



Australia Awards

# Australia Awards

Indonesia

Strengthening E-Procurement in Indonesia

Request for Tender

January 2017

## Introduction

### 1. Invitation to Tender

Coffey, the Managing Contractor for the Australia Awards in Indonesia (AAI) is seeking tenders for the design and delivery of **Strengthening E-Procurement in Indonesia** Short Term Award. Tenders are sought in accordance with the *AAI Short Term Award Guidelines*<sup>1</sup> and as per the details more fully described in this Request for Tender (RFT) documentation.

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

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

### 2. Timetable

A timetable for the tender process is outlined below:

Activity	Date
Request for tender released	Monday 16 January 2017
Closing date for Registration of Intent to submit a tender	Monday 30 January 2017
Closing date for queries	Monday 6 February 2017
Closing date for tenders	Tuesday 14 February 2017

### 3. Background

The goals and purpose of Australia Awards Indonesia are underpinned by five clearly defined program outcome groups relating to the benefits gained by the Indonesian alumni through the award experience. These include: the alumni's use of knowledge, attitude and skills to influence their professional fields and communities; the linkages between the alumni and Australian organisations, Australians; and the positive perceptions that Alumni have of Australia and Australians.

### 4. Document Structure

This Request for Tender consists of five parts that are attached to and form part of this RFT:

- Part A: Tender conditions
- Part B: Tender requirements and attachments (including Statutory Declaration)
- Part C: Scope of Services
- Part D: Selection criteria and information required for technical assessment
- Part E: Selection criteria and information required for price assessment
- Part F: Draft Contract

**Tenderers should carefully read Parts A to F – including the Scope of Services. Tenders deemed non-conforming by Coffey may be rejected.**

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

## 5. Definitions

In this RFT, the following terms have the following meanings:

“**DFAT**” means the Department of Foreign Affairs and Trade – Australian Aid;

“**AAI**” means Australia Awards Indonesia

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

“**the Commonwealth**” means the Commonwealth of Australia and its implementing agency, the Department of Foreign Affairs and Trade – Australian Aid;

“**Contract**” means the draft Contract at Part F;

“**RFT**” means this letter, Parts A-F and any Addenda issued by Coffey prior to the closing date and time for the submission of Tenders.

# **P a r t A**

## **Tender conditions**

# Part A - Tender Conditions

## 1. Corrections and Additions

If a Tenderer finds any discrepancy, error or omission in the Request for Tender (RFT) or has any question, or wishes to make any enquiry concerning the RFT, it is to notify Coffey in writing at least fourteen days prior to the closing date and time for the lodgement of tenders. Where appropriate, answers to any such notices or questions will be given by Coffey in the form of Addenda and will be issued to all registered Tenderers.

Coffey may amend any part of the RFT prior to the closing date and time for submission of Tenders including, without limitation, by revising the draft Contract. Any amendment to, or clarification of, any aspect of the RFT will be issued in the form of Addenda and provided to all registered Tenderers before the closing date and time for submission of Tenders. Such Addenda will become part of the RFT.

Tenderers' attention is drawn to paragraph 18 of this Section regarding Addenda.

## 2. Expenses

Tenderers are responsible at their own expense for:

- a) making all arrangements and obtaining and considering all information relating to the preparation, delivery and lodgement of their Tender;
- b) answering any queries and providing any further information sought by Coffey International;
- c) dealing with any issues, including disputes, that may arise out of the RFT process; and,
- d) engaging in any further process or discussions with Coffey that may result from the RFT.

## 3. Ownership of Tenders

All Tenders become the property of DFAT on submission.

Such intellectual property rights as may exist in the information contained in Tenders will remain the property of the Tenderer.

The Tenderer authorises Coffey to copy, adapt, amend, disclose or do anything else necessary (in Coffey's sole discretion) to all materials (including that which contains intellectual property rights of the Tenderer or other parties) contained in the Tender for the purpose of its evaluation of Tenders, negotiating any contract with the Tenderer (if the matter proceeds that far) and all other matters relating there to, including governmental and Parliamentary report requirements.

Coffey may make such copies of Tenders as it requires for these purposes.

#### **4. Tenderer's Acknowledgment**

A Tender is made on the basis that the Tenderer acknowledges that:

- a) it examined the RFT documents;
- b) the RFT specifies Coffey's rights in respect of the RFT and the Tenderer agrees that Coffey may exercise its rights as set out in the RFT in respect of the RFT process;
- c) it sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to Coffey's requirements, including the risks and other circumstances which may affect a Tender;
- d) in lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether verbal, written, or otherwise made by or on behalf of Coffey other than any statement, warranty or representation contained in the RFT;
- e) it did not use the improper assistance of Coffey's employees or ex-employees, or Commonwealth employees or ex-employees, or information unlawfully obtained from Coffey or the Commonwealth in compiling its Tender;
- f) it satisfied itself as to the correctness and sufficiency of its Tender;
- g) it is responsible for all costs and expenses related to its involvement in the RFT, including:
  - preparation and lodgement of the Tender;
  - any subsequent negotiation;
  - any other action or response in relation to this RFT;
- h) Coffey and the Commonwealth are not responsible for any costs or expenses incurred by the Tenderer or any other person in responding to or taking any other action in relation to this RFT, whether or not Coffey terminates, varies or suspends the RFT process or takes any other action permitted under this RFT,
- i) the Tenderer understands that the selection of a successful Tenderer and/or Subcontractor must have DFAT agreement before Coffey can award a contract for the Activity and that DFAT reserves its rights to accept or reject any Tenderer or Subcontractor for any reason; and
- j) the Tenderer will comply with the rules set out in this RFT and as applicable to the Short Term Awards.

#### **5. Right to Conduct Security, Probity and Financial Checks**

Coffey, in its absolute discretion, reserves the right to conduct such security, probity and/or financial checks on Tenders and/or Tenderers for the purpose of evaluating Tenders to this RFT or any other stage of the Tendering process for the services described in this RFT, as it deems necessary.

#### **6. Coffey's Rights**

Without limiting its rights at law or otherwise, without incurring any liability for any costs, losses or expenses or damages incurred by any Tenderer or Tenderers and without any obligation to inform any affected Tenderer or Tenderers of the grounds for such action, Coffey reserves the right in its absolute discretion at any time to:

- a) subject to the RFT, evaluate Tenders as Coffey sees appropriate in the context of its requirements;
- b) cease to proceed with the process outlined in this RFT or any subsequent process;
- c) suspend or vary the process or any part of it;
- d) require additional information or clarification from any Tenderer or anyone else or provide additional information or clarification to any Tenderer;
- e) call for new Tenders;
- f) accept or reject any Tender that does not comply with this RFT; and
- g) add to, alter, delete or exclude any services to be acquired by Coffey.

## **7. Contracting Entity with Coffey**

Coffey intends to contract with one legal entity only. Tenderers must provide detailed information on services proposed to be sub-contracted and will be expected to take full responsibility for all sub-contracted services.

## **8. Purchasing of Goods and Services**

In its purchasing of goods and services, the appointed Contractor will be required to comply with Commonwealth Procurement Rules in order to achieve “value for money” through “open and effective competition” in the selection of suppliers. In addition, the Contractor will be required to follow Coffey’s procedures as set out in the Contract and its Scope of Services. All procurement processes must be carefully documented. The Contractor will be liable to audit by Coffey or its nominee to ensure adherence to these principles. The sub-contractor must comply with Australian copyright law.

## **9. Relationship with Tenderers**

Coffey is not bound contractually or in any other way to any Tenderer by this RFT.

## **10. Tender Validity**

Tenders are accepted on the basis that they are valid for ninety (90) days from the closing date for receipt of Tenders.

## **11. Contract Format**

Coffey intends to enter into negotiations for a subcontract agreement with the preferred Tenderer. These negotiations will be on the basis of a Contract including fixed and reimbursable cost components. The contract also provides for payments made against the achievement of measurable milestones for the delivery of defined outputs.

Coffey is responsible for ensuring that the Commonwealth obtains value for money through the subcontracting process.

A copy of the draft Contract is attached at Part F. This Contract will be tailored to meet the specific requirements of the relevant AAI Short Term Awards.

## **12. Disclosure of Information Provided by Tenderers**

Coffey’s selection process for services is conducted in accordance with Commonwealth Procurement Rules. For the purpose of assessing Tenders, Coffey is required to pass Tenders to Commonwealth Government Departments and Agencies as Coffey sees fit and to

relevant Ministers and Parliamentary Secretaries. It is a Coffey policy not to divulge to one Tenderer information that has been provided in-confidence by another.

Tenderers should note that the *Freedom of Information Act 1982 (The Act)* gives members of the public rights of access to official documents of the Commonwealth Government and its Agencies. *The Act* extends, as far as possible, rights to access information in the possession of the Commonwealth Government and its Agencies, limited only by considerations for the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

### **13. Technical Assessment**

Coffey will rank Tenderers on the basis of technical and price assessments.

A Technical Assessment Panel, chaired by the Australia Awards Indonesia Short Term Awards Adviser, will assess each submission using the criteria as set out in this RFT (e.g. *Capacity and training experience, Response to course specification and Core Personnel*). The Technical Proposal of each submission will be worth 80% of the total assessment score and will be assessed separately to consideration of the Financial Proposal.

The result, together with any other factors relevant to the selection, will be taken into account by Coffey in deciding on the selection of the preferred Tenderer and/or award of Contract.

Tenderers should be aware that DFAT must approve the selection of the successful Tenderer before any contract can be awarded.

### **14. Financial Assessment**

Following the technical assessment, the Financial Proposal of each submission will be assessed using the criteria set out in this RFT (e.g. *Core personnel course design cost, Core personnel course delivery cost, Fixed Management Fee*). The Financial Proposal will be worth 20% of the total assessment score.

At any time before a Contract is awarded, a Tenderer must, if requested to do so by Coffey, make available for inspection by Coffey or persons appointed by Coffey, all financial records including accounts, profit and loss statements, balance sheets and other relevant information to enable an assessment to be made as to the financial capacity of a Tenderer to undertake the Activity. The Tenderer will allow copies to be made of any such records.

### **15. Contract Negotiations**

Coffey will conduct contract negotiations only with the person identified in the Tender with the authority to negotiate and conclude a Contract on behalf of the preferred Tenderer.

In the event that Coffey is unable to satisfactorily conclude contract negotiations with the preferred Tenderer, Coffey reserves the right, at its sole discretion, to terminate the negotiations and enter into Contract negotiations with the next ranked Tenderer(s).

Coffey expects the Contract negotiations to be concluded within a reasonable period of time, no longer than four (4) weeks.

Coffey reserves the right to negotiate with the most favourable tenderer should it be deemed that 'the offering prices are unreasonable or greater than the targets set in the planning process' as per Commonwealth Procurement Rules.

### **16. Award of Contract**

Any Contract resulting from the Tender process outlined in this RFT is subject to:



- a) The negotiation of a mutually acceptable Contract based on the draft Contract at Part F of this RFT. This draft Contract will be tailored to the meet the specific requirements of the AAI Short Term Awards.

## **17. Coffey Payment Policy**

Tenderers should note that it is Coffey policy to pay accounts in arrears on the due date specified in the agreement with the supplier. Coffey's standard terms are payment thirty (30) days from the acceptance of goods or services and the receipt of a correctly rendered invoice (and subject to the delivery of outputs against specified milestones to Coffey's satisfaction). Payment, however, does not mean that Coffey necessarily accepts that the work meets that milestone and Coffey reserves its rights to full reimbursement if DFAT does not accept that a milestone has been reached which justifies payment.

## **18. Addenda**

**Interested parties are required to register their intention to submit a Tender no later than 5.00pm local time in Adelaide, 30 January 2017.**

Those parties who have registered their intention to submit a Tender by this time and date will be provided with all Addenda to the RFT and the AAI Short Term Awards Guidelines. Parties who have not registered their intention to submit a Tender by this time and date will not receive Addenda to the RFT issued. Registrations of an intention to submit a Tender should be transmitted via email to [james.finnie@coffey.com](mailto:james.finnie@coffey.com)

Registration can be made by providing the following information:

- name of organisation;
- name of contact person; and
- full contact details for receipt of Addenda.

The requirement to provide an intention to submit a Tender will not impose any obligation on any interested party to actually submit a Tender.

## **19. Deed of Novation**

The selected Tenderer will be required to execute a Deed of Novation and Substitution, in the appropriate form, to ensure the rights of DFAT, in the event of DFAT issuing a note of substitution, at the time of executing the contract.

# **P a r t B**

## **Tender Requirements**

## Part B – Tender Requirements

Prospective Tenderers are to read this statement of Tender requirements carefully. At Coffey's sole discretion, non-conforming Tenders may not be accepted.

### 1. Tender Particulars

<b>1.1 Issue of RFT</b>	<b>Monday 16 January 2017</b>
<b>1.2 Closing date for confirmation of intent to submit Tender</b>	<b>5.00pm local time in Adelaide</b> <b>Monday 30 January 2017</b>  <i>Note: Only confirmed Tenderers will receive the AAI Short Term Awards Guidelines and any addenda to the RFT.</i>
<b>1.3 Closing date for questions on the RFT</b>	<b>5.00pm local time in Adelaide</b> <b>Monday 6 February 2017</b>  <i>Note: All queries pertaining to the RFT must be sent to: <a href="mailto:Colin.Fuller@coffey.com">Colin.Fuller@coffey.com</a> before this closing time.</i>
<b>1.4 Closing date for submission of Tender</b>	<b>5.00pm local time in Adelaide</b> <b>Tuesday 14 February 2017</b>  <i>Note: Late submissions will not be considered unless the delay is solely due to Coffey mishandling.</i>
<b>1.5 Mode of submission</b>	Email submission to <a href="mailto:james.finnie@coffey.com">james.finnie@coffey.com</a> before the Tender submission closing time.
<b>1.6 Number of Copies of Tender</b>	One (1) electronic (.pdf) file of the Technical Proposal including all required annexes.  One (1) electronic (.pdf) file of the Financial Proposal.
<b>1.7 Page limits</b>	Technical Proposal: maximum of six (6) pages plus Annexes as follows: Annex 1 – Organisation's Experience, maximum of three (3) description sheets (must not exceed one A4 page each) Annex 2 – Curricula Vitae, maximum of three (3) pages for each person. Annex 3 – Draft Course Program, maximum of two (2) pages. Annex 4 – Statutory Declaration (use the template provided)
<b>1.8 Other Tender Requirements</b>	<ul style="list-style-type: none"> <li>The lead Tenderer <u>must</u> be a Registered Training Organisation (RTO) in Australia or an Australian tertiary institution as defined in the <i>Higher Education Support</i></li> </ul>

	<p>Act, 2003 Table A, B and C.</p> <ul style="list-style-type: none"> <li>• Tenders are to be submitted in the name of the entity with which Coffey would enter into contract and include the name of the person authorised to negotiate and conclude contract.</li> <li>• The Coffey or DFAT logo is not to appear on any Tender documentation.</li> </ul>
<b>1.9 Tender outcome notification date</b>	22 February 2017 (this may change at Coffey's discretion)
<b>1.10 Expected mobilisation date for course delivery</b>	<ul style="list-style-type: none"> <li>• 3-day pre-course workshop in Indonesia (location TBC) on <b>5–7 April 2017</b> (date TBC)</li> <li>• 2-week course in Australia will take place on <b>24 April–5 May 2017</b> (TBC with the preferred tenderer, participants arrive in Australia on 22 April and depart on 5 February)</li> <li>• 3-day post-course workshop in Indonesia on <b>29–31 August 2017</b></li> </ul>

## 2. Tender Format

Coffey's requirements with respect to the format of Tenders are as follows:

- Tenders are to be submitted in the name of the entity with which Coffey would enter into the contract and include the name of the person authorised to negotiate and conclude a contract.
- The font type is to be Arial, no smaller than 10 point and in single column format.
- The Coffey or DFAT logo is not to appear on any Tender documentation.
- The financial component of the Tender is to be submitted as a separately sealed attachment.

## 3. Tender Contents

### TECHNICAL PROPOSAL (one separate PDF file)

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

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

The Technical Proposal must substantively and individually address the selection criteria and be no more than six (6) A4 typewritten pages (including tables, diagrams, notes and references but excluding annexes).

- **Technical Proposal Annexes**

The following annexes must be submitted in the format as requested at Part D:

- Annexure 1 – Organisations Experience
- Annexure 2 – Curricula Vitae

- Annexure 3 – Draft Course Program
- Annexure 4 – Statutory Declaration

#### **FINANCIAL PROPOSAL (one separate PDF file)**

This component of the tender is to include fully costed firm quotes in Australian dollars at current prices valid for ninety (90) days from the closing date for the receipt of Tenders.

The title of the file and the spreadsheet must clearly indicate “**Financial Proposal**”. The document must include the Tenderer’s contact person and contact details and must not contain Coffey or DFAT logo.

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

Schedule 1: Personnel Course Design Cost

Schedule 2: Key Personnel Course Delivery Cost

Schedule 3: Fixed Management Fee

Schedule 4: Financial Proposal Summary

#### **4. Lodgement of Tenders**

Tenders must be submitted no later than the time indicated in Tender Particulars above.

Tenders are to be submitted separately in electronic format either as a Word file or PDF. Submissions should be transmitted via email to: [james.finnie@coffey.com](mailto:james.finnie@coffey.com)

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

Late submissions will not be considered unless the delay is solely due to the mishandling of Coffey.

**P a r t C**  
**Scope of Services**

## Part C –Scope of Services

### 1. Activity Identification

1.1	<b>Client</b>	Coffey International Ltd (Coffey)
1.2	<b>Program</b>	Australia Awards Indonesia (AAI) – Short Term Awards
1.3	<b>Short Term Award title</b>	<b>Strengthening E-Procurement in Indonesia</b>
1.4	<b>Course duration and proposed delivery dates</b>	<p>This course consists of the following inputs:</p> <ul style="list-style-type: none"> <li>• 3-day pre-course workshop in Indonesia (location TBC) on <b>5–7 April 2017</b> (date TBC)</li> <li>• 2-week course in Australia will take place on <b>24 April–5 May 2017</b> (TBC with the preferred tenderer, participants arrive in Australia on 22 April and depart on 5 February)</li> <li>• 3-day post-course workshop in Indonesia on <b>29–31 August 2017</b></li> </ul>
1.5	<b>Number of participants</b>	25
1.6	<b>Course provider conditions for participation</b>	The lead Tenderer <b>must</b> be a Registered Training Organisation (RTO) in Australia or an Australian tertiary institution as defined in the <i>Higher Education Support Act, 2003</i> Table A, B and C.

### 2. Contract Details

2.1	<b>Delivery</b>	Tasks must be performed by a qualified and competent team in Australia and Indonesia: including the 2-week course in Australia and the pre-course and post-course workshops in Indonesia.
2.2	<b>Contract Type</b>	<p>Sub-contract agreement to be negotiated between Coffey and the lead Tenderer.</p> <p>The sub-contract agreement will include all activities detailed in Section 6 with the exception of post-course outcome level M&amp;E activities (Section 6.6) in line with the head contract end date.</p>
2.3	<b>Basis of Payment</b>	<ul style="list-style-type: none"> <li>• Fixed management fee</li> <li>• Core personnel course design fee</li> <li>• Core personnel delivery fee and</li> <li>• Reimbursable expenses (e.g. actual costs incurred in delivery of the course as per an agreed budget including accommodation, transport, allowances, etc.) – Reimbursable budget is negotiated with the preferred tenderer</li> </ul>

### 3. Program background and intended outcomes

3.1	<b>Background</b>	The Australia Awards are prestigious international Scholarships and Short Term Awards funded by the Australian Government. They offer the next generation of global leaders an opportunity to undertake study, research and professional development in Australia. Short Term Awards are a key component of the Australia Awards Indonesia program.
3.2	<b>Goals &amp; Purpose</b>	The goals and purpose of Australia Awards Indonesia are underpinned by clearly defined program outcome groups relating to the benefits gained by the Indonesian alumni through the award experience. These include: <ul style="list-style-type: none"> <li>• The alumni's use of knowledge, attitude and skills to influence their professional fields and communities</li> <li>• The linkages between the alumni and Australian organisations, Australians</li> <li>• The positive perceptions that Alumni have of Australia and Australians</li> </ul>
3.3	<b>Outputs</b>	All courses delivered under AAI are required to provide assessment against the following outputs: <ul style="list-style-type: none"> <li>• Course meets awardee learning and development needs</li> <li>• Course results in new learning, networking opportunities with Australians and exposure to Australian organisations</li> </ul>

### 4. Course details

4.1	<b>Background</b>	<p>Indonesia has an ambitious road map to optimise e-government by 2019 whereby 90% of the government institutions and district level governments are connected to the e-government system. Since 2015 the government has been integrating e-applications, ramping up ICT infrastructure and removing constraining regulations for the implementation of e-government. The Indonesian e-government roadmap is based on four approaches: citizen-oriented development, continuous improvement, collaborative process, and connection through multi-channel access. In 2013 and 2014 the Indonesian government invested USD4bn in infrastructure and ICT penetration. The available fibre optic is more than 50,000 km long, and the number of internet subscribers now exceeds 71 million. Active mobile telephone owners are 290 million. Despite the massive infrastructure development and extensive ICT penetration, Indonesian e-government still faces challenges in harmonising the different e-government platforms in the regions and implementing systemic change in e-government systems across agencies.</p> <p>To better respond to these needs, the course is offered to five key agencies: the Ministry of the State Secretariat, Ministry of Maritime and Fisheries, Ministry of Communication and Informatics, Ministry of Health, and National Public Procurement Agencies (LKPP). The course provides opportunities to benchmark how ICT-based government services (particularly in e-procurement) can deliver better results to citizens and private businesses by increasing efficiency through broader access</p>
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		across government agencies. The five key ministries and their relevant directorates will be invited to nominate candidates and senior representatives will be invited to attend and deliver presentations at the pre and post-course workshops.
4.2	<b>Purpose</b>	The purpose of the course is to improve the work of participating Indonesian ministries in implementing e-government systems to facilitate e-procurement of services and goods. The use of Information and Communication Technology (ICT) at government organisations in Indonesia is considered to increase transparency and accountability of the budget process, while simultaneously delivering and maintaining better public services.
4.3	<b>Objectives and outcomes</b>	<p>The core focus of the course is to benchmark and share ideas on e-procurement solutions for public sector services, including stakeholder engagement, intergovernmental integration and cooperation between agencies. This focus is in accordance with the Indonesian Presidential Instruction Number 3/2013, which focuses on developing reliable, trustworthy and affordable public services, reforming government systems, management and business process, optimising the use of ICT for public-private partnerships, increasing human resource development on ICT and assisting with bureaucratic reform using technology. The course focus is also in line with the Indonesia – Australia Comprehensive Economic Partnership Agreement (IA-CEPA) negotiations.<sup>2</sup></p> <p>The course objectives are detailed below in Section 4.4. Other objectives are that the alumni use the gained knowledge, attitude and skills to influence their professional fields and communities. The course also aims to create professional linkages between the alumni, Australian organisations and Australians and develop positive perceptions of Australia and Australians.</p> <p>The course has been identified through consultations with Indonesian ministries, DFAT and Austrade. The learning objectives presented in Section 4.4 were identified through the consultations. <b>Further refinement of the objectives will occur after the participant selection has been finalised and during the pre-course workshop.</b></p>
4.4	<b>Course topic areas/learning objectives</b>	<p>To aid in the course curriculum development, the below objectives and priority needs of the targeted participants have been identified. The learning objectives of the course are participants' improved skills and ability to:</p> <ul style="list-style-type: none"> <li>• Understand the foundations of e-government and e-governance including theories, methods and frameworks</li> <li>• Understand the strategies and policies for ICT-enabled public administration overhaul</li> <li>• Understand and optimise cooperation between agencies through the use of ICT</li> <li>• Understand information governance (strategies, information sharing practices, privacy practices)</li> <li>• Understand e-procurement policy, strategy and implementation practices</li> <li>• Analyse the performance and accountability of e-procurement in the public sector</li> <li>• Analyse existing and proposed e-procurement systems in selected ministries</li> </ul>

<sup>2</sup> <http://www.bkpm.go.id/en/publikasi-investasi/detail/berita-kegiatan/indonesia-to-focus-on-digital-economy-services>

		<ul style="list-style-type: none"> <li>• Benchmark e-procurement procedures and guidelines</li> <li>• Understand the system of Contract Management to support better e-procurement</li> </ul>
<b>4.5</b>	<b>Course Assessment</b>	<ul style="list-style-type: none"> <li>• As part of the course, participants will plan and implement an Award Project (individual or small group). The topic of the Project is approved by the supervisor. During the program there will be regular review and integration sessions to make sure that the content and processes of the program are meeting the learning needs and the development of the Project;</li> <li>• In the weeks following the course participants will formally report back on the progress of their Award Projects. Participants will also complete a reflective essay describing what has been achieved so far and any challenges faced. A post-course workshop will be held in Indonesia;</li> <li>• Organisation partners will be involved in the monitoring and evaluation of the Award Projects. These organisations will also provide support to participants to plan, develop and implement their Projects and report on the participant's contribution to the organisation on their return from Australia.</li> </ul>
<b>4.6</b>	<b>Participants</b>	<p>The course will be offered to 25 participants with the following profile. The final participant list will be provided to the preferred tenderer before the pre-course workshop.</p> <ul style="list-style-type: none"> <li>• Staff to Echelon III or middle level managers in relevant field from the Ministry of Maritime and Fisheries, Ministry of Communication and Informatics, Ministry of State Secretariat, Ministry of Health, and National Public Procurement Agencies (LKPP);</li> <li>• Involved in e-procurement policy development and in implementation, consulting and advisory roles related to e-procurement;</li> <li>• Participant selection endorsed by the supervisor (where relevant);</li> <li>• Commitment to prepare and implement a development project (Award Project) as part of the course;</li> <li>• Commitment to engage actively and foster networks with multiple stakeholders, including in Australia and Indonesia;</li> <li>• Commitment to facilitate the transfer of learning from the course with colleagues and peers;</li> <li>• Minimum English proficiency level equivalent of IELTS 5.0 (TOEFL 500) where possible.</li> </ul> <p>Gender equity will be a consideration and encouraged but not a constraint, given that participants are selected by position and position responsibilities. Australia Awards will convene an internal selection panel to review applications and select participants based on merit against the above participant profile.</p>
<b>4.7</b>	<b>Location</b>	<p>The course provider will be selected through an open tender process. The specific location(s) of the course delivery depends on the preferred tenderer's tender proposal. Usually, the majority of the training takes place in one location, but may include visits to other locations for benchmarking and networking opportunities, meetings and site visits.</p>

4.8	<b>Teaching / learning approach</b>	<p>To achieve these outcomes, the proposed short term award offers a structured learning process for participants that will utilise a range of learning methodologies: classroom sessions, case studies, discussion, planning sessions, simulations and role plays, benchmarking current initiatives and frameworks, networking events and site visits to relevant agencies. It is also expected that there is a significant program of networking activities.</p> <p>The Award Project model is used across all Australia Awards Indonesia Short Term Awards (participants develop a project, conduct required analyses, present the project at pre-course workshop, further develop the project during the course and present the implemented project at the post-course workshop).</p> <p>If required, all material will be made available in Bahasa Indonesia. If required, consecutive (simultaneous preferably if available) interpretation is provided throughout the award to support the participants. The need for translation and interpretation will be determined after the participant selection has been finalised.</p>
4.9	<b>Certification</b>	The course provider will award the participants with a Certificate of Completion or Certificate of Attainment.

#### 5. Financial details

5.1	<b>Funding of courses</b>	<p>The preferred tenderer is to submit a <i>Course Budget</i> using a template provided by AAI. The <i>Course Budget</i> will be prepared in conjunction with Coffey during contract negotiations.</p> <p><b>Important note:</b> The Financial Proposal submitted by the Tenderers forms part of the like for like price assessment of this RFT. Reimbursable costs do not form part of the like for like price assessment of this RFT. <u>Tenderers are not to include any of the reimbursable costs as part of their financial proposal.</u> Reimbursable budget will be negotiated with the preferred tenderer and will be included in the initial sub-contractor agreement.</p>
5.2	<b>Invoicing and payment</b>	Coffey shall pay the Contractor the Service Fees in instalments known as Payments (based on outputs as summarised below). The Payments will be payable to the Contractor progressively, on Coffey's acceptance of the satisfactory completion of identified outputs and a correctly rendered invoice. Where a Payment is to follow acceptance of a report, Coffey shall not be obliged to make full payment until all of the outputs to be achieved by the Contractor in the period covered by the report have been achieved to its satisfaction. Payments will be paid within thirty (30) days of acceptance by Coffey of the input/outputs being completed to its satisfaction as summarised below: Further detail is provided in the Draft Contract provided as Part F of this RFT.
5.3	<b>Value for money</b>	Most aspects of the funding of courses are developed in conjunction with Coffey using the standard costing template ( <i>Course Budget</i> ) included in the sample contract (attached to this RFT document). Many costs incurred are reimbursable so that providers can be assured that they do not carry major financial risk in conducting the courses. However, within their submissions Tenderers are asked to provide information that will assist Coffey to determine value for money of the tender bid (e.g. fixed management fee to design and deliver the course, core personnel course design cost, core personnel course

	delivery cost).
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## 6. Services to be provided and specific tasks

### 6.1 Overview of tasks

Course providers are responsible for:

- Designing, delivering, monitoring, evaluating and reporting on the course for 25 selected Indonesian nationals.
- All aspects of the activity from course design through to recipients' course completion. Responsibility resides with the course provider from the time of the group arrival at the international airport in Australia to their departure from Australia. It includes: arranging and supervising accommodation; organising and procuring participant health insurance; briefing the participants on arrival; provision of required course material and info packs; payment of allowances; domestic transport; other logistics; welfare and recreation activities; organising and managing interpreting and translation services as required; course venues and site visits; excursions and practical activities; contracting of experts and guest lecturers; and the identification of site visit hosts. The provider is also responsible for the delivery of the pre- and post-course workshops in Indonesia.

Coffey is responsible for:

- Liaison with the agencies to complete the selection of participants and identify the detailed learning objectives; pre-departure arrangements and briefings in Indonesia; administrative arrangements (venue, participant travel and accommodation bookings) for the workshops in Indonesia; the preparation and payment of participants' international travel; and the arrangement of Australian visas for the participants.

The various component tasks associated with the course providers responsibilities are set out in the following sections. Coffey has developed *AAI Short Term Award Guidelines* that assist with many of these responsibilities including any set required service levels. These Guidelines will be provided to Tenderers who register their intent to submit a tender.

**Tenderers please note – the majority of these tasks are covered under the reimbursable component of the negotiated Course Budget with the preferred tenderer. Accordingly, Tenderers are not required to cost these tasks as a part of their financial management fee and core personnel design and delivery fees.**

### 6.2 Pre-course preparation

The contracted course provider will:

- Work cooperatively with the AAI Short Term Awards Adviser to clarify and discuss the course and participant requirements, finalise delivery dates and make all prior arrangements for venues, logistics, domestic travel, etc.;
- Employ a Course Designer (this can be allocated to the Course Leader or these two roles can be separate, please indicate this preference in the tender proposal) to lead the design of a flexible and experiential program (including teaching, learning and site visits) that responds to the course details included in Section 4 of the Scope of Services. This includes development of the *Course Budget* and *Final Course Program*;

	<ul style="list-style-type: none"> <li>• Develop a budget for the course using the <i>Course Budget</i> template and supply this in MS Excel format for approval by Coffey;</li> <li>• Design the 3-day pre and 3-day post-course workshops in Indonesia and the 2-week course in Australia and include the nomination of core team members with the requisite skills and experience. Tenderers may outline their preferred approach to the pre and post-course workshops as part of their technical proposal. When determining this approach, tenderers should consider the potentially limited English language ability of awardees, as well as the need to ensure local contextualisation and continuity between in-Australia and in-Indonesia activities;</li> <li>• Identify and sub-contract suitable experts, guest lecturers, interpreters, site visit organisations, etc. to ensure a varied and contextualised learning experience;</li> <li>• Prepare course materials;</li> <li>• If required, conduct pre- and post-course tests (this will be negotiated with the successful Tenderer);</li> <li>• Consult with participants at the pre-course workshop to identify current participant expertise to determine the entry point for the course design;</li> <li>• If requested, conduct a participant English language competence assessment to determine the level of interpreting and translation required for course participants (this will be negotiated with the successful Tenderer);</li> <li>• Develop specific pre-departure briefing material on the course and location. This material will be emailed to participants in advance;</li> <li>• Develop a short orientation program and welcome packs (maps, SIM cards etc.) for the participants on arrival;</li> <li>• Arrange for the provision (and translation as required and within the agreed budget) of multiple copies of all relevant documentation including, any copies of PowerPoint presentations, notes and session summaries utilised by presenters. Coffey is to be provided with copies of all documents issued or presented to participants;</li> <li>• Have contingency plans in place to vary the program if required if mobilisation is delayed and also when participants arrive in Australia.</li> </ul>
6.3	<p><b>Delivery</b></p> <p>The contracted course provider will:</p> <ul style="list-style-type: none"> <li>• Employ a Course Leader to manage the delivery of the course and ensure the course is delivered according to contractual requirements and the Scope of Services;</li> <li>• Strategically manage components of the course through effective coordination with the AAI Short Term Awards Adviser;</li> <li>• Manage participants from pick up at the international airport in Australia until course completion. Providers will be responsible for managing participants 24 hours a day, 7 days a week and need to budget to allocate staff accordingly;</li> <li>• Meet the group on arrival at the nominated airport in Australia, and arrange transport to accommodation;</li> <li>• Provide an arrival orientation in Australia on the course and team, study and nearby facilities; anticipated course attendance/study behaviours, participant accommodation and local area and transport, Australian cultural norms, per diem amounts and payment arrangements, health insurance and medical care assistance, academic and welfare support mechanisms and; communications and IT;</li> </ul>

	<ul style="list-style-type: none"> <li>• Manage delivery of the agreed teaching and learning program including supervision of support and academic staff, maintaining flexibility of arrangements and adjusting content as new needs and issues emerge;</li> <li>• Actively and continuously facilitate participant learning through review sessions, discussions, small group sessions and the application of adult learning principles;</li> <li>• Deliver the workshops in Indonesia as identified above. Australia Awards team will make the logistical and administrative arrangements for the pre and post-course workshops. The provider will provide the trainer and develop the content and material;</li> <li>• Ensure recipients complete the required planning phase of the Award Project prior to return to Indonesia and that they implement their Award Project after they return back to work and get their supervisors' approval of the implementation of the Project by the completion of the post-course workshop in Indonesia;</li> <li>• Employ an Interpreter (details to be negotiated during contract negotiations) during the delivery of all course sessions delivered in English, as well as a back-up or relief Interpreter as required based on contract negotiations and participant requirements;</li> <li>• Translate learning resources as required and within budget;</li> <li>• Provide adequate administrative support and pastoral care including accommodation and catering during course hours for all participants.</li> </ul>
<p><b>6.4</b></p>	<p><b>Logistics</b></p> <p>For all activities in Australia and Indonesia, the course provider will arrange:</p> <ul style="list-style-type: none"> <li>• Per diems to cover living expenses while attending the course as per the <i>AAI Short Term Awards Guidelines</i>.</li> <li>• Travel and health insurance for the duration of the course in Australia</li> <li>• Accommodation during the course in Australia</li> <li>• Transportation to and from the airport, to and from meetings and site visits (excluding participant transportation to and from workshops in Indonesia)</li> </ul>
<p><b>6.5</b></p>	<p><b>Welfare support/pastoral care</b></p> <p>The course provider will:</p> <ul style="list-style-type: none"> <li>• Employ a, preferably female, Bahasa Indonesia-speaking Welfare Officer in Australia to monitor and provide general welfare and health support for Indonesia recipients including orientation and advice on issues encountered. The Welfare Officer is the key liaison between the group and course delivery team. It is recommended that the Welfare Officer be employed on a full-time basis for the duration of the course;</li> <li>• Provide support for participants who fall ill during the course and require medical treatment as per the <i>AAI Short Term Awards Guidelines</i>;</li> <li>• Provide advice to participants on administrative, logistical, health and welfare matters affecting them during their stay in Australia and, where necessary, arrange for professional counselling;</li> <li>• Work with participants to resolve any issues and problems as they arise, and advise Coffey of the issues and resolution strategies as a component of the final report;</li> </ul>

	<ul style="list-style-type: none"> <li>• Arrange for suitable social and recreational activities and excursions for the participants in Australia, within approved budget.</li> </ul>
<b>6.6</b>	<p><b>Monitoring and evaluation</b></p> <p>The course provider will implement Australia Awards Indonesia's Monitoring and Evaluation (M&amp;E) Framework tailored to the course. The reporting and survey templates will be provided to the preferred tenderer. If feasible, the course provider is encouraged to conduct pre and post-course tests at course commencement and completion (if relevant to the topic). The pre and post-tests must be designed to measure changes in participant skills, knowledge and/or attitudes and the extent to which the course met its stated objectives (focusing on course content and competencies, rather than participant self-assessments).</p> <p>At the <b>outcome level</b> this includes post-course M&amp;E activities to assess against the following:</p> <p><i>Ongoing assessment</i></p> <ul style="list-style-type: none"> <li>• Increased public visibility of the Australia Awards in Indonesia. Indicators to include personal, published or official references to the AAI program that imply positive recognition of Australian Government's efforts to support Indonesia's development in the sector</li> </ul> <p><i>Award Project Implementation and Assessment</i></p> <ul style="list-style-type: none"> <li>• Development of new policies and implementation of new practices. Indicators to include the number and type of Award Projects implemented and the level of implementation</li> </ul> <p>The course provider is required to fully cooperate with Australia Awards Indonesia staff involved in the review, monitoring or evaluation of the activity, including providing all M&amp;E documents and results and allocating reasonable time within the course program to provide Coffey and/or delegated stakeholders with access to participants for monitoring and review purposes.</p>
<b>6.7</b>	<p><b>Reporting</b></p> <p>The course provider will:</p> <ul style="list-style-type: none"> <li>• Prepare a <i>Completion Report</i> on the training experience (<u>maximum 15 pages</u>) within four weeks of post-course completion. The report is to include an analysis of the participant satisfaction survey; pre and post test results; information on any issues that have arisen during the delivery of the training program and the strategies adopted in resolving them; and information and data that will assist Australia Awards in Indonesia and Coffey to improve sub-contracting, course specification and training support; analysis of the implementation of the Award Projects</li> <li>• Prepare a <i>Financial Report</i> detailing actual expenditure incurred following the completion of the course and the post-course. In the case of reimbursable costs, documentary evidence of payments made will be submitted to Coffey.</li> </ul> <p>As part of post-course M&amp;E activity and subject to contracting, the course provider will conduct:</p> <ul style="list-style-type: none"> <li>• A pre- and post-course test (if relevant to the course topic) and a post-course survey (AAI template);</li> <li>• Monitoring and evaluation of the Award Project implementation.</li> </ul>
<b>6.8</b>	<p><b>Other requirements</b></p> <p>The course provider will:</p>

- Advise Coffey immediately in any eventuality where the course provider becomes aware that a recipient ceases to attend training sessions, expresses an intention to not return home or shows signs of intending not return home. Where a participant ceases to attend training sessions, the course provider will undertake immediate measures to suspend payments or contributions for living expenses or allowances to the individuals concerned.
- Not issue or release any media statements, photographs, articles, newsletter items or website content without the express written permission of Coffey for each instance. This includes not assisting any media representative to interview any of the participants or to publish an account relating to the course or any of the participants. All photographs taken by the course provider during the course will be deemed to be the intellectual property of Australia Awards and may not be used without written permission of the Coffey Project Manager. Notwithstanding these constraints, positive media promotion is encouraged.
- Comply with the provisions and rates as set out in Australian Government's *Adviser Remuneration Framework* (please see *DFAT website*).
- Comply with the provisions of Coffey's Child Protection Policy



**P a r t D**  
**Selection Criteria and Information Required for Technical  
Assessment**

# Part D - Selection Criteria and Information Required For Technical Assessment

## 1. Technical proposal

Tenderers should submit a technical proposal, up to a maximum of six (6) pages plus required annexes, which substantively and individually address the selection criteria below:

## 2. Selection criteria

Proposals should be presented in the following format. Each category should be addressed individually, considering the following points:

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

The Tenderer must demonstrate:

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

### B. Response to course specification: (50% of the technical assessment)

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

- i. Design the course to enable the achievement of program outcomes as well as course objectives, including how gender equality will be integrated into course content and practical activities. Particular focus will be given to how the training provider will design and deliver the course topics as outlined in the Scope of Services. Consideration will be given to how this is addressed in the proposal and the course outline. (30% of overall technical assessment)
- ii. Design and deliver the course to ensure a balance is achieved between subject knowledge and expertise, and adult learning practices. It is expected that the two areas will be seamlessly integrated to achieve the course outputs (5% of overall technical assessment)
- iii. Design and deliver the post-course workshop in Indonesia. Detail resourcing arrangements to ensure local applicability and contextualisation, as well as continuity between in-Australia and in-Indonesia activities. (5% of overall technical assessment)
- iv. Effectively monitor and evaluate progress towards, and achievement of, individual participant learning outcomes, as well as the overall progress and success of the course against its outcomes and objectives. (5% of overall technical assessment)
- v. Address any identified key challenges in the design and delivery of the course. (5% of overall technical assessment)

### C. Core personnel: (30% of the technical assessment)

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

- i. **Course Designer / Course Leader (can be one or two people);**  
The **Course Designer** is the technical expert who will work with Coffey and other relevant stakeholders to design the course in detail, including liaising with Australian experts and organisations. The Course Designer will be responsible for developing the *Course Plan* and final *Course Program*.  
The **Course Leader** is the technical expert who will lead the course full-time over the period that the participants are in Australia. The Course Leader is also expected to deliver the pre and post-course sessions in Indonesia. The Course Leader will provide the main technical, educational and academic input. He/she will conduct sessions, coordinate inputs from other expert presenters, and make final decisions about the program. He/she also has a major role in facilitating the learning of participants and reviewing progress of the group and individuals.
- ii. **Course Coordinator** - the key administrator who will make all the arrangements for the course (including domestic travel, accommodation and logistics, financial administration, reporting coordination). He/she will be with the group full-time during their time in Australia and will be responsible for the day-to-day management of the course. The person undertaking this role needs to be a proven high level administrator and coordinator, with experience working in a similar role in a cross-cultural environment highly regarded.
- iii. **Welfare Officer** – the person responsible for the welfare of the Indonesia course participants, who provides ongoing advice and welfare support for the participants while in Australia. The Welfare Officer has a role in liaising between the group and the delivery team, where issues or concerns arise. While employed by the course provider, the Welfare Officer has a major responsibility direct to the participants. The Welfare Officer must be a fluent speaker of Bahasa Indonesia and able to develop rapid rapport with the group. It is preferable that the Welfare Officer is female and of Indonesia background with relevant pastoral care experience.

It is expected that the successful tenderer indicates the key specialists identified in the proposal. Substitution of these specialists would require Coffey approval. Terms of Reference for these positions are included in the *AAI Short Term Awards Guidelines*.

### 3. Annexes

The technical proposal should include the following Annexes.

**Please note! The templates for these annexes are in a separate MS Word document provided to the tenderers.**

#### ***Annex 1 – Organisation’s Experience***

This Annex is to contain Description Sheets of only relevant activities which clearly demonstrate the Tenderer's ability to meet the Scope of Services as outlined in Part D. Up to three (3) Description Sheets can be included and must not exceed 1 A4 page each.

#### ***Annex 2 – Curricula Vitae (CVs)***

A summary table (as below) is to be inserted at the beginning of this Annex. The table must not exceed one A4 page.

Position	ARF job level & classification	Name	Nationality	Gender	Brief description of key qualifications, expertise and experience (in bullet points)	Proposed total number of days (including preparation, design, delivery)
Course Leader/ Course Designer	C4					
<i>Additional nominated positions (if applicable)</i>						
<i>Additional nominated positions (if applicable)</i>						
Course Coordinator	A2					
Welfare Officer	A1					

Certified CVs of not more than three pages are to be provided for the Course Leader/Course Designer, Course Coordinator and Welfare Officer. CVs should provide a clear response to the duties outlined above in Part D, Section 2 C Core Personnel.

Coffey regards the withdrawal or substitution of personnel to be grounds for the cancellation of negotiations and reserves the right to consider alternative offers where personnel nominated in Tenders are subsequently not available.

#### ***Annex 3 – Draft Course Program***

A brief description of possible program topics (no more than 2 pages).

#### ***Annex 4 - Statutory Declarations***

Annex 4 is to be completed and signed by the Tenderer.

# Part E - Selection Criteria and Information Required For Price Assessment

## 1. Introduction

Tenderers must submit a Financial Proposal as a part of their Submission.

## 2. Approach to the Financial Proposal

A financial price assessment of those Tenders assessed as technically suitable by the Technical Assessment Panel (TAP) will be undertaken by the TAP for Coffey. Coffey reserves the right to provide the financial component of any Tender to TAP members for their examination in the context of resource adequacy evaluation against the selection criteria in the technical assessment process.

## 3. Limited Information Required for Price Assessment

The final *Course Budget* is negotiated with the preferred tenderer. The financial detail required for the financial proposal (i.e. price assessment) includes the tenderer's management fee and personnel costs as indicated in the *AAI Tender Financial Proposal Schedule 1-4 MS Excel spreadsheet* (provided to the Tenderers).

**Please note** - Reimbursable costs associated with the course delivery (i.e. Part B of the *Course Budget, sample of the Course Budget is included in the attached sample contract*) **are not to be included as part of the financial proposal**. These costs will be negotiated with the preferred tenderer as part of the contract negotiations process in line with the mandated service levels.

## 4. Content of Financial Proposal

Within the Financial Proposal Tenderers must address the criteria as set out in the table below. These criteria will be used to make a like-for-like financial comparison.

Financial Proposal Criteria
<p><b>Schedule 1: Core personnel course design cost</b></p> <p>Personnel costs for the design of the course, expressed as number of person days at a daily rate (i.e. cost of the Course Designer/s). The Tenderer needs to make an assessment of the number of person days required to design the course. This may be completed by one person or more. The work may be done part-time or full-time. Tenderers must provide details in Schedule 1: Fixed core personnel costs for design of course.</p> <p>Personnel costs must be aligned to the <i>DFAT Adviser Remuneration Framework (please see DFAT website)</i>. Premium remuneration rates are not applicable to this tender. Individuals are not to be costed at the MRP rates, unless previously approved by the Australian Government.</p>
<p><b>Schedule 2: Core personnel course delivery cost</b></p> <p>Core personnel costs for the delivery of the course, expressed as number of person days at a daily rate for each of the four key delivery positions. Each of these positions must include a nomination of one person only. Tenderers must provide details in Schedule 2: Fixed core personnel costs for delivery of course.</p> <p>The number of days used to calculate these costs will normally be greater than the actual days of course delivery. Both the Course Leader and Course Coordinator will need to work some additional days on pre-course administration and logistics, post-course administration, preparing the Activity Completion Report and Financial Summary, etc. Tenderers need to make their own assessment of how many person days will be required to undertake these tasks. Noting that this</p>

component forms part of the like for like assessment.

Personnel costs must be aligned to the *Adviser Remuneration Framework*. Premium remuneration rates are not applicable to this tender. Individuals are not to be costed at the MRP rates, unless previously approved by the Australian Government.

### **Schedule 3: Fixed management fee**

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

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

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

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

- Schedule 1: Personnel Course Design Cost
- Schedule 2: Key Personnel Course Delivery Cost
- Schedule 3: Fixed Management Fee
- Schedule 4: Summary of Unit Costs for Coffey Price Comparison.

Please note! The tables are included in the *AAI Tender Financial Proposal Schedule 1-4 Excel spreadsheet provided to the Tenderers.*

Tenderers must complete all schedules showing their firm quotations in whole Australian dollars (\$AUD). Coffey requires these calculations for the purposes of disaggregating and checking the accuracy of Tenderers' total financial assessment figure. Only the final figure provided at Schedule 4 will be subject to the financial price assessment.

Tenderers should note that inaccurate or inconsistent calculations in the financial component of any Tender may, in Coffey's sole discretion, be grounds for Coffey to deem that Tender non-conforming and exclude it from further consideration under the RFT process.

#### **4. Retention of Price Component of Tenders by Coffey**

The financial components of all Tenders, including those not considered technically suitable, will be retained by Coffey.

#### **5. Escalation**

There is no provision for escalation.

#### **6. Goods and Services Tax (GST)**

Refer to clause 15 and 16 of the draft Contract.

**P a r t F**  
**Draft Contract**



COFFEY INTERNATIONAL DEVELOPMENT PTY LTD  
("COFFEY INTERNATIONAL DEVELOPMENT")

- and -

**COFFEY WILL INSERT THE NAME OF THE RTO**

SUBCONTRACTOR AGREEMENT

COMPANY

Australia Awards Indonesia: Short Term Award

**COFFEY WILL INSERT THE TITLE OF THE SHORT TERM AWARD**



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### **Annexes**

A	THE SCHEDULE
B	TERMS OF REFERENCE
C	SECURITY PROCEDURES
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E	PERSONAL PARTICULARS

THIS AGREEMENT is made **COFFEY WILL INSERT THE DATE**

BETWEEN **COFFEY INTERNATIONAL DEVELOPMENT PTY LTD**  
ACN 007 889 081 of 33 Richmond Road, Keswick, South Australia, 5035  
("COFFEY INTERNATIONAL DEVELOPMENT")

AND **COFFEY WILL INSERT THE NAME AND DETAILS OF THE RTO**  
("Contractor")

**RECITALS**

- A. Coffey International Development carries on the business of a management consultant and international project manager. Australia Awards Indonesia is managed by Coffey International Development on behalf of the Australian Government.
- B. In the course of its business, Coffey International Development engages the specialist services of various consultants (as contractors) specifically in connection with the Project described in the Schedule.
- C. The Contractor carries on the business of a specialist consultant in the field specified in the Schedule.
- D. Coffey International Development engages the Contractor to provide the Services and the Contractor agrees to provide the Services on the terms of this Agreement.

**THE PARTIES AGREE** as follows:

**1. Recitals**

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

**2. Interpretations and definitions**

In this Agreement, unless required by the context or unless stated otherwise:

- 2.1 A reference to one gender includes the other genders; reference to a person includes an incorporated body or other association of persons or a governmental agency and vice versa; the singular includes the plural and vice versa.
- 2.2 Headings are for convenience of reference and will not affect the interpretation of this Agreement.
- 2.3 This Agreement is written in plain English as far as possible. Its terms are to be interpreted so as to give efficacy to the parties' agreement. No rule resolving a doubt as to interpretation against the party preparing this Agreement will apply. The specific provisions will not limit the interpretation of general provisions.
- 2.4 A reference to costs includes legal costs on a full indemnity basis.
- 2.5 In this Agreement where a word or phrase is given a particular meaning other parts of speech or grammatical forms of that word or phrase have corresponding meanings.
- 2.6 A reference to writing is to be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form.
- 2.7 This Agreement binds the parties' respective heirs, successors, legal personal representatives and assigns.
- 2.8 "Agreement" means this agreement and all schedules, annexures and other documents as may be incorporated by reference.

- 2.9 “Claim” means any claim, action, proceeding, demand, cost, damage, loss, expense or liability of any kind incurred or suffered by, or brought or made or recovered against, a person however arising (whether or not presently ascertained, immediate, future or contingent).
- 2.10 “Client” means the client to whom the Services are provided pursuant to the Head Contract.
- 2.11 “Commencement Date” means, subject to clause 3, the date specified in the Schedule.
- 2.12 “Contract Material” means all material created or required to be developed or created as part of, or for the purpose of performing, the Services, including documents, equipment, information and data stored by any means.
- 2.13 “End Date” means the date this Agreement will expire which date is specified in the Schedule or the date this Agreement is terminated pursuant to clause 19 whichever is earlier.
- 2.14 “FOI Law” means the Freedom of Information Act (Cth) 1982 and any similar legislation.
- 2.15 “Head Contract” means the contract described in the Schedule under which Coffey International Development is (if the Head Contract has been executed as at the date of this Agreement) or would be (if the Head Contract has not been executed as at the date of this Agreement) required to provide services for which Coffey International Development engages the Contractor to provide the Services.
- 2.16 “Intellectual Property Rights” means any patent, copyright, trademark, tradename, design, trade secret, know how or other form of confidential information, or any right to registration of such rights and any other form of intellectual property right whether arising before or after the execution of this Agreement.
- 2.17 “Location” means the location or locations:
- 2.17.1 specified in the Schedule;
  - 2.17.2 reasonably specified by Coffey International Development from time to time; or
  - 2.17.3 at which the Services are to be provided or where the Contractor is required to visit to provide the Services.
- 2.18 “notice” means written notice. “notify” has a corresponding meaning.
- 2.19 “Prior Material” means all material developed by the Contractor or a third party independently from the Services whether before or after commencement of any Services.
- 2.20 “Australia Awards Indonesia Short Course Guidelines” means the Australia Awards Indonesia Short Course Guidelines maintained by Coffey International Development a copy of which has been (or will be) provided to the Contractor.
- 2.21 “Qualified Person” means the person described as such in the Schedule and any other person approved by Coffey International Development pursuant to clause 16.2 of this Agreement being in each case a person employed by the Contractor having qualifications, experience and expertise in providing the Services and which are reasonably acceptable to Coffey International Development.
- 2.22 “Services” means the services described in the Schedule.

- 2.23 “Term” means the term of this Agreement which commences on the Commencement Date and ends on the End Date.

### 3. Term

- 3.1 Subject to clause 3.1 and 3.3, this Agreement commences on the Commencement Date and will continue until the End Date.
- 3.2 This Agreement is subject to:
- 3.2.1 execution of the Head Contract (if as at the date of this Agreement the Head Contract has not been executed);
  - 3.2.2 the Contractor completing and returning to Coffey International Development the application forms set out in Annexure E; and
  - 3.2.3 if required by Coffey International Development, the Employee agreeing to submit to and satisfactorily meeting Coffey International Development Police Character Check standards.
- 3.3 The Contractor acknowledges that the nature of the Services may cause delays in the uplift and/or repatriation of the Contractor and the Qualified Person which may result in cost and inconvenience to the Contractor and the Qualified Person. Coffey International Development will not be liable for that cost or inconvenience.
- 3.4 If:
- 3.4.1 the Head Contract has not been executed as at the date of this Agreement, the date on which the Head Contract is executed by the parties to it will become the Commencement Date (rather than the date specified in the Schedule). Coffey International Development may extend the End Date by a corresponding period by giving notice to the Contractor.
  - 3.4.2 the commencement of the Agreement is scheduled to begin at a date later than the execution of the Head Contract, then the date of commencement will be adjusted to correspond to the actual date of execution of the Head Contract (rather than the date specified in the schedule) by giving notice to the Employee.
  - 3.4.3 there are delays in uplift/repatriation of the Contractor and/or the Qualified Person due to reasons beyond the reasonable control of Coffey International Development, the actual date of uplift/repatriation will become the Commencement Date (rather than the date specified in the Schedule). Coffey International Development may extend the End Date by a corresponding period by giving notice to the Contractor.
- 3.5 Either party may terminate this Agreement immediately by giving the other party notice if:
- 3.5.1 the Head Contract is not executed within 90 days of the date of this Agreement; or
  - 3.5.2 the uplift/repatriation date referred to in clauses 3.3 and 3.4.3 does not occur within 90 days of the date of this Agreement.
- 3.6 Coffey International Development may terminate this Agreement immediately by giving the Contractor notice if the Contractor does not complete and return to Coffey International Development the application forms set out in Annexure E within 14 days of the date of this Agreement.

#### 4. Services

- 4.1 Coffey International Development engages the Contractor to provide and the Contractor agrees to provide the Services on the terms of this Agreement.
- 4.2 For the purposes of providing the Services, the Contractor must make available the Qualified Person.
- 4.3 The Services will be provided at the Location(s). The Qualified Person must perform his/her duties at the Location(s).
- 4.4 The Contractor must perform (and must ensure that the Qualified Person performs) its obligations under this Agreement (including to provide the Services and the Terms of Reference set out in Annexure B) in a professional and timely manner in accordance with this Agreement.

#### 5. Service fee

- 5.1 As consideration for providing the Services, the Contractor's service fees will be as set out in the Schedule.
- 5.2 If additional services to those required under this Agreement are required, the Schedule of Rates contained in the Schedule will be used as a basis of determining additional remuneration.
- 5.3 Coffey International Development will not be required to make the final payment of the Contractor's remuneration under this Agreement until the Contractor has satisfied his/her reporting obligations under Annexure B.

#### 6. Reimbursement of costs

- 6.1 Coffey International Development will reimburse or meet all reasonable travel and accommodation (where applicable) expenses properly incurred by or on behalf of the Contractor in relation to the provision of the Services which expenses are more particularly defined in the Schedule. All additional expenses for which the Contractor wishes to be reimbursed by Coffey International Development must first be approved by Coffey International Development.
- 6.2 Where Coffey International Development provides benefits to the Contractor including without limitation computer, telephone, software, or motor vehicle ("Benefits"), the Contractor must not use the Benefits for purposes other than as expressly permitted by Coffey International Development in the Schedule and the Contractor must at all times keep the Benefits in good working order and secure and in substantially the same condition as they were when first provided to the Contractor (fair wear and tear excepted).
- 6.3 The Contractor must at the End Date hand back possession of the Benefits in good working order and in substantially the same condition as they were when first provided to the Contractor (fair wear and tear excepted).
- 6.4 The Contractor must make good any damage to and must bring the Benefits back to the condition they were in when first provided to the Contractor (fair wear and tear excepted) within 7 days after the End Date. Coffey International Development may at its option make good any damage to the Benefits or bring the Benefits back to the condition they were in when first provided to the Contractor (fair wear and tear excepted) and claim from the Contractor all expenses it incurs (including time spent by its personnel) in doing such work.

#### 7. Contractor's obligations

The Contractor warrants that:

- 7.1 it will (through the Qualified Person) throughout the Term perform its obligations (including providing the Services) in a competent and professional manner and in accordance with this Agreement;
- 7.2 it is able (and the Qualified Person is able) to perform its obligations under this Agreement;
- 7.3 it will and must ensure that the Qualified Person shows the utmost good faith towards Coffey International Development;
- 7.4 it will carry out all its duties (including providing the Services) to a high professional standard and will ensure that the Qualified Person devotes the time specified in the Schedule to perform its duties;
- 7.5 no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement;
- 7.6 it will not (and must ensure that the Qualified Person does not) during the Term hold any other position or engage in any other work which may conflict with the Contractor's duties under this Agreement;
- 7.7 it will not, during the Term, engage (or allow the Qualified Person to engage) in any activity likely to compromise the ability of the Contractor to perform its obligations under this Agreement fairly and independently;
- 7.8 it will immediately disclose to Coffey International Development (and require the Qualified Person to immediately disclose to Coffey International Development) any activity which constitutes or may constitute a conflict of interest;
- 7.9 it will not in any way bring Coffey International Development into disrepute or cause Coffey International Development to be in breach of the Head Contract;
- 7.10 the Services will be performed personally by the Qualified Person unless otherwise agreed in writing by Coffey International Development;
- 7.11 it will follow the principles, general methods and procedure from time to time stipulated by Coffey International Development (including in the Terms of Reference set out in Annexure B) and observe all relevant professional and other standards and procedures;
- 7.12 the Services will be performed in full compliance with all applicable laws, rules, regulations and customs of the Location(s) and it will ensure that its employees (including the Qualified Person) and agents (if any are approved by Coffey International Development) are made aware of and comply with the requirements of this clause 7.12;
- 7.13 the Services at all times be performed in a manner that protects Coffey International Development and the interests of the Client and which maintains and enhances the relationship between Coffey International Development and the Client;
- 7.14 it will not become involved in any way in the political affairs of the Location(s);
- 7.15 it will liaise with, and obtain all necessary consents, approval and authorisations necessary for the performance of the Services;
- 7.16 it will behave (and will ensure that the Qualified Person and all its other employees, agents and contractors behave) in a proper, professional and ethical manner and in a manner that is morally acceptable at the Locations; and
- 7.17 it will strictly comply with the Security Procedures set out in Annexure D;

- 7.18 it will strictly comply (and ensure the Qualified Person complies) with the Code of Conduct set out in Annexure E;
- 7.19 it will strictly comply (and ensure the Qualified Person complies) with the Australia Awards Indonesia Short Course Guidelines; and
- 7.20 it will inform Coffey International Development in writing as soon as practicable of any anticipated problems which may have a significant effect on the costs to Coffey International Development, the delivery of the Services or the Contractor's ability to perform its obligations under this Agreement.

## 8. Information provided

The Contractor warrants that all information given to Coffey International Development orally or in any curriculum vitae, resume or any other document is accurate, is not in any way misleading and discloses all matters relating to the Contractor which should have been disclosed or which would or may affect Coffey International Development's decision to enter into this Agreement and to engage the Contractor and to approve the Contractor and the Qualified Person to provide the Services.

## 9. Indemnity

- 9.1 The Contractor indemnifies and will keep Coffey International Development indemnified from and against any Claim suffered or incurred by Coffey International Development (including in respect of any loss of life, personal injury or disability, loss or damage to property) arising out of:
- 9.1.1 provision of the Services or failure to provide the Services by the Contractor;
  - 9.1.2 any negligence or wrongful act or omission by the Contractor in connection with or incidental to this Agreement;
  - 9.1.3 any breach of this Agreement by the Contractor; or
  - 9.1.4 the presence of the Contractor or any other person present at the request of the Contractor at any Location.
- 9.2 The Contractor acknowledges that it is aware Coffey International Development may be liable under the Head Contract if the Contractor fails to provide the Services in accordance with this Agreement and in compliance with the Head Contract. Without limiting clause 9.1, the Contractor indemnifies Coffey International Development against all Claims it suffers or incurs under the Head Contract as a direct or indirect result of the Contractor failing to satisfy its obligations under this Agreement and/or failing to provide the Services in accordance with the Head Contract.

## 10. Acknowledgement of risk and indemnity

- 10.1 The Contractor acknowledges, it is aware of and voluntarily accepts the risk involved in performing the Services at the Locations and acknowledges that Coffey International Development has little or no control over the working conditions at the Locations.
- 10.2 The Contractor has fully explained those risks to the Qualified Person and the Qualified Person has acknowledged and voluntarily accepted those risks in agreeing to personally provide the Services. The Contractor must fully explain the risks to any other Qualified Person that is approved by Coffey International Development and must obtain an acknowledgement and acceptance similar to that obtained from the current Qualified Person as described in this clause 10.1.

- 10.3 The parties acknowledge that to the fullest extent permitted, the Occupational Health Safety and Welfare Act (SA) 1986 and all similar legislation in other jurisdictions will not apply in relation to this Agreement and the Services to be provided under it.
- 10.4 Coffey International Development will not under any circumstance be liable for (and the Contractor releases and must ensure that the Qualified Person releases Coffey International Development from) any Claim suffered by the Contractor or any other person, the death of or injury to the Qualified Person or any other person as a direct or indirect result of the Contractor and the Qualified Person having to visit or provide the Services at the Locations.
- 10.5 Without limiting any indemnity provided under this Agreement, the Contractor indemnifies and will keep Coffey International Development indemnified against any Claim made against or suffered by Coffey International Development (including a Claim resulting from the death or injury to the Qualified Person or any other person) as a direct or indirect result of the Qualified Person having to visit or provide Services at the Locations, other than any injury or Claim resulting from the death or injury to the Qualified Person caused by a negligent or reckless act of Coffey International.

#### 11. Health examination

- 11.1 Coffey International Development may require the Qualified Person to undergo a medical or other examination prior to the Commencement Date or during the Term. The Contractor will bear the cost of such medical or other examination.
- 11.2 The Contractor will bear the costs of malarial prophylactic measures and other vaccinations that the Qualified Person has prior to the Commencement Date or during the Term at the Locations.

#### 12. Employee liabilities

The Contractor will be responsible for the payment of and indemnifies Coffey International Development in relation to the Contractor's employees' salaries and allowances, including all salaries, allowances and benefits which the Contractor is obliged to pay pursuant to the terms of this Agreement. The Contractor will also be responsible for holiday, sick leave and long service leave entitlement, payroll tax, fringe benefits tax, workers compensation payments, superannuation and other similar obligations and will make all necessary group taxation deductions.

#### 13. Insurance

The Contractor must insure itself and keep itself insured during the Term:

- 13.1 to the fullest extent against liability under all relevant laws and rules requiring such insurance;
- 13.2 for medical and emergency evacuation from any location outside of Australia for the term of the contract; or
- 13.3 as reasonably required by Coffey International Development

and must on demand produce to Coffey International Development's reasonable satisfaction evidence of such insurance.

#### 14. Intellectual property

- 14.1 Subject to Clause 14.2, the title to all Intellectual Property rights in or in relation to Contract Material shall vest upon its creation in DFAT. If required by DFAT, the Contractor must bring into existence, sign, execute or otherwise deal with any document which may be necessary to enable the vesting of such title or rights in DFAT.



- 14.2 It is a material term of this agreement that Coffey International use its best efforts to negotiate a perpetual license to the Contract Material from DFAT to the Contractor (including a right to sub-license) for the purposes of research, education and publication.
- 14.3 Clause 14.1 does not affect the ownership of Intellectual Property in any Prior Material incorporated into the Contract Material, but the Contractor grants to DFAT a permanent, irrevocable, royalty-free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Prior Material in conjunction with the Contract Material. The licence granted under this Clause 14.2 includes the right of DFAT to sub-licence any of its employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Prior Material incorporated into the Contract Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, DFAT. Provided that the Contractor is not in breach of this Contract DFAT grants to the Contractor a permanent, irrevocable, royalty-free, worldwide licence to use the Contract Material for academic purposes including teaching, research and academic publication.
- 14.4 The Contractor warrants that the Contract Material, as provided by the Contractor by DFAT or others does not infringe any moral rights of authors with regards to the rights of attribution and integrity of authorship or the right against false attribution.
- 14.5 The Contractor must ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Contract. Except as may be allowed in 14.2.

## 15. Confidentiality

- 15.1 The Contractor acknowledges that all information obtained in connection with or incidental to the Services is confidential to Coffey International Development.
- 15.2 Subject to clause 15.3, the Contractor must not (and must ensure the Qualified Person does not) use (other than to satisfy its obligations under this Agreement) or divulge such information to any person without Coffey International Development's prior written consent.
- 15.3 Subject to FOI Laws and other laws requiring the disclosing of information or documents, the parties agree that all terms of this Agreement and all other information related to this Agreement, but which are not set out in this Agreement (together "the Confidential Material") are confidential as between the parties and neither party will without the prior written consent of the other disclose any of the Confidential Material to any third party. The reference to a third party does not include consultants to Coffey International Development or Coffey International Development's employees, Directors or Secretary. It will be sufficient for the written consent of Coffey International Development to be given under the hand of one of its Directors, its Secretary or one of its Senior Managers.
- 15.4 The obligation imposed by clause 15.1 will not extend to information which:
- 15.4.1 was rightly in the possession of the Contractor prior to the commencement of negotiations which led to the formation of this Agreement; or
  - 15.4.2 is already public knowledge or becomes so at a future date other than by breach of this clause 15 by the Contractor.
- 15.5 The Contractor must immediately notify Coffey International Development if it becomes aware of any use, disclosure or distribution of information in breach of this clause 15, and must provide Coffey International Development with all reasonable assistance in connection with any proceedings which Coffey International Development may institute against such persons in respect of such use, disclosure or distribution.
- 15.6 As at the End Date, the Contractor must promptly at its own cost, deliver or cause to be delivered to Coffey International Development, all records of whatsoever nature or

description in its possession or under its control which relate to the Service or in the possession or control of any of its employees (including the Qualified Person) or sub-contractors, which relate to the Services.

#### 16. Assignment

- 16.1 The Contractor must not assign, subcontract or otherwise transfer any of its rights or obligations pursuant to this Agreement without the prior written consent of Coffey International Development which Coffey International Development may withhold in its absolute discretion and without having to give reasons for its decision. A change in the effective control of the Contractor will be an assignment for the purposes of this clause 16.
- 16.2 The Contractor must not replace the Qualified Person or appoint another person to perform the role of the Qualified Person without the prior written consent of Coffey International Development.

#### 17. Taxes

All taxes, duties, levies, imposts and charges imposed or levies in Australia or overseas in connection with the performance of this Agreement will be borne by the Contractor.

#### 18. GST

- 18.1 Unless expressly stated otherwise, all amounts payable under this Agreement are exclusive of GST.
- 18.2 If an amount payable under this Agreement is consideration for a taxable supply, the supplier must pay the recipient in addition to and on the same terms as the amount payable for the supply an amount on account of GST equal to the amount payable for the supply multiplied by the prevailing GST rate.
- 18.3 The amount of GST payable under this Agreement must be shown as a separate item on the tax invoice issued by the supplier to the recipient, together with the method of calculation.

#### 19. Termination

- 19.1 Coffey International Development may terminate this Agreement immediately by notice to the Contractor if:
- 19.1.1 the Services provided by the Contractor are in the reasonable opinion of Coffey International Development unsatisfactory and the Contractor fails to remedy the default within 7 days of receiving notice specifying which Services are unsatisfactory and requiring the Contractor to remedy such default;
  - 19.1.2 the Contractor commits a serious breach of any term of this Agreement such as would reasonably justify immediate termination of this Agreement by Coffey International Development;
  - 19.1.3 the Contractor commits a breach of any term of this Agreement (other than breaches referred to in clause 19.1.2) and fails to rectify the breach within 14 days of receiving notice of the breach;
  - 19.1.4 the Qualified Person is convicted of a serious criminal offence at the Location(s) (including in Australia) or fails to meet Coffey International Development's standards in relation to the outcome of a Police Character Check;

- 19.1.5 the Qualified Person is required (either by Coffey International Development or otherwise) to leave the Location so as to prevent harm to the Qualified Person and/or to ensure the safety of the Qualified Person;
  - 19.1.6 Coffey International Development reasonably determines that the Contractor has brought Coffey International Development into disrepute;
  - 19.1.7 the Contractor is guilty of any misconduct in relation to the affairs of Coffey International Development or which may be damaging to Coffey International Development's business or reputation;
  - 19.1.8 the Qualified Person becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the laws of any country relating to mental health; or
  - 19.1.9 the Head Contract in relation to which the Contractor has been engaged to provide the Services is terminated, amended or suspended such that the Services are not required (whether or not due to Coffey International Development's default);
  - 19.1.10 a party to the Head Contract (other than Coffey International Development) requires the Qualified Person to cease providing the Services (whether or not due to Coffey International Development's default).
  - 19.1.11 the Contractor is placed into liquidation, has an administrator or a receiver or manager appointed or a mortgagee takes possession of any substantial asset(s) of the Contractor or if the Contractor permanently ceases to carry on its existing business;
- 19.2 If this Agreement is terminated by Coffey International Development pursuant to clause 19.1 due to the Contractor's default, Coffey International Development will not be liable to bear the costs of repatriation of the Qualified Person. Where Coffey International Development bears the costs of repatriation of the Qualified Person and Coffey International Development is not liable for such costs, Coffey International Development may recover such costs from the Contractor including by setting off against or deducting such costs from any amount payable to the Contractor.
- 19.3 If this Agreement is terminated by Coffey International Development pursuant to clause 19.1, the Contractor will not be entitled to any compensation or damages in consequence of such termination including any money in lieu of notice (if applicable).
- 19.4 The Contractor may terminate this Agreement immediately by notice to the Coffey International if:
- 19.4.1 Coffey International commits a serious breach of any term of this Agreement such as would reasonably justify immediate termination of this Agreement by the Contractor (including a failure by Coffey International to pay the Contractor);
  - 19.4.2 Coffey International commits a breach of any term of this Agreement (other than breaches referred to in clause 19.1.2) and fails to rectify the breach within 21 days of receiving notice of the breach;
- 19.5 Termination of this Agreement by either party will not prejudice any other rights or remedies which Coffey International Development has against the Contractor.
- 19.6 Without limiting clause 19.1, either party may terminate this Agreement at any time by giving the other party not less than 30 days' notice.

## 20. Force majeure

- 20.1 A party will not be liable for its inability to perform its obligations under this Agreement as a result of an act of God, national emergency, war, prohibitive governmental regulations, labour dispute or any other cause beyond that party's reasonable control. If such a force majeure event occurs, the party suffering it will notify the other party of the occurrence and expected duration of that event. The party suffering the force majeure event must use all reasonable endeavours to obviate that force majeure occurrence.
- 20.2 If a force majeure event renders performance of this Agreement impossible for a continuous period of at least 1 week, either party may by notice to the other, terminate this Agreement.

## 21. Governing law

This Agreement is to be construed according to South Australian laws and the parties submit themselves to the exclusive jurisdiction of the Courts of South Australia and any competent appellate courts.

## 22. Amendment

This Agreement may be varied by agreement between the parties. All such variations shall be in writing signed by the parties.

## 23. Entire agreement

This Agreement contains the entire agreement between the parties in respect of the subject matter of this Agreement. This Agreement supersedes any prior agreement or understanding (if any) between the parties and there is no collateral or other form of agreement between the parties in relation to the subject matter of this Agreement.

## 24. Set off

Coffey International Development may set-off against any amount owing by the Employee to Coffey International Development any amount due for payment by Coffey International Development to the Employee.

## 25. Survival of Provisions

Clauses 6, 8, 9, 10, 14, 15, 19, 21, and 24 will survive the End Date.

## 26. Notices

Any notice to be given by one party to the other must be signed by the party giving the notice or by one of its officers or its duly authorised lawyer or agent and must be hand delivered or sent by prepaid post or sent by facsimile or electronic mail to the address, facsimile number or electronic mail address (as the case may be) shown at the commencement of this Agreement (or any other address, facsimile number or electronic mail address that a party may notify to the other) and will be deemed sufficiently given:

- 26.1 in the case of hand delivery, on the date of delivery; or
- 26.2 in the case of prepaid post, 2 business days after being sent by prepaid post; or
- 26.3 in the case of facsimile, on receipt by the sender of a successful transmission answerback;  
or
- 26.4 in the case of electronic mail, on day of transmission provided that the sender can give evidence of transmission and the intended recipient does not give evidence of non-receipt.

27. Waiver

27.1 The failure by one party to insist upon strict performance by the other party of any of the terms of this Agreement will not be deemed a waiver of any term or of a breach by the other party of any term of this Agreement.

27.2 A waiver of any term of this Agreement by a party must be in writing executed by that party or one of its duly authorised officers or lawyers.

28. Severability

Every provision of this Agreement will be deemed severable as far as possible from the other provisions of this Agreement. If any provision is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from this Agreement. This Agreement with the offending provision severed and omitted and with any consequential amendment if necessary will otherwise remain in full force.

29. Special conditions

The Special Conditions (if any) set out in the Schedule form an operative part of this Agreement.

30. Costs

The parties will pay their own costs of the negotiation, preparation and execution of this Agreement. Any stamp duty, tax or other impost payable in respect of this Agreement will be borne by the Contractor. A party that breaches this Agreement will pay all costs, damages or losses incurred by the other party in consequence of that breach (but without limit to any other rights or remedies which the party not in breach may have as a result of that breach).

**SIGNED** by the parties as an agreement.

**EXECUTED** by **COFFEY INTERNATIONAL DEVELOPMENT PTY LTD** by its duly authorised representative:

Signature:

Witness:

Witness Full Name:

**SIGNED** for and on behalf of **THE CONTRACTOR**

Signature:

in the presence of:

Witness:

Witness Full Name:

## ANNEXURE A – THE SCHEDULE

**CONTRACTOR:** COFFEY WILL INSERT THE NAME OF THE RTO

**PROJECT** (Recital B): Australia Awards Indonesia

COFFEY WILL INSERT THE TITLE OF THE SHORT COURSE

**CONTRACTOR'S EXPERTISE** (Recital C): Design & delivery of training courses

**COMMENCEMENT DATE** (clause 2.9): COFFEY WILL INSER THE DATE, or when the Contract is signed by the Contractor, whichever is the latter

**END DATE** (clause 2.13): COFFEY WILL INSERT THE DATE

**HEAD CONTRACT** (clause 2.15): Australia Awards Indonesia DFAT Contract 69514

**LOCATION** (clause 2.17):

Australia: COFFEY WILL INSERT THE LOCATION (if proposed, additional locations negotiated with the provider)

Indonesia: COFFEY WILL INSERT THE LOCATION]

**QUALIFIED PERSONS** (clause 2.21):

Role	Person	No. of Days (delivery and design)
Course Leader	COFFEY WILL INSERT	COFFEY WILL INSERT
Course Co-Leader	If applicable	If applicable
Course Coordinator	COFFEY WILL INSERT	COFFEY WILL INSERT
Welfare Officer	COFFEY WILL INSERT	COFFEY WILL INSERT
Subject Matter Experts	If applicable	If applicable

**CONTACT DETAILS**

COFFEY WILL INSERT THE RTO'S CONTACT DETAILS

Phone: +61

Fax: +61

Email:

**SERVICES** (clause 2.22)

See Annexure B – Terms of Reference

**SERVICE FEES** (clause 5.1)

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

**Payment streams**

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

- I. Fixed Management Fee (including “other fees”) of AUD **COFFEY WILL INSERT**, excluding GST as detailed the Budget attached as Annexure C to this Agreement
- II. Fixed Key Personnel Costs of AUD **COFFEY WILL INSERT** excluding GST as detailed in the Budget attached as Annexure C to this Agreement
- III. Reimbursable costs up to AUD **COFFEY WILL INSERT** excluding GST as detailed in the Budget attached as Annexure C to this Agreement

Paid as Milestone Payments in accordance with clause 3 below.

**Milestone Payments**

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

Where a Milestone Payment is to follow acceptance of a report, Coffey International Development shall not be obliged to make full payment until all of the outputs to be achieved by the Contractor in the period covered by the report have been achieved to its satisfaction.

The Milestone Payments will be payable to the Contractor progressively, on Coffey International Development’s acceptance of the satisfactory completion of identified outputs and a correctly rendered invoice.

Milestone Payments will be paid within thirty (30) days of acceptance by Coffey International Development of the milestones being completed to its satisfaction as summarised below:

<b>Milestone Payments</b>	<b>Amount (Excluding GST)</b>	<b>Required Deliverables</b>	<b>Anticipated Timing</b>
Milestone Payment One	AUD <b>COFFEY WILL INSERT</b> comprising Fixed Core Personnel Costs (not including Management Fee) as per the approved Course Budget.	Course Program designed by Contractor in English and approved by Coffey. Nominated personnel approved by Coffey.  Completion of course planning and preparation as per Coffey’s satisfaction including the development of course content and materials.  Completion of other services generally required by <b>COFFEY WILL INSERT</b> to Coffey’s satisfaction.	Submit invoice: <b>COFFEY WILL INSERT</b> Pay invoice within 30 days of invoice approval.
Milestone Payment Two	Maximum of AUD <b>COFFEY WILL INSERT</b> based on actual reimbursable expenditure incurred to date (as per the approved Course Budget).	Course completed to Coffey’s satisfaction.  Completion Report submitted and approved by Coffey including financial reconciliation.  Completion of other Services generally required by <b>COFFEY WILL INSERT</b> to Coffey’s satisfaction.	Submit invoice: <b>COFFEY WILL INSERT</b> Pay invoice within 30 days of invoice approval.
Milestone Three	Maximum of AUD <b>COFFEY WILL INSERT</b> based on the	Report of Post Course follow-up of Short Course Projects approved by Coffey.	Submit invoice: <b>COFFEY WILL</b>

	budgeted Management Fee.		<b>INSERT</b> Pay invoice within 30 days of invoice approval.
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**Claims for payment**

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

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

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

All claims for payment must be made to:

Colin Fuller  
Senior Project Manager  
Coffey International Development  
33 Richmond Road  
Keswick SA 5035  
Email: [colin.fuller@coffey.com](mailto:colin.fuller@coffey.com)

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

**TRAVELLING AND ACCOMMODATION EXPENSES (clause 6)**

Not applicable

**BENEFITS (clause 6.2)**

Not applicable

**WORKING HOURS (clause 7.4)**

Not applicable

**SPECIAL CONDITIONS (clause 27)**

Not applicable



## **ANNEXURE B – TERMS OF REFERENCE** (clause 4.4, 5.3 and 7.11)

Undertake the following services in accordance with the Timetable below:

The Contractor will:

Design and deliver a flexible and experiential program of teaching, learning and site visits in accordance with the approved Course Plan, participant profiles and needs, and ongoing discussions with the Australia Awards Short Course Team and other stakeholders as relevant.

Provide a certificate of completion and a certificate of attainment (where relevant post course work has been completed) to participants, detailing main topics covered, to participants upon completion of the course.

Develop a budget for the course using the Australia Awards Indonesia Short Course Award Budget Template and supply this in Excel format for approval by Coffey.

Develop a plan of the course using the Australia Awards Indonesia Short Course Awards Course Plan Template and supply this with the course budget for approval by Coffey.

Develop complete and detailed course content and course materials, in close coordination with Coffey.

Develop pre-departure briefing content and develop and conduct an orientation program for participants on arrival.

Employ and manage key personnel required to perform contract services, including those nominated in Annexure A and as outlined in the Course Plan.

Identify and sub contract suitable experts, guest lecturers, interpreters (if required), sit visit organisations, etc. to ensure a varied and contextualised learning experience.

Conduct the training course for a maximum of 25 Indonesian nationals selected through a transparent process managed by Coffey and approved by DFAT.

Manage delivery of the agreed teaching and learning program, including supervision of support and academic staff, maintaining flexibility of arrangements and adjusting content as new needs emerge.

Arrange for the translation and provision of multiple copies of all relevant documentation and provide full course interpretation services as required by the English language proficiency of course participants and agreed by Coffey. Materials to be translated include the course program, course manual, pre departure booklet, relevant journal articles and other theory, and all presentations, notes, case study examples and session summaries. Providers are encouraged to translate as many materials and resources as possible and within budget and in accordance with participant English language needs.

Manage the Indonesian participants from arrival in **COFFEY WILL INSERT A CITY IN AUSTRALIA** (designated handover point in Australia) prior to course commencement until departure from **COFFEY WILL INSERT A CITY IN AUSTRALIA** following course completion. The Contractor will be responsible for the participants 24 hours a day, 7 days a week.

Provide adequate administrative support and pastoral care to course participants including accommodation and Welfare officer Support.

Provide advice to participants on any matter affecting them during their stay in Australia and where necessary arrange for professional counselling. Resolve any issues and problems as they arise.

Strategically manage components of the course through effective coordination, consultation and liaison with Coffey and as directed, DFAT or other relevant stakeholders.

Arrange OSHC Worldcare Standard Insurance (or alternative insurance as advised by Coffey) for all course participants, provide information and assistance on health service coverage and render assistance and support as appropriate in the event of any adverse events, illness or death during the course.

Advise Coffey immediately in any eventuality where the Contractor becomes aware that a participant expresses an intention not to return home, or shows signs of intending not to return home. Where a participant is missing the Contractor will follow the actions stipulated in the relevant Guideline.

Administer and pay contributions towards living costs for course participants and make any relevant payments as directed by DFAT or Coffey in the quantum specified, which for the purposes of this Agreement, has been determined to the value of AUD \$82 per person, per day living allowance.

Make all arrangements for course related domestic travel and accommodation for participants, within the approved budget amounts.

Cooperate fully with Australia Awards Indonesia staff involved in the review, monitoring or evaluation of the activity, including allocating reasonable time within the program to provide access to participants for monitoring and review purposes.

Not issue or release any media statements, photographs, articles, newsletter items or website content without the express permission of Coffey for each instance. This includes not assisting any media representative to interview any of the participants or to publish an account relating to the course or any participants. All photographs taken by the Contractor during the course will be deemed to be the intellectual property of Coffey and may not be used without the written permission of the Project Manager.

Develop and implement a brief course Monitoring and Evaluation (M&E) Framework which is aligned to the pilot related component of the Australia Awards Indonesia M&E Framework and Kirkpatrick Evaluation Framework for the short courses. The framework, tools and activities will cover pre, during and post course M&E and must be developed in close coordination with Coffey and submitted for approval prior to implementation.

Prepare a financial report, detailing actual expenditure incurred. In the case of reimbursable costs, documentary evidence of payments may be requested by Coffey.

Prepare a Completion Report of no more than ten (10) pages in length, which is to be provided in electronic format.

Prepare a Reintegration Report of no more than five (5) pages in length, which is to be provided in electronic format.

Comply with the provision and rates as set out in *DFAT's Adviser Remuneration Framework (ARF)*, issued in February 2012.

Date	Action
COFFEY WILL INSERT	Submit Course Program in English for Coffey approval.
COFFEY WILL INSERT	Submit Course Program in Bahasa Indonesian for Coffey approval.
COFFEY WILL INSERT	Deliver pre course workshop in Indonesia according to the approved Course Plan, Budget and Program during this period.
COFFEY WILL INSERT	Deliver course according to the approved Course Plan, Budget and Program during this period.
COFFEY WILL INSERT	Deliver post course workshop according to the approved Course Plan, Budget and Program during this period.
COFFEY WILL INSERT	Submit Course Completion Report
COFFEY WILL INSERT	Submit Course Reintegration Report

**ANNEXURE C – BUDGET**

**COFFEY WILL INSERT THE TITLE OF THE SHORT COURSE AND THE FINANCIALS BELOW BASED ON THE BUDGET NEGOTIATED WITH THE PROVIDER**

ITEM				
<b>PART A: NON-REIMBURSABLE (FIXED) COSTS</b>				
<b>A1 Key personnel costs for design and delivery of course</b>	<b>Unit</b>	<b>Number of units</b>	<b>Cost</b>	<b>Total</b>
<b><i>Course and Pre and Post-Course Design (including preparation &amp; materials development)</i></b>				
Course Leader/Designer ARF - design	person days			
Course Co-Leader/Facilitator - ARF design (if required)	person days			
Course Coordinator (arrangements for placements) ARF	person days			
Subject matter experts (if required)	person days			
	person days			
<b><i>Course delivery (including management, administration and reporting duties, pre and post course)</i></b>				
Course Leader ARF	person days			
Course Co-Leader / Facilitator (if required)	person days			
Course Coordinator (full time administration & logistics support for course)	person days			
Welfare Officer	person days			
Subject matter experts	person days			
Guest speaker fees	person days			
<b><i>Pre-Course workshop (including management, administration and reporting duties)</i></b>				
Course Leader ARF (including travel time to Indonesia)	person days			
<b><i>Post-Course follow-up workshop (including management, administration and reporting duties)</i></b>				
Course Leader ARF (including travel time to Indonesia)	person days			
<b>Sub-total: A1</b>				
<b>A2 Fees to be charged by contracted company/institution</b>				
Course Fixed management fee (as per tendered price)	Fee \$			
<b>Sub-total: A2</b>				
<b>Total Fixed costs payable to Contractor</b>				

<b>PART B: REIMBURSABLE EXPENSES INCURRED BY CONTRACTOR</b>				
<b>B1 Personnel costs for delivery of course</b>				
Specialist interpreter 1 (full-time for course duration - ARF) (if required)	person days			
Interpretation for site visits	person days			
Institutional visit charges	visits			
<b>Sub-total B1</b>				
<b>B2 Course Delivery Costs</b>				
Venue hire	days			
Hire of equipment (laptops, presentation equipment etc., if required)	days			
Provision of lunch on weekend days	days			
Provision of lunch, morning teas and afternoon teas during training	days			
Provision of dinner	days			
Welcome and farewell functions	number			
Social/recreational tours, visits and entrance fees	functions			
Stationery and course materials (eg. USBs, texts, folders)	units			
Internet wireless modems or other internet	units			
Communications - SIM and phone credit	participant			
Translation of presentations and other course materials	lump sum			
Incidental expenses/contingency	lump sum			
<b>Sub-total B2</b>				
<b>B3 Participant Costs</b>				
Participant accommodation during the course	nights			
Participant accommodation during the placement	nights			
Travel and health insurance policy for short course, pre- and post-course	participants			
Participants' daily allowance (less lunch) during course	trainee days			
Participants' daily allowance (less lunch and dinner)	trainee days			
Participants' daily allowance (no meals provided)	trainee days			
<b>Sub-total B3</b>				
<b>B4 In Australia Travel &amp; Transfers</b>				
Participant domestic flights	flights			
Staff flights - domestic	flights			
Bus transportation in Australia (airport, meetings, training, social excursions, site visits)	bus trips			
Taxis	trips			
Opal Cards	participant			
<b>Sub-total B4</b>				

<b>B5: Pre and Post Course Costs</b>				
Airfares	fares			
Airport transfers	trips			
Staff accommodation in Indonesia	nights			
In-country travel	days			
Staff insurance in Indonesia	trips			
Staff per diems in Indonesia	Nights			
Orientation material printing and publication	One off			
<b>Sub-total B5</b>				
<b>B6: Other Costs and Expenses (as justified in Course Plan)</b>				
Staff accommodation in Australia	nights			
Staff per diems in Australia	nights			
<b>Sub-total B6</b>				
<b>Total Reimbursables - Contractor</b>				
<b>TOTAL</b>				
<b>GST</b>				
<b>TOTAL PAYABLE TO CONTRACTOR (INCLUDING GST)</b>				

**Assumptions:**

No of participants	
No of days participants are in Australia (including weekends)	
No of weeks on course	
No of study days	
No of days pre and post study	
Number of site visits	
No of social field trips	

**ANNEXURE D – SECURITY PROCEDURES** (clause 7.17)

Not applicable

## ANNEXURE E – CODE OF CONDUCT (clause 7.18)

### COFFEY INTERNATIONAL DEVELOPMENT: CODE OF CONDUCT

#### PURPOSE

The purpose of a Code of Conduct is to provide a framework for decisions and actions in relation to conduct in employment. It underpins our commitment to a duty of care to all Employees, stakeholders and clients receiving our services. The document explains the principles covering appropriate conduct in a variety of contexts and outlines the minimum standard of behaviour expected from Employees.

#### SCOPE

This policy applies to all Employees of Coffey International Development and all of its subsidiaries and related entities.

This policy applies in respect of conduct which relates to or is connected with, in any way, work with a Coffey company, or in connection with a Coffey Group Company provided benefit. This includes, but is not limited to, Employees who are:

- (a) on Company Premises;
- (b) while on duty in any place where Employees of any Coffey company are working;
- (c) representing a Coffey company;
- (d) at a work function organised by a Coffey company; or
- (e) travelling for business related purposes.

#### REFERENCES

Nil

#### DEFINITIONS

“Company Premises”	means any place or thing used by any Coffey company in the course of conducting its business (whether or not owned by or within the exclusive control of a Coffey company) including, but not limited to: vehicles; offices; car parks; client worksites; demountables; workshops; warehouses; and kitchens.
“Employees”	means Employees as well as other non-Employees (such as independent and sub-contractors) who perform work for a Coffey Group Company.

#### RESPONSIBILITIES

##### Managers and Supervisors

Managers and supervisors are responsible and accountable for:

- Undertaking their duties and behaving in a manner that is consistent with the provisions of the Code of Conduct;
- The effective implementation, promotion and support of the Code of Conduct in their areas of responsibility.
- Ensuring Employees under their control understand and follow the provisions outlined in the Code of Conduct.

##### Employees

All Employees are responsible for:

- Undertaking their duties in a manner that is consistent with the provisions of the Code of Conduct;
- Reporting suspected corrupt conduct; and



- Reporting any departure from the Code of Conduct by themselves or others.

## **PROCEDURES**

### Overview

Coffey International is a complex organisation, which involves a diversity of relationships. These relationships may be defined by differences in power, status, cultural diversity, organisational structures, contracting relationships, differing country laws, labour laws, international relationships and or national governments. It is essential in such a community that all Employees recognise and respect not only their own rights and responsibilities but also the rights and responsibilities of other members of the community and those of Coffey.

Coffey also recognises that many of their professional Employees are also bound by codes of conduct or ethics defined by learned or professional societies or groups. It is recognised that these codes are not always in harmony. It is an obligation of an Employee to weigh the importance of these codes in each particular set of circumstances and notify an appropriate officer of Coffey where such conflict may arise.

### Personal and Professional Behaviour

You should not behave in a way which has the intent or effect of offending or embarrassing other Employees or the public in a manner contrary to legislative requirements.

When carrying out your duties, you will:

- Obey any lawful direction from a person who has the authority to give the direction. If you have a dispute about carrying out a direction you may appeal to your senior Manager;
- Behave honestly and with integrity. You will avoid behaviour that could suggest that you are not following these principles. This will include a duty to report other Employees who are behaving dishonestly;
- Make sure that you carry out your work efficiently, economically and effectively as you are able and that the standard of your work reflects favourably on yourself and the company;
- Follow the policies of the company in all aspects of work to achieve outcomes that are socially responsible and sustainable;
- Treat Employees, clients and stakeholders with respect;
- Maintain individuals' rights to privacy and undertake to keep personal information in confidence;
- Do not use, possess or distribute pornographic or offensive materials;
- Comply with all national and international laws;
- When representing the Company in public forums:
  - Employees at all levels represent the Company in the course of their employment including when travelling on Company business, attending functions on behalf of the Company or internal Company meetings, conferences, training programs, seminars or any other function.
  - Your behaviour in all these circumstances reflects on the Company and its image. As such, you should act in an appropriate business-like manner that will in no way harm the image of the Company or infringe any other Company policy including the Discrimination Free Workplace Policy.
  - Where any Company function or meeting is held that involves the availability of alcohol, steps should be taken to ensure that it is not abused. You should be aware that being work-related, behaviour in those situations can be subject to disciplinary procedures.

### Conflict of Interest

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

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

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

You may often be the only person aware of potential for conflict. Therefore it is your responsibility to avoid any financial or other interest that could compromise your ability to perform your duties impartially. It is also your responsibility to report any potential or actual conflicts of interest to your manager. If you are uncertain whether a conflict exists, you should discuss that matter with your manager and attempt to resolve any conflicts that may exist.

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

#### Outside employment/Other external business activities

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

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

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

#### Public Comment

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

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

- authorised to do so by the Managing Director and CEO; or
- giving evidence in court; or
- otherwise authorised or required to by law.

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

#### Use of Company Resources

Employees must ensure responsible management and security in the use of Coffey resources and any resources managed by them for or on behalf of others.

Requests to use company resources outside core business time should be referred to management (or person authorised to handle such matters), for approval.

If Employees are authorised to use company resources outside core business times they must take responsibility for maintaining, replacing, and safeguarding the property and following any special directions

or conditions which apply. Company resources can include equipment, typing facilities, photocopiers, computers, tools, motor vehicles etc.

Employees using company resources *without* obtaining prior approval could face disciplinary and/or criminal action. Company resources are not to be used for any private commercial purposes (e.g. for ‘profit’ purposes) under any circumstances.

#### Security of Information

Employees are to make sure that confidential and sensitive information in any form (e.g. documents, computers files) cannot be accessed by unauthorised persons. Sensitive material should be securely stored overnight or when unattended.

Employees must ensure that confidential information is only discussed with people who are authorised to have access to it. It is considered a serious area of misconduct to deliberately release confidential documents or information to unauthorised persons, and may incur disciplinary action.

#### Intellectual Property/Copyright

The term ‘intellectual property’ includes the rights relating to scientific discoveries, industrial designs, trademarks, service marks, commercial names and designations, and inventions.

Coffey is the owner of intellectual property created by Employees in the course of employment unless a specific prior agreement has been made. Employees must clarify the intellectual property position before making any use of that property.

#### Discrimination, Harassment and Workplace Bullying

Employees must not harass, discriminate against, or support others who harass and discriminate against colleagues or members of the public on the grounds of sex, pregnancy, marital status, age, race (including their colour, nationality, descent, ethnic or religious background), physical or intellectual impairment, homosexuality or transgender. Employees also must not participate in any form of workplace bullying or support others who do so.

Any employee who uses any of Coffey’s resources to perpetrate harassment or domestic violence (e.g. use of work phones, use of cars, use of workspaces etc.) will be subjected to disciplinary processes, which may include termination of their employment.

Managers must make sure that the workplace is free from all forms of harassment, unlawful discrimination and workplace bullying. They should understand and apply the principles of Equal Employment Opportunity and ensure that the Employee/s they supervise are informed of these principles and are made aware of the Grievance Handling procedures.

In addition, Coffey does not condone any form of domestic violence and is committed to ensuring the Employees are provided with information, training and support on how to effectively address domestic violence.

#### Child Protection

For the purposes of this Code of Conduct, a child is any person under the age of 18 years.

The onus is on all Employees to use common sense and avoid actions or behaviours that could be construed as child exploitation and abuse when working for Coffey. When carrying out your duties, you will:

- treat children with respect regardless of race, colour, gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status;
- not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate;
- not engage children under the age of 18 in any form of sexual intercourse or sexual activity, including paying for sexual services or acts;
- wherever possible, ensure that another adult is present when working in the proximity of children;

- not invite unaccompanied children into your home, unless they are at immediate risk of injury or in physical danger;
- not sleep close to unsupervised children unless absolutely necessary, in which case you will obtain your supervisor's permission, and ensure that another adult is present if possible;
- use any computers, mobile phones, video cameras, cameras or social media appropriately, and never to exploit or harass children or to access child exploitation material through any medium;
- not use physical punishment on children;
- not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury;
- comply with all relevant Australian and local legislation, including labour laws in relation to child labour;
- immediately report concerns or allegations of child exploitation and abuse and policy non-compliance in accordance with appropriate procedures; and
- immediately disclose all charges, convictions and other outcomes of an offence, which occurred before or occurs during your association with Coffey that relate to child exploitation and abuse.

When photographing or filming a child or using children's images for work related purposes, you will:

- assess and endeavour to comply with local traditions or restrictions for reproducing personal images before photographing or filming a child;
- obtain informed consent from the child and parent or guardian of the child before photographing or filming a child and in doing so, you must explain how the photograph or film will be used;
- ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive;
- ensure images are honest representations of the context and the facts; and
- ensure file labels, meta data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form.

Breaches of this child protection code of conduct may result in disciplinary and/or criminal action.

Corrupt Conduct

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

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

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

Occupational Health & Safety

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

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

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

Conduct of Current / Former Employees

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

Employees should not allow themselves or their work to be influenced by plans for, or offers of employment outside of Coffey. If they do there is a conflict of interest and their integrity and that of Coffey is at risk.

Former Employees should not use or take advantage of confidential information obtained in the course of their official duties that may lead to gain or profit, until it has become publicly available.

Breaches of the Code of Conduct

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

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

**I \_\_\_\_\_ acknowledge that I have read and understood the above Code of Conduct and will comply with its contents**

**NAME:** \_\_\_\_\_

**POSITION/PROJECT:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**Manager, Coffey International Development Pty Ltd**

Acknowledged: \_\_\_\_\_

S

Name: \_\_\_\_\_