



Australian Government

AusAID

COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY

THE AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT (AusAID)

ABN 62 921 558 838

REQUEST FOR PROPOSAL

FOR

**LOCAL CONTRACTOR PERIOD OFFER IN SAMOA FOR
EXPERTS IN THE DESIGN, MONITORING AND EVALUATION OF
DEVELOPMENT ACTIVITIES AND INITIATIVES**

INTRODUCTION

AusAID is seeking proposals from Contractors to provide services for a Local Contractor Period Offer in Samoa for Experts in the Design, Monitoring and Evaluation of Development Activities and Initiatives (the “**Activity**”). If you choose to lodge a proposal (the “**Tender**”) it must be submitted on the terms of this document, including all sections, attachments and addenda (together referred to as the “**Request for Proposal**” or “**RFP**”).

OVERVIEW OF AUSAID

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

OVERVIEW OF THE ACTIVITY

Australia's assistance in Samoa is primarily in support of the Samoa-Australia Partnership for Development. The Partnership articulates the shared ambition to work together to make more rapid progress, by 2015, towards the Millennium Development Goals and Samoa's development vision of *'improved quality of life for all'* as outlined in their Strategy for the Development of Samoa 2008-2012 (SDS).

The Partnership is focused on the following six priority areas:

- (a) **Private Sector Growth & Employment:** supporting Samoa's analysis and sector planning with an emphasis on agriculture and fisheries sector, promoting regional economic integration and trade liberalisation, improved economic infrastructure and lower cost of doing business.
- (b) **Improved Health:** continuing assistance through Samoa's Health Sector plan with a focus on non-communicable diseases and workforce development in the health sector.
- (c) **Improved Education:** supporting more equitable access to education and higher quality education, focusing on reducing drop-out rates through inclusive education and an emphasis on disability services, teacher retention including working with other partners to address incentives for teachers to continue to build careers in Samoa.
- (d) **Improved Governance:** strengthening the public sector including improving public financial management, public sector capacity development, strengthening statistics and data on development and governance indicators.
- (e) **Law & Justice:** supporting an integrated approach to policing and law and justice sector reform building through the recently completed Law and Justice Sector Plan.
- (f) **Climate Change:** working closely with other donors to support Samoa's National Adaptation Programme of Action.

INTRODUCTION

The Australian development assistance program in Samoa comprises a range of delivery mechanisms including program and project aid, training and technical advisory assistance, contributions to international organisations and direct assistance to the Government of Samoa.

The objective of the Local Contractor Period Offers is to provide AusAID with a range of experts with established credentials in the design, monitoring and evaluation of development activities and initiatives.

STRUCTURE OF THE RFP

The RFP is separated into the following Sections:

- SECTION 1** Tender Particulars
- SECTION 2** Conditions of Participation
- SECTION 3** Selection Criteria
- SECTION 4** Tender Format
- SECTION 5** Tender Conditions
- SECTION 6** Draft Scope of Services
- SECTION 7** Draft Period Offer Deed

AUSAID'S CONTRACTS CHARTER

AusAID has published a Contracts Charter describing AusAID's approach to contracting aid activities, expectations of contractors and what contractors may expect from AusAID.

Tenderers are encouraged to access and inform themselves of the Charter which is available on AusAID's internet site at <http://www.ausaid.gov.au/business/pdf/charter.pdf>

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SECTION 1 – TENDER PARTICULARS

ISSUE DATE	Saturday 12 December 2009
CLOSING TIME (Section 5 Clause 3)	2.00pm local time in Samoa, Friday 26 February 2010
MODE OF SUBMISSION (Section 5 Clause 3)	Either Electronically at richelle.turner@dfat.gov.au before the tender Closing Time ; or In hard copy, by depositing by hand in the Tender Box at the Australian High Commission in Samoa before the tender Closing Time .
TENDER BOX ADDRESS (Section 5 Clause 3)	Australian High Commission Beach Road Apia, Samoa
CONTACT PERSON (Section 5 Clause 2.1)	Richelle Turner Procurement Manager, Suva Email: richelle.turner@dfat.gov.au
TENDER VALIDITY PERIOD (Section 5 Clause 8.1)	180 days
BUSINESS HOURS (Section 5 Clause 3.13)	Monday to Friday, 8.30 am to 4.30 pm. Excluding Australian High Commission public holidays in Samoa
FILE FORMATS FOR ELECTRONIC TENDERS (Section 5 Clause 3.11 to 3.12)	Adobe PDF (Portable Document Format)
NUMBER OF COPIES OF THE TENDER (Section 5)	<u>For electronic tender lodgement:</u> Component 1 (Tenderer's Details and Technical Proposal) for each Work Category: One (1) electronic copy in a separate file. Component 2 (Financial Proposal) for each Work Category: One (1) electronic copy in a separate file. <u>For hard copy tender lodgement:</u> Component 1 (Tenderer's Details and Technical Proposal) for each Work Category:

	<p>One Original for each Work Category.</p> <p>Component 2 (Financial Proposal) for each Work Category:</p> <p>One Original for each Work Category.</p>
<p>PAGE LIMITS (Section 4 Clause 1)</p>	<p>Technical Proposal Format Page Limits:</p> <ul style="list-style-type: none"> - Statement Addressing the Technical Criteria against each Work Category being applied for: up to four (4) A4 pages, including any tables and diagrams. - Curriculum Vitae per individual: up to three (3) A4 pages per CV.

SECTION 2 – CONDITIONS OF PARTICIPATION

1. CONDITIONS OF PARTICIPATION

ELIGIBILITY CRITERIA

- 1.1 For the purpose of this Tender, eligibility to tender has been restricted to require each individual nominated to be:
- (a) an individual residing in Samoa who is either a Samoan citizen or is able to legally work in Samoa; and
 - (b) is an individual specialist working on their own; or
 - (c) an individual working through an agency or consultancy; or
 - (d) an individual who is an employee and is nominated by their employer – this may include firms, Contractors, academic institutions, Government Departments, or non-government Contractors.
- 1.2 AusAID will exclude a Tender from further consideration if, in AusAID’s opinion, the Tenderer does not comply with the following Conditions of Participation:
- (a) the Tenderer is a single legal entity;
 - (b) the Tenderer or any contractor is not listed by the Minister of Foreign Affairs under the Charter of the United Nations Act and/or listed in regulations made under Division 102 of the Commonwealth Criminal Code. Further information about listed persons and entities is available from Department of Foreign Affairs and Trade at: www.dfat.gov.au/icat/UNSC_financial_sanctions.html. The national security website includes the list of listed terrorist Contractors at: www.nationalsecurity.gov.au.
 - (c) the Tenderer or any contractor of the Tenderer at the time of submitting the tender, is not listed or is subject to proceedings which could lead to such a listing by:
 - (i) the World Bank in its “Listing of Ineligible Firms” or “Listings of Firms, Letters of Reprimand” posted at www.worldbank.org (the “World Bank List”); or
 - (ii) any similar list maintained by any other donor of development funding (“Relevant List”).
- 1.3 For the purpose of **Clauses 1.2(b) and 1.2(c)** above, a reference to a Tenderer or a contractor of a Tenderer, includes any company in the same group as the Tenderer or the contractor (including but not limited to, related bodies corporate of the Tenderer or contractor within the meaning of the *Corporations Act 2001* (Cth) and parties with whom the Tenderer or contractor is associated in respect of this Tender.

- 1.4 AusAID may terminate any contract subsequently entered into with a Tenderer, where a Condition of Participation (specified in **Clause 1.1, 1.2 and Clause 1.3** of this **Section 2**) is subsequently breached.

SECTION 3 – SELECTION CRITERIA**1. SELECTION CRITERIA**

1.1 The Selection Criteria detailed in this **Clause 1** apply to this Tender, and the Tenderer's response to them will be evaluated in accordance with **Section 5 Clause 4** (Tender Evaluation).

(a) **COMMUNICATION:** (20 %)

Excellent English skills, both verbal and written and a demonstrated proficiency with computers, including word processing and spreadsheets.

(b) **KNOWLEDGE:** (25%)

Relevant qualifications and demonstrated theoretical and practical knowledge of the **nominated Work Category**¹ and an ability to apply this in a development context.

(c) **SECTORAL EXPERIENCE:** (25%)

Demonstrated experience working in the **nominated Work Category** in developing countries, particularly in Samoa.

(d) **DEVELOPMENT EXPERIENCE:** (30 %)

Substantial functional skills and experience across the range of development program tasks in the **nominated Work Category** such as project assessment; project monitoring and evaluation; programme management; preparation and collation of statistical information; workshop facilitation; training and training needs analysis; assistance with stakeholder consultation; assisting review teams; and conducting research and writing reports.

TOTAL (100%)

¹ Refer to Section 4 Annex 3 for a list of nominated Work Categories.

SECTION 4 – TENDER FORMAT

1. TENDER FORMAT REQUIREMENTS

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

2. TENDER PARTS

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

Table 1: Tender Parts

PART	TITLE	FORMAT
Component 1	Tenderer’s Details and Technical Proposal	With all Parts specified below.
Part A	Cover Page Format	Substantially in the form of Annex 1 to this Section.
Part B	Tenderer Declaration	In the form of Annex 2 to this Section.
Part C	Technical Proposal	In the form of Annex 3 to this Section.
Component 2	Financial Proposal	In the form of Annex 4 to this Section.

Section 4 Annex 1 – Cover Page Format

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

RFP: LOCAL CONTRACTOR PERIOD OFFER IN SAMOA

COVER PAGE

DETAILS	TENDERER'S RESPONSE
<i>Tenderers must provide the following details:</i>	
<p>LEGAL NAME OF TENDERER <i>(This is the legal entity making the Tender. This will also be the name of the contracting party if the Tender is successful and a contract ensues from the process)</i></p>	
<p>CONTACT PERSON <i>(Name, address, email, telephone, facsimile of Tenderer's Contact Person)</i></p>	<p>Name: Address: Email: Phone: Fax:</p>
<p>Evidence of ability to work legally in Samoa: <i>(Relevant information that can prove that the contractor can work in Samoa, eg. passport, visa, registered Business Name (Specify type, place of registration and number))</i></p>	
<p>Nominated Work Categories <i>(List up to three (3) work categories [refer to Section 4 Annex 3] per nominated individual)</i></p>	<p>Name Work Category ID Name Work Category ID Name Work Category ID</p>

Section 4 Annex 2 –Tenderer Declaration

1. TENDERER DECLARATION

1.1 *Instructions*

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

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

TENDERER DECLARATION

I, *[insert name, street address (and if applicable corporation) of person making the declaration]*, do solemnly and sincerely declare that:

1. **DEFINITION**

1.1 In this declaration:

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

“**Work Category**” means those categories listed in Section 4 Annex 3.

“**Services**” means Services to be performed by the Contractor for the *[enter Activity name]*;

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

“**Tenderer**” means *[list name, address or other relevant details (including registration number and place of registration) as appropriate.]*; and

“**Tender Price**” means the total amount excluding Reimbursable Costs 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 **[Where the Tenderer is a Contractor]** I hold the position of [managing director or other title] of the Tenderer and am duly authorised by the Tenderer to make this declaration on behalf of the Tenderer and on behalf of myself.

2.2 **[Where the Tenderer is an Individual]** I make this declaration on behalf of myself.

2.3 I declare as follows:

3. **THE OFFER**

3.1 The Tenderer tenders to provide personnel to perform the Services for the Tender Price set out in the Tender.

3.2 The Tenderer tenders, if the Tender is accepted and a Contract acceptable to AusAID is executed by both parties, to commence the provision of the Services and to perform them in accordance with the Draft Contract.

3.3 The Tenderer confirms compliance with the RFP and Draft Contract, including all Attachments, Annexes and any Addenda to those Sections.

3.4 The Tenderer acknowledges that failure to comply with a Condition for Participation in Section 2 will result in the Tender being rejected and removed from further consideration.

SECTION 4 – TENDER FORMAT

- 3.5 The Tenderer acknowledges that failure to comply with Tender Format Requirements in Section 5 or Tender Conditions in Section 3, to an extent acceptable to AusAID, **may** result in the Tender being rejected and removed from further consideration.
- 3.6 To the best of my knowledge and belief the Tender is as accurate as due diligence and care can make it.
- 3.7 I warrant that the information and certification included in each CV submitted in the Tender is accurate, that the proposed person has been approached and confirmed his/her availability, that the proposed person is not a current AusAID employee, and that AusAID has the authority to make the inquiries referred to according to the CV certification.
- 3.8 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.
- 3.9 I acknowledge and agree to the matters specified in **Section 3** (Tender Conditions) **Clause 9** (AusAID's Rights) and **Clauses 5.2-5.5** (Tenderer's Acknowledgement).
- 3.10 I agree:
- (a) that the Tenderer will be bound by its Tender for the **Tender Validity Period** after the **Closing Time**; and
 - (b) that the Tender may be accepted by AusAID at any time before the expiration of that period or any additional period to which AusAID and the Tenderer may agree.
- 3.11 I acknowledge that the Tender will not be deemed to have been accepted except as specified in the RFP.
- 3.12 I understand that AusAID is not bound to accept the lowest priced or any Tender.
- 3.13 I warrant that in preparing the Tender for the Services the Tenderer did not act in any way which did or could have had the effect of reducing the competitiveness of the tender process for the Services. In particular I warrant that the Tenderer did not engage in:
- (c) any discussion or correspondence with any other tenderer or tenderers concerning the amount of the Tender;
 - (d) any collusive tendering or other anti-competitive practices with any other tenderer or tenderers or any other person; or
 - (e) any conduct or have any arrangement or arrive at any understanding with any of other tenderer or tenderers.
- 3.14 Neither the Tenderer nor any of its employees, agents, nominated personnel 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.
- 3.15 I warrant that the Tenderer has used its best endeavours to ensure that all employees of the Tenderer, or its agents or contractors, proposed as Contractor Personnel for the Contract are of good fame and character.

SECTION 4 – TENDER FORMAT

- 3.16 Neither the Tenderer nor any of its employees, agents, nominated personnel 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.
- 3.17 The Tenderer will not permit any of its employees, agents, nominated personnel or contractors to work with children if they pose an unacceptable risk to children's safety or well being.
- 3.18 Neither the Tenderer nor any of its agents, nominated personnel or contractors, who have been nominated in personnel positions that involve working with children, have been convicted of a criminal offence of, or relating to, child abuse, nor are they subject to any proceeding which may lead to such a conviction.
- 3.19 Neither the Tenderer nor any of its agents or contractors has an unsettled judicial finding against it relating to employee entitlements.
- 3.20 I warrant that the Tenderer, or any subcontractor, employee or nominated personnel of the Tenderer are not:
- (a) listed in a **World Bank List** (the World Bank's "Listing of Ineligible Firms" or Listings of Firms, Letters of Reprimand" posted at www.worldbank.org);
 - (b) listed in any similar list to the World Bank List maintained by any donor of development funding (**Similar List**);
 - (c) listed by the Minister for Foreign Affairs under the *Charter of the United Nations Act 1945* (cth) and are not listed in regulations made under Division 102 of the *Criminal Code Act 1995* (Cth) (**Relevant List**);
 - (d) subject to any proceedings which could lead to listing in a World Bank List or Similar List or Relevant List.
- 3.21 I warrant that the Tenderer and any agent or contractor of the Tenderer is not named as non-compliant with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth).
- 3.22 Neither the Tenderer nor any of its employees, agents, nominated personnel or contractors provided information to any other tenderer, person or contractor, 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.
- 3.23 The Tenderer is genuinely competing for the Contract and its Tender is not a "cover bid".
- 3.24 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.
- 3.25 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 Post Office Box)

Telephone Number: Fax Number:.....

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

[Signature of person making declaration]

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

Before me,

[Signature of witness]

[Full name of witness (Print)]

[Address of witness (not Post Office Box)]

Section 4 Annex 3 – Technical Proposal

1. TECHNICAL PROPOSAL FORMAT

Instructions

- 1.1 Tenderers must provide the information required in this **Clause 1** (Technical Proposal Format) in their Technical Proposal.
- 1.2 Each Work Category for which an individual is being nominated requires submission of a separate technical proposal addressing the Selection Criteria (Section 3) with reference to that specific Work Category.
- 1.3 Each individual can only be nominated against a **maximum** of **three (3)** of the following work categories.
- 1.4 If a tenderer is an organisation then they may put forward up to five (5) individuals as part of their Tender and each of those individuals may be nominated for up to three (3) Work Categories.

Work Category ID	Work Categories
A	Education (incl. inclusive education)
B	Health
C	Law and Justice
D	Private Sector Development
E	Community and Social development
F	Agriculture
G	Tourism
H	Environment (incl. climate change and renewable energy)
I	Public Sector capacity building
J	Civil Society strengthening
K	Media/Public awareness and communication
L	Economic development
M	Infrastructure

Statement Addressing the Technical Criteria

- 1.5 This statement should not exceed the number of pages specified in Section 1 (Tender Particulars) (including any tables and diagrams) and should individually address each Technical Criterion detailed in **Section 3** (Selection Criteria).

1.6 Curriculum Vitae (CV)

The CV for each nominated individual must include the following information:

- (a) name and personal contact details (this can be an email address or phone number), if not listed on the cover page;
- (b) nationality and if relevant, permanent resident status;

- (c) professional development and qualifications, including institutions and date of award;
- (d) relevant work history, including dates of work (start & finish);
- (e) contact details of two Nominated Referees in accordance with **Clauses 1.9 and 1.10 below**; and
- (f) details of any current or future commitments to AusAID or non-AusAID activities for the period of the Activity.

1.7 Each CV must be no longer than the number of pages specified in **Section 1** (Tender Particulars) and must be signed and dated by the proposed personnel and 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 Activity 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”.

1.8 While an original signature on CVs is preferred, copies are allowed.

Nominated Referees

1.9 Tenderer must nominate two (2) referees per nominated individual. 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 included in the Tender as proposed team members or contractors; and
- (b) are not AusAID employees; and
- (c) are not an employee of, or the holder of a current executive office (or similar position) within the Contractor of, or do not have a business in association with, the Tenderer or a subsidiary Contractor of the Tenderer;

1.10 Tenderers must further ensure that nominated referees:

- (a) are available to be contacted in the three (3) week period after the **Closing Time**; and
- (b) are able to provide comments in English.

- 1.11 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.

Section 4 Annex 4 – Financial Proposal**1. FINANCIAL PROPOSAL FORMAT****Instructions**

1.1 Tenderers must provide the information required in this **Clause 1** (Financial Proposal Format) in their Financial Proposal. No additional information is to be provided.

Cost Tables

1.2 The Cost Table below **must** be prepared on the following basis :

- (a) The Daily Fee rate is:
 - (i) payable in accordance with the Draft Contract, including Schedule 2 (Basis of Payment);
 - (ii) based on an eight hour working day. Any additional work undertaken within a 24 hour period cannot be claimed. Where less than eight (8) hours work is undertaken in a day the daily fee rate will be reduced on a pro rata basis based on an eight (8) hour day;
 - (iii) inclusive of any superannuation liabilities (where applicable), all administrative support costs such as report and documents preparation and printing, transcription, communication 15% VAGST and any necessary computer costs;
 - (iv) expressed in Australian dollars (AUD); and
 - (v) *exclusive of* accommodation costs, communication costs, travel costs which will be paid as a reimbursable and therefore should not be included in the Daily Fee Rates.
- (b) For international travel the Daily Fee Rate shall apply from the scheduled departure time of overseas travel via international transport, or as otherwise agreed by AusAID. For non-travelling periods, only actual weeks, days or hours worked (calculated using the pay rate specified in the relevant Services Order) will be payable.
- (c) The Average Daily Fee Rate is the average of the Total Daily Fee Rates for all four (4) Financial Years.

SECTION 4 – TENDER FORMAT

Name/s of Nominated Personnel	Work Category ID	Calendar Year 2010 Daily Fee Rate (AUD)	Calendar Year 2011 Daily Fee Rate (AUD)	Calendar Year 2012 Daily Fee Rate (AUD)	Calendar Year 2013 Daily Fee Rate (AUD)	Average Daily Fee Rate (AUD)
<i>[insert/delete additional rows as required]</i>						

SECTION 5 –TENDER CONDITIONS**1. APPLICABLE LAW**

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

2. TENDER ENQUIRIES**Tenderer Enquiries**

- 2.1 All enquiries must only be directed to the **Contact Person** specified in **Section 1** (Tender Particulars) in writing including by means of facsimile transmission or email not later than 7 days prior to the **Closing Time** as specified in **Section 1** (Tender Particulars).
- 2.2 AusAID will only respond to Tenderer enquiries made in accordance with this **Clause 2.1** which, in AusAID's opinion, are reasonable. AusAID will respond to enquiries by publishing its response as an Addendum on the AusAID website in accordance with **Clause 2.3** below, no later than three (3) days prior to the **Closing Time**.

Addenda

- 2.3 AusAID may amend the RFP at any time by issuing an Addendum. All conditions of this RFP will apply to Addenda unless they are modified in the Addenda. Addenda notices will not be sent to tenderers. They will be released on the AusAID website and it is the responsibility of the tenderer to continually check this website (www.ausaid.gov.au).

3. LODGEMENT**Lodgement Requirements**

- 3.1 Tenders must be lodged either:
- (a) Electronically, via richelle.turner@dfat.gov.au before the **Closing Time**; or
 - (b) Physically, deposited by hand in the **Tender Box** at the Australian High Commission in Samoa before the **Closing Time**.
- 3.2 AusAID's preference is for electronic lodgement of Tenders. However, if electronic lodgement is not possible, you may lodge a hard copy of your Tender instead.
- 3.3 For both electronic and hard copy Tender lodgement, you must submit the following documents as part of your Tender:
- (a) Component 1 (refer to Section 4) which includes Tenderer's Details and Technical Proposal; and
 - (b) Component 2 (refer to Section 4) which includes the Financial Proposal.
- 3.4 All documentation submitted as part of the Tender must be in English.

SECTION 5 – TENDER CONDITIONS

- 3.5 For the purpose of this RFP, Tenderers may either be an “**Individual**” nominating him/herself, or a “**Organisation**” such as an incorporated entity, partnership, government agency, or institution nominating up to a maximum of five (5) people in respect of this Period Offer
- 3.6 Tenderers are required to include all information specified in this RFP in their Tender. Tenderers accept that their failure to provide all information required, in the format specified may result in their Tender being considered as a non-conforming Tender and liable to rejection.
- 3.7 The Tenderer must submit the number of copies specified in the Tender Particulars (**Section 1** of this RFP). Different numbers of copies may be required for hard copy lodgement and for electronic lodgement.
- 3.8 Tenders submitted by facsimile will not be considered.
- 3.9 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 (**Section 4, Annex 2**).
- 3.10 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

- 3.11 Electronic Tenders not submitted in accordance with **Clause 3.1(a)** will be excluded from evaluation.
- 3.12 It is the responsibility of Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards to submit a tender electronically. Neither AusAID nor the Commonwealth takes any responsibility for any problems arising from Tenderers’ infrastructure and/or Internet connectivity.

Conditions Applying to Hard Copy Tender Lodgement

- 3.13 For hard copy lodgement, the Tenderer is responsible for the delivery of their Tender. The Tender must be placed in the **Tender Box** at the Australian High Commission in Samoa. The Tender must be delivered during **Business Hours** by the **Closing Time**. Failure to submit a Tender in accordance with this clause may render the Tender liable to rejection.
- 3.14 The Tender should be endorsed with the name of the Activity and marked: “Tender Box: Attention **Richelle Turner**.” The Tenderer’s postal address and fax number should be provided on the outside of the Tender.

Late Tenders

- 3.15 Conditions Applying to Tenders Lodged Electronically
- (a) A Tender lodged electronically after the **Closing Time** is a **Late Tender**.
- (b) For tenders submitted electronically, the time displayed on the email 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**.

- (c) The judgement of AusAID as to the time a Tender has been lodged electronically will be final.

3.16 Conditions Applying to Tenders Lodged in Hard Copy

- (a) A hard copy Tender lodged after the **Closing Time** is a late Tender.
- (b) AusAID may, at its absolute discretion, assess or reject a late Tender.
- (c) AusAID will not enter into correspondence about a decision to assess or reject a late Tender.

4. TENDER EVALUATION

- 4.1 AusAID's tender evaluation process is conducted in accordance with the Commonwealth Procurement Guidelines to achieve a value for money outcome.

Evaluation Assistance

- 4.2 AusAID reserves the right to engage expertise to assist with the evaluation process, including legal, probity, security, technical and financial experts.

Clarification of Tenders

- 4.3 The evaluation process may, at the sole discretion of AusAID, involve the following for some or all of the tenderers (shortlisted or otherwise):
 - (a) written or oral clarification from the Tenderer in relation to any information contained in its Tender;
 - (b) performance information in accordance with **Clauses 4.13 to 4.19** (Performance Information) below.
 - (c) security, probity and/or financial viability and capacity assessments in accordance with **Clauses 4.23 to 4.25** (Security, Probity and/or Financial Viability and Capability Assessments) below.
- 4.4 Failure to supply any clarification to the satisfaction of AusAID may affect the assessment of the Tender.

Conforming Tenders

- 4.5 Following the **Closing Time**, an initial screening of each Tender will be conducted to determine the Tender's compliance with:
 - (a) Conditions for Participation in **Section 2** (Conditions for Participation);
 - (b) Tender Format Requirements in **Section 4** (Tender Format); and
 - (c) Tender Conditions in **Section 5** (Tender Conditions).
- 4.6 If, in AusAID's opinion, a Tenderer fails to meet a Condition for Participation, this **will** result in a Tender being rejected and removed from any further consideration.

- 4.7 Failure to meet a Format Requirement or a Tender Condition, to an extent acceptable to AusAID, **may** result in a Tender being rejected and removed from any further consideration.
- 4.8 If a Tender is initially assessed as conforming, but subsequently found not to meet a Condition for Participation, it will result in the Tender being rejected and removed from any further consideration.

Technical Assessment of Conforming Tenders

- 4.9 A Tender Assessment Panel (the “Panel”) will undertake the technical assessment of Conforming Tenders. The Panel will consist of one or more AusAID employees and/or external members appointed at AusAID’s sole discretion. It is AusAID policy not to reveal the names of the Panel members.
- 4.10 The Panel will conduct the technical assessment against the Selection Criteria to determine an initial Technical Score based on the published weightings. The Panel may adjust the initial Technical Scores as a consequence of any past performance information in accordance with **Clauses 4.13 – 4.17** (Performance Information).
- 4.11 The Panel will recommend the Tenders which are to be assessed as Technically Capable or Technically Not Capable of undertaking the Services. Tenders which are assessed as Technically Not Capable of undertaking the Services will be removed from any further consideration.
- 4.12 AusAID may shortlist Conforming Tenders at any stage during the evaluation process.

Performance Information

- 4.13 AusAID reserves the right to take into account in the assessment of a Tender the past performance, in previous AusAID and non-AusAID activities, or activities of:
- (a) any Tenderer; and
 - (b) any member of the proposed personnel,
- in its capacity as:
- (a) contractor, consultant or sub-contractor;
 - (b) an associate or employee of a contractor, consultant or sub-contractor; or
 - (c) a joint venture partner.
- 4.14 AusAID may:
- (a) include in the assessment any contractor performance information contained in any internal AusAID contractor performance reporting systems in relation to performance of the Tenderer or proposed management, administrative and Activity personnel on previous AusAID activities, providing the contractor has seen the report and has had reasonable opportunity to comment; and

- (b) take into account relevant performance information provided by external referees in relation to a Tenderer or proposed personnel member obtained by AusAID as a result of inquiries made within the previous 12 months.
- 4.15 AusAID reserves the right to use any relevant information obtained in relation to a Tenderer or proposed personnel member obtained either during the Tender period or within the previous 12 month period by providing it to the Tender Evaluation Panel (the Panel) or to any other relevant person for the purposes of Tender assessment, and such information may be taken into account in the course of assessment of the Tender by the Panel and AusAID. Where information has been received in accordance with **Clause 4.17(a)** above, this may also be introduced into the tender evaluation process.
- 4.16 AusAID may, at any time, make independent inquiries of:
- (a) any person or entity which it reasonably believes to have actual knowledge of the performance of the Tenderer or proposed personnel member/s on a previous project or activity, whether or not that person or entity is nominated in the Tender as a referee for the Tenderer or proposed personnel member; and
 - (b) any Commonwealth Government department, agency or other government entity in Australia whether Commonwealth or State, or any other country, including law enforcement agencies in relation to a person who is proposed for inclusion in a Tender or a Tenderer.
- 4.17 AusAID may request a Tenderer to provide additional or clarifying information in relation to information obtained during the assessment process following the **Closing Time** for the purpose of assessment of the Tender.
- 4.18 Information obtained as a result of inquiries made by AusAID in relation to performance on previous activities will be sought on a confidential basis and AusAID shall not be obliged to disclose the content or source of prior performance information about a Tenderer or individual to any person.
- 4.19 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 **Clauses 4.13 – 4.19** (Performance Information) in the Tender assessment process.

Financial Assessment

- 4.20 Following consideration of the technical merit of Tenders by the Panel, a financial assessment will be undertaken by AusAID of the information contained in the Financial Proposals of Tenders assessed by the Panel as Technically Capable.
- 4.21 The TAP will consider proposed daily fee rates of those tenders that are ranked technically suitable to determine an appropriate market range for specialists, representing a like-for-like assessment.
- 4.22 Those technically suitable candidates whose rates are below the range will be adjusted to the minimum. Those above the maximum will be advised of the acceptable daily fee rate range and invited to resubmit.

Security, Probity and/or Financial Viability and Capability Assessments

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

Negotiations

- 4.26 Following the initial evaluation of Tenders, AusAID may select, as preferred Tenderer(s), the Tenderer(s) who best meet the requirements of the RFT on the basis of the tender assessment process.
- 4.27 During the negotiation phase of this RFP process, AusAID may engage in detailed discussions and negotiations with the goal of maximising the benefits of the Activity, as measured using the Selection Criteria specified in Section 4. As part of this process, those tenderers participating in this stage may be asked to improve any or all aspects of Tenders. The end of this phase will be the selection of preferred Tenderer(s) after all material issues have been resolved.
- 4.28 AusAID's recommendation to select preferred Tender(s) must be approved by AusAID's delegate. AusAID's delegate may accept, reject or amend a recommendation and may direct that other action be taken in accordance with this RFP.
- 4.29 Acceptance of the preferred Tender(s) will be subject to the execution of a Period Offer Deed, substantially in the form of the enclosed Draft Period Offer Deed in Section 7 of the RFP, between AusAID and the Preferred Tenderer.

Debriefing of Tenderers

- 4.30 AusAID will provide Tenderers with a generic debriefing on the technical assessment of Tenders within 30 days of Tenderers receiving notification of the results of that assessment. AusAID will not provide any other form of debrief.
- 4.31 The generic debrief will be available on the AusAID website: www.ausaid.gov.au/business/debrief.cfm. Tenderers may wish to review generic debriefings for previous Period Offer selections prior to preparing tenders.

5. TENDERER'S RISKS AND COSTS**No Contract or Undertaking**

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

Tenderer's Acknowledgement

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

Costs of Tendering

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

6. PROBITY OF TENDERS**Tendering Conduct**

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

- 6.2 If a Tenderer is found to have made false or misleading claims or statements, or receives improper assistance or improperly obtains confidential information, AusAID reserves the right to reject at any time, any Tender lodged by or on behalf of that Tenderer.

7. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Ownership of Tenders and RFP

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

Tenderer's Confidentiality Undertaking

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

Authorised Disclosure

- 7.6 By submitting a Tender, the Tenderer acknowledges and agrees to AusAID disclosing any information, including confidential information, provided by the Tenderer if the information:
- (a) is required by legislation or by law to be disclosed; or
 - (b) the disclosure has been consented to by the Tenderer; or
 - (c) is disclosed by the Commonwealth to its advisers or employees to exercise its rights or perform its obligations under this RFP or the Draft Contract; or
 - (d) is disclosed to meet AusAID's reporting or accountability requirements, including:
 - (i) under the *Financial Management and Accountability Act 1997* (Cth);
 - (ii) to the Australian National Audit Office or any other auditor nominated by AusAID;
 - (iii) in accordance with Commonwealth provisions that require the publishing of:
 - (A) all awarded contracts, agreements and standing offers with an estimated value of \$10,000 or more on AusTender; and

SECTION 5 – TENDER CONDITIONS

- (B) all contracts valued over \$100,000 or more on AusAID’s website in accordance with the Senate Order on Departmental and Agency Contracts.

The details include the name and details of the contractor, the amount of consideration, the subject matter, the commencement date, and the duration of the contract. The Senate Order also requires AusAID to disclose whether each contract contains any provisions requiring the parties to maintain confidentiality of any of the contractual provisions, or whether there are any other requirements of confidentiality, and a statement of the reasons for the confidentiality.

- (iv) to the responsible Minister;
 - (v) in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (vi) in accordance with the requirements for AusAID’s Annual Reports;
 - (vii) to the Commonwealth Ombudsman;
 - (viii) in accordance with the *Freedom of Information Act 1982* (Cth) (if any); and
 - (ix) to the Equal Opportunity for Women in the Workplace Agency in accordance with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth); or
- (e) is in the public domain otherwise than due to a breach of **Clause 7.6 above** (Authorised Disclosure).

Return of Information

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

8. TENDER REQUIREMENTS

Tender Validity Period

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

AusAID Personnel

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

Insurances

8.3 The financial proposal must be inclusive of all necessary insurances required by the Contract Conditions and for the performance of the Services. Notwithstanding the requirements of the Contract, AusAID strongly recommends that all tenderers seek advice on, and consider arranging, professional indemnity insurance as a matter of prudent commercial practice. Where such insurance is arranged, AusAID recommends that it be maintained for the duration, plus a further 3 years, of the full Term of the Contract or earlier termination.

9. AUSAID'S RIGHTS

9.1 As a Commonwealth Government agency, all AusAID procurement is subject to the Commonwealth Procurement Guidelines. The core principle of Commonwealth procurement is to achieve value for money. AusAID is also bound to conduct its procurement in an ethical, accountable, transparent, efficient and effective manner.

9.2 AusAID reserves the right to:

- (a) seek Tenders from any Contractor;
- (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 Contractor that has not been invited to submit a Tender;
- (f) terminate negotiations with the preferred Tenderer and commence negotiations with any other Tenderer;
- (g) evaluate Tenders as AusAID sees appropriate; and
- (h) negotiate with any one or more tenderers.

SECTION 6 – DRAFT SCOPE OF SERVICES**1. INTRODUCTION**Overview of AusAID

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

Local Contractor Period Offer in Samoa

1.2 Australia's assistance in Samoa is primarily in support of the Samoa-Australia Partnership for Development. The Partnership articulates the shared ambition to work together to make more rapid progress by 2015 towards the Millennium Development Goals and Samoa's development vision of 'improved quality of life for all' as outlined in their Strategy for the Development of Samoa 2008-2012 (SDS).

1.3 The Partnership is focused on the following six priority areas:

- (a) Private Sector Growth & Employment: supporting Samoa's analysis and sector planning with an emphasis on the agriculture and fisheries sector, promoting regional economic integration and trade liberalisation, improved economic infrastructure and lower cost of doing business.
- (b) Improved Health: continuing assistance through Samoa's Health Sector plan with a focus on non-communicable diseases and workforce development in the health sector.
- (c) Improved Education: supporting more equitable access to education and higher quality education, focusing on reducing drop-out rates through inclusive education and a emphasis on disability services, teacher retention including working with other partners to address incentives for teachers to continue to build careers in Samoa.
- (d) Improved Governance: strengthening the public sector including improving public financial management, public sector capacity development, strengthening statistics and data on development and governance indicators.
- (e) Law & Justice: supporting an integrated approach to policing and law and justice sector reform building through the recently completed Law and Justice Sector Plan.
- (f) Climate Change: working closely with other donors to support Samoa's National Adaptation Programme of Action.

1.4 The Australian development assistance program in Samoa comprises a range of delivery mechanisms including program and project aid, training and technical advisory assistance, contributions to international organisations and direct assistance to the Government of Samoa.

- 1.5 The establishment of the Local Contractor Period Offer is to provide AusAID with a range of experts with established credentials in the design, monitoring and evaluation of development activities and initiatives.

2. OBJECTIVE

- 2.1 The objective of the Period Offers is to contribute to the policy objectives of AusAID programs in Samoa through the provisions of short-term consultancy services

3. SERVICES REQUIRED

- 3.1 AusAID requires the services of individuals, firms or organisations to provide expertise for short term assignments.

- 3.2 The Contractor(s) under this Period Offer Deed will be required to provide specialist advice including, but not limited to, the following assignments in **accordance with the terms and conditions of this Contract:**

- (a.) provision of background data and research;
- (b.) preparation of research papers and/or literature reviews;
- (c.) design and delivery of training based on adult learning techniques;
- (d.) assistance to Review teams;
- (e.) preparation, production, distribution and collation of statistical surveys, both qualitative and quantitative;
- (f.) workshop facilitation;
- (g.) assistance with stakeholder consultation;
- (h.) preparation of and/or technical advice on Terms of Reference and Scopes of Service or other program, project or activity documentation;
- (i.) technical assessment of project proposals; and
- (j.) participation on monitoring and review teams.

- 3.3 The Period Offer Deed may not be used for the delivery of major, long-term training services or for project implementation.

4. REQUIREMENTS

- 4.1 Contractors will be required to provide the nominated personnel to provide services as required by AusAID. AusAID may remove from the Period Offer personnel who are consistently unavailable when required and/or Contractors who are unable to provide personnel when required.

- 4.2 On occasion, Contractor personnel may be required to work as part of a team comprising personnel obtained under Period other contractual arrangements.

SECTION 6 – DRAFT SCOPE OF SERVICES

4.3 For interstate and overseas assignments, the Contractor is responsible for making all travel and accommodation arrangements to meet AusAID's requirements for the activity.

5. ENGAGEMENT

5.1 The scope and duration of services for particular assignments will be agreed between AusAID and the Contractor through a Services Order at the time of each assignment.

5.2 AusAID gives no guarantee of any minimum amount of work that may be **offered to the Contractor under this Period Offer.**

6. REPORTS

6.1 Reports or other documentation required shall be specified in the Services Order pursuant to the Period Offer Deed.

7. CONTRACTOR PERFORMANCE

7.1 Satisfactory performance (and particularly timeliness and quality) of services as set out in the Services Order may be taken into account in awarding further work under this Period Offer Deed and in selections for future AusAID work.

8. SERVICE LEVELS

8.1 The Contractor must, within the Fees, and in accordance with the terms and conditions of the Period Offer Deed, meet the following Service Levels for Services performed under all Service Orders that come into effect under the Deed:

- (a.) ensure the availability of all persons nominated as Specified Personnel in Deed Schedule 6 of the Period Offer Deed to perform Services at the request and discretion of AusAID;
- (b.) monitor the performance of all persons nominated as Specified Personnel and ensure they meet performance standards prescribed in the Deed and performance standards specified in Services Orders to the highest standards;
- (c.) ensure the timely achievement of all Milestones required by Services Orders to the highest standards of quality;
- (d.) monitor the production of written reports by all persons nominated as Specified Personnel as required under Services Orders, ensuring all reports:
 - (i) meet the highest standards of quality, including report content, format, spelling and grammar;
 - (ii) include all information required by Services Orders;
 - (iii) are prepared in accordance with directions provided by AusAID;
 - (iv) are compatible with AusAID's information systems;
 - (v) are prepared in accordance with the requirements of the Period Offer Deed; and

SECTION 6 – DRAFT SCOPE OF SERVICES

(vi) are delivered in a timely manner and in accordance with timetables specified in Services Orders;

(e.) ensure the co-operation of all persons nominated as Specified Personnel with Personnel from other Contractors appointed by AusAID to undertake activities, including as a member of a team; and

(f.) use best endeavours to ensure that persons nominated as Specified Personnel meet the requirements of the Deed.

8.2 The Contractor must ensure that any Services under any Services Order issued under the Deed are performed in accordance with the requirements of the Period Offer Deed.

9. SECURITY

9.1 Contractors should be aware that in some overseas locations security issues may need particular attention. It is the Contractor's responsibility to ensure their own personal security and/or security of their personnel and the security of any equipment.

SECTION 7 – DRAFT CONTRACT

Note: The Draft Contract is a separate electronic document.