

July 2021

## Invitation to Tender (ITT) – Program Advisory Unit

<b>Project:</b>	Australia-Indonesia Partnership for Promoting Rural Incomes through Support for Markets in Agriculture ( <b>PRISMA</b> )
<b>Tender for:</b>	PRISMA is seeking to establish a pool of qualified professional consultants to support PRISMA's work in a range of thematic areas
<b>Activity Number</b>	ITT-434 Program Advisory Unit
<b>The Company:</b>	PT Palladium International Indonesia
<b>Closing Date and Time:</b>	12 August 2021, 17:30 WIB
<b>Contact Person:</b>	Procurement Officer (Didi Suriadi / Perdhani Shindu W)
<b>Details for submission:</b>	Applicant are to submit their Tender by email submission only to this email address: <a href="mailto:recruitment@aip-prisma.or.id">recruitment@aip-prisma.or.id</a> ; cc to <a href="mailto:didi.suriadi@aip-prisma.or.id">didi.suriadi@aip-prisma.or.id</a> and <a href="mailto:perdhani.shindu@aip-prisma.or.id">perdhani.shindu@aip-prisma.or.id</a>
<b>Tender Validity Period:</b>	180 days from the Tender submitted
<b>Number of Hard Copies of Tender:</b>	N/A
<b>Delivery Address:</b>	See Details for submission.
<b>Jurisdiction</b>	Republic of Indonesia (Indonesia)

Thank you for your interest in the above procurement. As the managing contractor for the Project, the Company invites you to tender for this activity. This pack includes:

- 🕒 Part 1: Terms of Reference (TOR)
- 🕒 Part 2: Conditions of tender
- 🕒 Part 3 and 4: Technical and financial selection criteria
- 🕒 Part 5: Client Terms and Conditions
- 🕒 Part 6: Standard contract template which the successful tenderer is required to sign once the agreed commercial terms have been included.
- 🕒 Part 7: Declaration by Applicant

Please forward your Tender in accordance with the Details for Submission above by the Closing Date and Time. I look forward to your response. If you have any queries, please do not hesitate to contact me on +6281131184035 or by e-mail as above mentioned.

Yours faithfully,

Didi Suriadi

Procurement Officer

## Part 1 – Terms of reference

### 1. Background

- 1.1. The Australia-Indonesia Partnership for Promoting Rural Incomes through Support for Markets in Agriculture (PRISMA) is a multi- year development program working to accelerate poverty reduction through inclusive economic growth. PRISMA adopts a market systems development approach by partnering with key stakeholders to improve agriculture market efficiency aimed at sustainably benefitting the poor. PRISMA operates in six provinces: Central Java, East Java, West Nusa Tenggara (NTB), East Nusa Tenggara (NTT), West Papua, and Papua.
- 1.2. Market systems development works on changing the behaviour of market actors, including the private and public sector, and farmers. PRISMA does this by facilitating commercial innovation in a range of commodity sectors to grow inclusive and resilient markets in the geographic target areas. PRISMA does this by:
  - Supporting businesses to continuously offer products and services on a commercial basis to a large number of rural women and men farmers
  - Improving the resilience of the agriculture market to shocks that can lead to food insecurity
  - Supporting the business enabling environment by influencing policy makers at a sub-national, and if possible, national level.

### 2. Objectives of the assignment

- 2.1. In order to support the work that PRISMA undertakes at the provincial and national level, PRISMA is seeking to establish a pool of qualified professional consultants to support PRISMA's work in a range of thematic areas. PRISMA has identified the need for some focussed and strategic input to assist the implementation and management team achieve the program outcomes. Services being sought include:
  - Market Systems Development Specialists
  - Market Systems Development Measurement Specialists
  - Political Economy Analysis Advisors
  - Political Engagement Specialists
  - Agricultural Policy Brief Specialists
  - Nutrition MSD Consultants

The Tenderer may visit the website [www.aip-prisma.or.id](http://www.aip-prisma.or.id) for more information regarding the program and the key sectors.
- 2.2. How the Panel works

Selected consultants (or Subcontractor, in the case of a business entity nominating their consultants) will be offered a 'call-down' consultancy/subcontract agreement. This means that when PRISMA has work in an area identified in one of the key thematic areas under this Invitation to Tender, PRISMA will approach the pre-selected consultants in the pool and offer a Work Order for the specified work. Getting a call-down agreement is not a guarantee of work, but it means that consultants that are successful in this tender will be pre-selected and can be approached at any time by the Company to undertake the work. Being offered a Work Order under a call-down agreement is not an obligation, and if a consultant is unable to do the work, the Work Order will be offered to someone else in the pool. The offer of the work to those in the consultant pool will be depended on competitive advantage and value for money
- 2.3. Advisor Remuneration Framework (ARF)

PRISMA is subject to the [Advisor Remuneration Framework](#) established by the Australian Government for short term advisers. The corresponding ARF classification is noted in the descriptions below.

### 3. Scope of the Assignment

#### 3.1. The Services

PRISMA is seeking consultants in the following areas:

#### 3.2. Market Systems Development Specialist (ARF D4)

##### 3.2.1. Description:

The Market Systems Development Specialist will be responsible for providing short term, technical support to the PRISMA program. The MSD Specialist will advise PRISMA's Management Team on program strategy and be used to bolster technical delivery, when necessary. Panel members may be asked to support the development of PRISMA staff in key areas of MSD. Areas of consultancy may include:

- Providing PRISMA with strategic and technical advice in market systems development, focusing on the agriculture sector.
- Supporting the review or refining of existing frameworks for assessing portfolio quality.
- Providing technical support in developing a coherent portfolio that promotes systemic change.
- Providing support for assessing opportunities for Policy Engagement within an MSD context.
- Supporting the program in the design and review of complex intervention models, including public-private partnerships.
- Supporting the development of PRISMA's ongoing capacity building strategy and initiatives.
- Contributing content to and supporting the delivery of PRISMA's learnings to the broader development and donor community.

##### 3.2.2. Selection Criteria:

- Advanced degree in international development, anthropology/ sociology, economic, (agri)business, or related fields.
- Extensive professional experience (for example >15 years) in practical implementation of a market systems development approach.
- Experienced in technical leadership and troubleshooting in all aspects of MSD, including market assessments, strategy design, systemic change and results measurement and learning.
- Experienced in integrating cross-cutting themes including gender, youth, disability, and nutrition.
- Demonstrated track record in capacity development approaches, including building the management capacity of senior level technical experts.
- Excellent communication skills including spoken and written English.

#### 3.3. MSD Results Measurement Specialist (ARF C4)

##### 3.3.1. Description:

The MSD Results Measurement (RM) Specialist will be responsible for providing short term, technical support to the PRISMA program in Results Measurement and Learning (RML). The RM Specialist will be expected to work closely with the PRISMA RML team to support RML

processes in line with DCED standards, and provide guidance to measuring, capturing, and reporting systemic change. Panel members may be asked to support the development of PRISMA staff. Areas of consultancy may include:

- Supporting the RML team in improve PRISMA's results measurement system in line with DCED standard and DFAT reporting requirements
- Support improving the RML process and ensuring the systems are used for adaptive management and decision making
- Providing guidance in developing qualitative indicators and data collection processes to be integrated into impact assessments and separate studies to better capture qualitative insights from PRISMA's interventions for learning and reporting purposes
- Supporting in the design and analysis of strategic systemic change studies
- Supporting in measurement strategies of cross-cutting sectors (ICT, Finance etc), interventions measurement and attribution strategies
- Leading and facilitating trainings to PRISMA staff as required (keeping in mind possible on-going remote learning conditions)

#### 3.3.2. Selection Criteria:

- Supporting the RML team in improve PRISMA's results measurement system in line with DCED standard and DFAT reporting requirements
- Support improving the RML process and ensuring the systems are used for adaptive management and decision making
- Providing guidance in developing qualitative indicators and data collection processes to be integrated into impact assessments and separate studies to better capture qualitative insights from PRISMA's interventions for learning and reporting purposes
- Supporting in the design and analysis of strategic systemic change studies
- Supporting in measurement strategies of cross-cutting sectors (ICT, Finance etc), interventions measurement and attribution strategies
- Leading and facilitating trainings to PRISMA staff as required (keeping in mind possible on-going remote learning conditions)

### 3.4. Political Economy Analysis Advisors (ARF C/D4 dependent on level of specialisation)

#### 3.4.1. Description:

The PEA Advisors will be responsible for providing short term inputs to the PRISMA program on policy engagement. The PEA Advisors will be tasked to understand the political contexts critical to DFAT and GOI, the associated structures, institutions, and actors to better identify opportunities for PRISMA to support Policy Engagement. The PEA Advisors will be expected to undertake Political Economy Analysis at macro, sector, and issue-specific levels to identify entry points or opportunities for engagement, as well as addressing constraints and existing barriers. This will also include stakeholder analysis to identify relevant influencers and decision makers in Indonesia. Undertake a political economy analysis and identify constraints and opportunities relevant for PRISMA. Areas of consultancy may include:

- Conducting stakeholder analysis and advice on potential opportunities for engagement relevant to Agriculture
- Analysing PRISMA's current sectors, experiences, and work at the provincial level to suggest opportunities for relevant policy engagement at national level.

- Supporting the PRISMA team to identify and develop relevant connections with stakeholders for more strategic influence
- Facilitating a network between PRISMA and related national, local government and other stakeholders as relevant.

#### 3.4.2. Selection Criteria:

- A master's degree in political science, economic development, or related field
- Extensive relevant professional experience (for example at least ten years) in carrying out political economy analyses with relevant experience in Agriculture
- Demonstrated record of PEA reports with conclusions and recommendations for development projects (Indonesian experience an advantage)
- Demonstrated experience working with a range of government officials, donors, local NGOs, and academia
- Fluency in English and Bahasa Indonesia (spoken, written, and reading).

### 3.5. Policy Engagement Specialists (ARF C/D4 dependent on level of specialisation)

\*Identified Indonesian national position, if possible\*

#### 3.5.1. Description:

The Policy Engagement Specialist will be responsible for providing short term inputs to the PRISMA program on policy relationship building. The Policy Engagement Specialists will support identification and development of relationships and networks with key government level officials and other stakeholders in Indonesia (including Government of Indonesia officials, Ministry of Agriculture, leading agricultural associations, and networks). The PES will work closely with the PRISMA team to facilitate introductions, relationship buildings and support PRISMA to tap into the wider GOI networks, especially in Jakarta. Areas of consultancy may include:

- Conducting stakeholder mapping analysis and/or use PRISMA's stakeholder analysis to identify relevant individuals and organisations to engage with
- Developing introductions and facilitating meetings and relationships with relevant Government officials and PRISMA team
- Providing suggestions and advice to the PRISMA team on who the key influencers in Indonesia are and how PRISMA can engage with them for Policy Engagement

#### 3.5.2. Selection Criteria:

- A master's degree in political science, economic development, or related field
- Extensive relevant professional experience (for example at least ten years) in Policy related work
- Strong understanding of Government of Indonesia structure, network, processes
- Strong experience of Indonesia's Agriculture sector and relevant GOI departments/personnel engaged in the sector
- Proven experience working with a range of government officials, donors, local NGOs, and academia
- Fluency in English and Bahasa Indonesia (spoken, written, and reading).

### 3.6. Agriculture Policy Brief Specialist (ARF C4)

#### 3.6.1. Description:

The Policy Brief Specialist will be responsible for providing short term inputs to the PRISMA program on developing policy briefs. The Policy Brief Specialist will support the PRISMA team to identify relevant sectors, thematic issues and learnings that can be formulated into Policy Briefs for relevant Government of Indonesia stakeholders. This would include using PRISMA's stakeholder analysis to inform relevant material that can be consolidated from PRISMA's experience of working in the Agriculture sector, to develop specific Policy Briefs. Areas of consultancy may include:

- Reviewing PRISMA's stakeholder analysis and Policy Engagement Strategy and analyse audience needs for writing a policy brief
- Developing policy briefs targeted at relevant audiences
- Support in synthesising PRISMA's learnings, experiences and collected data to inform content for policy briefs
- Identifying information gaps and develop a process to complete collection of data to finalise policy briefs
- Providing a plan for sharing policy briefs and recommend follow-up action for PRISMA

#### 3.6.2. Selection Criteria:

- A master's degree in political science, economic development, or related field
- Extensive relevant professional experience (for example at least ten years) in Policy Engagement and writing Policy Briefs
- Demonstrated ability to research and write at a high level
- Expert knowledge of Indonesian government structures and processes
- Familiarity with the Agriculture sector
- Fluency in English and Bahasa Indonesia (spoken, written, and reading).
- Demonstrated ability to produce high quality outputs in a timely manner while understanding and anticipating the evolving client needs

### 3.7. Nutrition MSD Consultants (B4)

#### 3.7.1. Description:

The Nutrition Market Systems Development Consultant will be responsible for providing short term, technical support to the PRISMA program on integrating Nutrition within the program's scope of work. The Nutrition MSD Consultant will advise PRISMA's team on feasible opportunities with the private sector to integrate nutrition for improved nutrition outcomes. The consultant will provide support to design of intervention plan, measurement, and communication strategy for Nutrition. Areas of consultancy may include:

- Review and update (if needed) PRISMA's constraints and opportunity analysis for Nutrition outcomes in Indonesia's six provinces (Central Java, East Java, NTB, NTT, Papua, and West Papua)
- Providing support to PRISMA's approach and strategy on nutrition in the selected agricultural sectors (maize, rice, mung bean) and advise other sectors or strategies that may be relevant
- Providing advice on approaches to foster market and food environments that improve both economic and nutrition outcomes for households
- Identifying the levers for change and influential actors in the food system within Indonesia

- Supporting the PRISMA team in the design and integration of nutrition into the business models with private sector (identifying constraints, relevant activities within an MSD landscape)
- Identifying opportunities for PRISMA to influence nutrition outcomes with Government and other organisations within Indonesia
- Advise strategies for integrating nutrition and gender solutions focused on improving women's access to information
- Supporting on strategic studies to capture and communicate PRISMA's contribution to nutrition and food systems

#### 3.7.2. Selection Criteria:

- Advanced degree in international development, anthropology/ sociology, economic, (agri)business, nutrition health or related fields.
- Extensive professional experience in practical implementation of a market systems development approach including Nutrition and food systems
- Experienced in technical leadership and integration of Nutrition including market assessments, strategy design, systemic change and results measurement and learning.
- Familiarity with Indonesia's nutrition constraints and opportunities
- Excellent communication skills including spoken and written English.

## 4. Technical Proposal

### 4.1. The proposal should include:

- Up to date CV (no more than 4 pages)
- A word document addressing the key selection criteria (no more than 3 pages total)
- Past Experience Form noted in Part 3 Annex 1
- All proposals should be written in English on A4.
- If the applicant wishes to submit more than one proposal for multiple positions, then separate proposals should be provided for each position.
- The return email should clearly mark the position being applied for.

## **5. Financial component**

Please refer to Part 4 for details relating to preparation of the financial submission.

## **6. Responsibilities of the Company**

N/A

## **7. Tenderer responsibilities**

- 7.1. To be to prepared sign the standard contract terms.
  - 7.2. To have in place insurance policies covering Professional Indemnity and Public Liability.
  - 7.3. To have any relevant registrations (including tax registrations) in the activity Jurisdiction.
  - 7.4. A Tender is submitted on the basis that the Tenderer acknowledges that:
    - a. it examined the ITT documents.
    - b. it sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the Company requirements, including the risks and other circumstances which may affect a Tender
    - c. in lodging its Tender, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the Company other than any statement, warranty or representation contained in the ITT;
    - d. it did not use the improper assistance of the company Office and the Company staff or ex-employees, or information unlawfully obtained from the Company in compiling its Tender.
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## Part 2 – Conditions of tender

### 1. Tender content

#### 1.1. The tender must contain the following:

- 1.1.1.a cover letter (no longer than 1 page) to the tender for the activity (specify the Activity number), including the signed declaration contained in Part 7;
- 1.1.2. a technical submission (in the form detailed in Part 3);
- 1.1.3. a financial submission (in the form detailed in Part 4).

#### 1.2. Every Tender needs to state in the submission:

- 1.2.1. in the case of a company, other registered entity, the full name of the entity, the address of the registered office of the entity, the relevant registration number and a copy of the certificate of registration; and
- 1.2.2. If relevant, a list (including CVs if requested) of all the nominated personnel expected to contribute to the performance of the TOR, including their names, surnames, title of their position and their proposed level of effort.

#### 1.3. The Tenderer' (where capitalised) means the person or organisation to whom this invitation has been sent, the person or organisation responding to this invitation (as applicable). Depending on the context, an uncapitalised version of 'tenderer' may also refer to the Tenderer.

### 2. Tender Assessment Process

- 2.1. Tenders must comply with the requirements of the Terms of Reference Failure to submit a Tender including the information required by the Terms of Reference (or this Tender generally) will factor into the Company's assessment of the level of compliance of the Tender and may result in rejection of the Tender.
  - 2.2. The Company will evaluate Tenders on the following basis:
    - 2.2.1. a technical assessment;
    - 2.2.2. a financial assessment;
    - 2.2.3. any other factors which may impact on the Tenderer's potential performance.
  - 2.3. The Company reserves the right:
    - 2.3.1. to accept or reject any tender, and to annul the tendering process thereby rejecting all tenders, at any time prior to the award of contract at its sole discretion;
    - 2.3.2. to cancel or vary the Invitation to Tender process at any time whether before or after the closing date;
    - 2.3.3. to reject any tender that does not adhere to the structure and content requirements as outlined in these Terms and Conditions;
    - 2.3.4. to recall tenders from any source including those applicant who have already submitted tenders, without thereby incurring any liability to the affected Tenderer or Applicant or any obligation to inform the affected Tenderer or Applicant of the grounds for this action;
    - 2.3.5. to require that applicant submit to the Company's Due Diligence process prior to or after the submission of Tenders; and
    - 2.3.6. to negotiate with the most favourable tenderer should it be deemed that the offered prices are unreasonable or greater than the targets set in the planning process.
  - 2.4. The Company shall not be bound by any advice given or information furnished by it.
  - 2.5. The conduct of this Invitation to Tender is not intended to give rise to any legal or equitable relationship.
  - 2.6. Any inducements and rewards intended to influence the outcome of the Tendering process will result in Tenderer's immediate suspension from the process.
  - 2.7. Your Tender will be valid for the Tender Validity Period specified on p.1.
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### **3. Technical Assessment**

- 3.1. The Technical Assessment will be undertaken by an internal procurement committee.
- 3.2. The Company may specify weighting for assessment criteria in Part 3.

### **4. Financial Assessment**

- 4.1. Following consideration of the technical merit of Tenders, a like-for-like price assessment may be undertaken by the Company of the Tenders assessed as technically suitable.
- 4.2. Applicant should note that financial submissions for those Tenders assessed by the Procurement Committee as not technically acceptable will not be subject to financial assessment.
- 4.3. Unless otherwise specifically stated, prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.
- 4.4. The contract price, which must include any and all other charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.
- 4.5. Additionally, if requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.
- 4.6. If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

### **5. Acceptance of Tenders**

- 5.1. The Company is not bound or required to accept the lowest priced Tender or any Tender.
- 5.3. The Company reserves the right to enter into negotiation with any other tenderer if contract negotiations cannot be concluded with the preferred Tenderer.

### **6. Alternative Tenders**

- 6.1. The Company reserves the right to accept and consider alternative Tenders providing they:
  - 6.1.1 are submitted with a compliant Tender;
  - 6.1.2 clearly identify the differences and improvements offered.

### **7. Non-Compliant Tenders**

- 7.1. Tenders will be regarded as non-compliant if they do not comply with any part of the requirements of this Invitation to Tender.
- 7.2. The Company may, however, in its absolute discretion evaluate any non-compliant Tender.

### **8. Lodgement of Tenders**

- 8.1. It is the responsibility of the Tenderer to ensure that the Tender is received by the Company by the closing date and time prescribed in this Invitation to Tender. A Tender lodged after the closing date is a late Tender.
- 8.2. A late Tender will normally not be considered unless it can be demonstrated by the Tenderer that the Tender would have arrived at the tender point by the required date and time as prescribed in this Invitation to Tender but, for reasons proven by the Tenderer, it did not. The Company may allow a late Tender to be assessed at its absolute discretion.
- 8.3. The Company will not consider or entertain any queries about a decision to assess or reject a late Tender.

### **9. Tenderer Costs**

- 9.1. Applicant are responsible at their own cost to:
    - 9.1.1. make all arrangements and obtain and consider all information relating to the Scope of Service
    - 9.1.2. prepare, deliver and lodge their tender;
    - 9.1.3. deal with any issues, including disputes, that may arise out of the tendering process.
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## **10. Confidentiality**

- 10.1. The Tenderer acknowledges that in the course of this Tender, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this Tender). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person.
- 10.2. The Tenderer will not disclose or use any Confidential Information except to the extent that such disclosure or use:
  - 10.2.1. is strictly necessary for submitting the Tender;
  - 10.2.2. is required by relevant laws;
  - 10.2.3. is authorised by prior written approval from the Company; or
  - 10.2.4. occurs after the Confidential Information already is or comes into the Tenderer's possession (or in the public domain) otherwise than pursuant to this Tender, pursuant to a separate confidentiality undertaking by the Tenderer or a third parties' (or that parties') unauthorised disclosure.
  - 10.2.5. If the Tenderer is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company.
  - 10.2.6. The parties agree that this obligation applies during the Tender and after the completion of the process.

## **11. Request for Information**

- 11.1. Any prospective tenderer may within a reasonable time before the closing date request information on any point of clarification in this Tender. The information requested shall be given in writing by the Company as soon as practicable. Where in the opinion of the Company the information could have an effect on other applicant, that information may at the Company's sole discretion be given in writing to all known prospective applicant.

## **12. Business Partner Code of Conduct**

- 12.1. Applicant shall comply with the Company's Business Partner Code of Conduct in the submission of any tenders. The Code is currently available at [thepalladiumgroup.com/policies](http://thepalladiumgroup.com/policies).

## **13. Unsuccessful Tenders**

- 13.1. Unsuccessful Tenders will be notified in writing and the Company will not enter into discussion or communications on the content of the Tender debrief once it has been completed

## **14. Tenderer Acceptance of Conditions**

- 14.1. A Tender lodged in response to this Invitation to Tender does so with agreement to these Conditions of Tender unless any departures from these Conditions are detailed in the cover letter of the submission. The Company reserves the right to reject any departure from these Conditions of Tender, and thereby determine that the tender submission is non-conforming for that reason.

## **15. Conflict of Interest**

- 15.1. Applicant must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

## **16. Inconsistencies**

- 16.1. If there is inconsistency within this ITT, the following order of precedence shall apply:
    - 16.1.1. these Terms and Conditions;
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- 16.1.2. the Cover Page of this ITT; and
- 16.1.3. Part 5 – Client Terms
- 16.1.4. Part 6 – Standard Contract
- 16.1.5. Part 1 – Terms of Reference
- 16.1.6. Part 4 – Financial Assessment Selection Criteria
- 16.1.7. Part 3 – Technical Assessment Selection Criteria
- 16.1.8. the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

## **17. Jurisdiction**

- 17.1. This Tender process shall be subject to the laws of the Jurisdiction.
  - 17.2. The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this Agreement or the breach, termination, or invalidity thereof.
  - 17.3. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.
  - 17.4. The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English. The relevant laws shall be the laws of the Jurisdiction.
  - 17.5. Should the claim involve a State, a State-controlled entity, or an intergovernmental organization, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.
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## Part 3 – Technical assessment selection criteria

### Tender Requirement:

The Tenderer may only submit one tender per position. However, this does not limit the participation of the individual experts of inclusion in more than one proposal.

### Requirements for the Technical Submission

The Technical Submission must:

1. Technical proposal must be submitted in PDF (Portable Document Format).
2. All material is to be presented in A4 pages (except where specified elsewhere), Arial 10 pt font, and all margins are to be no less than 2.5cm be in a single column format;
3. The Technical Proposal outlining the company's understanding of the task, the approach that will be taken, and the personnel who will be engaged to work on the activity. The Technical Proposal should address in turn each of the Scope of Services
4. Applicant should provide relevant company experiences on similar work/projects in the format outlined in **Attachment 1 part 3** which demonstrate strongly their ability to fulfil the objectives of the project. Only relevant examples completed within the last 5 years (prior to the ITT issue date) should be included.
5. Applicant are to provide two referees from past clients who may provide substantive comments in relation to the organization's execution of the activity or project. Where possible this must be a senior representative of the client. No referees are to have a financial interest or involvement with the Tenderer
6. CVs may not exceed the number of pages noted in Scope of Service above
7. The CV must include the declaration noted in **Attachment 2 Part 3 Error! Reference source not found.** and be signed and dated by the nominated consultant.

The following selection criteria and weighting will be used in the assessment process to assess the technical capacity of the Tenders.

Criteria / Sub-criteria	Maximum Score
<b>Capacity and Demonstrated Experience</b>	<b>30</b>
Experience of the candidate against the key selection criteria	30
<b>Understanding of the approach and technical capacity</b>	<b>40</b>
Experience in MSD or similar approach/ Experience in Indonesian political landscape*	20
Demonstrated experience in speciality	20
<b>Qualifications and Adequacy of Personnel</b>	<b>30</b>
Appropriate qualifications and/or relevant experience	5
Experience of the nominated personnel in the geographic location/ donor/political landscape	15
Fluency in required language (if appropriate)	10
<b>TOTAL</b>	<b>100</b>
Minimum Passing Score (Technical Evaluation)	<b>100%</b>

\*MSD experience for MSD technical positions and Political landscape for policy positions

8. Each conforming Tender will be given a technical evaluation against the Selection Criteria noted in **point 6** and receive a technical score. Bidders will be rejected at this stage if they do not to achieve a minimum technical score stated in the table.
9. The technical assessment of the proposal will worth for 100% of the overall score.

**Part 3 Annex 1 Experience Sheet / Bagian 3 Lampiran 1 Lembar mengenai Pengalaman Perusahaan**

Details of relevant activities or projects in which the Tenderer has been involved for the previous 5 years which demonstrate the Tenderer's ability to fulfil the objectives of the Activity must be presented in the format outlined below. This annex must not contain more than 3 examples.

Perincian mengenai kegiatan atau proyek yang relevan dimana Peserta Tender telah terlibat selama 5 tahun yang terakhir, yang menunjukkan kemampuan Peserta Tender untuk memenuhi tujuan Kegiatan, harus disajikan dalam format yang diuraikan di bawah. Lampiran ini tidak boleh memuat lebih dari 3 contoh.

**PAST EXPERIENCE FORM / FORMULIR PENGALAMAN SEBELUMNYA**

Activity Name/ Nama kegiatan:			
Activity Location(s)/ Lokasi kegiatan:			
Activity Duration/ Jangka Waktu kegiatan:		Client/Donor: Klien/Donor:	
Activity Value/ Nilai Kegiatan:		Year Completed: Tahun Berakhir	
Brief description of the activity or project / Gambaran singkat mengenai kegiatan atau proyek:			
Brief description of Services provides and any outcomes / Gambaran singkat mengenai Jasa yang diberikan dan hasilnya:			
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: Penjelasan mengenai kesamaan atau kemiripan antara kegiatan ini dengan persyaratan kegiatan yang saat ini sedang ditenderkan dan bagaimana kegiatan ini mendukung pernyataan Anda dalam menyikapi Kriteria Seleksi:			
Nominated Activity Referee / Pemberi referensi mengenai Kegiatan yang ditunjuk::			
Name / Nama:			
Position / Jabatan:			
Company / Perusahaan:			
Work phone / No telepon di tempat kerja:			
Email:			

**Each Past Experience Form must not exceed 2 A4 pages / Setiap Formulir mengenai Pengalaman Masa Lalu tidak boleh melebihi 2 halaman A4.**

## Part 3 Annex 2

### 1. Certification / Pernyataan:

"I [*insert name*], certify that the information provided in this CV is accurate and hereby authorize the Company to make whatsoever enquiries it may consider reasonable and necessary to undertake in the course of the selection process in relation to information I have provided in this CV or any other matter which may relate to my suitability for the position noted above.

"Saya [*masukkan nama*], menyatakan bahwa keterangan yang diberikan dalam Riwayat Hidup ini benar adanya dan dengan ini memberi kuasa kepada Perusahaan untuk mengajukan pertanyaan apa saja yang dianggap beralasan dan perlu dilakukan dalam rangka proses seleksi sehubungan dengan keterangan yang saya berikan dalam Riwayat Hidup ini atau hal lain yang terkait dengan kesesuaian saya untuk posisi yang tercantum diatas.

I confirm my availability and commitment to the Project as described in the Technical Proposal.  
Saya menegaskan ketersediaan dan komitmen saya kepada Proyek seperti dijelaskan dalam Proposal Teknis ini.

I have not been convicted of an offence of, or relating to, bribery, fraud, or child abuse, nor am I subject to any proceedings which could lead to a conviction.

Saya belum pernah dihukum karena tindak pidana, atau terkait dengan, penyuapan, penipuan, atau kekerasan terhadap anak, maupun sedang berada dalam proses yang dapat menyebabkan penghukuman.

Signature/ Tandatangan:

Date/ Tanggal:

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## Part 4 – Financial assessment selection criteria

This position is based on the ARF.

Tenderers may submit their proposed rate against the ARF for the relevant job category but all rates will be negotiated by the Company.





**Part 4 Annex 1 Propose Daily Rate / Bagian 4 Lampiran 1 Tarif Harian**

<b>No</b>	<b>Deskripsi</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Catatan</b>
1	ARF rate				
2					
3					
4					
5					

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## Part 5 – Client Terms of Conditions

### SERVICES

In relation to the Services provided to DFAT by the Company under this Contract, the Subcontractor represents and warrants that:

- (a) its Personnel have the necessary experience, skill, knowledge, expertise and competence to perform the Services;
- (b) the Services or related products are free from defects in design, performance and workmanship and are safe and durable; and
- (c) the services comply with the applicable Australian (or international) Standards identified in Schedule 1 Statement of Requirements.

### DFAT Property

The Subcontractor warrants that it and its Personnel will:

- (a) use in a proper manner and maintain in good order all DFAT Supplied Items which the Subcontractor and its Personnel may use in the course of providing the Goods and/or Services under this Contract; and
- (b) promptly return all DFAT Supplied Items upon completion of use or otherwise upon expiry or termination of this Contract.

### AGENCY

The Subcontractor, and its Personnel are not, will not be deemed to be and must not represent themselves as being, by virtue of this Contract, an employee, partner or agent of DFAT.

### FRAUD

The Subcontractor must not, and must ensure that Personnel do not, engage in any Fraud and must prevent and detect Fraud, including Fraud by its Personnel.

The Subcontractor must ensure that Personnel are responsible and accountable to the Subcontractor for preventing and reporting any Fraud as part of their routine responsibilities. The Subcontractor must ensure that Personnel who are not employed by the Subcontractor report Fraud to the Subcontractor within five (5) Business Days.

If the Subcontractor becomes aware of a Fraud, it must report the matter to the Company in writing within five (5) Business Days. The written report to the Company must be signed by an Subcontractor authorised person and must include the following (where known):

- (a) the name of the Project under which DFAT funding is being provided; (b) name of any Personnel (including any sub-contractors) 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.
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If a report has been made in accordance with the above Clause, the Subcontractor must respond within five (5) Business Days to any further requests for information DFAT may make.

If the Subcontractor becomes aware of a Fraud, the Subcontractor must, in consultation with DFAT, develop and implement a strategy to investigate the Fraud based on the principles set out in the Australian Government Investigations Standards.

The Subcontractor must investigate any fraud at the Subcontractor's cost and in accordance with any directions or standards required by DFAT. Whether the Subcontractor conducts an investigation or appoints an investigator to conduct an investigation, the person conducting the investigation must possess the minimum qualifications specified in the Australian Government Investigation Standards or an equivalent agreed to by DFAT.

DFAT reserves the right to appoint its own investigator, conduct its own investigation or report Fraud to the appropriate law enforcement agencies or any other person or entity DFAT deems appropriate in Australia or in the Partner Country for investigation. If DFAT exercises its rights under this Clause, the Subcontractor must provide all reasonable assistance that may be required at its sole expense.

After the investigation is finished, if a suspected offender has been identified or at the direction of the Director of DFAT Fraud Control Section, the Subcontractor must promptly report the Fraud to the local police and any other appropriate law enforcement agency in the country where the incident has occurred, unless the Director of DFAT- Fraud Control Section agrees otherwise in writing.

If the investigation finds the Subcontractor or Personnel have engaged in Fraud, the Subcontractor, in consultation with DFAT, must:

(a) if DFAT funds have been misappropriated, pay to DFAT the full value of the misappropriated funds; and

(b) if DFAT-funded property has been misappropriated, either return the property to DFAT or, if the property cannot be recovered or has been damaged,

replace the property with property of equal or greater value or quality, or repair the property, at no cost to DFAT.

If the investigation finds that a person other than the Subcontractor or Personnel has engaged in Fraud, the Subcontractor must, at the Subcontractor's cost, take all reasonable action to recover any DFAT funds or DFAT-funded property acquired or distributed through the Fraud, including taking recovery action in accordance with recovery procedures (including civil litigation) available in the Partner Country.

The Subcontractor must keep DFAT informed, in writing, on a monthly basis, of the progress of its efforts to recover the DFAT funds or DFAT-funded property, including any recovery action.

If the Subcontractor considers that all reasonable action has been taken to recover the DFAT funds or DFAT-funded property and recovery has not been achieved or recovery has only been achieved in part, the Subcontractor may seek approval from DFAT that no further recovery action be taken.

If an investigation finds that the Subcontractor or Personnel have engaged in Fraud, or if DFAT discovers that a Fraud has not been reported to DFAT in accordance with this Clause, DFAT reserves the right to:

(a) terminate this Contract by giving the Subcontractor notice in writing specifying the date on which the termination will take effect; and

(b) not enter into any further agreements with the Subcontractor until such time as DFAT is satisfied that any recommended changes to the Subcontractor's management and procedures

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have been made in order to prevent any further Fraud from occurring and to ensure timely reporting of fraud to DFAT.

Without limitation to DFAT's rights, if the Subcontractor fails to comply with its obligations under this Clause with respect to a Fraud, DFAT may give the Subcontractor a written notice which specifies:

- (a) the obligation(s) with which the Subcontractor has not complied;
- (b) the action that the Subcontractor must take to rectify the failure; and
- (c) the date by which the Subcontractor must rectify the failure.

If the Subcontractor does not comply with a notice issued pursuant, DFAT reserves the right to:

- (a) terminate this Contract; and/or
- (b) exercise its rights pursuant to this Clause; and/or
- (c) withhold payments (or parts of payments) due to the Subcontractor under this Contract until the Subcontractor has complied with the notice.

This Clause survives the termination or expiration of this Contract, including with respect to any Fraud relating to the performance of this Contract, which is not detected until after this Contract has been terminated or has expired.

#### ANTI - CORRUPTION

The Contractor warrants that neither it nor its Personnel will make or cause to be made, receive or seek to receive any offer, gift or payment, or benefit of any kind, which could be construed as an illegal or corrupt act, either directly or indirectly to any Party, in relation to the execution of this Contract.

Any breach of this Clause will entitle DFAT to issue a notice under the Termination of Breach Clause (53 in the Head Contract) to terminate this Contract immediately.

#### COMPLIANCE WITH LAWS AND POLICIES

The Subcontractor and Subcontractor are responsible for ensuring that they and their Personnel comply with applicable laws, Treaties or MOUs of the Commonwealth, any State, Territory or local authority and applicable Commonwealth Government policies as set out in this Contract or as notified to the Subcontractor and Subcontractor from time to time.

The Subcontractor and Subcontractor are responsible for ensuring that they and their Personnel comply with applicable laws of any jurisdiction in which any part of the Contract is performed.

With respect to any monies payable either to DFAT by the Subcontractor or to the Subcontractor by DFAT, the Subcontractor must:

- (a) comply with all relevant provisions of Commonwealth legislation, financial regulations and directions, except to the extent that the relevant obligation is imposed on DFAT; and
- (b) if required by DFAT, comply with any recommendation by the Commonwealth Auditor-General concerning the handling of DFAT's money.

In performing any part of this Contract outside Australia, the Subcontractor and its Personnel, the Subcontractor and Sub-Contractors must:

- (a) not engage in any political activity in the relevant country during the provision of the Goods and/or Services;
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(b) observe all laws and respect all religions and customs of that country; and

(c) conduct themselves in a manner consistent with the Public Service Act 1999 (Cth) (including the Australian Public Service Values and Employment Principles and Code of Conduct).

## SECURITY

The Subcontractor is responsible for the security of Subcontractor Personnel, ensuring that both the Subcontractor and its Personnel comply with this Security Clause.

The Subcontractor is responsible for the security of the Subcontractor's Personnel, ensuring that both the Subcontractor and its Personnel comply with this Security Clause.

If, during the Term of this Contract, the Subcontractor is required to access or otherwise gains access to Official Information or Security Classified Information, it agrees to comply with:

(a) all relevant security requirements specified in the Commonwealth Protective Security Policy Framework as minimum standards;

(b) the security requirements specified in this Contract; and

(c) any variations or additions to the security requirements under this Clause that DFAT (in its absolute discretion) notifies the Subcontractor in writing. Such changes to the security requirements must be implemented by the Company and/or the Subcontractor from the date specified in the notice (or 5 Business Days after it receives the notice if no date is specified).

The Subcontractor must ensure that all its Personnel, when using DFAT's premises or facilities, comply with all DFAT procedures and directions relating to security.

If required by DFAT each of the Company's Personnel or the Subcontractor's Personnel engaged by the Subcontractor, must meet all necessary security assessments and standards required by DFAT including:

(a) an identity check;

(b) a National Police Clearance check or equivalent;

(c) signing any forms notified to the Subcontractor by DFAT from time to time;

(d) holding Australian Government security clearances to the level requested by DFAT in accordance with the Commonwealth Protective Security Policy Framework, or as otherwise required by DFAT;

(e) attending and completing a DFAT Security Awareness Course prior to or as soon as possible after the Commencement Date at the Subcontractor's cost; and

(f) complying with any other security awareness requirements reasonably requested by DFAT,

DFAT will facilitate the obtaining of security clearances for Subcontractor Personnel.

The Subcontractor must bear the cost of security clearances for their respective Personnel. If the security requirements are redefined, the Company is entitled to apply to DFAT for a price variation.

All Personnel, where DFAT considers this appropriate, must:

(a) attend and complete a Departmental Security Awareness Course prior to or as soon as possible after the Commencement Date at the Subcontractor's cost; and

(b) comply with any other security awareness requirements reasonably requested by DFAT.

The Subcontractor acknowledges that if any of its Personnel lose their security clearance or causes a security breach, DFAT may:

(a) after consultation with the Subcontractor, require the replacement of that Personnel; or

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(b) terminate this Contract for breach.

The Subcontractor must:

(a) notify DFAT immediately on becoming aware of any security incident or security breach and comply with all DFAT directions to rectify the security problem; and

(b) participate in security reviews of its procedures at least annually as requested by DFAT and participate in any security audit in relation to the Contract, providing full co-operation to DFAT or its independent auditors, including the Australian National Audit Office.

#### WORK HEALTH AND SAFETY

The Subcontractor must perform their, and must ensure that their Personnel, perform their, obligations under this Contract in strict compliance with the Work Health and Safety Act 2011 (Cth) ('WHS Act') and are able to participate in:

(a) any necessary inspections of work in progress;

(b) any necessary consultation with DFAT regarding implementation of the WHS Act provisions; and

(c) tests and evaluations of the Goods and Services.

The Subcontractor agree, when using DFAT's premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by DFAT or as might be inferred from the use to which the premises or facilities are being put.

Without limiting any other provision of this Contract, the Subcontractor agrees to, on request, give all reasonable assistance to DFAT, by way of provision of information and documents, to assist DFAT and its officers as defined in the WHS Act to comply with the duties imposed on them under the WHS Act.

The Subcontractor acknowledges that DFAT may direct it to take specified measures in connection with the Subcontractor's work under this Contract that DFAT considers reasonably necessary to deal with an event or circumstance that has or is likely to have, an adverse effect on the health or safety of persons. The Subcontractor must comply with the direction at its own cost.

#### CONFIDENTIALITY

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

DFAT Data (including DFAT Confidential Information) must not be removed from Australia or the relevant Partner Country.

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

The Subcontractor must obtain from any Personnel who will have access to DFAT Confidential Information, a written undertaking in the form set out at Schedule 3 (Deed of Confidentiality) to this Contract relating to non-disclosure of that information.

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The Subcontractor acknowledges and agrees to allow DFAT to publish details and report lists of Contracts valued over certain thresholds, and identify Confidentiality agreements in accordance with Senate Order requirements.

The Subcontractor acknowledges and agrees to allow DFAT to periodically publish detailed information about work under the Contract on the DFAT website. This will include information about the Subcontractor's policies, plans, processes, the results of the Subcontractor's aid activities and DFAT's evaluations of the Subcontractor's performance. DFAT and the Subcontractor will consult prior to publication or release of information regarded as sensitive (for example, Fraud or corruption matters).

The identity of the Subcontractor's Personnel is not Confidential Information, nor is this Contract with the exception of those items specified in Schedule 4 (Confidential Information).

The Subcontractor must ensure that it obtains any necessary consent from its Personnel in relation to the requirements of this Clause.

Upon expiry or earlier termination of this Contract, the Subcontractor must either destroy or deliver to DFAT all DFAT Confidential Information.

## PRIVACY

The Subcontractor is a 'Contracted Service Provider' within the meaning of the Privacy Act 1988 (Cth) and, to the extent that it deals with personal information in the provision of Services, agrees to:

(a) comply with the Australian Privacy Principles as they apply to DFAT, including:

(i) to use or disclose personal information only for the purposes of this Contract;

(ii) take necessary steps to ensure adequate security measures are in place to protect personal information from misuse, interference and loss and from unauthorised access, modification or disclosure;

(iii) comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient;

(b) not do any act, or engage in any practice, that would - if done in or engaged in by DFAT - breach the Australian Privacy Principles;

(c) comply with any reasonable request or direction of DFAT or the Privacy

Commissioner in relation to access to, or handling of, personal information;

(d) immediately notify DFAT if it becomes aware of a breach or possible breach of any obligations referred to in this clause, or the initiation of any action by the Privacy Commissioner relevant to this Contract; and

(e) investigate any complaint arising out of a breach or possible breach of any obligations referred to in this clause, and notify DFAT of that investigation and outcome.

The Subcontractor agrees to indemnify DFAT in respect of any loss, liability or expense suffered or incurred by DFAT which arises directly or indirectly from a breach by the Subcontractor of any obligations referred to in this clause.

## REVIEW

At any time DFAT may itself, or may appoint an independent person or persons to conduct a review of any matter capable of affecting the performance of this Contract.

The Subcontractor and its Personnel must participate cooperatively in any reviews conducted by DFAT or its nominees, while continuing to perform its obligations under this Contract, and respond

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in writing to any draft review report within 28 Business Days after the date of receipt by the Subcontractor of the draft report.

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

#### PERFORMANCE ASSESSMENT

The Subcontractor acknowledges and agrees that DFAT may issue in relation to this Contract:

- (a) a Partner performance assessment;
- (b) Adviser performance assessments;
- (c) sub-Partner Performance Assessments; and
- (d) sub-contractor key personnel performance assessments.

Performance assessments will be substantially in accordance with the assessment sheet in Schedule 10 (Partner Performance Assessment). Within 15 days of receiving a performance assessment from DFAT, the Subcontractor must:

- (a) sign and return to DFAT the Partner Performance Assessment together with any response; and
- (b) ensure that all other performance assessments together with any response the sub-contractor or any personnel wishes to include are signed and returned to DFAT.

Subcontractor must undertake Adviser, Subcontractor, sub-contractor and sub-contractor personnel assessments as required by DFAT.

The Subcontractor must insert clauses in any sub-contracts relating to the Contract that require the sub-contractor to agree that:

- (a) DFAT or the Subcontractor may issue:
  - (i) sub-Partner Performance Assessment; or
  - (ii) sub-contractor key personnel performance assessments, in relation to the sub-contract;
- (b) the performance assessments will be substantially in accordance with the assessment sheet in Schedule 11 (Adviser Performance Assessment); and
- (c) the sub-contractor will sign and return the sub-Partner Performance Assessment together with any response within 15 days of receipt and will ensure that sub-contractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt.

#### RECORD KEEPING

The Subcontractor must ensure that it and its Personnel at all times to the satisfaction of DFAT:

- (a) keep accurate and up-to-date accounts and records relating to the performance of its obligations under this Contract (including receipts and expenses) in a manner that enables them to be conveniently and properly audited;
  - (b) record all operational activities in relation to the provision of the Services, including to enable the prevention, detection and investigation of Fraud as required by the Fraud Clause above;
  - (c) keep accurate and up-to-date accounts and records which contain details of the disposition of Supplies as agreed to by DFAT, such as replacement, write-off or transfer to the Partner Country;
  - (d) comply with any standards prescribed by DFAT from time to time for the creation, care, access, storage, preservation and return or legal destruction of its accounts and records (including Contract Material) and any DFAT material;
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(e) provide all reasonable assistance requested by DFAT for any administrative or statutory review concerning this Contract; and

(f) retain copies of all accounts and records for a period of seven (7) years after termination or expiration of this Contract or completion of any legal action arising out of or in connection with this Contract, whichever occurs later.

DFAT retains legal ownership of all records created for the provision of the Goods and/or Services by the Subcontractor. Upon termination or completion of this Contract, the Subcontractor must transfer all records created and maintained for Goods and/or Services provided by the Subcontractor under this Contract to DFAT in a format and manner which allows the records to be quickly and easily retrieved, reviewed and utilised by DFAT.

The Subcontractor must store, dispose of, and/or transfer, custody or the ownership of any Commonwealth records in accordance with standards issued under the Archives Act 1983 (Cth) and/or any specific instructions provided from time to time by the Australian Government through the NAA.

The Subcontractor must comply with any direction given by DFAT for the purpose of transferring Commonwealth records to the possession, custody or control of the NAA or providing the NAA with full and free access to those records.

The Subcontractor must maintain up to date records of the names of all sub-contractors engaged by the Subcontractor to perform part of the Services.

The Subcontractor may keep one (1) copy of all records created during the course of the provision of the Goods and/or Services for legitimate risk management and audit purposes.

#### COMPLIANCE WITH DFAT POLICIES

The Subcontractor must ensure that it and its Personnel comply with all DFAT policies including:

(a) the disability inclusive strategy: 'Development for All 2015-2020: Strategy for strengthening disability-inclusive development in Australia's aid program, accessible on the DFAT website at: <http://dfat.gov.au/aboutus/publications/Pages/development-for-all-2015-2020.aspx>. Particular attention must be directed towards the Strategy's guiding principles;

(b) the child protection compliance standards in the 'Child Protection Policy' for the DFAT - Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);

(c) the 'Family Planning and the Aid Program: Guiding Principles' (2009) for the DFAT - Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);

(d) information accessibility requirements contained in the 'Guidelines for preparing accessible content' (2012) for the DFAT - Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);

(e) the 'Environment Protection Policy for the Aid Program' (2014), accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);

(f) the Displacement and Resettlement of People in Development Activities Policy, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au); and

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(g) 'Promoting Opportunities for All: Gender Equality and Women's Empowerment' (November 2011), accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au).

## Part 6 – Standard Contract Template

Refer enclosed document titled: *APAC HR02 SOP08 TL03 Call-down Consultant agreement ID*

(please contact Contract and Procurement team should you need to know the contract template)

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## Part 7 – Declaration by Applicant

Applicant shall submit their tender with the following declaration:

*I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.*

*Where requested by the Company, I/We will promptly provide the certificates or other documents referenced in this ITT.*

*I/We understand that any information given by us will be relied on and used by the Company to assess my/our suitability to participate further in this potential procurement.*

*I understand that the Company may reject my/our Tender if it is non-compliant, or false/misleading in any way.*

*Where this statement is being provided by an individual on behalf of the Company, that individual has the necessary corporate authorisation to provide the declaration on behalf of the Company.*

*I / We have not communicated to any person other than the Company the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not I / we or that other person should tender, or otherwise colluded with any other person in any manner whatsoever, and undertake that at any time thereafter in the tendering process for the above.*

*I/We have not engaged in any behaviour which has or could contravene Bribery Act 2010 (UK), the Foreign Corrupt Practices Act (US) or any similar legislation.*

*I/We have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, Applicant (or any other person involved in the decision-making process relating to this tender) which could give rise to a perception of bribery or corruption in relation to the Tender or any other dealings between the parties.*

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