONFLICT OF INTEREST

Conflict of Interest

- 35.1 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.
- 35.2 The Contractor must use best endeavours to ensure that a situation does not arise which may result in a conflict of interest. The Contractor must not engage in any activity, subject to **Clause 35.3 below**, that may result in a conflict of interest arising or continuing.
- 35.3 Where a 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.

Anti-Corruption

- 35.4 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 31** (Termination for Contractor Default) by notice from AusAID.

36. FRAUD

- 36.1 For the purpose of this clause, 'fraudulent activity' or 'fraud' means: Dishonestly obtaining a benefit by deception or other means.
- 36.2 The Contractor and its sub-contractors must not engage in any fraudulent activity.
- 36.3 The Contractor must prepare a fraud risk assessment and zero tolerance fraud control strategy. These must contain appropriate fraud prevention, detection, investigation and reporting processes and procedures that comply with the *Commonwealth Fraud Control Guidelines*.
- 36.4 The Contractor is responsible for preventing and detecting fraud including fraud within those functions outsourced / performed by a sub-contractor or under any other arrangement established by the Contractor relating to the management or administration of AusAID provided funds. The Contractor is responsible for ensuring that its staff and its subcontractors' staff are responsible and accountable to the Contractor for preventing and reporting any fraud or suspected fraud as part of their routine responsibilities.
- 36.5 The Contractor must report in writing within 5 working days to AusAID any detected, suspected, or attempted fraudulent activity involving AusAID provided funds. Where a matter is reported in writing to AusAID by a Contractor, the advice must provide where known:
- (a) the name of the Project under which AusAID funding is being provided;
 - (b) name of any personnel or subcontractors involved;
 - (c) the allegation(s), including a chronological account of the facts giving rise to the allegation(s);

- (d) the names of the suspected offender(s) (where known);
- (e) details of witnesses;
- (f) copies of relevant documents;
- (g) references to any relevant legislation;
- (h) a nominated contact officer;
- (i) any other relevant information (eg, political sensitivities, any other party or agency that has been informed, involved or that can assist with investigations); and
- (j) the current status of any inquiries commenced by the Contractor.

- 36.6 The Contractor must, in consultation with AusAID, develop and implement a strategy to investigate the detected, suspected or attempted fraud based on the principles set out in the *Australian Government Investigations Standards* which are available from AusAID when a demonstrated need to distribute them exists. The Contractor will be responsible for the conduct of the investigation. Any investigator appointed by the Contractor should possess the minimum qualifications specified in the *Commonwealth Fraud Control Guidelines*. Before engaging a qualified investigator, the Contractor may consult with AusAID regarding the appointment and may request assistance from AusAID in meeting the actual costs of a qualified investigator. Provided that the Contractor has consulted with AusAID before engaging an investigator, AusAID may in its absolute discretion agree to meet some or all of those costs.
- 36.7 AusAID reserves the right to appoint its own investigator, conduct the investigation, conduct a concurrent investigation or refer the allegations to the appropriate law enforcement agencies or any other person or entity AusAID deems appropriate in Australia or in the partner countries for investigation. In this instance the Contractor shall provide all assistance that may be required at the Contractor's sole expense.
- 36.8 Following the conclusion of an investigation, where the investigation finds the Contractor, an employee of the Contractor or a subcontractor of the Contractor has acted in a fraudulent manner, the Contractor shall:
- (a) where money has been misappropriated, pay to AusAID or the project the full value of the AusAID funds that have been misappropriated; or
 - (b) where an item of property has been misappropriated, either return the item to AusAID or the project or if the item cannot be recovered or has been damaged so that it is no longer usable, replace the item with one of equal quality.
- 36.9 Following the conclusion of an investigation, where the investigation finds that a party other than the Contractor, an employee of the Contractor or a subcontractor of the Contractor, has acted in a fraudulent manner, the Contractor shall at the Contractor's cost:
- (a) make every effort to recover any AusAID funds or funded property acquired or distributed through fraudulent activity, including without limitation, one or both of the following:
 - (i) taking recovery action in accordance with recovery procedures, including civil litigation, available in the Partner Country. Before commencing any recovery action, the Contractor may consult with AusAID regarding the proposed course of action and may request assistance from AusAID in meeting the costs of the recovery action. Provided that the Contractor has

consulted with AusAID before commencing recovery action, AusAID may in its absolute discretion agree to meet some or all of those costs.

- (ii) referring the matter to the relevant Partner Country police or other authorities responsible for prosecution of fraudulent activity.

- (b) keep AusAID informed, in writing, on a monthly basis, of the progress of the recovery action.

36.10 If the Contractor considers that after all reasonable action has been taken to recover the funds or funded property and full recovery has not been achieved or recovery has only been achieved in part, the Contractor may seek approval from AusAID that no further recovery action be taken. The Contractor must provide to AusAID all information, records and documents required by AusAID to enable the AusAID delegate to make a decision on whether to approve non-recovery of funds or funded property.

36.11 In the event that any investigation finds that the contractor, an employee of the Contractor or a subcontractor of the Contractor has been involved in any fraudulent activity, or in the event that AusAID discovers that a suspected, attempted or detected fraud has not been reported to AusAID, AusAID, at AusAID's sole discretion, reserves the right to:

- (a) Terminate the Contract with the Contractor, in which event, AusAID shall not be liable to the Contractor for any claim, demand, proceeding suit or action by the Contractor, and the Contractor shall indemnify, defend and hold harmless AusAID from any claim, demand, proceeding suit or action from any party or individual resulting from such termination; and / or.
- (b) Not enter into any further agreement with the Contractor until such time as AusAID is satisfied that any recommended changes to the Contractor's management and procedures have been made in order to prevent any further fraudulent activity from occurring and to ensure timely reporting of suspected, attempted or detected fraud to AusAID.

36.12 **Clauses 36.6, 36.7, 36.8, 36.9 and 36.10**, shall survive expiration of this Contract in relation to:

- a) any fraud detected by the Contractor before the date of expiry of this Contract but the Contractor had not commenced an investigation under **Clause 36.6** before that date,
- b) any investigation commenced by the Contractor under **Clause 36.6**, but not completed, before the date of expiry of this Contract, and
- c) any investigation commenced by AusAID under **Clause 36.7**, but not completed, before the date of expiry of this Contract.

37. **COMPLIANCE WITH LAWS, GUIDELINES AND POLICIES**

37.1 The Contractor must at all times have regard to and comply with, and use its best endeavours to ensure that all Contractor Personnel comply with, the laws in Australia, the Partner Country and applicable laws of other countries.

- 37.2 A list, as amended from time to time, of Australian laws that may apply to the delivery of developmental aid to foreign countries can be found on the AusAID website: <http://www.ausaid.gov.au/business/contracting.cfm>.

This list is not exhaustive and is provided for information only. The provision of this list does not relieve the Contractor from complying with the obligations contained in **Clause 37.1**.

- 37.3 The Contractor and all Contractor Personnel must at all times have regard to and operate in accordance with relevant guidelines, as amended from time to time, and listed on the AusAID website: <http://www.ausaid.gov.au/business/contracting.cfm>.
- 37.4 The Contractor must notify AusAID of any material breach by the Contractor or Contractor Personnel of a law or guideline referred to in this **Clause 37**.
- 37.5 On becoming aware of a material breach by the Contractor or Contractor Personnel of a law or guideline, whether or not such a breach is notified to AusAID by the Contractor, AusAID may, in addition to any other rights available to AusAID, terminate this Contract under **Clause 31**.
- 37.6 The Contractor must in carrying out its obligations under this Contract comply with those laws in relation to organisations and individuals associated with terrorism, including 'terrorist organisations' as defined in Division 102 of the *Criminal Code Act 1995 (Cth)* and listed in regulations made under that Act and regulations made under the *Charter of the UN Act 1945 (Cth)*. The Contractor must ensure that funds provided under this Contract do not provide direct or indirect support or resources to organisations and individuals associated with terrorism. If, during the course of this Contract, the Contractor discovers any link whatsoever with any organisation or individual associated with terrorism it must inform AusAID immediately.
- 37.7 The Contractor must when providing any Services and procuring the Supplies have regard to and operate in accordance with Australian policies on developmental aid to foreign countries including:
- (a) the policy Gender Equality in Australia's Aid Program – Why and How (March 2007);
 - (b) 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;
 - (c) Child protection, in particular the child protection compliance standards at Attachment 1 to AusAID's *Child protection policy*;
 - (d) Environment. AusAID is bound by the Commonwealth's *Environment Protection and Biodiversity Conservation Act 1999*, which applies to all aid activities. The Contractor must:
 - 1. ensure that environmental requirements specified in the Scope of Services are implemented, monitored and reported;

2. comply with AusAID's Environmental Management System outlined in the *Environmental Management Guide for Australia's Aid Program*, including:
 - a. assess and manage all actual or potential environmental impacts, both direct and indirect, to avoid or mitigate negative impacts and promote positive impacts;
 - b. report regularly on any such impacts as required by the Scope of Services; and
3. comply with all relevant environmental laws and regulations of the Partner Country.

The *Environmental Management Guide for Australia's Aid Program* can be found at: <http://www.ausaid.gov.au/keyaid/envt.cfm>.

38. INVESTIGATION BY THE OMBUDSMAN

- 38.1 In carrying out the Services, the Contractor, and an employee or subcontractor of the Contractor, may be a "Commonwealth service provider" under section 3BA of the Ombudsman Act 1976.
- 38.2 The Contractor must use its best endeavours, and must ensure that employees and subcontractors of the Contractor use their best endeavours, in undertaking the Services, not to engage in conduct that:
 - (a) would, if the Contractor or an employee or subcontractor were an officer of AusAID, amount to a breach of duty or to misconduct; or
 - (b) should be brought to the attention of the principal officer of AusAID.
- 38.3 If the Commonwealth Ombudsman commences an investigation of conduct of the Contractor, as a Commonwealth service provider, the Contractor, at the cost of the Contractor, must cooperate with the investigator including:
 - (a) providing all documentation required by the investigator,
 - (b) making Contractor Personnel available to assist the investigator and
 - (c) allowing the investigator, at any reasonable time of the day, to enter a place occupied by the Contractor and carry on the investigation at that place.

- 38.4 If the Ombudsman brings evidence to the notice of AusAID concerning the conduct of the Contractor, or of an employee or subcontractor of the Contractor, the Contractor must, at the cost of the Contractor, take whatever remedial action is required by AusAID or by the Ombudsman to rectify the situation.
- 38.5 The Contractor must 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 this requirement in relation to subcontracts.
- 38.6 The Contractor agrees to indemnify AusAID in respect of any loss, liability or expense suffered or incurred by AusAID, due to conduct of the Contractor or of an employee or subcontractor, which arise directly or indirectly, as a result of an investigation carried out by the Ombudsman.
- 38.7 This clause shall survive expiration or termination of this Contract.

39. RESOLUTION OF DISPUTES

- 39.1 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 20.11** (Payment) and unless otherwise agreed by the Parties, the Parties shall at all times during the dispute proceed to fulfil their obligations under this Contract.
- 39.2 A Party may give the other Party a notice of dispute ("**dispute notice**") in connection with this Contract. Following the giving of a dispute notice, the dispute must be referred to a senior officer of AusAID and a senior officer of the Contractor, who must use reasonable endeavours to resolve the dispute within 20 Business Days or such other period as is agreed by the Parties.
- 39.3 If the Parties have not been able to resolve the dispute in accordance with **Clause 39.2 above**, then the Parties may agree on a process for resolving the dispute through means other than litigation or arbitration, including by mediation or conciliation.
- 39.4 In the event that the dispute, controversy or claim has not been resolved within 50 Business Days (or such other period as agreed between the Parties in writing) after the dispute notice has been received in accordance with clause headed 'Notices' in Part B (Standard Contract Conditions) of this Contract, then either Party is entitled to treat the mediation process as terminated and may, if it wishes, commence legal proceedings.
- 39.5 Nothing in this clause prevents either Party from seeking urgent injunctive relief.

40. NOTICES

- 40.1 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).

41. MISCELLANEOUS

41.1 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.

41.2 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.

41.3 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.

41.4 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.

41.5 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.

41.6 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.

41.7 Contra Proferentem

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.

41.8 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.



AUTHORITY FOR EFT DIRECT CREDIT PAYMENT – INTERNATIONAL

Please complete the following questions:

Agreement manager to complete:

Administered or Departmental? _____

If Departmental does the payee classify as a “small business”? (yes/no) _____. If yes, please **ensure** a copy of the “Statement Pertaining to Small Business Status” is attached to this form and forwarded to finance.

If yes, does interest apply to overdue payments? (yes/no) _____. Please refer back to “Procurement 30 Day Payment Policy for Small Business”.

AusAID Employee? (yes/no) _____ If yes, is the employee based o/seas? _____

Please specify type of payment (e.g. O-based salary, superannuation payment, professional fees, etc.) _____

Contract/Agreement Number: (Please refer to Note C) _____

Is this an update to your account? (yes/no) _____

(Note: if this is an update to your account please ensure that you provide your old account number at * below)

CUSTOMER DETAILS

Business Name: _____

ABN (Australian Businesses must provide their ABN unless ABN exemption applies) _____

Does your Business have an ABN exemption? (yes/no) _____ (If yes, please attach “Statement by a Supplier” form)

Individual Name (if not Business) _____

Street Address: _____

Postal Address: _____

Contact Person: _____ Telephone Number: _____

Fax No. _____ e-mail address: _____

Please ensure **all** relevant fields below are completed to avoid delays in processing of payments.

FINANCIAL INSTITUTION DETAILS

I, _____, in my capacity as _____ hereby authorise the Agency to direct payments for goods and/or services to the following account:

Account Number or IBAN: _____

(Please provide an IBAN for accounts held in GBP or EURO currencies)

Currency Account Held In: _____

Account Name: _____

Bank Name: _____

Bank Branch, Address and Country: _____

Swift Code/GBP Sort Code/USD ABA Code (maximum 11 characters): **(refer to Note A)**

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INTERMEDIARY/CORRESPONDENT BANK DETAILS (for payments made in currency other than local)
(refer to Notes B & C)

Correspondent Bank: _____

Bank, Branch, Address and Country: _____

Swift Code (maximum 11 characters):

--	--	--	--	--	--	--	--	--	--	--

***Old Account Number (if applicable):** _____

Signature of Authorised Representative: _____

Date: _____

NOTE A: Payments to the United Kingdom in GBP require sort code
Payments to the United States in USD require an ABA number
All other payments require a swift code

NOTE B: For accounts held in currencies other than that of the beneficiary bank, the intermediary or correspondent bank details must be provided *eg for a USD account held in Indonesia a US intermediary or correspondent bank must be provided.*

NOTE C: For contract agreements we will **only** accept the following: (a) The beneficiary bank account can be held in AUD or the same foreign currency as the agreement and invoice; or (b) The bank account can be held in any currency if the agreement and invoices are in AUD.

WHEN COMPLETED, PLEASE FAX TO: (02) 62064878 or email to accounts.processing@ausaid.gov.au
POST TO: COLLECTOR OF PUBLIC MONIES, AUSAID. GPO Box 887. CANBERRA, ACT, 2601

Conditions of this agreement:

1. The Customer is responsible for a) the accuracy of the above details b) advising the Agency in writing of any changes relating to the above particulars. Upon receipt of such notification the Agency shall process all payments in accordance with the details provided.
2. The Customer warrants that the bank account details provided are not false and comply with all applicable laws.
3. The Agency has the right to accept the authority of the Authorised Representative as conclusive evidence of that person's authority to execute this agreement on behalf of the Customer. The Agency is under no obligation to verify that authority of the Authorised Representative or the bank account details.
4. The Agency will use all reasonable measures to maintain confidentiality; both the Authorised Representative and the Customer acknowledge that it may not be practical for the Agency to keep these account details confidential in the circumstances. These details will be available to the Agency staff in carrying out their normal duties in paying invoices.
5. Payment will be deemed to have been made when the Agency has instructed its bank to credit the Account. The Agency will not be responsible for any delays in payment or errors due to factors outside the reasonable control of the Agency, including but not limited to delays or errors in the banking system.
6. The Customer acknowledges that the Agency, by accepting the authority, does not promise to remit payments by EFT to the Customer but may do so if it should choose to do so.
7. The Authorised Representative warrants in his/her own right that a) he/she has the authority to bind the Customer to the conditions of this payment b) the banking details provided are accurate c) by signing this form, the Customer is aware of its responsibilities under this agreement.
8. The Authorised Representative indemnifies the Agency in relation to any loss or damage (including consequent loss) which the Agency may suffer due to any breach of the Customer's warranties at clauses 1 and 2 respectively.

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 **Country**.
- B. The Recipient has been engaged by the Contractor to work on the project.
- 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
(**Print**)

SCHEDULE 4 – DEED OF NOVATION AND SUBSTITUTION

This **DEED OF NOVATION AND SUBSTITUTION** made the day of

BETWEEN:

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

AND:

[ABN of] (the
“**Subcontractor**”) of the second part;

AND:

Contractor's Name ACN# of **Contractor's Address** (the “**Contractor**”) of the third part.

WHEREAS:

- A. AusAID is concerned to ensure that the Services under the Contract are properly delivered.
- B. The Subcontractor is a subcontractor to the Contractor for the Services.
- C. The Subcontractor and Contractor have agreed with AusAID to novate the Subcontract to AusAID in the event that AusAID exercises its right under **Clause 31** and **32** of the Contract.
- D. The Subcontractor agrees that AusAID may novate the Subcontract to another Contractor at its sole and absolute discretion in the event that AusAID has exercised its right under **Clause 31** and **32** of the Contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **DEFINITIONS**

“**Business Day**” means a day on which trading banks are open for business in Canberra;

“**Commencement Date**” has the same meaning as in the Contract;

“**Contract**” means the Contract for the provision of Services between AusAID and the Contractor dated on or about [];

“**Deed**” means this Deed of Novation;

“**Services**” means the services to be provided by the Contractor to AusAID under the Contract;

“**Party**” means AusAID, the Subcontractor or the Contractor;

“**Subcontract**” means the contract between the Contractor and the Subcontractor for the provision of the Subcontractor Services; and

“**Subcontractor Services**” means the services that the Subcontractor is obliged to provide to the Contractor under the Subcontract.

2. **APPLICATION OF DEED**

The Contractor and the Subcontractor agree that:

 this Deed is entered into for the benefit of AusAID; and

 AusAID may exercise the rights granted to it under this Deed.

This Deed commences on the Commencement Date of the Subcontract.

3. **NOVATION**

AusAID may issue a notice of substitution to the Subcontractor if AusAID is entitled to exercise its rights under **Clauses 31 or 32** of the Contract.

The Parties agree that on and from the date of issue of a notice of substitution:

 AusAID is substituted for the Contractor under the Subcontract in respect of the Subcontractor Services as if AusAID was originally the Party to the Subcontract instead of the Contractor, and all references in the Subcontract to the Contractor are to be read and construed as if they were references to AusAID;

 AusAID is to pay any amount due to the Subcontractor under the Subcontract to the Subcontractor and the receipt of the Subcontractor shall be full and sufficient discharge for any such payments;

 subject to paragraph (a), AusAID is bound by, and must fulfil, comply with and observe all the provisions of the Subcontract and enjoys all the rights and benefits of the Contractor under the Subcontract; and

 the performance by the Subcontractor of services under the Subcontract, is instead of, and not in addition to, any performance by the Contractor of its obligations under that Subcontract.

If AusAID exercises its rights of novation under this deed, AusAID may further novate the Subcontract by substituting a new contractor in place of the Contractor on the terms of this deed with appropriate alterations. In the event of such novation, the rights and obligations of the Subcontractor with respect to the Contractor shall become the rights and obligations of the Subcontractor with respect to the new contractor.

4. **RELEASE**

Except in relation to payment due from the Contractor to the Subcontractor under the Subcontract but unpaid on the date of issuing of the notice of substitution referred to in **Clause 3** of this Schedule, the Contractor releases and discharges AusAID from any and all claims, actions, proceedings, obligations and liabilities (whether based in negligence or any other form of legal liability) in respect of or in any way arising from the Subcontract prior to the date of the notice of substitution in respect of the Subcontractor Services.

5. **FURTHER ASSURANCES**

Each Party must take such steps, execute all such documents, and do all such acts and things as may be reasonably required by the other Party to give effect to any of the transactions contemplated by this Deed.

6. **DISCHARGE**

Neither the Subcontractor nor the Contractor are discharged or released or excused from this Deed by an arrangement made between the Contractor and the Subcontractor prior to the issue of a notice of substitution with, by any change to the Subcontract, or by any forbearance whether as to payment, time or otherwise.

The Contractor undertakes to notify AusAID of any alterations to the Subcontract or other matter referred to in **Clause 3** of this Schedule. A failure of the Contractor to notify AusAID under this clause does not alter the Subcontractor's obligations under this Deed.

This Deed by the Subcontractor for AusAID to assume the obligations of the Contractor is discharged in relation to the Subcontract only on completion by the Subcontractor of all its obligations under the Subcontract in respect of the Subcontractor Services, or, in the event of the issue of a notice of substitution, on the due and proper performance of the Subcontract by the Subcontractor.

The obligations of AusAID under this Deed in its application to the Subcontract must not exceed the obligations of the Contractor under the Subcontract.

7. **NOTICES**

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

when delivered (if left at that Party's address);

on the third Business Day after posting (if sent by pre-paid mail); or

on the Business Day of transmission (if given by facsimile and sent to the facsimile receiver number of that Party and the facsimile machine provides an affirmation of a successful transmission).

Address of Party

For the purposes of this clause, 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 to each other Party:

AusAID

To: **Desk Name**

Attention: Country Program Manager

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

Facsimile: **Desk Fax**

Contractor

To: **Contractor's Name**

Attention:

Address: **Contractor's Address**

Facsimile: **Contractor's Fax**

Subcontractor

To:

Attention:

Address:

Facsimile:

8. **LAWS**

This Deed is subject to and construed in accordance with the laws in force in the Australian Capital Territory.

9. **WARRANTY**

The Subcontractor and the Contractor each warrant and represent to AusAID that at all times:

the execution and delivery of this Deed has been properly authorised by all necessary corporate action of the Subcontractor and the Contractor respectively;

the Subcontractor and the Contractor respectively each has full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or caused to be performed its obligations under this Deed;

this Deed constitutes a legal, valid and binding obligation of the Subcontractor and the Contractor respectively, enforceable in accordance with its terms by appropriate legal remedy; and

to the best of each of the Subcontractor's or the Contractor's knowledge, there are no actions, claims, proceedings or investigations pending or threatened against or by the Subcontractor or the Contractor respectively that may have a material effect on the ability of the Subcontractor or the Contractor respectively to perform its obligations under this Deed.

10. **GENERAL**

Counterparts

This Deed may be executed up to three (3) counterparts and all of those counterparts taken together constitute one and the same instrument.

Attorneys

Where this Deed is executed on behalf of a Party by an attorney, that attorney by executing declares that the attorney has no notice of the revocation of the power of attorney under the authority of which the attorney executes this Deed on behalf of that Party.

Further Assurance

Each Party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them by notice from another Party effectively to carry out and give full effect to this Deed and the rights and obligations of the Party under it.

Assignment

No Party may assign or transfer any of its rights or obligations under this Deed without the prior consent in writing of the other Parties. AusAID may withhold its consent in its absolute discretion.

EXECUTED as a Deed.

SIGNED, for and on behalf of the)
COMMONWEALTH OF)
AUSTRALIA in the presence of:)
) Signature

.....
Signature of witness

.....
Name of witness
(*Print*)

SIGNED for and on behalf of)
[*Subcontractor*] by:)
)
.....)
Director Director/Secretary
Name of Director Name of Director/Secretary
(*Print*) (*Print*)

SIGNED for and on behalf of)
[*Contractor*] by:)
)
.....)
Director Director/Secretary
Name of Director Name of Director/Secretary
(*Print*) (*Print*)

RECITALS

- ## AGREEMENT

1. The Guarantor guarantees to AusAID the performance of the obligations undertaken by the Contractor under the Contract on the conditions set out in this Deed.
2. If the Contractor (unless relieved from the performance of the Contract by AusAID expressly or by statute or by a decision of a tribunal of competent jurisdiction) fails to execute and perform its obligations under the Contract, the Guarantor shall, if required to do so by AusAID, complete or cause to be completed the obligations set out in, and in accordance with the conditions of, the Contract. If the Contractor commits any breach of its obligations, and such breach is not remedied by the Guarantor under this Deed and the Contract is then terminated for default, the Guarantor shall indemnify AusAID against losses, damages, costs and expenses directly incurred by reason of that default.
3. The Guarantor shall not be discharged or released or excused from this Deed by an arrangement made between the Contractor and AusAID with or without the consent of the Guarantor, or by any alteration, amendment or variation in the obligations assumed by the Contractor or by any forbearance whether as to payment, time, performance or otherwise. The guarantee by the Guarantor in this Deed to assume the obligations of the Contractor shall continue in force and effect until completion of all the Contractor's obligations under the Contract or until the completion of the undertakings under this Deed by the Guarantor.
4. The undertakings of the Guarantor under this Deed shall not exceed the obligations of the Contractor under the Contract. Any liability of the Guarantor shall be coextensive, but not in excess of any liability of the Contractor to AusAID under the Contract. The Guarantor shall be entitled to all rights, privileges and defences otherwise available, to the Contractor with respect to any such liability, including without limitation all provisions of the Contract relating to the limitation of liability and the resolution of disputes.
5. This Deed is subject to, and is to be construed in accordance with, the laws in force in the Australian Capital Territory and the parties agree that the courts of that Territory have jurisdiction to entertain any action in respect of, or arising out of, this Deed and the parties submit themselves to the jurisdiction of those courts.
6. For the purpose of this Deed, where an obligation of the Contractor under the Contract has not been performed, the Contractor shall be taken to have failed to perform that obligation

notwithstanding that the Contractor has been dissolved or is subject to external administration procedures under chapter 5 of the *Corporations Law* or any other law.

7. The guarantee in this Deed is a continuing guarantee to AusAID until the obligations and liabilities of the Contractor under the Contract have in all respects been performed, observed and discharged.
8. The following notice arrangements apply:
 - (a) notice or other communication which may be given to or served on the Guarantor under this Deed shall be deemed to have been duly given or served if it is in writing, signed on behalf of AusAID and is either delivered by hand, posted or faxed or a copy transmitted electronically to the Guarantor or its agent at any registered office of the Guarantor or posted to the Guarantor's address set out above or such other address as is notified in writing to AusAID from time to time;
 - (b) a notice or other communication which may be given to or served on AusAID under this Deed shall be deemed to have been duly given or served if it is in writing, signed by or on behalf of the Guarantor and is either delivered by hand, posted or faxed or a copy transmitted electronically to AusAID at the address set out above or such other address as is notified in writing to the Guarantor from time to time;
 - (c) a notice sent by post shall be deemed to have been given at the time when, in due course of transmission, it would have been delivered at the address to which it is sent; and
 - (d) a notice sent by facsimile transmission or transmitted electronically shall be deemed to have been given when the machine on which the notice is sent reports that the notice has been transmitted satisfactorily.

SIGNED, for and on behalf of the)
COMMONWEALTH OF)
AUSTRALIA by:)

In the presence of:

..... Name and Position
Signature of witness **(Print)**

.....
Name of witness (print)

SIGNED, for and on behalf of)
[Guarantor] by:)
)

.....
Director Director/Secretary
Name Name
(Print) **(Print)**