

REQUEST FOR TENDER – AM1834

Australia Awards Mongolia

Provision of English Language and Academic Preparation Support to Australia Awards Mongolian recipients

March 2018



When you
think with a
global mind
problems
get smaller

Structure of Invitation

Part A – Procurement Process Guidelines

Part B – Scope of Services

Part C – Draft Contract

Part D – Selection Criteria and Information Required for Technical Assessment

Part E – Selection Criteria and Information Required for Price Assessment

Technical Proposal:

Annex 1 – Organisation's Experience

Annex 2 – Curricula Vitae (CVs)

Annex 3 – Draft Course Program

Annex 4 – Statutory Declaration

Financial Proposal

Tenderers should carefully read Parts A to E – including the Scope of Services.

Tenders deemed non-conforming by Coffey may be rejected.

The Technical and Financial Proposals are to be submitted as separate documents.

Part A: Procurement Process Guidelines

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REFERENCE SCHEDULE

Invitation to Tender

You are invited to submit a tender for the provision of:	Australia Awards Mongolia Provision of English Language and Academic Preparation Support to Australia Awards Mongolian recipients for Australia Awards Mongolia.
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Principal

Coffey International Development Pty Ltd ABN 63 007 889 081 WorldPark Level 1, 33 Richmond Road Keswick SA 5035

Coffey’s Requirements

Coffey International Development, is the Managing Contractor for the Australia Awards Mongolia Program under Contract to the Department of Foreign Affairs and Trade (DFAT).

Coffey International Development requires the Provision of an English Language and Academic Preparation Support to Australia Awards Mongolian recipients as per the details more fully described in this Request for Tender (RFT) documentation in Part B, Scope of Services.

The term of the Contract will be 12 months from July 2018 to June 2019 with the possibility of four, one year extensions dependant on DFAT approval and funding

Offers must be submitted for all the requirements.

Timetable

Activity	Date
Invitation Issue Date	7 March 2018
Last Queries Date (South Australian Time)	26 March 3.00pm
Closing Date and Time (South Australian Time)	2 April 2018 3.00pm
Indicative Timetable	
Completion of evaluation	April 2018
Notification to successful Supplier(s)	April 2018
Contract executed	May 2018
Notification to unsuccessful Supplier(s)	May 2018
Contract commencement	July 2018

Offers and Lodgement

Alternative Offers	Alternative Offers will not be accepted	
Form of Lodgement		
Internet/electronic lodgement	Email	Lucy.Wells@coffey.com
Offer Validity Period		90 days from Closing Date and Time

Contact Person

Name	Lucy Wells
Position	Project Manager
Email	Lucy.Wells@coffey.com

Evaluation Criteria

Criteria	<p>The evaluation criteria include, but are not limited to, the following (in no particular order of priority):</p> <ul style="list-style-type: none">• <i>Prior performance and demonstrated training experience</i>• <i>Technical capacity and response to course specification</i>• <i>Core personnel</i>• <i>Social Inclusion</i>• <i>Innovation and Value for Money (non - financial)</i>
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Specific Requirements

Specific requirements	<p>In performing any part of this Contract whether within or outside of Australia, the Contractor and its Personnel and Sub-Contractors must comply with the following:</p> <ul style="list-style-type: none">• the child protection compliance standards in the 'Child Protection Policy' for the DFAT - Australian Aid Program, accessible on the DFAT website at: www.dfat.gov.au• <i>information accessibility requirements contained in the 'Guidelines for preparing accessible content' (2012) for the DFAT - Australian Aid Program, accessible on the DFAT website at: www.dfat.gov.au</i>• not engage in any political activity in the relevant country during the provision of the Goods and/or Services;• the 'Environment Protection Policy for the Aid Program' (2014), accessible on the DFAT website at: www.dfat.gov.au; and• 'Promoting Opportunities for All: Gender Equality and Women's Empowerment' (November 2011), accessible on the DFAT website at: www.dfat.gov.au.• Promoting Opportunities for those who engage in procurement and employment practices that benefit Aboriginal and Torres Strait Islander Australians.• observe all laws and respect all religions and customs of that country;• conduct themselves in a manner consistent with the <i>Public Service Act 1999 (Cth)</i> (including the Australian Public Service Values and Employment Principles and Code of Conduct); and• must agree that in carrying out its obligations under the contract it will comply with those laws in relation to organisations and individuals associated with terrorism, including 'terrorist organisations' as defined in Division 102 of the <i>Criminal Code Act 1995 (Cth)</i> and listed in regulations made under that Act and regulations made under the <i>Charter of the UN Act 1945 (Cth)</i>. <p>In performing any part of the requirements personnel of the Contractor must sign and comply with Coffey Code of Conduct and Client Service Standards.</p>
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1 INVITATION

1.1 Coffey's Requirements

Coffey invites the Tenderer to make an Offer in accordance with this Invitation for the provision of Coffey's Requirements.

1.2 Additions and Amendments

Coffey may amend or add to the information in this Invitation or the Specifications at any time before the Closing Date and Time and may extend the Closing Date and Time to enable the Tenderer to amend their Offer.

1.3 Accuracy of Invitation

Coffey makes no promise or representation that any factual information supplied in or in connection with this Procurement Process or Invitation is accurate.

Information is provided in good faith and Coffey will not be liable for any omission from this Invitation.

1.4 The Use of Invitation

Without the express prior written consent of Coffey, the Tenderer must not re-produce, re-advertise and/or in any way use the contents of this Invitation either in whole or in part, other than for the purpose of preparing and lodging an Offer.

1.5 Procurement Process does not create a Contract

The Tenderer's participation in this Procurement Process, (including the preparation and lodgement of the Offer), is at the Tenderer's sole risk.

Nothing in this Invitation, the Procurement Process, or the Tenderer's Offer must be construed as creating any binding contract or other legal relationship (express or implied) between the Tenderer and Coffey.

2 STRUCTURE OF INVITATION

This Invitation consists of four parts:

Part A - Procurement Process Guidelines

Part A contains general information about the Procurement Process and how the Tenderer can make an Offer.

Part B – Scope of Services

Part B sets out Coffey's Requirements in detail.

Part C - Draft Contract

Part C contains the proposed terms of the contract that may be entered into between the Tenderer and Coffey if the Tenderer's Offer is successful.

Part D - Selection Criteria and Information Required for Technical Assessment

Part D sets out the format and information that the Tenderer is required to provide in the Offer.

The Tenderer must complete and submit all parts of the Part D Response Schedule and use templates where provided

Part E – Selection Criteria and Information Required for Price

The Tenderer must complete the Pricing Schedule.

3 COMMUNICATION

3.1 Contact Person

The Tenderer may only communicate with the Contact Person (listed on the front page of this document) about this Invitation, and that contact must be in writing.

3.2 Requests for Clarification

Up to and including the Last Queries Date, the Tenderer may submit a query or request for further information in writing to the Contact Person.

Coffey does not guarantee that it will respond to any query, particularly queries received after the Last Queries Date.

Coffey reserves the right in its discretion to inform all other Tenderers of any question or matter any Tenderer may raise and the response given (but may choose not to do so).

Coffey is not obliged to consider any clarification from any Tenderer that it considers to be unsolicited or otherwise impermissible.

4 THE TENDER OFFER

4.1 Format of Offer

The Offer must be completed using the Part D Response Schedules, (unless the Tenderer is otherwise directed).

The Offer must:

- a) 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;
- b) be formatted in font type Arial, no smaller than 10 point and in single column format;
- c) not contain the Coffey or DFAT logo on any Tender documentation;
- d) submit the financial component of the Tender as a separately sealed attachment;
- e) be in English;
- f) be endorsed by an appropriately authorised officer with any alterations or prices clearly and legibly stated and any alterations initialled;
- g) quote prices in Australian Dollars that are GST inclusive and, in relation to GST, must state where the GST is applicable and show that amount separately;
- h) stipulate fixed prices (unless otherwise specifically required or indicated); and
- i) be concise and only provide what is sufficient to present a complete and effective response.

Coffey may disregard any content in an Offer that is illegible.

4.2 Conforming Offer

The Tenderer must submit a Conforming Offer to be considered.

A Conforming Offer means an Offer by the Supplier that includes all requested information, in the form requested, and is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria

4.3 Alternative Offers – Not accepted.

4.4 Cost of Preparing the Offer

The Tenderer is solely responsible for the cost of preparing and submitting the Offer(s) and all other costs arising from the Tenderer's participation in the Procurement Process.

5 LODGING AN OFFER

The Closing Date and Time for lodging the Offer(s) is nominated in the Reference Schedule. Coffey may extend the Closing Date and Time in its absolute discretion.

5.1 Email lodgement

The Tenderer must lodge the Offer via the email address provided, and the Tenderer must satisfy the requirements for email lodgement specified in the Reference Schedule.

The Tenderer must virus check any Offer (including all constituent files and/or documents) before lodging via email.

The Tenderer is encouraged to lodge the Offer at least two hours before the Closing Date and Time.

Where an Offer is lodged via email, each lodgement will be regarded as full and complete. If the Tenderer needs to modify a single document or a group of documents, the Tenderer will need to submit all documents again.

Offer(s) lodged via email cannot exceed 10MB.

5.2 Late Offers

If an Offer is lodged after the Closing Date and Time, it may be ineligible for consideration unless:

- a) Coffey determines in its sole discretion that Coffey has caused or contributed to the failure to lodge by the Closing Date and Time; or
- b) Coffey decides that exceptional circumstances exist which warrant consideration of the late Offer and that acceptance of the late Offer does not compromise the integrity of the Procurement Process.
- c) Coffey in its sole and absolute discretion reserves the right to take into account a late tender.

5.3 Validity

By lodging an Offer the Tenderer agrees that the Offer will remain open for acceptance by Coffey for the validity period specified in the Reference Schedule.

5.4 Coffey's Use of The Tenderer's Offer Materials

Upon lodgement, all of the Tenderer's Offer Materials will become the property of Coffey.

Intellectual Property owned by the Tenderer or any third parties forming part of the Offer Materials will not pass to Coffey with the physical property comprising the Offer Materials. However, the Tenderer acknowledges and agrees that the Tenderer has the authority to grant to Coffey an irrevocable, royalty free licence to use, reproduce and circulate any copyright material contained in the Offer to the extent necessary to conduct the Evaluation and in the preparation of any resultant contract.

6 CONSORTIA AND SUB-CONTRACTING

6.1 Consortia

If the Tenderer is a member of a consortium, then the Offer must stipulate which part(s) of Coffey's Requirements that each entity comprising the consortium would provide and how the entities would relate with each other to ensure full provision of Coffey's Requirements. All consortium members that are not natural persons are to provide details relating to their legal nature and any relevant corporate structure.

Coffey will treat the Tenderer as the preferred contact person for any consortium Offer.

6.2 Sub-contracting

If the Offer relies on a sub-contracting arrangement, then the Tenderer must stipulate in the Offer the tasks that the proposed sub-contractor(s) would undertake. The Tenderer will remain legally responsible for meeting Coffey Requirements.

7 PROCUREMENT PROCESS CONDUCT

7.1 The Tenderer's Conduct

The Tenderer must:

- a) ensure all communications are undertaken via the Contact Person
- b) declare any actual or potential conflict of interest
- c) not employ or engage the services of any person who has a duty to Coffey as an adviser, consultant or employee (or former adviser, consultant or employee)
- d) not offer any incentive to, or otherwise attempt to influence, any employee of Coffey or any member of an evaluation team at any time
- e) not engage in any collusive or anti-competitive conduct with any Supplier
- f) comply with all laws in force in South Australia applicable to this Procurement Process
- g) disclose whether the Tenderer is acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s)
- h) not issue any news releases or responses to media enquiries and questions regarding this Procurement Process or this Invitation without Coffey's written approval.

If the Tenderer acts contrary to the expectations outlined above, Coffey reserves the right (regardless of any subsequent dealings) to exclude the Tenderer's Offer from further consideration.

7.2 Coffey's Conduct

Coffey will:

- a) preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality)
- b) give Suppliers the opportunity to compete fairly.

7.3 Confidentiality

The Tenderer must identify any aspect of the Offer that the Tenderer considers should be kept confidential including reasons. Coffey is not obliged to treat information as confidential and in the absence of any agreement to do so, the Tenderer acknowledges that Coffey has the right to publicly disclose the information.

Any condition in the Offer that seeks to prohibit or restrict Coffey's right to disclose will not be accepted.

Information supplied by or on behalf of Coffey is confidential to Coffey and the Tenderer is obliged to maintain its confidentiality. The Tenderer may disclose confidential information to any person that has a need to know the information for the purposes of submitting the Offer.

7.4 Disclosure of Information Provided by Tenderers

Coffey's selection process for services is conducted in accordance with Australia's 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 Coffey policy not to divulge to a 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.

8 EVALUATION PROCESS

8.1 Evaluation

Coffey will evaluate and assess only those tenders determined to be complying with the requirements of the Tender Documents. The evaluation of tenders will be on a 'value for money' basis in accordance with Australian Commonwealth Procurement Rules, including but not limited to the following: -

- **Prior performance and demonstrated experience (25%)**
 - English language short and long-term courses for adult learners
 - Academic preparation
 - Self-directed learning packages
 - English language testing and IELTS preparation courses
 - International project delivery; Department of Foreign Affairs and/or other Australian Government Organisations and/or international education
 - Project management experience

- **Technical capacity and response to specification (25%)**
 - Details of course curriculum
 - Course materials
 - Structure and design
 - Content and teaching methodology to be employed
 - On-line teaching and other delivery options
 - Class sizes and number of teachers per class to cater for individual needs
 - Flexibility, given possible variations in enrolment and class numbers
 - Managing risk
- **Core personnel (20%)**
 - Core staff member/s
 - Curriculum Vitae, including qualifications
 - Relevant working experience
 - Combined team mix /complementarities between personnel
 - Academic competence
 - Course and partnership coordination and management experience
- **Social Inclusion (5%)**
 - Cross cultural delivery and sensitivity
 - Disability
 - Gender equality
 - Remote/provincial delivery
- **Innovation and Value for Money (non - financial) (5%)**
 - Effective course delivery in diverse locations and environments
 - Innovative approaches to delivering ELT and Academic Preparation programs
 - Capacity building approaches and ability to build partnerships in provinces
 - Broader organisational specialisation
 - Existing models, delivery modes, partnerships, capacity building, resources and materials
 - Sustainability

The technical Criteria is 80% of the technical assessment score

Coffey reserves the right to negotiate a successful tender with any of the Tenderers in the event that none of the tenders received fully meet the evaluation criteria.

Coffey reserves the right to accept or reject any tender at any time prior to the award of a contract, without thereby incurring any liability to the affected tenderer or tenderers.

Coffey reserves the right to reject all tenders before re-calling tenders from any source including those tenderers who have already submitted tenders.

In evaluating Offers Coffey will consider:

- a) the Evaluation Criteria

- b) the overall value for money of the Offer

Where mandatory criteria are specified in the Reference Schedule and the Offer does not comply with these criteria Coffey may choose not to further evaluate the Offer.

Coffey may seek the advice of external consultants to assist Coffey in evaluating the Offers.

Coffey may in its absolute discretion:

- a) take into account any relevant consideration when evaluating Offers
- b) invite any person or entity to lodge an Offer
- c) allow a Supplier to change its Offer
- d) consider, decline to consider, or accept (at Coffey's sole discretion) an Offer lodged other than in accordance with this Invitation
- e) seek further information from the Tenderer regarding the Offer including but not limited to requests for additional information or presentations by, or interviews with the Tenderer or the Tenderer's key personnel
- f) seek and evaluate relevant financial viability data concerning any Suppliers' business and related entities including seeking any assistance from third party providers
- g) make enquiries of any person or entity to obtain information about any Supplier and its Offer (including but not limited to the referees)
- h) visit facilities operated by any Supplier, proposed subcontractors of any Supplier and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).

8.2 Discontinue Process

Coffey may decide not to proceed any further with the Procurement Process for Coffey's Requirement.

8.3 Shortlisting

Coffey may choose to short-list some Suppliers and continue evaluating Offers from those short-listed Suppliers. Coffey is not at any time required to notify the Tenderer, any Supplier or any other person or organisation interested in making an Offer of its intentions or decision to short-list.

8.4 Negotiation

Coffey may choose to:

- a) enter into negotiations with the Tenderer or any Supplier (including parallel negotiations with more than one Supplier) in order to vary its Offer on grounds of capability / capacity, technical issues, cost, effectiveness, to finalise agreement on the terms of the contract, or any other matters
- b) re-evaluate Offers generally after any negotiation
- c) suspend, discontinue or terminate at any time negotiations with the Tenderer or any Supplier or any other person or organisation
- d) negotiate with the Tenderer or any Supplier for the provision of any part of Coffey's Requirement and negotiate with any other Supplier with respect to the same or other parts of Coffey Requirement and to enter into one or more contracts for part or parts of Coffey's Requirement
- e) negotiate at any time with any organisation that is not a Supplier and enter into a contract in relation to Coffey's Requirement or any part of Coffey's Requirement with that organisation on such terms as Coffey, at its absolute discretion, considers appropriate
- f) seek best and final offers from all or some of the Suppliers. Irrespective of Coffey's right to negotiate and/or seek a best and final offer, The Tenderer is bound by the Offer, and if selected, the Tenderer must be willing to enter into a contract on the basis of the Offer.

8.5 Contract Formation

Coffey will contract with one sole provider for the Services.

No legal relationship will exist between a Supplier and Coffey for the supply of Coffey's Requirement until such time as a binding contract is executed by both parties.

9 GLOSSARY

9.1 Definitions

In this Invitation, unless the contrary intention is apparent:

- a) "Alternative Offer" is an alternative or innovative offer which provides a value for money solution that meets Coffey's Requirements
- b) "Closing Date and Time" means the date and time nominated in the Reference Schedule by which Offers are required to be lodged
- c) "Conforming Offer" means an Offer by the Supplier that includes all requested information, is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria
- d) "Contact Person" means the person nominated in the Reference Schedule authorised by Coffey to communicate with Suppliers about the Procurement Process
- e) "CPR" means Australian Commonwealth Government's Commonwealth Procurement Rules
- f) "DFAT" means Australian Commonwealth Government Department of Foreign Affairs and Trade
- g) "Evaluation" means the process for considering and evaluating Offers in accordance with clause 8.1
- h) "Intellectual Property" means any patent, copyright, trademark, trade name, design, trade secret, knowhow, or other form of intellectual property and the right to registration and renewal of the intellectual property
- i) "Invitation" means this document inviting persons to lodge an Offer
- j) "Last Queries Date" means the date nominated in the Reference Schedule as the last date for Suppliers to seek information or clarification of any matters relating to this Invitation
- k) "Mandatory Criteria" means the criteria considered by Coffey to be critical and identified in the Reference Schedule
- l) "Offer" means the documents constituting an offer lodged by a Supplier to meet Coffey's Requirement in accordance with this Invitation
- m) "Offer Material" means all documents, data, computer programs, computer discs and other materials and things provided by a Supplier in relation to an Offer arising out of this Invitation
- n) "Part" means a part of this Invitation
- o) "Procurement Process" means the process commenced by the issuing of this Invitation and concluding upon the award of a contract (or other outcome as determined by Coffey) or upon the earlier termination of the process
- p) "Reference Schedule" means the reference schedule in Part A of this Invitation
- q) "South Australian Time" means the time applicable to South Australia, as defined at <http://www.australia.gov/about-australia/our-country/time>
- r) "Specification" means the information about Coffey's Requirement described in Part B

"Supplier" or "The Tenderer" means any person or organisation responding to this Invitation by lodging an Offer.

AM – 1834

Part B: Scope of Services

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1 Introduction

1.1 Purpose

The purpose of this procurement is to identify a suitable Provider to deliver two (2) modules (English Language Support and an Academic Preparation Program) to Government and Non-government Awardees of Mongolia for selected AAS candidates from Australia Awards Mongolia.

The courses must comply with the requirements of the Government of Australia's Australia Awards Program, and also deliver defined program outcomes in the Australian Aid Program to Mongolia.

Prospective tenderers should refer to the guidelines detailed in the Australia Awards Scholarships Policy Handbook for the Australia Awards Mongolia Program. <http://australiaawardsmongolia.org>

1.2 Background

Background to Australia Awards

Coffey is contracted by the Department of Foreign Affairs and Trade (DFAT) to manage Australia Awards - Mongolia.

Australia Awards Scholarships are prestigious international awards offered by the Australian Government to the next generation of global leaders for development. Through study and research, recipients develop skills and knowledge to drive change and develop people-to-people links with Australia. Long-term post-graduate scholarships to study in Australia under the Australia Awards are a key element of this support. Currently, the Mongolia Australia Awards program offers approximately 40 post-graduate scholarships.

Australia's international development assistance in Mongolia aims to:

- Improve human capacity
- Contribute to Australia being recognised as a valued contributor to Mongolia's development.

Australia Awards Mongolia (the Program) targets gender equality, people with disability and people living in rural and remote locations. More information about the Program can be found at: <http://australiaawardsmongolia.org>

Coffey International Development is the managing contractor of the Program on behalf of the Department of Foreign Affairs and Trade. Information about Coffey International Development can be found at: <http://www.coffey.asia/international-development>

Background to Assignment

English Language Training (ELT) has been delivered in Mongolia as part of a scholarships program since 2004. It is integral to the Program as English language proficiency is a required criterion for Australia Awards Scholarships. In Mongolia, applicants who live and work in the provinces and those who declared and verified their disability must have an IELTS (Academic) score of at least 5.0 (with no band scores below than 5.0 in Reading and Writing) and those who live and work in Ulaanbaatar city, must have IELTS 5.5 with no band lower than 5 (or the equivalent TOEFL) to be considered and to continue in the selection exercise.

ELT is offered to conditional scholarship recipients with IELTS scores less than 6.5, the general standard score for entry into selected courses in Australian universities. An Academic Preparation Program is offered to candidates who have IELTS 6.5 (or the required level for their selected degree) at the time of application, as preparation for their study at post-graduate level, prior to mobilisation.

In 2013, the Program reviewed ELT delivery and researched other scholarships programs to identify different practices and approaches to EL and Academic preparation. This tender reflects the agreed direction that ELT will take place commencing in 2018-19. There will be a Mainstream EL Module 1 course for those with IELTS 5.0 and 5.5 at application and EL Module 2 course for candidates with IELTS 6.0 and 6.5 and above (with a band score below than 6.0.) at application.

Candidates who successfully completed the EL Module 2 (i.e. reached the required IELTS score for the program/their selected degree) and those who applied at IELTS 6.5 and above will participate in a dedicated academic preparation program (APP). Experience from past years, research into university requirements and courses delivered in other programs is that these groups of candidates require dedicated, targeted programs and particular support to prepare for postgraduate study in the Australian context and increase to IELTS 7.0, as some selected courses require. Support for each of these groups of candidates must be highly tailored to reflect the level of preparation required for them to succeed in postgraduate study.

The model of ELT delivery is for candidates to be directed into one of three streams based on their IELTS scores at the time of application. All candidates commencing ELT with IELTS 5.0-6.0 are expected to progress to at least IELTS 6.5 (or required level for their selected course) within the timeframe for their component courses.

The selected ELT provider needs to provide opportunities for IELTS testing at agreed points in relevant component courses. The provider is not expected to deliver IELTS examinations; there is an accredited organisation that conducts IELTS testing in Mongolia. The provider is expected to liaise closely with this organisation.

Coffey believes the ELT and Academic Preparation Program will be best delivered by one (lead) provider to ensure consistency in academic preparation for all candidates. The lead provider/organization may be Australian, Mongolian or an international organisation. It may also be a consortium of Australian, Mongolian or international organisations (or a combination of both). In order to ensure the Australian tertiary education context is adequately foregrounded, a proven link and cooperation with the Australian tertiary education institution that has an expertise and dedicated core staff member to conduct the Academic preparation course must be demonstrated.

The 2018-2019 ELT candidates will be identified from the 2018 selection process. The selected provider must work closely with the AAM team to accommodate their needs.

In 2018 the EL Mainstream program will run for 26 weeks and is structured as two separate modules (Modules 1 and 2), with students placed into the module that reflects their English language proficiency at the time the course commences. The APP course commences at the end of Module 2 of the ELT.

- Candidates with IELTS scores 5.0 – 5.5 will commence the program in Module 1 which begins in Week 1. Weeks 1 – 10 will focus on improving English language skills and the aim is that by week 10 most candidates are expected to achieve IELTS 6 level. This will be assessed by using IELTS practice tests.
- Candidates with an overall IELTS score 6 (or those candidates with overall 6.5 with band scores below 6.0) and those who achieved 6.5 (with no band scores below 6.0) whose selected course requires 7.0 or higher will begin the course at week 11. The course from week 11 – 26 will focus on increasing all candidates' proficiency from IELTS 6 to 6.5 (or higher for those who require it).
- Candidates with an IELTS score 6.5 and above (with no band below 6.0) and who satisfactorily complete the ELT will join the 6 week APP. This course includes academic reading and writing, research skills, seminar presentations and pronunciation, listening and note-taking, small group discussions, and audio-visual sessions for preparing the candidates for their master's degree study in Australia.

The provider does not need to focus on cultural orientation, as this will be delivered by the AAM Office as part of its pre-departure service to awardees before they mobilise to Australia. The provider is, however, required to collaborate with the Office to ensure the APP complements the pre-departure program delivered by the AAM Office.

The provider is expected to have candidates complete courses successfully within the allocated timeframes. Early-intervention strategies are required to support candidates at risk.

2 Scope and Context

1.3 Scope of Services

It is intended that a lead organisation is contracted to provide the overall Program (including English Language Support and Academic Preparedness) to Awardees of Mongolia-Australia Scholarship Program “the Services”.

The proposed period of the contract will be 12 months, from July 2018 June 2019.

1.4 English Language Training (ELT) Program

English Language Support is to include the following:

EL Module 1 - IELTS 5.0 to 5.5 (week 1 – 10)

Up to 375 hours (approximately 10 weeks).

This course is for candidates with IELTS scores of 5.0 or 5.5 at the time of application. The course objective is for the candidates to reach IELTS 6 and commence Module 2.

EL Module 2 – IELTS 6.0 to 6.5 (week 11 – 26)

Up to 600 hours (approximately 16 weeks)

Candidates with score IELTS 6 (or as assessed by the placement test) and the Module 1 candidates will begin the course at week 11. The course from week 11 – 26 will focus on increasing all candidates EL proficiency from 6 to 6.5 (or higher, as required) IELTS

Location:

- Ulaanbaatar-based with provision for provincial outreach

Requirements:

- Pre-course test to confirm participants' English language proficiency, especially candidates who apply with TOEFL certificates
- Preparation for and delivery of IELTS testing
- ELT for candidates to improve overall proficiency in reading, writing, speaking and listening in preparation for taking an IELTS examination at the end of the course
- Academic preparation for postgraduate study as an element in the ELT program

Academic Preparation Component – IELTS 6.5+

This course is for candidates with IELTS scores of 6.5+ (with no band less than 6.0) at the time of application and those who satisfactorily complete the ELT program.

- 6 week course/s
- Two courses each year: one for candidates with IELTS 6.5 or higher at application; the other for candidates who successfully complete the mainstream ELT Component.
- Courses are to be delivered prior to each mobilisation intake (semesters 1 & 2)
- Candidates are to be prepared for mobilisation and entry into selected courses

Location

The provider is required to deliver its services from secure premises in Ulaanbaatar.

Premises

The provider's premises must be secure with flexible teaching spaces to accommodate classes of different sizes and to deliver the component courses outlined above. Premises must meet

Mongolian safety standards, and will require internet access, provision for disabled access and teaching resources to deliver targeted, rigorous courses. Availability of library/learning sources would be an asset.

Timing

It is likely courses are to be delivered during the period August 2018 (or agreed start date) through to May 2019.

A further extension of the program may be considered subject to appraisals of service delivery, including quality of curriculum, course delivery and including candidates' feedback and DFAT approval.

The subcontract agreement may be novated to a new managing contractor under a new head contract agreement. The selected provider will be notified of this in June 2018.

ELT and Academic Preparation Course Timeline

	IELTS Score at entry	MONTH												
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
PART A	5.0 Entry	EL			Completion score 6.0+									
	5.5 Entry	Module 1									Proceed to Academic Preparation (below)			
PART B	6.0 Entry	EL Module 2					Completion score 6.5+							
		Academic Preparation (6 week module)					MOBILISATION		Academic Preparation (6 week module)					
	6.5 Entry	Academic Preparation (6 week module)					MOBILISATION		Academic Preparation (6 week module)					MOBILISATION
		Primarily for candidates who have completed Mainstream EL Module 2 (Part A above)												

3 Requirements

1.5 Requirements

The Provider will provide and deliver the following Services in accordance with the Timetable below.

Task	Sub-Task
1. Course Design	<p>1.1 Design and deliver a flexible program of teaching and learning in the form of a Course Design and Delivery Plan, that responds to the Scope of Services and builds upon the Draft Course Program (submitted by the Provider at tender) to include specification of:</p> <ul style="list-style-type: none"> • syllabus; • teaching and learning methods; • schedule (including the plan for duration and contact time in each module);

Task	Sub-Task
	<ul style="list-style-type: none"> • intended learning outcomes; • delivery staff, including intended guest speakers (if any); • details of the learning resources to be used; • assessment methods; • gender equality and disability and social approach (for example appropriate gender, disability and social inclusion topics to be included in the course and all course content to be gender sensitive); • monitoring and evaluation approach; and • risk table. <p>1.2 Prepare and distribute all course materials. The learning and teaching materials must be submitted to the AAM Office at least two weeks before the training commences. When teaching and learning material provided to participants is complemented, varied or substituted, the updated material must be provided to the AAM Office.</p> <p>1.3 Develop a budget for the course and supply this in Excel format for approval by the AAM Office</p>
2. Course Delivery	<p>2.2 Conduct the training for a maximum of 40 nationals per year selected through a transparent process managed by Coffey and approved by DFAT.</p> <p>2.3 Strategically manage components of the training through effective coordination, consultation and liaison with Coffey and as directed, DFAT or other relevant stakeholders.</p> <p>2.4 Manage delivery of the agreed teaching and learning program, including staff facilitating, providing inputs or other support, maintaining flexibility of arrangements and adjusting content as new needs emerge.</p> <p>2.5 Facilitate actively and continuously participant learning through guided inputs, review sessions, discussions, small group sessions and the application of adult learning principles.</p> <p>2.6 Assess the learning achieved by participants, including both formative and summative tasks, designed and delivered in ways that position the participants as active learners who contribute to the practical and strategic development of their universities.</p> <p>2.7 Ensure participants receive a certificate of participation or completion detailing the learning achieved and the amount of transferable credit earned, consistent with the Provider's agreed Course Design and Delivery Plan.</p>
3. Staffing	<p>3.1 Employ and manage sufficient and appropriately qualified/experienced personnel, as required to perform contract services.</p> <p>3.2 identify and sub contract suitable experts, lecturers, etc. to ensure a contextualised learning experience.</p> <p>3.3 Remunerate personnel in compliance with the provision and rates as set out in DFAT's Adviser Remuneration Framework (ARF), issued in October 2016.</p>
4 Reporting	<p>4.1 Keep accurate participation records for each participant in all activities. These records will be provided to Coffey on request.</p>

Task	Sub-Task
	<p>4.2 Prepare Monthly Progress Reports of no more than four (4) pages including details of completed and ongoing tasks, updated risk table and recommendations for continuous improvement.</p> <p>4.3 Prepare a financial report, detailing actual expenditure incurred. In the case of reimbursable costs, documentary evidence of payments may be requested by Coffey.</p> <p>4.4 Prepare a Completion Report of no more than ten (10) pages in length, which is to be provided in electronic format.</p> <p>4.5 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 Provider during the course will be deemed to be the intellectual property of DFAT and may not be used without the written permission of Coffey.</p>

1.6 Timeframes

Task	Indicative timing (Exact dates to be agreed with selected Provider, the Universities and Coffey)
Submit detailed Course Design and Delivery Plan for Coffey approval	May 2018 Prior to signing contract
Submit all course learning and teaching materials to the AAM Office	June 2018 Two weeks before the training commences.
Deliver ELT (modules 1 & 2) and Academic Preparation components according to the approved Plan, Budget and Program during this period.	August 2018 to May 2019
Submit Progress Report	Monthly
Organise events for participants to present the project outcomes and course closure	At the end of each module
Submit Completion Report Due	June 2019

1.7 Reporting

	Report	Due Date	Means of Verification of Reporting Milestone
1	Submit all course learning and teaching materials	May 2018	Submission and acceptance by AAM Office
3	<p>Monthly Progress Report</p> <p>The reports will be no more than four pages. The provider will maintain attendance records for each class detailing the class teacher/s and attendees (including arrival and departure times) and provide monthly reports to Coffey through the Australia Awards Mongolia Office. Reports are to include:</p> <ul style="list-style-type: none"> • candidates' progress • emerging issues • risks and concerns • breakdown of IELTS results across categories • copies of attendance records signed by class teachers. 	Monthly from commencement	Submission and acceptance by AAM Office
4	<p>Completion Report</p> <p>The report will be no more than ten pages and include most significant changes in participants' knowledge and skills, any issues that have arisen during the delivery of the course and the strategies adopted in resolving some and highlight challenges and recommendations for continuous improvement activities. It will include a full Financial Report.</p>	June 2019	Submission and acceptance by AAM Office

1.8 Health Safety and Security

The security and safety of the Provider's personnel providing the Services in the locations (Australia and Mongolia) is the sole responsibility of the Provider.

The Provider is responsible for making all safety and security arrangements for its personnel in Mongolia including accommodation, travel/transport, emergency security support and briefings.

Coffey will not under any circumstances be liable for any claim suffered by the Provider in case of accident, injury or death of the Provider personnel during the delivery of the Services in Australia and Mongolia.

1.9 Contract Management

The contract will be managed by the Project Manager based in Adelaide reporting to the Program Manager

1.10 Confidentiality

The performance of the Services may allow the Provider access to information confidential to Coffey International Development, Australia Awards Mongolia or the awardee.

The Provider must not copy, reproduce or disclose any of the Confidential Information without the prior written consent of Coffey International Development, which consent Coffey International Development may grant or withhold in its absolute discretion.

The Provider must take all reasonable steps to ensure that the confidentiality of Confidential Information is preserved.

4 Glossary

AA = Australia Awards

Coffey = Coffey International Development Pty Ltd

DFAT = Department of Foreign Affairs and Trade

DSA = Disability Support Agreement

PWD = Person living with a disability

SCA = Short Course Award

SCO = Student Contact Officer

AM – 1834

Part C: Draft Conditions of Contract

DRAFT



COFFEY INTERNATIONAL DEVELOPMENT PTY LTD

("COFFEY INTERNATIONAL DEVELOPMENT")

- and -

XXXXX

GS – XXXX SERVICES AGREEMENT

for

**AUSTRALIA AWARDS SHORT COURSE
IN
XXXX**

SERVICES AGREEMENT

THIS AGREEMENT is made

BETWEEN: **COFFEY INTERNATIONAL DEVELOPMENT PTY LTD** ABN 63 007 889 081 of 33
Richmond Road Keswick SA 5035,
("COFFEY INTERNATIONAL DEVELOPMENT")

AND **XXXXX** ABN

RECITALS

- A. Coffey International Development carries on the business of a management consultant and international project manager. Australia Awards Mongolia (AAM) is managed by Coffey International Development on behalf of the Australian Government.
- B. Coffey International Development engages the Service Provider to provide the Services and the Service Provider 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

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.

1. DEFINITIONS

- 1.1 "Acceptance Date" means the date the Services are accepted by Coffey;
- 1.2 "Agreement" means this agreement and all schedules, annexures and other documents as may be incorporated by reference.
- 1.3 "Business Day" means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- 1.4 "Coffey" means Coffey International Development Pty Ltd (Coffey International)
- 1.5 "Commencement Date" means the date specified in Schedule 1, when the supply of Services begins;
- 1.6 "Completion Date" means the date specified in Schedule 1;
- 1.7 "Confidential Information" means:
All confidential information including, but not limited to:

- 1.7.1 the terms of this Agreement;
 - 1.7.2 trade secrets and
 - 1.7.3 confidential know-how; and financial, accounting, marketing and technical information and plans, customer and supplier lists, fee rates, tender information, know-how, technology, operating procedures, price lists, data bases, source codes and methodologies, of which a party becomes aware of or generates (both before and after the day this Agreement is signed) in connection with this Agreement (including confidential information belonging to any third party including the Commonwealth of Australia represented by the Australian Department of Foreign Affairs and Trade); and
 - 1.7.4 all copies, notes and records based on or incorporating the information referred to in clause 1.7 but does not include any information that was public knowledge when this Agreement was signed or became so at a later date (other than as a result of a breach of confidentiality).
 - 1.7.5 subject to laws requiring the disclosing of information or documents, the parties agree all information obtained in connection with or incidental to the Services, including Confidential Information, 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.
- 1.8 "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.
 - 1.9 "Contractor" means the Service Provider, contracted to perform the Services under this Agreement;
 - 1.10 "DFAT" means the Australian Government's Department of Foreign Affairs and Trade;
 - 1.11 "Deliverables" means the reports and any data or other material specified in Schedule 2 required to be delivered throughout the supply of the Services;
 - 1.12 "FOI Law" means the Freedom of Information Act (Cth) 1982 and any similar legislation.
 - 1.13 "GST" means the tax imposed by the GST Law;
 - 1.14 "GST Law" has the meaning attributed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
 - 1.15 "GST Rate" has the meaning attributed in the GST Law;
 - 1.16 "Intellectual Property Rights" means all intellectual property rights, including:
 - 1.16.1 patents, plant breeders' rights, copyright, rights in circuit layouts, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - 1.16.2 any application or right to apply for registration of any of the rights referred to in clause 13, but for the avoidance of doubt excludes moral rights and performers' rights;
 - 1.17 "Laws" means all Acts of Parliament of the Commonwealth of Australia and of the State of South Australia, and the requirements of all ordinances, regulations, by-laws, orders, and proclamations;
 - 1.18 "Material" means any ideas, discoveries, inventions, information, data, compilations, records, designs, works, technology, software, methods, processes, formulas, names, logos or any other thing of any kind in which Intellectual Property Rights or other rights subsist.
 - 1.19 "notice" means written notice. "notify" has a corresponding meaning.

- 1.20 "Personnel" means any subcontractor Service Providers, employees, agents and any other person employed or engaged by the Service Provider to perform this Agreement, and includes the Service Provider's Representative;
- 1.21 "Pre-Existing Service Provider Material" means any Material made available by the Service Provider for use in the provision of the Services that existed prior to commencement of this Agreement or was developed independently from this Agreement.
- 1.22 "Prices" means the prices set out in or determined in accordance with Schedule 1;
- 1.23 "Principal's Representative" means the person identified in Schedule 1;
- 1.24 "Representative" means either of the persons nominated as the Service Provider's Representative and Coffey's Representative;
- 1.25 "Services" means the services specified in Schedule 2;
- 1.26 "Service Provider" means the Service Provider, contracted to perform the Services under this Agreement;
- 1.27 "Service Provider's Representative" means the person identified in Schedule 1;
- 1.28 "Specification" means the specifications for the Services in Schedule 2;
- 1.29 "Term" means the term of this Agreement which commences on the Commencement Date and ends on the Completion Date.

2. INTERPRETATION

- 2.1 In this Agreement (unless the context requires otherwise),
 - 2.1.1 the singular includes the plural;
 - 2.1.2 the plural includes the singular; and
 - 2.1.3 a gender includes every other gender.
 - 2.1.4 words referring to individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures;
 - 2.1.5 a reference to a party includes that party's administrators, successors and permitted assigns;
 - 2.1.6 where the day on or by which something is to be done is not a Business Day, that thing may be done on or by the next Business Day;
 - 2.1.7 a reference to a clause, subclause, schedule or attachment is a reference to a clause, subclause, schedule or attachment of this Agreement;
 - 2.1.8 the words "clause" or "schedule" refer to a clause or schedule to this Agreement;
 - 2.1.9 a reference to a clause number includes its sub-clauses;
 - 2.1.10 the word "or" is not exclusive;
- 2.2 This Agreement between the parties comprises these standard terms and conditions and all the documents comprised in, and incorporated by reference to, the Schedules. If any of the documents comprising this Agreement are inconsistent, they shall take priority in the following order:
 - 2.2.1 the special conditions (if any) in Schedule 1;
 - 2.2.2 these standard terms and conditions (excluding Schedule 2); and
 - 2.2.3 Schedule 2.

3. TERM

- 3.1 This Agreement starts on the Commencement Date and ends on the Completion Date unless terminated earlier ("Term").
- 3.2 Coffey may extend the Term for the period specified in Schedule 1 by giving written notice to the Service Provider within the period specified in Schedule 1.

4. SERVICES

- 4.1 The Service Provider must provide the Services described in the Schedule 2 in accordance with the terms and conditions of this Agreement.
- 4.2. The Service Provider must either complete the Services by the Completion Date or provide the services at all agreed times during the Term, as specified in the Services Agreement.
- 4.3. The Services must:
 - 4.3.1. be free from defects in performance;
 - 4.3.2. meet their purpose; and
 - 4.3.3. be complete and in accordance with the description in the Services Agreement.
- 4.4. Coffey may inspect the performance and outcome of the Services at any time.
- 4.5 Coffey may at any time give written notice to the Service Provider proposing a Variation ("Variation Proposal") to the scope of the Services ("Varied Services").
- 4.6 Coffey and the Service Provider must agree in writing to the price for the Varied Services as contained in Coffey's Variation Proposal.
- 4.7 The Variation Proposal does not take effect unless and until the parties reach a written agreement contemplated in clause 4.5, and the Service Provider must still perform the Services as required under this Agreement.
- 4.8 Unless the Services Agreement states otherwise, the Services may be provided by the Service Provider either personally or through the employment/subcontracting of other persons.
- 4.9. The Service Provider warrants that it will exercise skill, care and diligence to a high standard in providing the Services.
- 4.10. In providing the Services the Service Provider must:
 - 4.10.1. comply with any reasonable directions given by or on behalf of Coffey from time to time;
 - 4.10.2. comply with all policies procedures and directives of Coffey so far as they are made known to the Service Provider;
 - 4.10.3. comply with all applicable standards, laws and regulations;
 - 4.10.4. take all reasonable practical measures to ensure the Service Provider's own safety and the safety of the Service Provider's employees;
 - 4.10.5. provide and use appropriate safety equipment and clothing and require employees of the Service Provider to use that equipment;
 - 4.10.6. provide all labour, materials, plant and equipment necessary to perform the Service Provider's obligations under the Agreement;
 - 4.10.7. provide Coffey on request with written evidence of Work Cover and prescribed payments taxation registration (if applicable).

- 4.11. If the Services do not meet their purpose or are not in accordance with the Services Agreement, Coffey may by notice require the Service Provider to redo the Services at no additional cost to Coffey.
- 4.12. Where the Service Provider fails to:
- 4.12.1. remedy a defect in performance of the Services; or
 - 4.12.2. redo the Services; within the time specified in a notice given by Coffey under clause 4.11, Coffey may arrange for the performance of the necessary work and recover the cost from the Service Provider.

5. DELIVERABLES

- 5.1 If the Service Provider is to provide Deliverables then the details of the Deliverables (if any) set out in Schedule 1, including the delivery dates and the form and content requirements, must be complied with by the Service Provider.
- 5.2 Title in the Deliverables will vest in Coffey on their delivery to Coffey.

6. SERVICE PROVIDER'S WARRANTIES

- 6.1 The Service Provider warrants that the Services will:
- 6.1.1 be provided in full, with due care and skill;
 - 6.1.2 be performed by the Service Provider and/or its Personnel; and
 - 6.1.3 be performed to the Specification.

7. SERVICE PROVIDER'S RELATIONSHIP, RESOURCES AND CONDUCT

- 7.1 The Service Provider must:
- 7.1.1 conduct itself in a manner that does not invite, directly or indirectly, Coffey's officers, employees or agents to behave unethically, to prefer private interests over Coffey's interests or to otherwise contravene the Code of Ethics for the Australian Government, and .
 - 7.1.2 ensure that its Personnel observe and comply with the provisions of this Agreement.
- 7.2 The Service Provider is able to subcontract or delegate work to others but remains responsible for the agreed contract outcomes.
- 7.3 The Service Provider is liable to Coffey for the acts and omissions of any subcontracted Service Provider as if they were the acts or omissions of the Service Provider.
- 7.4. The Service Provider must not assign or attempt to assign any rights under the Services Agreement without Coffey written consent.
- 7.5. Nothing in the Services Agreement (including these Conditions) constitutes a relationship of employer and employee, principal and agent, or partnership between Coffey and the Service Provider.
- 7.6 The Service Provider acknowledges that the Services Agreement (including these Conditions) do not give the Service Provider or the Service Provider's employees authority to bind Coffey.
- 7.7 The Service Provider must not, and must ensure that the Service Provider's employees do not, directly or indirectly assume or create or attempt to assume or create any obligation on behalf of or in the name of Coffey.

- 7.8 The Service Provider agrees that any amount paid by Coffey under this agreement can be taken to offset against any claims of underpayment at a later date.

8. SERVICE PROVIDER'S REPRESENTATIONS

- 8.1 The Service Provider represents that prior to entering this Agreement it has made such enquiries and examined such information as it considers necessary to satisfy itself:
- 8.1.1 as to the nature, scope extent and degree of difficulty of the services to be performed by it pursuant to this Agreement; and
 - 8.1.2 as to the availability of suitably qualified and experienced personnel, and all other facilities and information which it is required to provide for the purpose of supplying the Services.

9. NO MINIMUM PURCHASE

Coffey is under no obligation to purchase a minimum quantity of Services from the Service Provider during the Term.

10. NON-EXCLUSIVITY

- 10.1 This Agreement is entered into on a non-exclusive basis.
- 10.2 Coffey may purchase other services similar to the Services in this Agreement from other providers.

11. PRICE

- 11.1 In consideration for the supply of the Services, Coffey will pay the Price.
- 11.2 The Prices include all taxes, duties or government charges imposed or levied in Australia or overseas in connection with this Agreement.
- 11.3 The Prices include all costs of compliance with the Service Provider's obligations under this Agreement. No other costs or expenses are payable by Coffey.

12. TERMS OF PAYMENT

- 12.1 The Service Provider must submit to Coffey correctly rendered invoices.
- 12.2 An invoice will be correctly rendered if:
- 12.2.1. it complies with the requirements of the Services Agreement;
 - 12.2.2. (if appropriate and required by Coffey), it is accompanied by documentation substantiating the amount claimed.
- 12.3. Unless the Services Agreement states otherwise, Coffey will pay for the Services within 30 days after:
- 12.3.1. completion of the Services; or
 - 12.3.2. receipt of a correctly rendered invoice for the Services; whichever is later.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 This Clause 13 does not affect the ownership of the Intellectual Property Rights in any Pre-Existing Service Provider Material or third party Material.
- 13.2 The Service Provider must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Pre-Existing Service Provider Material or third party Material available as part of the Services.
- 13.3 All Intellectual Property Rights in the Contract Material vest in Coffey on creation.
- 13.4 To the extent that:
- (a) Coffey needs to use any of the Pre-Existing Service Provider Material or third party Material to receive the full benefit of the Services, the Service Provider grants to, or must obtain for Coffey, a perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Pre-Existing Service Provider Material or third party Material; or
 - (b) the Service Provider needs to use any of the Contract Material, Coffey grants to the Service Provider, subject to any conditions or restrictions specified by Coffey, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate such Contract Material.
- 13.5 The licence granted to Coffey under Clause 13.4 (a) does not include a right to exploit the Pre-Existing Service Provider Material or third party Material for commercial purposes.
- 13.6 The licence granted to the Service Provider under Clause 13.4 (b) does not include a right to exploit the Contract Material for commercial purposes.
- 13.7 The Service Provider indemnifies Coffey, its officers, employees and agents against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other intellectual property rights, by reason of Coffey receipt or enjoyment of the Service.

14. INDEMNITY

- 14.1 The Service Provider indemnifies, and undertakes to keep indemnified, Coffey and its employees, from and against any costs, losses, damages, expenses (including legal expenses) liabilities or other outgoings of whatever kind suffered or incurred by Coffey arising directly out of or in respect of:
- 14.1.1 any negligence, wrongful act or omission or breach of duty by the Service Provider or any of its Personnel;
 - 14.1.2 any breach of a warranty given under this Agreement; or
 - 14.1.3 any Event of Default or breach by the Service Provider of any of the provisions of this Agreement.
- 14.2 The Service Provider's liability to indemnify Coffey under clause 14 will be reduced proportionately to the extent that the loss or liability indemnified was contributed to by negligence or any unlawful act or omission by Coffey.
- 14.3 This clause will survive termination of this Agreement.

15. INSURANCE

- 15.1 The Service Provider must effect and maintain all insurance policies set out in Schedule 1.
- 15.2 The policies referred to in Schedule 1 must be in the name of the Service Provider and must cover the Service Provider and all subcontracted Service Providers for their respective rights, interests and liabilities.
- 15.3 Coffey, in specifying levels of insurance in this Agreement accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of those insurances in respect of how they may or may not respond to any loss, damage or liability.
- 15.4 The Service Provider acknowledges and agrees that it is the Service Provider's responsibility to assess and consider the risks and scope of insurances required under this Agreement.

16. FORCE MAJEURE

- 16.1 Force Majeure means an event or circumstance which prevents a party ("the Affected Party") from complying with any of its obligations under this Agreement and which that the Affected Party:
 - 16.1.1 did not cause;
 - 16.1.2 cannot control or influence; and
 - 16.1.3 cannot prevent or avoid through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of services from another source and work around plans.
- 16.2 The Affected Party must notify the other party if the Force Majeure is preventing it from complying with any of its obligations as soon as it becomes aware of the Force Majeure.
- 16.3 The Affected Party's rights and obligations will be suspended to the extent and for so long as the performance of the Affected Party's rights and obligations are prevented or delayed by the Force Majeure.
- 16.4 The Affected Party must keep the other party informed of the continuation and expected duration of the Force Majeure and of measures taken to comply with this clause.
- 16.5 The Affected Party must recommence performance of its obligation as soon as possible without delay after the Force Majeure has ceased to exist.

17. TERMINATION

- 17.1 At any time after a default event occurs Coffey may terminate the Services Agreement with immediate effect by giving notice in writing to the Service Provider.
- 17.2 A default event will be taken to have occurred if any of the following events occurs:
 - 17.2.1 the Service Provider fails to start providing the Services on the date specified in the Services Agreement;
 - 17.2.2 the Service Provider fails to proceed at a rate likely to achieve completion of the Services by the Completion Date (if any) specified in the Services Agreement;
 - 17.2.3 the Service Provider fails to complete the Services by the Completion Date (if any) specified in the Services Agreement;
 - 17.2.4 the Service Provider ceases to provide the Services at any time during the Term (if any) specified in the Services Agreement;
 - 17.2.5 the Service Provider fails to:

- 17.2.5.1. provide and pay for appropriate insurance as required by clause 15; or
 - 17.2.5.2 provide Coffey with proof of appropriate insurance upon request by Coffey as required by clause 15;
 - 17.2.6 the Service Provider breaches any other provision of the Services Agreement (including these Conditions) and fails to remedy the breach within 30 days after receiving written notice requiring that to be done;
 - 17.2.7 any step is taken to enter into any arrangement between the Service Provider and the Service Provider's creditors;
 - 17.2.8 the Service Provider ceases to be able to pay the Service Provider's debts as they become due;
 - 17.2.9 the Service Provider ceases to carry on business; or
 - 17.2.10 any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of the Service Provider's assets or business.
- 17.3 Where, before its termination of the Services Agreement under this clause 17 Coffey has paid an amount on account of the Contract Price to the Service Provider, the Service Provider must on termination repay that amount to Coffey. If not so paid, the amount is recoverable by Coffey from the Service Provider as a debt.
- 17.4 If the Services Agreement is terminated under this clause 17:
- 17.4.1 the parties are relieved from future performance without prejudice to any right of action that has accrued at the date of termination;
 - 17.4.2 rights to recover damages are not affected; and
 - 17.4.3 the Service Provider indemnifies Coffey in respect of any loss Coffey may incur in purchasing similar services from alternative suppliers.

18. TERMINATION FOR CONVENIENCE

- 18.1 If there is a policy or funding decision which impacts upon the Australia's overseas development assistance budget and associated programs, DFAT has an unfettered discretion to, by notice to Coffey International Development, terminate or reduce the scope of the Head Contract.
- 18.2 Without limiting Coffey's rights under this Contract, at law or in equity, Coffey's rights under this Clause 18.2 include the discretion to terminate or reduce the scope of this Contract if DFAT determines that the continuation of this Contract, or the continuation of a program or initiative for the purposes of which this Contract was entered into, does not support the achievement of value for money by DFAT.
- 18.3 The parties acknowledge and agree that such a determination by DFAT may be made in the absence of a breach of this Contract by the Service Provider and due to circumstances beyond the Service Provider's and Coffey's control.
- 18.4 If Coffey terminates this Agreement under this Clause 18, Coffey will only be liable to the Service Provider for the following loss or damage incurred as a direct consequence of termination of this Agreement to the extent that they can be reasonably substantiated and are unable to be avoided or mitigated:
- (a) fees and any Reimbursable Costs, as payable under Schedule 3 (Pricing Schedule) for Goods and/or Services provided before the effective date of termination (on a pro-rata basis, if applicable); and

- (b) excluding all other loss or damage, including the cost of redundancies, the costs of terminating any subcontracts, loss of profits and all other forms of expectation loss.

18.5 Coffey is not obliged to make any further payments to the Service Provider (whether under this Agreement, at law or in equity) if Coffey exercises its rights in Clause 18.2 except as expressly provided under this Clause 18.

19. CONFIDENTIALITY

19.1 Neither Party, nor their Personnel may disclose, use or make public the Confidential Information of the other Party (or Confidential Information disclosed by or on behalf of the other) unless required by law, necessary for legal proceedings, provided with the written consent of the relevant Party, or required to manage the Contract. If the Confidential Information is required to be disclosed under this Clause 19.1, a Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.

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

20. GOVERNING LAW AND JURISDICTION

This Contract and any transactions contemplated under this Contract are governed by, and are to be construed in accordance with the laws of South Australia. Each Party to the Contract unconditionally submits to the exclusive jurisdiction of the courts of South Australia.

21. PRIVACY

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

- (a) comply with the Australian Privacy Principles as they apply to Coffey, including:
 - (i) to use or disclose personal information only for the purposes of this Contract;
 - (ii) take necessary steps to ensure adequate security measures are in place to protect personal information from misuse, interference and loss and from unauthorised access, modification or disclosure;
 - (iii) comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient;
- (b) not do any act, or engage in any practice, that would – if done in or engaged in by Coffey – breach the Australian Privacy Principles;
- (c) comply with any reasonable request or direction of Coffey or the Privacy Commissioner in relation to access to, or handling of, personal information;
- (d) immediately notify Coffey if it becomes aware of a breach or possible breach of any obligations referred to in this clause, or the initiation of any action by the Privacy Commissioner relevant to this Contract; and
- (e) investigate any complaint arising out of a breach or possible breach of any obligations referred to in this clause, and notify Coffey of that investigation and outcome.

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

22. TAXES

- 22.1 Unless otherwise indicated, the amount payable under the Contract for each supply of Goods and/or Services under this Contract as listed in **Schedule 3** (Service Provider's Scope and Budget) is the value of that supply plus any GST imposed under the GST Act. Payment by Coffey to the Service Provider of the GST shall be subject to the Service Provider providing Coffey with a valid Tax Invoice issued in accordance with the relevant provisions of the GST Act and regulations.
- 22.2 The total amount of GST payable by the Service Provider, and for which the Service Provider seeks payment from Coffey in respect of the supply shall be shown as a separate item on the Service Provider's Tax Invoice.

23. DISPUTE RESOLUTION

- 23.1 If a dispute arises under this Contract, prior to commencing any arbitration or court proceedings – other than for interlocutory relief or where an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Service Provider, or Coffey is exercising a right to terminate – the Parties must act in good faith and use their reasonable endeavours to resolve the dispute as follows:
- (a) the Party claiming that there is a dispute must give the other a written notice in accordance with **Clause 24** (Notices) setting out the nature of the dispute;
 - (b) within ten (10) Business Days following notice, attempt to resolve the dispute through direct negotiation between the Service Provider Representative and Coffey Representative;
 - (c) if still unresolved, refer the dispute to each Party's Escalation Representative as set out in the Contract Details, who must in good faith work to resolve the dispute within a further ten (10) Business Days or any other agreed period;
 - (d) if still unresolved, the Parties have thirty (30) Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or conciliation rather than litigation or arbitration; and
 - (e) if the dispute is not resolved in that time or there is no agreement to, or submission of the dispute to mediation or conciliation within a further thirty (30) Business Days, then either Party may commence legal proceedings.
- 23.2 Subject to **Clause 12** (Terms of Payment), the Service Provider and Personnel must continue to comply with its obligations under this Contract, notwithstanding that there is a dispute between the Parties, or that legal proceedings are pending or current.

24. NOTICES

- 24.1 A notice given under this Contract:
- (a) must be in writing, signed by the Representative, or other authorised officer, marked for the attention of the person set out in Schedule 1, and sent to that person's relevant address, by prepaid ordinary post (airmail if posted to or from a place outside Australia), or by email to the person's email address; and
 - (b) will be taken to be received on the date it is delivered (if hand-delivered to the Party), in the case of a pre-paid letter sent by ordinary mail, on the third Business Day after posting (or seventh if posted to or from a place outside of Australia), or in the case of email, when it is delivered to a system from which the addressee can retrieve it.

25. COUNTER-TERRORISM

- 25.1 The Service Provider must ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to:
- (a) organisations and/or individuals associated with terrorism, and
 - (b) organisations and individuals for whom Australia has imposed sanctions under: the Charter of the United Nations Act 1945 (Cth) and regulations made under that Act; the Autonomous Sanctions Act 2011 (Cth) and regulations made under that Act or the World Bank List or a Relevant List.

26. FRAUD

- 26.1 The Service Provider must not, and must ensure that its Personnel do not, engage in any Fraud and must prevent and detect Fraud, including Fraud by its Personnel.
- 26.2 The Service Provider must ensure that its Personnel are responsible and accountable to the Service Provider for preventing and reporting any Fraud as part of their routine responsibilities.
- 26.3 If the Service Provider becomes aware of a Fraud, it must report the matter to Coffey in writing within five (5) Business Days. The written report to Coffey must be signed by a Service Provider authorised person and must include the following (where known):
- (a) name of any Personnel (including any sub-contractors) involved;
 - (b) the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - (c) the names of the suspected offender(s) (where known);
 - (d) details of witnesses;
 - (e) copies of relevant documents;
 - (f) references to any relevant legislation;
 - (g) a nominated contact officer;
 - (h) any other relevant information (e.g., political sensitivities, any other party or agency that has been informed, involved or that can assist with investigations); and
 - (i) the current status of any inquiries commenced by the Service Provider.

27. PUBLICITY

The Service Provider may not make media or other announcements or releases relating to this Agreement without Coffey's prior written approval except to the extent that the announcement or release is required to be made by law.

28. NOVATION

Under the Head Contract between DFAT and Coffey, DFAT has the right of substitution to further novate the Services Agreement to another contractor. The Service Provider, by entering into this Services Agreement for the provision of the Services, acknowledges that this Agreement can be novated and it does not create any contractual relationship between DFAT and the Service Provider.

29 COMPLIANCE WITH DFAT POLICIES

The Service Provider and its Personnel will ensure it is compliant with all DFAT policies as applicable including:

- (a) the child protection compliance standards in the *Child Protection Policy* for the DFAT – Australian Aid Program, <http://dfat.gov.au/international-relations/themes/child-protection/Pages/child-protection.aspx>
- (b) Disability Action Strategy: <http://dfat.gov.au/about-us/publications/Pages/disability-action-strategy-2017-2020.aspx>
- (c) *the Family Planning and the Aid Program: Guiding Principles (2009)* for the DFAT – Australian Aid Program, accessible on the DFAT website at: www.dfat.gov.au;
- (d) information accessibility requirements contained in the *Guidelines for preparing accessible content* for the DFAT – Australian Aid Program, accessible on the DFAT website at: www.dfat.gov.au;
- (e) the *Environment Management Guide for Australia's Aid Program (2012)* for the DFAT – Australian Aid Program and the *DFAT Environment Protection Policy (2014)* accessible on the DFAT website at: www.dfat.gov.au;
- (f) *Gender Equality and Women's Empowerment Strategy 2016* <http://dfat.gov.au/about-us/publications/Documents/gender-equality-and-womens-empowerment-strategy.pdf>
- (g) Anti-Corruption - The Australian Government supports ethical business practices, and the prosecution of those who engage in illegal practices.
<http://dfat.gov.au/internationalrelations/themes/corruption/Pages/corruption.aspx#anti-corruption>
- (h) Counter – Terrorism - ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to terrorism
<http://dfat.gov.au/international-relations/security/counter-terrorism/our-role/Pages/department-of-foreign-affairs-and-trade-s-counter-terrorism-role.aspx>
- (i) *Fraud Control and Anti-Corruption Plan July 2016* <http://dfat.gov.au/about-us/publications/Documents/fraud-control-anti-corruption-plan.pdf>
- (j) Commonwealth Procurement Rules and Guidelines
<http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/>
- (k) Commonwealth Grant Rules and Guidelines <http://www.finance.gov.au/resource-management/grants/>

EXECUTED as an Agreement

SIGNED for and on behalf of **COFFEY INTERNATIONAL DEVELOPMENT PTY LTD**

Signature

Name

Position

In the presence, of

Witness

SIGNED for and on behalf of **XXXX**

Signature

Name

Position

In the presence, of

Witness

SCHEDULE 1

CONTRACTOR:

PROJECT:

CONTRACTOR'S EXPERTISE: Design & delivery of training courses

COMMENCEMENT DATE

COMPLETION DATE:

HEAD CONTRACT:

LOCATION:

SERVICES

Deliver a short course in

See Schedule 1 – Scope of Services

QUALIFIED PERSONS (clause 4.8):

Position	Name	No. of Days for Services
Course Designer/ Course Leader		
Co-Facilitator		
Course Coordinator		
Course Delivery		
Welfare Officer		

SERVICE FEES

The total amount payable for the delivery and management of the course shall not exceed the sum of up to: AUD XXXXX 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 AUDXXXX excluding GST as detailed in Schedule 3 – Service Provider’s Proposal and Budget
- II. Fixed Key Personnel Costs of AUDXXXX excluding GST as detailed in Schedule 3 – Service Provider’s Proposal and Budget
- III. Reimbursable Costs up to AUDXXXX excluding GST as detailed in Schedule 3 – Service Provider’s Proposal and Budget

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:

Milestone Payments

Milestone Number	Description of Milestone	Milestone Payment Amount AUD (Ex-GST)	Due Date	Means of Verification/ Acceptance
<u>1</u>	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.	AUD Fixed Key Personnel Costs (not including Fixed Management Fee) as per the approved Service Fees		Completion of course planning and preparation to Coffey’s satisfaction including the detailed Course Design and Delivery Plan, Budget and Nominated Personnel.
<u>2</u>	Progress Report submitted and approved by Coffey including financial reconciliation.	Maximum of AUD Based on actual Reimbursable Costs incurred to date (as per		Written acceptance by nominated Coffey Representative. Reimbursable Costs summary and invoice submitted and approved by Coffey including financial

Milestone Number	Description of Milestone	Milestone Payment Amount AUD (Ex-GST)	Due Date	Means of Verification/ Acceptance
		the approved Course Budget)		reconciliation.
<u>3</u>	Completion of other Services generally required by Contract to Coffey's satisfaction.	Maximum of AUD Based on actual Reimbursable Costs incurred to date (as per the approved Course Budget)		Written acceptance by nominated Coffey Representative. Reimbursable Costs summary and invoice submitted and approved by Coffey including financial reconciliation.
<u>4</u>	Course completed to Coffey's satisfaction. Completion Report submitted and approved by Coffey including financial reconciliation. Completion of other Services generally required by Contract to Coffey's satisfaction.	Maximum of AUD Based on the budgeted Fixed Management Fee		Written acceptance by nominated Coffey Representative

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:

XXXX

Senior Project Manager

Coffey International Development

33 Richmond Road Keswick SA 5035

Email: @coffey.com

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

INSURANCE POLICIES REQUIRED:

Public and products liability

\$20 million

Professional indemnity

\$5 million

Workers compensation

As legislated

REPRESENTATIVES

Coffey's Representative

Name:

Position:

Telephone:

Email:

Service Provider's Representative

Name:

Position:

Telephone:

Email:

SCHEDULE 2
SCOPE OF SERVICE

DRAFT

SCHEDULE 3
SERVICE PROVIDER'S PROPOSAL

DRAFT

SCHEDULE 4

Coffey International Development

Code of Conduct and Client Service Standards

Purpose

The purpose of a Code of Conduct and Client Service Standards is to provide a framework for decisions and actions in relation to our Employees' conduct both in employment and as Coffey International Development representatives in front of our clients. 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 and client service expected from Employees.

It is important for Coffey International Development staff and team members to understand that its clients are contracting and paying Coffey to be a professional, responsive and proficient contractor. In the context of this, Coffey staff and team members are not to approach clients for solutions or additional inputs for every problem, rather they should be able to identify and quickly address and solve problems in activity management.

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:

- on Company premises;
- while on duty in any place where Employees of any Coffey company are working;
- representing a Coffey company;
- at a work function organised by a Coffey company;
- travelling for business related purposes.

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: <ol style="list-style-type: none">1. vehicles2. offices3. car parks4. client worksites5. demountables6. workshops7. warehouses8. 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 and Client Service Standards
- The effective implementation, promotion and support of the Code of Conduct and Client Service Standards in their areas of responsibility
- Ensuring Employees under their control understand and follow the provisions outlined in the Code of Conduct and Client Service Standards.

Employees

All Employees are responsible for:

- Undertaking their duties in a manner that is consistent with the provisions of the Code of Conduct and Client Service Standards
- Reporting suspected corrupt conduct
- Reporting any departure from the Code of Conduct and Client Service Standards by themselves or others.

Code of Conduct

Coffey International Development 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:

1. 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.
2. 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.
3. 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;
- 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 General Manager and CEO
- giving evidence in court
- 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 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 and Client Service Standards, 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 and Client Service Standards may result in disciplinary and/or criminal action.

Corrupt Conduct

Commonly it 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.

Client Service Standards

All Coffey International Development staff and team members are committed to the following Client Service Standards:

- Implement activities professionally, with a focus on quality, developmental impact and long term sustainability and with proper regard to cross-cutting development policies, such as gender and the environment, and the whole-of-government approach to development.
- Maintain productive relationships with their counterpart Government and activity stakeholders. This includes a genuine focus on transferring skills to counterparts and promoting counterparts' longer term 'ownership' throughout the delivery of the activity.
- Focus on achieving results and outcomes in a manner that is always accountable and demonstrates probity, procedural fairness and value for money.
- Take responsibility for progress of activities, consulting actively with the client and their counterpart on important problems and issues.
- Use experience and judgement to identify substantive problems in advance and then approach the client (and where appropriate the counterpart) with well-considered, well costed, options and recommendations.
- Demonstrate value adding, innovation, analytical rigour and quality assurance in project or activity management. This includes ensuring quality, clarity and accuracy of reporting, invoicing and financial management.
- Promote high standards of personal conduct/behaviour, teamwork and respect at all times. Lapses in these areas undermine relationships with counterparts, undermine activity effectiveness and reflect poorly on the client.
- Never make decisions that are the proper preserve of foreign governments and/or the funding agency, which alter the substance of the activity or create 'surprises' for the client or the counterpart.

Breaches of the Code of Conduct and Client Service Standards

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

Breaches of this Code of Conduct and Client Service Standards 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 Client Service Standards and will comply with its contents.

Name	
Position	
Program	
Signature	

Acknowledged by Coffey International Development Pty Ltd

Name	
Signature	

AM – 1834

**Part D: Selection Criteria and Information
Required for Technical Assessment**

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6	Goods and Services Tax (GST)	7

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.

The Technical Proposal will be worth 80% of the total assessment score.

2 Selection Criteria

Proposals should be presented in the following format. Each category should be addressed individually under the criterion headings. The weighting of each of the criterion is provided in the following table:

Criterion	Weighting (%)
A. Prior performance and demonstrated training experience	25
B. Technical capacity and response to course specification	25
C. Core personnel	20
D. Social Inclusion	5
E. Innovation and Value for Money (non- financial)	5
Total	80

A. Prior performance and training experience: (25% of the technical assessment)

The Tenderer must demonstrate:

- i. Capability and expertise in the technical components as outlined in the Scope of Services, specifically English language training and Academic Preparation for postgraduate studies in Australia.
- ii. Demonstrated experience in conducting short-term English Language training for adult learners
- iii. Demonstrated experience in designing and delivering academic preparation programs for international students

B. Technical capacity and response to course specification: (25% of the technical assessment)

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

- i. Particular focus will be given to how the provider will design and deliver the course/s as outlined in the Scope of Services. Consideration will be given to how this is addressed in the proposal and the course outline, including intended teaching and learning material and intended delivery modes and innovative approaches.
- 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
- iii. 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
- iv. Identify key risks and/or challenges in the design and delivery of the course and how those will be managed.

C. Core personnel: (20% of the technical assessment)

The Tenderer must nominate team members who have the appropriate qualifications and experience to design and implement the two components: ELT and APP. Tenders must highlight at a minimum the following:

- i. Core personnel:
 - a. English language training - Course Leader and Teaching Staff
 - b. Academic preparation program - Course Leader and Teaching Staff
- ii. Ability to retain quality personnel.

It is expected that the successful tenderer indicates the key specialists identified in the proposal. Substitution of these specialists would require Coffey approval.

D. Social Inclusion (5% of the technical assessment)

- iii. Design the course to enable the achievement of course objectives, including how gender equality, women's empowerment and disability, cross cultural delivery and sensibility and social inclusion will be integrated into course content and practical activities.

E. Innovation and Value for Money: (Not \$) (5% of the technical assessment)

- iv. Examples of innovation in delivery effectiveness, special approaches to engage/empower participants, progress mentoring, sustainability, previous work with delivery partners, etc.
- v. Cost effective delivery – demonstrate benefits from factors such as consortium arrangements, partnerships, existing delivery models, resources and/or materials that will contribute to effective course delivery.

3 Annexes

The technical proposal should include the following Annexes.

Please note! The templates for these annexes are in separate MS Word documents provided to the tenderers. All tenderers must use these templates or the submission may be deemed to be non-compliant and excluded from consideration.

If submitting in PDF, please check that all information is captured prior to submission.

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)
English Language Training – Course Leader	<Insert ARF level>				
English Language Training – other personnel (if applicable)					
Academic Preparation – Course Leader					
Academic Preparation – other personnel (if applicable)					

Certified CVs of not more than three pages each are to be provided for the ELT and APP Course Leader. 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 each) outlining approach to design and delivery of the English Language Training & Academic Preparation Program to enable the achievement of course objectives.

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

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**Part E: Selection Criteria and Information
Required for Price Assessment**

1 Financial Proposal

Tenderers must submit a Financial Proposal as a part of their Submission in the separate MS Excel Spreadsheet provided.

It should be a stand-alone proposal and NOT to form a part of the Technical Proposal.

This proposal must be submitted in a separate document.

The Financial Proposal will be worth 20% of the total assessment score.

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 *Service Fees* for Australia Award Mongolia 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 *Tender Financial Proposal* MS Excel spreadsheet (provided to the Tenderers).

Part A: Fixed Fees (non-reimbursable costs)

Schedule 1 Core personnel course design & delivery costs

Schedule 2 Fixed management fee

Schedule 3 Summary of Unit Costs for Coffey Price Comparison

Please note - Fixed costs associated with Part A are assessed as part of the financial proposal.

Part B: Reimbursable Fees

Schedule 5 Reimbursable costs for course delivery

Please note – Reimbursable costs associated with the course delivery **are to be completed by tenderers but will not to be assessed 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

Schedule 1: Core personnel course delivery cost

Core personnel costs for the design and delivery of the course, expressed as number of person days at a daily rate for each of the key delivery positions. Each of these positions must include a nomination of one person only.

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 Market Reference Point rates, unless previously approved by the Australian Government.

Schedule 2: 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 C. 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 Service Fees: 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 Cost

Schedule 2: Fixed Management Fee

Schedule 3: Summary of Unit Costs for Coffey Price Comparison

Schedule 4: Reimbursable Costs

Please note! The template for the Financial Proposal is a separate MS Excel spread sheet provided to the tenderers. All tenders must use this template or the submission may be deemed to be non-compliant and excluded from consideration.

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.