



Australian Government
AusAID

20 October 2011

Request for Tender

Deployee Support Services
For
Papua New Guinea (DSSPNG)
ATM AA1112 - 29

REQUEST FOR TENDER

Employee Support Services for Papua New Guinea (DSSPNG)

AusAID manages the Australian Government's official overseas aid program. AusAID assists developing countries to reduce poverty and achieve sustainable development, in line with Australia's national interest. AusAID is seeking tenders from organisations interested in providing services for the **Employee Support Services** (the "**Project**") for PNG, for an initial contract period up to **fifteen (15) months**, planned to commence no later than **1 April, 2012**.

The objective of the **DSSPNG** is to provide cost effective support services to agreed standards:

- (a) for Deployees for PNG and their dependants, to enable the Deployees to work effectively and reside safely and comfortably in PNG; and
- (b) for Deployees from the Government of PNG to Australia, to enable the Deployees to work effectively and reside safely and comfortably in Australia.

The successful Tenderer will initially be contracted for a period of **fifteen (15) months** including a one (1) month Transition Phase commencing **1 April, 2012**. The Contract will allow for an option for AusAID to extend the Contract for up to a further three (3) years.

It is estimated that the potential number of Deployees receiving support could commence at around seventy (70) Long-Term personnel (and their Dependants) and fifty (50) Short-Term personnel per financial year. Short Term Deployees are not entitled to be accompanied by their Dependants.

In addition, AusAID currently leases two apartment blocks for up to twelve (12) A-based staff and anticipates will be accommodating a further eight (8) in other lease accommodation arrangements in the future.

Other Australian Government Organisations (AGOs) may avail themselves of the Period Offer resulting from this Request for Tender. Consequently, the volume of the services required under this RFT may increase in accordance with the requirements of the other AGOs.

If your organisation chooses to lodge a tender (the "**Tender**") it must be submitted on the terms of this document and the attached Parts (together referred to as the "**Request for Tender**" or "**RFT**"). The required services (the "**Services**") are described in detail in **Part 4 - Scope of Services**.

STRUCTURE OF THE RFT

This Request for Tender has two sections and six parts as follows:

Section 1

Part 1 Project Specific Tender Conditions

Part 2 Standard Tender Conditions

Section 2 (Becomes the Period Offer Deed)

Part 3 Period Offer Deed Conditions and Standard Contract Conditions

Part 4 Scope of Services (Schedule 1 to Period Offer Deed)

Part 5 Basis of Payments (Schedule 2 to Period Offer Deed)

Part 6 Schedules to the Period Offer Deed (3-8)

Part 7 Services Orders:

- A. Services Order 1 (SGP);
- B. Services Order 2 (AusAID co-located SNP staff);
- C. Services Order 3 for other Deployee Support Services;
- D. Tasking Note (Services Order 3 and 4); and
- E. Services Order 4 (Accommodation Management Services).

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

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

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

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

AusAID Contracts Charter

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

are encouraged to access and inform themselves of the Charter which is available on URL:
<http://www.aisaid.gov.au/business/pdf/charter.pdf>

SECTION 1, PART 1 – TENDER PARTICULARS

1. TENDER PARTICULARS

Closing Time: (Clauses 1.11 and 1.15, Part 2)	2.00 pm local time in Canberra Australian Capital Territory, Wednesday 4 January 2012.
Mode of submission: (Clause 1.1, Part 2)	<u>Either:</u> - Electronically, via AusTender at https://tenders.gov.au before the tender Closing Time ; or - In hard copy, by depositing by hand in the Canberra Tender Box before the tender Closing Time .
Electronic Tender Lodgement Address: (Clauses 1.11, Part 2)	Via AusTender at https://tenders.gov.au
Hard Copy Tender Lodgement Address: (Clause 1.15, Part 2)	Tender Box, Ground Floor, AusAID, 255 London Circuit, Canberra ACT 2601, AUSTRALIA.
Business Hours for hard copy lodgement: (Clause 1.15, Part 2)	Monday to Friday, 8.30 am to 5.00 pm local time in Canberra, Australian Capital Territory excluding public holidays.
Number of Copies of Tender: (Clause 1.6, Part 2)	<u>For electronic tender lodgement</u> Tender Schedule A - Technical Proposal: One (1) electronic copy. Tender Schedule B - Specified Personnel: One (1) electronic copy. Tender Schedule C - Financial Proposal: One (1) electronic copy in a separate file. Tender Schedule D - Financial Assessment material: One (1) electronic copy in a separate file. Tender Schedule E – Additional Information: One (1) electronic copy. <u>For hard copy tender lodgement</u> Tender Schedule A - Technical Proposal: One (1) printed Original and three (3) copies. Tender Schedule B - Specified Personnel: One (1) printed Original. Tender Schedule C - Financial Proposal: One (1) printed Original, in a separate, sealed envelope. Tender Schedule D - Financial Assessment material: One (1) printed Original in a separate sealed envelope. Tender Schedule E - Additional Information: One (1) printed Original. One (1) CD/DVD: containing the files specified as for

	electronic lodgment.
Endorsement of hard copy Tenders: (Clause 1.17, Part 2)	“Tender for DEPLOYEE SUPPORT SERVICES FOR PAPUA NEW GUINEA.”
File Format for Electronic Tenders: (Clause 2.3, Annex D to Part 2)	PDF (Portable Document Format)
Tender Validity Period: (Clause 1.8, Part 2)	180 days
Contact Person: (Clause 2.1, Part 2)	Contact Person: Procurement Officer Fax: + 61 02 62064885 Email address: DSSPNG@ausaid.gov.au
Last date for Tender enquiries: (Clause 2.2, Part 2)	Last date for Tender enquiries will be received no later than Monday 12 December 2011 (i.e. 14 days prior to the Closing Date excluding AusAID Christmas shutdown period (Clause 2.2 of Part 2) . Responses to the Tenderers’ enquiries will be issued no later than Monday 19 December 2011 (i.e. 7 days prior to the Closing Date excluding AusAID Christmas shutdown period (Clause 2.3 of Part 2) .
Page limits: (Clauses 7.12 and 7.15, Part 2)	Tender Schedule A: Technical Proposal: 8 pages plus Annexes. Tender CurriculumVitae: maximum of 4 pages each.
Conformity with the AusAID Adviser Remuneration Framework (ARF):	For positions that fall under the ARF, Adviser Remunerations must not exceed the defined Market Reference Point (MRP).
Short-listed Tenderer’s Team Members required for interview:	DSSPNG In-Country Operations Manager. Tenderers may also send a Company representative if they wish.
Industry Briefing:	An Industry Briefing will be held in Canberra on 3 November 2011 .

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

2. PRE-TENDER BRIEFING

- 2.1 AusAID intends to hold the pre-tender Industry Briefing in Canberra. Tenderers will be advised of the location upon registering their attendance.

Tenderers planning to attend the pre-tender Industry Briefings are requested to send advanced notification by email, indicating the name of the organisation and the number of people planning to attend, to Procurement Officer at DSSPNG@ausaid.gov.au by COB local time in Canberra, **Thursday 27 October, 2011**.

3. EVALUATION PROCESS AND SCORE WEIGHTINGS

- 3.1 After the Closing Time, AusAID will review Tender **Schedule E** to confirm the Tenderer's eligibility to tender and its compliance with Australian Government policy. AusAID may exclude Tenders from the evaluation process at this stage.
- 3.2 AusAID will also assess each Tender's compliance with AusAID's Adviser Remuneration Framework (ARF) as specified at **Schedule 6, Part 7** of this RFT. The individual Adviser Rates must not exceed the (MRP) for the nominated Adviser classification and the total remuneration package must be consistent with the ARF. For those positions defined under the ARF (referred to as Advisers in this RFT), if a Tenderer proposes a remuneration package which is not consistent with the rates specified in the Adviser Remuneration Framework, AusAID will notify the Tenderer that it has five business days (or such longer period as AusAID may, at its discretion, allow) to take action either by:
- (a) proposing an alternate team member; or
 - (b) renegotiating the Adviser's remuneration package such that it complies with the Adviser Remuneration Framework.
- 3.3 If a Tenderer does not amend its Tender to comply with the Adviser Remuneration Framework within the period specified by AusAID, its Tender will be deemed non-conforming and will be excluded from the evaluation process.

Short listing and Interview

- 3.4 Short listing for interview will be determined by an assessment of the Technical Proposal against the four (4) Selection Criteria at **Clause 4.2** of this **Part**.
- 3.5 At the time of interview, scenario(s) will be given to Shortlisted Tenderers invited to participate in an interview (see **Section 1 Part 2, Clauses 7.4 and 7.5**).
- 3.6 All Tenderers invited to interview, will be required to respond to the scenario provided to Shortlisted Tenderers (refer to **Clause 3.5** above).
- 3.7 Preliminary scoring (made for short listing and TAP preparations) will be revised following interview and response to the scenario.
- 3.8 The Technical Assessment Panel (TAP) will assess the Technical Proposal Tender **Schedule A and B**) of the conforming Tenders against the Selection Criteria in **Clause 4.2** of this **Part**.
- 3.9 This assessment of the Tender's technical score will account for **70%** of the overall score using the following formula:

$$\text{Technical Score} = \frac{\text{Highest Weighted Technical Score (out of 100)}}{\text{Tenderer's Weighted Technical Score (out of 100)}} \times 70$$

- 3.10 Following consideration of the Technical Proposal, AusAID will undertake a like-for-like price assessment of Tender Schedule C (Financial Proposal) of those Tenderers who are assessed by the TAP as technically suitable.
- 3.11 The like-for-like price assessment will represent **30%** of the overall score. The following formula for the scoring and ranking of Tenders on the basis of price will be used:

$$\text{Price Score} = \frac{\text{Bid Price of Lowest Priced Technically Suitable Bid}}{\text{Tenderer's Bid Price}} \times 30$$

- 3.12 Following the final assessment and calculation of the final aggregate scores, AusAID will confirm the financial capacity of the highest ranked Tenderer(s) to meet the contractual obligations referred to in **Clause 7 of this Part** by reference to Tender **Schedule D** (Financial Assessment). AusAID will also consider the other factors referred to in **Clause 7.8 of Part 2**.
- 3.13 At the end of the evaluation process, a recommendation for further action will be made to the appropriate AusAID delegate. Tenderers should be aware that the delegate is not bound to accept the TAP recommendation nor is the Delegate bound to accept the final aggregate score which represents only a prima facie assessment of value for money and may consider other relevant value indicators to ensure the Commonwealth achieves a value for money outcome.

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

- 4.1 Tender **Schedule A** of the Tender must contain all information required in the following format:
- (a) a technical proposal that substantively and individually addresses the selection criteria provided in **Clause 4.2** of this Part taking into consideration “other factors” under **Clause 7.8, Part 2**; and
 - (b) the required Annexes included in **Clause 4.3** of this Part.

4.2 Selection Criteria

(A) THE ORGANISATION

Selection Criterion 1: Management and Logistical Capacity – (Weighting 40%)

1. Ability to provide highly effective logistics support services, management and administrative support including:
 - (a) to successfully manage logistical support services and activities based offshore of a similar size and complexity, preferably in the Asia Pacific region, working with a wide range of stakeholders and to deliver contracted outcomes;
 - (b) to provide effective security and administrative and logistical support to an offshore based team and office, preferably in the Asia Pacific Region;

- (c) to develop, implement and manage accountable systems, particularly management of procurement and financial expenditure; and
- (d) to implement an effective monitoring and evaluation framework that appropriately monitors services standards.

(B) SERVICES STANDARDS

Selection Criterion 2: Minimum Service Level Standards Capacity (Weighting 30%)

- 2. Demonstrated capacity to deliver the Services Standards Tenderers are to demonstrate:
 - (a) their capacity to meet the Minimum Services Standards at **Annex A to Part 4**; and
 - (b) how and where they can exceed the Minimum Services Standards.

(C) APPROACH

Selection Criterion 3: Demonstrated understanding of the requirement and approach to the delivery of services incorporating the Transition Phase. (Weighting 20%)

- 3. Tenderers are to demonstrate:
 - (a) their understanding by providing a brief critique of the Scope of Services (including Annex 1 Minimum Services Standards) identifying its opportunities to enhance success and weaknesses and risks that could threaten successful implementation; and
 - (b) their approach to the delivery of services incorporating the Transition Phase.

(D) PERSONNEL

Selection Criterion 4: Contractor Specified/Key Personnel and other nominated team personnel demonstrate they have suitable skills and experience. (Weighting 10%)

- 4. Tenderers are to:
 - (a) demonstrate appropriate skills, experience and team balance, including management strategies and recruitment strategies for engaging long term and short term national and international personnel including project office administration staff, technical advisers and co-ordinators;
 - (b) address at a minimum, how their proposed office and staff structure will contribute to their ability to deliver effective support services:
 - i) nominate personnel and provide CVs for the following positions:
 - 1. DSSPNG In-Country Operations Manager; and
 - 2. DSSPNG In-Country Technical Supervisor; and

- ii) Provide the staffing structure and position titles for the Program Office.

4.3 Annexes

Annex 1 – Past Experience Form (Maximum of one (1) Page - A4 size)

The Tenderer must present in the format outlined below details of relevant activities or projects in which the Tenderer has been involved which demonstrate the Tenderer's ability to fulfil the objectives of the Project. This Annex must not contain more than **four (4)** examples and details of each activity must not exceed **one (1) A4** page.

Tenderers must provide information in the Referees section of the Past Experience Forms in accordance with **Clauses 7.15 – 7.18, Part 2**.

PAST EXPERIENCE FORM

Activity Name:			
Activity Value:			
Activity Location(s):			
Activity Duration			
Client/Donor:			
Year Completed:			
Brief description of the activity and the Tenderer's role:			
Brief description of activity outcomes:			
Statement of the similarities between this activity and the requirements of the activity currently being tendered and how this activity supports your statements addressing the Selection Criteria:			
Nominated Activity Referees:			
1. Name:		2. Name:	
Address:		Address:	
Email:		Email:	
Phone:		Phone:	

Annex 2 – Draft Transition and Mobilisation Plan (Maximum of 4 Pages A4 size)

The Tenderer must provide a draft Transition and Mobilisation Plan for the first three (3) months of the Project. This Plan must include provision for:

- (a) Handover of Services and Assets from the incumbent Contractor.
- (b) establishment of communication channels with AusAID, the Australian Diplomatic Mission and Stakeholders;
- (c) a description of all obligations required to be performed by the Contractor to implement the Services, and their timing, including but not limited to;
 - i) establishment of report preparation and delivery mechanisms;
 - ii) establishment of financial control procedures;
 - iii) establishment of all other management and administration requirements; and
- (d) any other matters specified in the Scope of Services, **Part 4** of this RFT.

Annex 3 – Team Member Inputs (Bar Charts) (Maximum of one (1) page – A3 size)

The Tenderer must provide a bar chart which shows the proposed inputs per team member (both long and short term) for this Project and indicates total person months or person days for the first twelve months of the Project (denoting a person as “part-time” is not acceptable). This chart must be presented on A3 paper.

The chart should clearly indicate inputs of team members in Australia, in-country and in total.

Annex 4 – Risk Management Plan (Maximum of three (3) Pages – A4 size)

The Tenderer must provide a detailed Risk Management Plan that must identify:

- (a) all risks that can be reasonably anticipated;
- (b) the level of probability of the risk eventuating;
- (c) the impact on the project if the risk eventuates along with possible options for ameliorating the risk;
- (d) the entity(s) responsible for managing the risk consistent with the PDD; and
- (e) the approach to be taken to mitigate any impact.

5. TENDER SCHEDULE B – TECHNICAL PROPOSAL (SPECIFIED PERSONNEL)

5.1 Tender Schedule B of the Tender must contain information about the proposed Specified Personnel in the following format:

- (a) a list of proposed team members in the table (in landscape) format provided below and in accordance with the instructions included in **Clauses 5.2-5.3** below;

- (b) a skills matrix providing a summary illustration of the skills of the proposed Project team as a whole (broken down by individual team members) in the key skill areas required for the Project's implementation; and
 - (c) a curriculum vitae for each proposed team member that conforms with the requirements outlined in **Clauses 7.13 and 7.14 of Part 2**.
- 5.2 Tenderers must provide the information in the Referees column of the Specified Personnel table in accordance with Clauses 7.15 - 7.18 of Part 2.
- 5.3 The Commitments column in the Specified Personnel table must include details of proposed team members' commitments to other projects (both AusAID and others) for the period of the Project. In addition to existing commitments, Tenderers must detail potential commitments. Potential commitments include nominations in any contemporaneous AusAID or other tenders. Where a proposed team member has an existing commitment to another AusAID project, Tenderers must also detail the duration of the position in the other AusAID project as reflected in the AusAID contract for that project.
- 5.4 Tenderers are reminded of the requirements of **Clause 8 of Part 4** particularly in relation to the availability of Specified Personnel. AusAID will consider as materially inaccurate, and may therefore reject, any Tender which does not disclose the fact that a proposed team member has an existing and continuing commitment to another AusAID project.
- 5.5 AusAID's strong preference is that individuals with conflicting commitments are not included in Tenders. Where team members with conflicting commitments are nominated, AusAID will assess on a case-by-case basis the impacts of the personnel changes and may require further information from the Tenderer in relation to managing the transition.
- 5.6 Tenderers are reminded of the requirements of **Clause 19.2 of Part 2** particularly in relation to providing police clearance certificates for all personnel nominated in the Specified Personnel table for positions specified as working with children.
 - (a) Tenderers must request the required criminal record checks in sufficient time to ensure that police clearance certificates can be provided in accordance with **Clause 19.2 of Part 2**.
 - (b) Tenderers should note that in Australia, national criminal record checks are available through the Australian Federal Police and take around twenty (20) working days. The type of employment should be specified as 'overseas employment.' Overseas, different checking procedures apply in each country and may take six weeks or longer. Individuals need to give their consent to a criminal record check and should be informed of the purpose for which it will be used, including sighting by AusAID.

TABLE A - SPECIFIED PERSONNEL

Position	Job Level and Professional Discipline Category	Name	Total Inputs in person months		Referee Contact Details		Commitments/ Comments
			Home Base	O/s	#1	#2	
DSSPNG In-Country Operations Manager	Job Level 3 Discipline Category C (C3)						This person is likely to have occasional contact with Deployees' children
DSSPNG In- Country Technical Supervisor	Job Level 2 Discipline Category C (C2)						This person is likely to have regular contact with Deployees' children

6. TENDER SCHEDULE C - FINANCIAL PROPOSAL

6.1 **Tender Schedule C** of the Tender must contain the information required and in the format detailed in this **Clause 6**.

6.2 Tender Schedule C must:

- (a) be submitted in accordance with the format provided in the tables below;
- (b) be a fully costed fixed price based on the outputs and/or inputs as specified in the Scope of Services, including:
 - i) escalation and any allowance for foreign exchange rate variations; and
 - ii) necessary insurances required by the Contract Conditions and for the performance of the Services;
- (c) expressed in Australian dollars; and
- (d) include detailed information on assumptions used in preparing the pricing.

6.3 Any escalators, foreign exchange rate variations, or other price risks, must be built into the fixed price proposal but separately disclosed as a single escalator factor. AusAID will not consider any “across the board” escalators subsequently applied to any rates or Project costs.

- 6.4 AusAID will use the information provided in the tables for any financial assessment and for the like-for-like price assessment.
- 6.5 Tenderers must ensure that all internationally identified position personnel are assigned a Job Level and Professional Discipline Category in accordance with the Adviser Remuneration Framework as specified at **Schedule 6, Part 7** of this RFT. If a Tenderer proposes an Adviser whose remuneration package is not consistent with the rates specified in the Adviser Remuneration Framework, **Clauses 3.2 and 3.3** of this Part will apply.
- 6.6 The long term rates specified in the Adviser Remuneration Framework are inclusive of twenty (20) days leave per 12 month period. Tenderers must detail in their Financial Proposal (see **Table 4** of this Part) the leave entitlements of nominated Specified Personnel. If leave entitlements exceed a total of twenty (20) days per 12 month period, the Tenderer must provide a justification and a narrative description of how the Tenderer will ensure, during Specified Personnel absences, the continued quality of Services. The cost of any additional leave will be accounted for by a pro rata reduction in the relevant Adviser's remuneration rate. Tenderers should note that leave entitlements and the management strategy may be assessed by the TAP or AusAID as part of the technical assessment process. AusAID reserves the right to negotiate leave entitlements if AusAID consider them to be excessive.
- 6.7 **Section 2 of Part 5** Draft Basis of Payment outlines the proposed payment régime in detail. The Basis of Payment has three payment streams:
- 1. Part A – Core Management Services:**
 - (a) **Regular Payments** for:
 - i) DSSPNG Personnel Costs (Professional Fees, Allowances and one-off Personnel costs);
 - ii) DSSPNG Operating Costs; and
 - iii) DSSPNG Setup Costs (reimbursed at cost) and
 - (b) **DSSPNG Management Fee** paid in the form of Milestones.
 - 2. Part B – Employee Support Services:**
 - (a) DSSPNG Reimbursable Costs
- 6.8 Tenderers are to provide the following information in their Financial Proposal:
- (a) **Summary** Table to be used for like for like assessment (**Table 1**);
 - (b) Escalators, should the option to extend the Contract be exercised (**Table 2**);
 - (c) **Tables 3 to 8** which support the planned Services Order 1 and 2 for Facility Management and Core Activities.

Tenderers are to complete **Table 1 – Financial Summary Table**

TABLE 1 – FINANCIAL SUMMARY TABLE

Item	Description	Amount (AUD)	Comment
1	DSSPNG Management Fee		Total from Table 3 i.e. to 30 June 2013 .
2	DSSPNG Monthly Remuneration Rates and Mobility Allowance		Total from Table 4
3	DSSPNG Adviser Support Costs		Total from Table 5
4	DSSPNG Personnel Costs – One off		Total from Table 6
5	DSSPNG Operational Costs		Total from Table 7
6	DSSPNG Set Up Costs		Total from Table 8
7	Sub Total (Items 1 to 6)		This is the like for like cost to 30 June 2013.
8	Management Fee for a 12 month extension		Apply the Percentage Escalator from Table 2 to Management Fee (Table 3) for 12 months ending 30 June 2014 .
9	Monthly Professional Fees		Apply the Percentage Escalator from Table 2 to Monthly Professional Fee (Table 3) (international) for 12 months ending 30 June 2014 .
10	Regular Allowances		Apply the Percentage Escalator from Table 2 to Regular Allowances (Table 3) for 12 months ending 30 June 2014 .
11	Operating Costs		Apply the Percentage Escalator from to Operating Costs for 12 months ending 30 June 2014 .
12	Deployment event under AUD50,000 of Management costs		Insert Management Fee for this event e.g. WW% from Table 9 .
13	Deployment event over AUD50,000 but below AUD100,000 of Management costs		Insert Management Fee for this event e.g. XX% from Table 9 .
14	Deployment event over AUD100,000 but below AUD150,000 of Management costs		Insert Management Fee for this event e.g. YY% from Table 9 .
15	Deployment event over AUD150,000 of Management costs		Insert Management Fee for this event e.g. ZZ% from Table 9
16	Total (Items 7 to 15) (Tenderer's Bid Price)		This is a like for like cost to 30 June 2014 (i.e. original period and a 12 month extension).

Escalators for Part A Services

These Annual Escalators are set out in **Table 2 of Clause 8 of Part 5** Draft Basis of Payment.

TABLE 2 – Escalators for Part A (Table 2 in Part 5 (Basis of Payments))

	Annual Escalator
Annual Management Fee	XX%
Monthly Professional Fee (International Personnel)	YY%
Monthly Professional Fee (Local Personnel)	ZZ%
Regular Allowances (International Personnel)	AA%
One-off Costs (International Personnel)	BB%
Office Operational Costs	CC%

Note to Tenderers: Tenderers are to specify any notes and assumptions.

Tables for Facility Management and Core Activities

Tenderers are to complete the following Tables.

TABLE 3 – DSSPNG Management Fee: (Table 1 in Services Order 1, 2 and 4)

Year	Total (Annual) AUD
Year 1 2011 – 2012 (1 April 2012 to 30 June 2012) Three (3) months	XXX
Year 2 2012 – 2013 (1 July 2012 to 30 June 2013) Twelve (12) months	XXX
Total	XXX

Note to Tenderers: Tenders are to specify any notes and assumptions.

TABLE 4 – DSSPNG Monthly Professional Fees and Mobility Allowance
(Table 4 in Services Order 1, 2 and 4)

	Year 1		Year 2		Years 1 - 2
Position	Inputs (months)	Rate per month (AUD)	Inputs (months)	Rate per month (AUD)	Maximum Amount Payable (AUD)
1. DSSPNG In-Country Operations Manager	3		12		
(a) ARF C3 - Remuneration					
(b) Mobility					
2. DSSPNG In-Country Technical Supervisor	3		12		
(a) ARF C2 - Remuneration					
(b) Mobility					
Other - specify					
Other - specify					
TOTAL					XXX

Note 1: The Monthly Remuneration Rate is inclusive of Salary, Superannuation Liabilities and Taxes and Employment Conditions (including Leave).

Note 2: Annual Escalator is (please complete).....

Note to Tenderers: Tenders are to specify any notes and assumptions.

TABLE 5 Adviser Support Cost (Table 5 in Services Order 1, 2 and 4) DSSPNG

	Year 1		Year 2		Years 1 - 2
Position	Inputs (months)	Rate per month (AUD)	Inputs (months)	Rate per month (AUD)	Maximum Amount Payable (AUD)
1. DSSPNG In-Country Operations Manager	3		12		
(a) Housing	-		-		
(b) Other - Specify					
2. DSSPNG In-Country Technical Supervisor	3		12		
(a) Housing	-		-		
(b) Other - Specify	-		-		
Other - specify					
Other - specify					
TOTAL					XXX

Note 1: Annual Escalator is (please complete).....

Note to Tenderers: Tenders are to specify any notes and assumptions.

TABLE 6: DSSPNG Personnel Costs – One off Costs (Table 6 of Services Order 1, 2 and 4)

	Year 1		Year 2		Years 1 - 2
Position	Frequency	Amount (AUD)	Frequency	Amount (AUD)	Maximum Amount Payable (AUD)
1. DSSPNG In-Country Operations Manager Costs					
(a) Mobilisation					
(b) Demobilisation					
(c) Other specify					
2. DSSPNG In-Country Technical Supervisor Costs					
(a) Mobilisation					
(b) Demobilisation					
(c) Other specify					
Other - specify					
Other - specify					
TOTAL					XXX

Note to Tenderers: Tenderers are to specify any notes and assumptions.

TABLE 7: DSSPNG Operational Costs (Table 7 of Services Order 1, 2 and 4)

Item	Inputs (months)	Year 1 (AUD/month)	Year 2 (AUD/month)	Total Cost (AUD)
Office Rent	15	3 x Amount	12 x Amount	
Office Security	15	3 x Amount	12 x Amount	
Office Utilities	15	3 x Amount	12 x Amount	
Consumables	15	3 x Amount	12 x Amount	
Internet and IT monthly costs	15	3 x Amount	12 x Amount	
Insurance	15	3 x Amount	12 x Amount	
Communications	15	3 x Amount	12 x Amount	
Vehicle Operating Costs	15	3 x Amount	12 x Amount	
Other – specify	15	3 x Amount	12 x Amount	
Other - specify	15	3 x Amount	12 x Amount	
TOTAL				XXX

Note 1: Annual Escalator is (please complete).....

Note to Tenderers: Tenderers are to specify any notes and assumptions.

TABLE 8: DSSPNG Set-Up Cost (Table 8 of Services Order 1, 2 and 4)

Inputs	Units	Est. Unit Cost (AUD)	Total Cost (AUD)
Office furniture			
Internet and IT infrastructure			
Insurance costs			
Consumables			
Vehicles			
MIS Establishment			
Website Development			
Other – specify			
Other – specify			
TOTAL			XXX

Note to Tenderers: Tenderers are to specify any notes and assumptions.

TABLE 9 - Management Fees for Non-SGP, and SNP Support Deployment Activities and Accommodation Management Services (Table 1 of Part 5 (Basis of Payments))

Range for Management Costs	Fee as a Percentage	Comments:
Under AUD50,000	WW%	Specified in tender. Applied to full Management Cost. E.g. if Management Cost was AUD25,000 it would be applied to that amount
Over AUD50,000 but below AUD100,000	XX%	Specified in tender. Applied to full Management Cost. E.g. if Management Cost was AUD75,000 it would be applied to that amount.
Over AUD100,000 but below AUD150,000	YY%	Specified in tender. Applied to full Management Cost. E.g. if Management Cost was AUD125,000 it would be applied to that amount.
Over AUD150,000	ZZ%	Specified in tender. Applied to full Management Cost. E.g. if Management Cost was AUD175,000 it would be applied to that amount.

Note 1: Management Costs for these Services Orders will be proposed by the Contractor and negotiated with AusAID. The extent of the proposed costs for Core Management Services must bear some sensible relationship with those initially tendered for SGP and SNP Support, and must demonstrate that the Contractor is taking into account its program-wide management resource needs and the nature of support required.

Note 2: Management Fees will be applied to Management Costs based on the percentages nominated by the Tenderer in **Table 9** above. (See **Clause 5, Section 2, Part 5**).

Note to Tenderers: Tenderers are to specify any notes and assumptions.

Personnel Costs

- 6.9 Note that **Clause 6.3** above requires Tenderers to state a separate single escalator factor. If escalation is not averaged over the life of the project, instructions should be provided by the Tenderer on what the escalator will be applied to (e.g. base salary only) and what it will cover (e.g. all other personnel costs) and when it will be applied (e.g. each year or 2 years, at each phase of the project etc.).
- 6.10 AusAID shall reimburse the Contractor for DSSPNG Personnel Costs plus any GST, at cost, in arrears.
- 6.11 For each Specified Personnel and DSSPNG Office staff member, AusAID shall pay the Contractor on a monthly basis in arrears, an all-inclusive Monthly Professional Fee, reimbursed at cost.
- 6.12 The all-inclusive Monthly Professional Fee (**Table 4**) shall be inclusive of:
- Salary, at actual cost as paid to personnel, based on a five (5) day working week;
- (a) All personnel-related taxes, levies and insurances incurred in Papua New Guinea and Australia, with the exception of GST for Services performed in Australia, refer to Clause 21 (Goods and Services Tax) of the (Standard Contract Conditions).
 - (b) Any relevant Papua New Guinean employment conditions;
 - (c) Superannuation levy, if any, as appropriate;
 - (d) Paid annual leave entitlements of up to four (4) weeks per annum to accrue on a pro rata basis per twelve months' continuous engagement on the DSSPNG;
 - (e) Public holidays per annum as agreed by AusAID PNG Post;
 - (f) All escalators for the Term of the Contract; and
 - (g) All other costs not listed as reimbursable items.
- 6.13 Allowances (**Table 5 and 6**) including one-off costs and regular allowances shall be inclusive of:
- (a) Paid annual leave allowances including all applicable leave costs such as airfares to and from Papua New Guinea;
 - (b) Mobilisation and demobilisation costs (including airfares, any necessary medical clearances and inoculations and visa costs) at cost (subject to reasonableness) on a one-off basis, if applicable;
 - (c) Residential accommodation, security, utilities and private transport costs;
 - (d) All escalators for the Term of the Contract;

- (e) Any language training costs for international personnel; and
 - (f) All other costs not listed as reimbursable items.
- 6.14 Leave accrued during the assignment for Specified Personnel shall be deemed to be taken in the year it falls due and cannot be accumulated or paid out.
- 6.15 The DSSPNG Personnel Costs (including Professional Monthly Fees, Allowances and One-off Costs) must be exclusive of any profit, overheads, administration or management fee, or any mark-up/margins on the part of the Contractor as these are covered by the DSSPNG Management Fee.

Project Administration and Equipment Costs

- 6.16 Tenderers are to note that the Contract will include the following definition: “Project Administration and Equipment means goods and services, such as office furniture, computers, vehicles, communications, utilities and officer rent required by the Contractor for the day-to-day administration of the project”. The purchase of these goods will not attract a procurement fee.

Reimbursable costs

- 6.17 AusAID shall reimburse the Contractor on a monthly basis in arrears, for the actual costs of services provided for the direct provision of services to Deployees under **Part 4, Annex A to Part 4** up to the amount agreed by AusAID in the approved, relevant, Services Order.
- 6.18 Reimbursable Costs for the direct provision of services to Deployees will be paid for the following non-core management services in **Annex A to Part 4** except where they are provided for under Core Management Services:
- (a) Security Costs;
 - (b) Preparation and Mobilisation;
 - (c) Residential Accommodation;
 - (d) Work Related Travel and Movement Control;
 - (e) Support for managing Deployee Operational Budgets (if required);
 - (f) Communications: including providing radio, mobile/satellite phone, landline, mail services, internet connection and email (as appropriate);
 - (g) Health;
 - (h) Insurance
 - (i) Work Related Assets and Vehicles for Deployees;
 - (j) Demobilisation;

- (k) Procurement: including the procurement of goods or services on behalf of AusAID or other AGO within the scope of a deployment activity;
- (l) Recruitment: to include the provision of logistical support to facilitate, as directed, the recruitment of Australian government and non-Australian Government Officials;
- (m) Short-Term Emergency Deployments; and
- (n) Other Ad Hoc Services agreed and approved by AusAID in writing and included in the Scope of this Contract.

7. TENDER SCHEDULE D – FINANCIAL ASSESSMENT

- 7.1 AusAID will not enter into a Contract with the preferred Tenderer unless AusAID has satisfied itself of the financial capacity of the Tenderer to undertake the contractual obligations. In this regard, each Tenderer must provide information on its financial status at **Tender Schedule D**. Two options are available.

Option 1

This option is mandatory for:

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

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

1. the name of the tendering entity and its ultimate owner(s).
2. the names and financial relationships between the tendering entity, its parent entity (if relevant) and other related entities within the group.
3. the previous three years' annual financial statements for the tendering entity. These annual financial statements must be prepared in accordance with Generally Accepted Accounting Standards applicable to the Tenderers country of residence (audited if available). The annual financial statements for each year must include:
 - (a) a balance sheet;
 - (b) a profit and loss statement; and

- (c) a cash flow statement

each prepared on an accrual accounting basis.

An auditor's statement of financial viability or short form financial statements are not acceptable.

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

Option 2

This option may be considered by a Tenderer where:

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

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

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

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

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

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

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

The financial information of Tenderers will be treated confidentially.

8. TENDER SCHEDULE E – ADDITIONAL INFORMATION

8.1 **Tender Schedule E** must contain the additional information required and in the format detailed in this clause.

- (a) The completed and signed Tenderer Declaration in the form specified in **Annex A of Part 2**;
- (b) The completed and signed Tenderer's Submission Checklist in the form specified in **Annex B of Part 2**;
- (c) Details of any information the Tenderer will seek to have specified as confidential in the Contract should it be awarded to the Tenderer, in the form specified in **Annex C of Part 2**;
- (d) Any Letters of Association and other details of proposed sub-contractors in accordance with **Clause 9.2 of Part 2**; and
- (e) A brief statement disclosing whether Tenderers are non-compliant and/or have (or have had) issues associated with policies named in **Clause 17 of Part 2**. Note that **Clause 17.6 of Part 2** refers to the World Bank List and similar lists maintained by other donors of development funding. **Clause 13.4 of Part 2** requires each Tenderer to disclose, in its Tender, the information specified in that clause regarding investigations, proceedings, informal processes, temporary suspension and listing by the World Bank or any other donor of development funding. Tenderers must disclose any relevant information in this statement.

PART 2 - STANDARD TENDER CONDITIONS

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

PART 2 – STANDARD TENDER CONDITIONS

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PART 2 – STANDARD TENDER CONDITIONS

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

1. TENDER LODGEMENT

- 1.1 Tenders must be lodged either:
- (a) **Electronically**, via AusTender at <https://tenders.gov.au> before the **Closing Time** and in accordance with the tender lodgement procedures set out in **Annex D to this Part** and on AusTender; or
 - (b) **Physically**, by depositing by hand in the Canberra Tender Box before the **Closing Time**.
- 1.2 AusAID's preference is for electronic lodgement of Tenders. However, if electronic lodgement is not possible, you may lodge a hard copy of your Tender instead.
- 1.3 For both electronic and hard copy Tender lodgement, you must submit the following documents as part of your Tender:
- (a) The **Technical Proposal** comprising:
 - i) **Tender Schedule A** addressing the selection criteria and including the required annexes in the form specified in **Part 1**; and
 - ii) **Tender Schedule B** providing details of Specified Personnel in the form specified in **Part 1**;
 - (b) The **Financial Proposal** in the form specified in **Part 1**. For electronic submissions, **Tender Schedule C** must be submitted as a separate file, and for hard copy submissions, **Tender Schedule C** must be submitted in a separate sealed envelope;
 - (c) The financial assessment material in the form specified in **Part 1**. For electronic submissions, **Tender Schedule D** must be submitted as a separate file, and for hard copy submissions, **Tender Schedule D** must be submitted in a separate sealed envelope;
 - (d) The additional information in the form specified in **Part 1**.
- 1.4 All documentation submitted as part of the Tender must be in English.
- 1.5 Tenderers must include all information specified in this RFT in their Tender. Tenderers accept that their failure to provide all information required, in the format specified will result in their Tender being considered as a non-conforming Tender and liable to rejection.
- 1.6 The Tenderer must submit the number of copies specified in the Tender Particulars (**Part 1 Clause 1** of this RFT). Different numbers of copies may be required for hard copy lodgement and for electronic lodgement.

- 1.7 Tenders submitted by facsimile or email will not be considered.
- 1.8 It is a condition of this RFT that each Tender must remain valid and available for acceptance by AusAID for the **Tender Validity Period** specified in the Tender Particulars (**Part 1 Clause 1** of this RFT).
- 1.9 A person or persons having authority to lodge the Tender and enter into a contract on behalf of the Tenderer must sign the Tenderer Declaration (**Annex A of this Part**).
- 1.10 AusAID may extend the **Closing Time** at its sole and absolute discretion, and will issue an Addendum notifying any decision to extend.

Conditions Applying to Electronic Tender Lodgement

- 1.11 Electronic tenders must be lodged electronically via the Australian Government Tender System, AusTender, at <https://www.tenders.gov.au> before the **Closing Time** and in accordance with the tender lodgement procedures set out in **Annex D of this Part** and on AusTender.
- 1.12 Where there is any inconsistency between the tender lodgement procedures set out on AusTender and those set out in this RFT, this RFT will prevail.
- 1.13 Tenders not submitted in accordance with **Clause 1.11** will be excluded from evaluation.
- 1.14 It is Tenderers' responsibility to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither AusAID nor the Commonwealth takes any responsibility for any problems arising from Tenderers' infrastructure and/or Internet connectivity.

Conditions Applying to Hard Copy Tender Lodgement

- 1.15 For hard copy lodgement, the Tenderer is responsible for the delivery of their Tender. The Tender must be placed in AusAID's **Canberra Tender Box**. The Tender must be delivered during **Business Hours** by the **Closing Time**. Failure to submit a Tender in accordance with this clause may render the Tender liable to rejection.
- 1.16 The Original Tender document and any copies requested should be bound using a plastic comb binding, and should contain no plastic page separators.
- 1.17 The Tender should be endorsed with the name of the Project and marked: "Tender Box: Attention **Contact Person**." The Tenderer's postal address and fax number should be provided on the outside of the Tender.

2. TENDERER ENQUIRIES

- 2.1 Any enquiries that Tenderers may have must only be directed to the **Contact Person** specified in the Tender Particulars.
- 2.2 If a Tenderer:

- (a) finds any discrepancy, error or omission in the terms and conditions of the RFT, including of the Contract Conditions; or
- (b) wishes to make any enquiry, including seeking clarification, of the RFT, including of the Contract Conditions,

the Tenderer must notify the **Contact Person** in writing, which notice may be sent by means of facsimile transmission or email, as soon as possible and not later than 14 days prior to the **Closing Time**.

- 2.3 AusAID will respond to any Tenderer enquiries no later than 7 days prior to the **Closing Time**.
- 2.4 AusAID reserves the right to issue or publish answers to any Tenderer enquiries to all Tenderers.

3. LATE TENDERS

Conditions Applying to Tenders Lodged Electronically

- 3.1 A Tender lodged electronically after the **Closing Time** is a late Tender in accordance with the conditions specified in **Clause 5, Annex D of this Part** and will be excluded from evaluation.
- 3.2 For Tenders submitted electronically, the time displayed on AusTender is deemed to be the correct time and will be the means by which AusAID will determine whether Tenders lodged electronically have been lodged by the **Closing Time**.
- 3.3 The judgement of AusAID as to the time a Tender has been lodged electronically will be final.

Conditions Applying to Tenders Lodged in Hard Copy

- 3.4 A hard copy Tender lodged after the **Closing Time** is a late Tender.
- 3.5 AusAID will admit to evaluation a Tender that was received late solely due to AusAID mishandling. AusAID mishandling does not include mishandling by a courier or mail service provider engaged by a Tenderer to deliver their Tender. It is the responsibility of Tenderers to ensure that their Tender is dispatched in sufficient time for it to be received by AusAID by the **Closing Time**.
- 3.6 Late Tenders that are rejected by AusAID will be returned to Tenderers unopened, except in cases where a Tender must be opened to identify the return address of the Tenderer or to establish which tender process the Tender was for.
- 3.7 If a Tender is taken to be late, the Tenderer may be asked to provide explanatory evidence in an appropriate form to the **Contact Person** specified in the Tender Particulars.

4. NON-CONFORMING TENDERS

- 4.1 Subject to **Clause 3 (Late Tenders) of this Part**, Tenders will be regarded as non-conforming if they fail to conform to one or more of the requirements of the RFT.
- 4.2 AusAID reserves the right to seek clarification of non-conforming Tenders in accordance with **Clause 5 of this Part**.
- 4.3 Subject to **Clause 3 (Late Tenders) of this Part**, AusAID may, at its absolute discretion, assess or reject a non-conforming Tender.
- 4.4 AusAID will not enter into correspondence about a decision to assess or reject a non-conforming Tender.

5. CLARIFICATION OF TENDERS

- 5.1 AusAID reserves the right to seek clarification of any Tender. Tenderers must:
- (a) respond to any request for clarification within the time period specified by AusAID;
 - (b) ensure that additional information provided answers AusAID's enquiry and is fully consistent with the Tender submitted by the Tenderer; and
 - (c) not seek to change any aspect of their Tender by providing additional information to AusAID.
- 5.2 Clarifications are provided on the terms of the RFT.
- 5.3 Failure to supply clarification to the satisfaction of AusAID may render the Tender liable to rejection.

6. AMENDMENT OF THE RFT

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

7. ASSESSMENT OF TENDERS

- 7.1 Tenders will be assessed on the following basis:
- (a) technical, which includes the other factors described in **Clause 7.8 of this Part** which in AusAID's opinion may impact upon the suitability of any Tenderer including the financial viability of any Tenderer; and
 - (b) financial,
- to achieve the best value for money outcome.

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

Technical Assessment

- 7.3 The technical assessment will be undertaken by the Technical Assessment Panel (the “**TAP**”) comprising AusAID representative(s) and independent specialists appointed at AusAID’s sole discretion. Representatives of the Partner Government may also participate. The TAP will assess Tenders based on the selection criteria specified in **Part 1**.
- 7.4 AusAID may invite a Tenderer (shortlisted or otherwise) to give AusAID a short presentation and be interviewed by the TAP. Specified Personnel, such as the proposed in-country team leader and the project director, will be required to attend at the presentation. If Specified Personnel are unable to attend, a teleconference presentation may be arranged. Specified Personnel will be required to answer any questions asked by the TAP.
- 7.5 Tenderers should note that failure by a Tenderer or proposed Specified Personnel to attend the presentation (either in person or via teleconference) may disadvantage the Tenderer.
- 7.6 TAP members are required to maintain the “commercial-in-confidence” nature of the proceedings of the TAP meeting. TAP members must not discuss matters relating to the technical assessment of any tender with any party. Tenderers must not make contact with any members of the TAP, outside any TAP meeting, and any such contact will be considered a breach of confidentiality and may result in AusAID rejecting the Tender of the Tenderer concerned.
- 7.7 AusAID reserves the right to take into account in the assessment of Tenders the past performance of the Tenderer or any proposed personnel contained in the Tender in accordance with **Annex E of this Part**.
- 7.8 In making its assessment, the TAP or AusAID may have regard to other factors relevant to the suitability, capacity and qualifications of a Tenderer including but not limited to:
- (a) the Tenderer's ability to comply with AusAID policies referred to in this RFT and the Tenderer's ability to comply with the **Contract Conditions**;
 - (b) the resourcing of Tenders;
 - (c) information obtained from any source which is relevant to the capacity of the Tenderer or any proposed personnel to perform the Services and achieve the Project goals and objectives. Such information may be the result of inquiries made by AusAID; and
 - (d) the Tenderer’s demonstrated understanding of the cultural environment of the Project.

These other factors have not been allocated any specific weighting.

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

Goods and Services Tax

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

Insurances

- 7.11 The Financial Proposal must be inclusive of all necessary insurances required by the Contract Conditions and for the performance of the Services. Notwithstanding the requirements of the Contract, AusAID recommends that all Tenderers seek advice on and consider arranging professional indemnity insurance as a matter of prudent commercial practice.

Technical proposal format

- 7.12 The Technical Proposal must:
- (a) indicate the Tenderer's nominated contact person and contact details on the cover page;
 - (b) be in a type font of no less than 12 point on A4 paper;
 - (c) have left and right page margins of no less than 2.5 cm, and top and bottom page margins of no less than 3 cm, excluding headers, footers and page numbers;
 - (d) not have the AusAID logo or any other representation or mark which may indicate that the Tenderer is in any way related to or connected with AusAID; and
 - (e) be no longer than the page limit detailed in the Tender Particulars (inclusive of tables, diagrams or graphs), but exclusive of required annexes.

Curricula vitae

- 7.13 The curriculum vitae ("CVs") for team member must include the following information:
- (a) name and personal contact details (this can be an email address or phone number);
 - (b) nationality and if relevant permanent resident status;
 - (c) professional qualifications, including institution and date of award; and
 - (d) details of recent relevant professional and development work experience, including the duration and extent of inputs.

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

“I, *[insert name]*, declare that:

- (a) the information provided in this CV is accurate and hereby authorise the Commonwealth to make any inquiries it may consider reasonable and necessary to undertake in the course of the Tender assessment in relation to the information I have provided in this CV or any other matter which may relate to my suitability for the position for which I have been nominated;
- (b) I am available to participate in the Project in the role in which I have been nominated in the Tender for the period or periods indicated in the Tender;
- (c) I am a person of good fame and character; and
- (d) I have not been convicted of an offence of, or relating to, bribery of a public official, nor am I subject to any proceedings which could lead to such a conviction.”

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

Referees

- 7.15 Tenderers must nominate at least two (2) referees who can provide an objective assessment of the quality of relevant and recent work performed by the Tenderer (if the Annex titled Past Experience Forms is used) or the proposed team member (regarding Tender Schedule B). Referees who can supply character references only are not sufficient.
- 7.16 Tenderers must ensure that nominated referees do not have an actual or potential conflict of interest when acting as a referee. In particular, Tenderers must ensure that referees:
- (a) are not an employee of, or the holder of a current executive office (or similar position) within the organisation of, or do not have a business in association with, the Tenderer or a subsidiary organisation of the Tenderer;
 - (b) are not included in the Tender as proposed team members; and
 - (c) are not AusAID employees.
- 7.17 Tenderers must further ensure that nominated referees:
- (a) are available to be contacted in the 3 week period after the **Closing Time**; and
 - (b) are able to provide comments in English.
- 7.18 AusAID reserves the right to check with nominated referees and with other persons as AusAID chooses, the accuracy of the information and quality of work performed.

8. JOINT VENTURES AND CONSORTIUMS

- 8.1 AusAID intends to contract with a single legal entity.
- 8.2 If a Tender is submitted by a joint venture or consortium that does not constitute a single legal entity, AusAID will contract with the lead joint venture or consortium member that must be nominated in the Tender.
- 8.3 Tenders by a joint venture or consortium must be submitted on the basis that details on the activities to be performed and responsibility assumed by each party of the joint venture or consortium are clearly specified in the body of the text in **Tender Schedule A**.
- 8.4 AusAID may require parent company guarantees from the parent companies of parties to a joint venture or consortium.

9. ASSOCIATES AND OTHER SUB-CONTRACTORS

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

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

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

10. OWNERSHIP OF TENDERS AND RFT

- 10.1 All Tenders become the property of AusAID on lodgement.

- 10.2 Any intellectual property rights as may exist in the information contained in each Tender will remain the property of the Tenderer.
- 10.3 The Tenderer authorises AusAID to copy, adapt, amend, disclose, including to AusAID contractors and advisers, or do anything else necessary, in AusAID's sole discretion, all Tender materials.
- 10.4 Copyright in the RFT is reserved to AusAID.

11. CONFLICT OF INTEREST

- 11.1 Tenderers must identify in their Tenderer Declaration:
- (a) any actual or potential conflict of interest; and
 - (b) the procedures they intend to implement for dealing with, any actual or potential conflicts of interest,
- which may arise in connection with the submission of their Tender or the conduct of the Services described in this RFT. Tenders should include details of any known circumstances that may give rise to either an actual conflict or potential of conflict of interest in relation to the Project.
- 11.2 If any actual or potential conflicts of interest arise for a Tenderer before entering into a Contract for the Services, AusAID may:
- (a) enter into discussions to seek to resolve such conflict of interest;
 - (b) disregard the Tender submitted by such a Tenderer; or
 - (c) take any other action that AusAID considers appropriate.

12. TENDERING CONDUCT

- 12.1 Each Tenderer warrants that it has not engaged in collusive or anti-competitive practices with any other Tenderer in the preparation of its Tender.
- 12.2 If a Tenderer is found to have made false or misleading claims or statements, or receives improper assistance or improperly obtains confidential information, AusAID reserves the right to reject at any time, any Tender lodged by or on behalf of that Tenderer.

13. INELIGIBILITY TO TENDER

- 13.1 For the purpose of this **Clause 13**:
- (a) “**Proposed Subcontractor**” means a subcontractor that the Tenderer intends to engage for the Project, whether or not nominated in its Tender;
 - (b) “**Related Entity**” means any person or company which is:

- i) a Proposed Subcontractor;
 - ii) in the same group as the Tenderer or a Proposed Subcontractor;
 - iii) a ‘related body corporate’ of the Tenderer or a Proposed Subcontractor, within the meaning of the *Corporations Act 2001*; or
 - iv) associated with the Tenderer or a Proposed Subcontractor in respect of its Tender;
- (c) “**Relevant List**” means any list maintained by a donor of development funding which is similar to the World Bank List; and
- (d) “**World Bank List**” means the World Bank’s “Listing of Ineligible Firms” or the “Listing of Firms Letters of Reprimand” posted at www.worldbank.org.
- 13.2 A Tenderer is ineligible to tender if the Tenderer or a Related Entity is listed on a World Bank List or on a Relevant List.
- 13.3 Each Tenderer warrants, by submitting its tender, that the Tenderer and its Related Entities are not listed on a World Bank List or on a Relevant List.
- 13.4 Tenderers must state in their Tenders whether the Tenderer or any Related Entity:
- (a) is listed on a World Bank List or on a Relevant List;
 - (b) is subject to any proceedings or an informal process which could lead to listing on a World Bank List or listing on a Relevant List;
 - (c) is temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
 - (d) is temporarily suspended from tendering by a donor of development funding other than the World Bank; or
 - (e) is the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.
- 13.5 If a Tenderer becomes aware of a circumstance referred to in **Clause 13.4** after it has submitted its Tender to AusAID, the Tenderer must immediately notify AusAID in writing.
- 13.6 AusAID will exclude any Tender from evaluation if the Tenderer is in breach of the warranty in **Clause 13.3**, or does not disclose any circumstance required under **Clause 13.4** or **13.5**.
- 13.7 AusAID reserves the right to exclude any Tender from evaluation if the Tenderer or a Related Entity:
- (a) becomes listed on a World Bank List or Relevant List, or is subject to proceedings or an informal process which could lead to such a listing;

- (b) is or becomes temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process; or
- (c) is or becomes temporarily suspended from tendering by a donor of development funding other than the World Bank.

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

14. AusAID's RIGHTS

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

14.2 AusAID reserves the right to:

- (a) seek Tenders from any organisation;
- (b) accept or reject any Tender;
- (c) terminate, extend or vary its procurement process for the Services;
- (d) request clarification in relation to a Tender;
- (e) seek information or negotiate with any organisation that has not been invited to submit a Tender;
- (f) terminate negotiations with the preferred Tenderer and commence negotiations with any other Tenderer;
- (g) evaluate Tenders as AusAID sees appropriate; and
- (h) negotiate with any one or more Tenderers.

15. TENDERER'S ACKNOWLEDGEMENT

15.1 A Tender is submitted on the following basis:

- (a) no legal obligation or agreement whatsoever is intended to be or is created between AusAID and any Tenderer by virtue of the tender process (including but not limited to statements contained in this RFT) unless and until contract negotiations are completed and a formal written agreement acceptable to AusAID is entered into and executed by an authorised officer of AusAID and by the successful Tenderer, if any;
- (b) the Tenderer acknowledges and agrees that AusAID, its employees, agents and advisers are not, and will not be responsible, or liable for the accuracy or completeness of any information contained in this RFT; and

the Tenderer is responsible for all costs of and incidental to the preparation and delivery of the Tender, including obtaining this RFT, or any subsequent stage of the procurement process, including answering any queries and providing any further information sought by AusAID.

16. DEBRIEFING OF TENDERERS

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

17. COMPLIANCE WITH LAWS, GUIDELINES AND POLICIES

17.1 Freedom of Information

- (a) The *Freedom of Information Act 1982* gives members of the public rights of access to official documents of the Australian Government and its agencies. The *Freedom of Information Act 1982* extends, as far as possible, the right of the Australian community to access information (generally documents) in the possession of the Australian Government, limited only by considerations of the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.
- (b) Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Freedom of Information Act 1982* on their participation in this RFT process and any subsequent contract.

17.2 Privacy

- (a) The *Privacy Act 1988* establishes a national scheme providing, through codes of practice adopted by private sector organisations and the National Privacy Principles, for the appropriate collection, holding, use, correction, disclosure and transfer of personal information by private sector organisations.
- (b) The Draft Contract provides that the Contractor will comply with the *Privacy Act 1988*, including the Information Privacy Principles and the National Privacy Principles whether or not the Contractor is an organisation subject to the *Privacy Act 1988*.
- (c) The Tenderers acknowledge that the *Privacy Act 1988* reflects the principles of the International Covenant on Civil and Political Rights and OECD Guidelines, in particular, the OECD Guidelines on the Protection of Privacy and Transborder Flows of Personal Data.
- (d) Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Privacy Act 1988* on their participation in this RFT process and any subsequent contract.

17.3 Access by Australian National Audit Office

- (a) Attention of Tenderers is drawn to the *Auditor-General Act 1997* which provides the Auditor-General, or an authorised person, with a right to have, at all reasonable times, access to information, documents and records.
- (b) In addition to the Auditor-General's powers under the *Auditor-General Act 1997*, the Draft Contract provides that the Contractor will provide the Auditor-General, or an authorised person, access to information, documents, records and agency assets, including those on the Contractor's premises. Such access will apply for the term of the contract and for a period of seven years from the date of expiration or termination.
- (c) Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997* on their participation in the RFT process and any subsequent contract.

17.4 Access by Ombudsman

- (a) Attention of Tenderers is drawn to the *Ombudsman Act 1976* which gives Australians access to a government officer, known as an ombudsman, who investigates complaints from the public about government agencies and their operations and decisions, and reports on ways in which they may be resolved.
- (b) In addition to the ombudsman's powers under the *Ombudsman Act 1976*, the Draft Contract provides that the Contractor will provide the ombudsman, access to information, documents, records and agency assets, including those on the Contractor's premises. Such access will apply for the term of the contract and for a period of seven years from the date of expiration or termination.
- (c) Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Ombudsman Act 1976* on their participation in the RFT process and any subsequent contract.

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

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

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

- (a) AusAID will exclude from consideration any Tender from a Tenderer who is listed:
 - i) by the Minister for Foreign Affairs under the *Charter of the United Nations Act 1945* and/or listed in regulations made under Division 102 of the

Criminal Code Act 1995 (Cth). Further information about listed persons and entities is available from the Department of Foreign Affairs and Trade website at www.dfat.gov.au/icat/UNSC_financial_sanctions.html and from <http://www.nationalsecurity.gov.au/>

- ii) by the World Bank on its “Listing of Ineligible Firms” or “Listing of Firms Letters of Reprimand” posted at www.worldbank.org (the “World Bank List”); or
- iii) by any other donor of development funding on a list similar to the World Bank List.

17.7 Fair Work Principles

- (a) Tenderers should note that the Australian Government Fair Work Principles apply to this procurement. More information on the Fair Work Principles and their associated User Guide can be found at www.deewr.gov.au/fairworkprinciples.
- (b) In particular Tenderers should note that in accordance with the Fair Work Principles AusAID will not enter into a contract with a Tenderer who:
 - i) fails, when required by the Commonwealth, to confirm it understands and complies with all relevant workplace relations law, occupational health and safety law, or workers’ compensation law;
 - ii) is subject to an order from any Court or Tribunal decisions relating to a breach of workplace relations law, occupational health and safety law, or workers’ compensation law with which the Tenderer has not fully complied or is not fully complying;
 - iii) has a *Fair Work Act 2009* agreement that was made on or after 1 January 2010 that does not include genuine dispute resolution procedures; or
 - iv) fails to provide information when requested by AusAID relevant to their compliance with the Fair Work Principles.
- (c) For the purposes of **Clause 17.7(b)** above:
 - i) a genuine dispute resolution procedure is one which provides each of the following processes to resolve workplace disputes:
 - (A) the ability for employees to appoint a representative in relation to the dispute;
 - (B) in the first instance procedures to resolve the dispute at the workplace level;

- (C) if a dispute is not resolved at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and
- (D) if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties; and
- ii) a decision or order with which the Tenderer has not fully complied or is not fully complying includes any relevant penalty or order of a Court or Tribunal, but it does not extend to infringement notices issued by workplace inspectors or a provisional improvement notice issued by an occupational health and safety inspector, or those instances where a penalty or a requirement has been imposed but the period for payment/compliance has not expired.

17.8 Other Australian Government and AusAID Policies

- (a) Tenderers should familiarise themselves with AusAID policies including:
 - i) the policy *Gender Equality in Australia's Aid Program – Why and How* (March 2007). This document is available on AusAID's website at:
<http://www.ausaid.gov.au/publications/default.cfm>;
 - ii) the strategy 'Development for All: Towards a Disability-Inclusive Australian Aid Program 2009-2014', and in particular the strategy's six guiding principles, located at:
[http://www.ausaid.gov.au/publications/pdf/FINAL%20AusAID Disability%20for%20All.pdf](http://www.ausaid.gov.au/publications/pdf/FINAL%20AusAID%20Disability%20for%20All.pdf);
 - iii) AusAID's policy on the environment as set out in the *Environmental Management Guide for Australia's Aid Program*. This document is available on AusAID's website at:
<http://www.ausaid.gov.au/keyaid/envt.cfm>.
 - iv) AusAID's *Child protection policy*, in particular the child protection compliance standards at Attachment 1 to the policy. This document is available on AusAID's website at:
<http://www.ausaid.gov.au/publications/default.cfm>;
 - v) *Family Planning and the Aid Program: Guiding Principles* (August 2009). This document is available on AusAID's website at:
<http://www.ausaid.gov.au/keyaid/health.cfm>; and
 - vi) any other policies published from time to time on:

<http://www.aisaid.gov.au> or as otherwise notified to Tenderers.

18. FURTHER REQUIREMENTS

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

19. CONTRACT NEGOTIATIONS

- 19.1 AusAID may select, as preferred Tenderer, the Tenderer(s) who best meet the requirements of the RFT on the basis of the evaluation process.
- 19.2 The preferred Tenderer(s) must, within 14 days of written notification from AusAID that it has been selected as preferred Tenderer, provide AusAID with originals of Police Clearance Certificates for all Personnel nominated in their Tender in positions specified in the Specified Personnel Table (**Clause 5, Part 1**) as working with children in accordance with the following requirements:
 - (a) Police Clearance Certificates must be provided for each country in which the individual has lived for 12 months or longer over the last five years, and for the individual's country of citizenship.
 - (b) Police Clearance Certificates must be dated no earlier than 12 months before the Tender Closing Time.
 - (c) If any required Police Clearance Certificates are not provided to AusAID in accordance with this **Clause 19.2**, AusAID may exercise its right, specified at **Clause 14.2** above, to terminate negotiations with the preferred Tenderer and commence negotiation with any other Tenderer. AusAID recognises that in limited instances it may prove impossible to obtain a reliable Criminal Record Check, and will take non-provision of a Criminal Record Check into account upon request.
 - (d) AusAID reserves the right to require the preferred Tenderer(s) to replace any Personnel whose Police Clearance Certificate shows conviction of criminal offences of, or relating to, child abuse where AusAID, in its absolute discretion, considers that the Personnel poses an unacceptable risk to children's safety or well-being. Nominated replacement Personnel must have qualifications and experience equal to

or better than those of the personnel being replaced, and must be acceptable to AusAID.

- 19.3 AusAID intends to contract on the basis of the Contract Conditions contained in this RFT. Following the selection of a preferred Tenderer, AusAID may enter into negotiations with the preferred Tenderer in respect of the Scope of Services and the Basis of Payments of the contract. Such negotiations will be strictly limited to matters of detail rather than substance.
- 19.4 If the Scope of Services is reduced as a result of constraints imposed on AusAID before or after the **Closing Time**, AusAID and the preferred Tenderer must negotiate, in good faith, a proportionate reduction, if necessary, to the Tendered price.
- 19.5 Enhancements to the Scope of Services included in the Tender in accordance with the selection criteria should be costed into the fixed price quote for the purposes of the like-for-like price assessment. Where AusAID has instructed that the like-for-like price assessment is to be based on indicative values, the Tenderer must clearly specify all cost implications of enhancements proposed in the Tenderer's Technical Proposal.

20. CONFIDENTIALITY

- 20.1 AusAID undertakes to keep confidential any Tender provided to AusAID by Tenderers prior to the award of a contract and, in respect of unsuccessful Tenderers, after contract award.
- 20.2 The obligation of confidentiality in **Clause 20.1** does not apply if the Tender:
- (a) is disclosed by AusAID to its advisers or employees solely in order to consider a Tender, evaluate or clarify a Tender, negotiate any resulting contract or manage a contract with a successful Tenderer;
 - (b) is disclosed by AusAID to the responsible Minister;
 - (c) is disclosed by AusAID, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (d) is authorised or required by law to be disclosed; or
 - (e) is in the public domain otherwise than due to a breach of **Clause 20.1**.
- 20.3 AusAID will agree to keep confidential any specific information provided under, or in connection with, the Contract where it is appropriate to do so having regard to the matters covered by the Commonwealth's *Guidance on Confidentiality in Procurement*.
- 20.4 To enable AusAID to consider whether it will agree to keep specific information confidential, Tenderers must include in their Tender any request that information is to be treated as confidential following the award of a contract to it in the form specified in **Annex C to this Part** specifying the information and giving reasons why it is necessary to keep the information confidential by making specific reference to each of the four (4) criterion specified in the Commonwealth's *Guidance on Confidentiality in Procurement*.

- 20.5 AusAID will consider any request made under **Clause 20.4** and will inform the preferred Tenderer whether or not AusAID, in its sole discretion, agrees to the request and the terms under which it agrees.
- 20.6 The terms of any agreement will form part of the Contract to be awarded at the completion of the Tender process.

21. CONTRACT PLANS

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

22. APPLICABLE LAW

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

ANNEX A – TENDERER DECLARATION

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

1. DEFINITIONS

1.1 In this declaration:

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

“**Related Entity**” has the meaning given in **Clause 13.1** (Ineligibility to Tender) of **Part 2** of the RFT;

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

“**Tenderer**” means *[list name, address and ABN and ACN if appropriate. Note, Tenderers must provide their ABN if they have one. Moreover, if you are a Company and your ACN is not included in your ABN, you must also provide your ACN)]*; and

“**Tender Price**” means the total amount excluding Reimbursable Expenses indicated by a Tenderer as being the lowest amount for which that Tenderer is prepared to undertake the Services.

2. BASIS OF DECLARATION

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

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

3. THE OFFER

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

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

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

- 3.4 I warrant that the Tenderer has used its best endeavours to ensure that all employees of the Tenderer, or of its agents or contractors, proposed as Contractor Personnel for the Contract are of good fame and character.
- 3.5 I acknowledge that if the Tenderer is found to have made false or misleading material claims or statements in the Tender or in this declaration, or to have used confidential information, or received improper assistance, AusAID will reject at any time any Tender lodged by or on behalf of the Tenderer.
- 3.6 I acknowledge and agree to the matters specified in **Clauses 14** (AusAID's Rights) and **15** (Tenderer's Acknowledgement) of **Part 2**.
- 3.7 I agree:
- (a) that the Tenderer will be bound by this Tender for the Tender Validity Period of 180 days after the **Closing Time**; and
 - (b) that this Tender may be accepted by AusAID at any time before the expiration of that period or any additional period to which we may agree.
- 3.8 I acknowledge that this Tender will not be deemed to have been accepted except as specified in the RFT.
- 3.9 I understand that AusAID is not bound to accept the lowest priced or any Tender.
- 3.10 I warrant that in preparing the Tender for the Services the Tenderer did not act in any way which did or could have had the effect of reducing the competitiveness of the tender process for the Services. In particular I warrant that the Tenderer did not engage in:
- (a) any discussion or correspondence with other Tenderers concerning the amount of the Tender;
 - (b) any collusive tendering or other anti-competitive practices with any of the other Tenderers or any other person; or
 - (c) any conduct or have any arrangement or arrive at any understanding with any of the other Tenderers.
- 3.11 **[This clause applies to government owned Tenderers only.]** I warrant that in preparing the Tender, the Tenderer has complied with the principles of competitive neutrality.
- 3.12 I warrant that the Tenderer and its Related Entities are not:
- (a) listed on a World Bank List as referred to in **Clause 13** (Ineligibility to Tender) of **Part 2** of the RFT; or
 - (b) listed on a Relevant List as referred to in **Clause 13** (Ineligibility to Tender) of **Part 2** of the RFT.

- 3.13 **[Select Option A or Option B] [Option A:]** I warrant that the Tenderer and its Related Entities are not subject to any proceedings or informal processes which could lead to listing on a World Bank List or listing on a Relevant List. **OR [Option B:]** I acknowledge that the Tenderer or a Related Entity is subject to proceedings or an informal process which could lead to listing on a World Bank List or listing on a Relevant List. I warrant that the Tenderer has included information regarding the proceedings in Tender Schedule E.
- 3.14 **[Select Option A or Option B] [Option A:]** I warrant that the Tenderer and its Related Entities are not temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process, or temporarily suspended from tendering by a donor of development funding other than the World Bank. **OR [Option B:]** I acknowledge that the Tenderer or a Related Entity has been temporarily suspended from tendering by either the World Bank or another donor of development funding. I warrant that the Tenderer has included information regarding the temporary suspension in Tender Schedule E.
- 3.15 **[Select Option A or Option B] [Option A:]** I warrant that the Tenderer and its Related Entities are not the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding. **OR [Option B:]** I acknowledge that the Tenderer or a Related Entity is the subject of a formal or informal investigation by the World Bank or another donor of development funding. I warrant that the Tenderer has included information regarding the investigation in Tender Schedule E.
- 3.16 I undertake that, if the Tenderer becomes aware of a circumstance referred to in **Clause 13.4** (Ineligibility to Tender) of **Part 2** of the RFT after it has submitted its Tender, I will immediately notify AusAID in writing.
- 3.17 Neither the Tenderer nor any of its employees, agents or contractors have been convicted of an offence of, or relating to bribery of a public official, nor are they subject to any proceedings which could lead to such a conviction.
- 3.18 I undertake that the Tenderer will not permit any of its employees, agents or contractors, to work with children if they pose an unacceptable risk to children's safety or well being.
- 3.19 No employees of the Tenderer, or its agents or contractors, who have been nominated in Project positions that involve working with children, have been convicted of a criminal offence relating to child abuse, nor are they subject to any proceedings which could lead to such a conviction.
- 3.20 Neither the Tenderer nor any of its agents or contractors has an unsettled judicial decision against it relating to employee entitlements.

[Note to Tenderers: The following Clauses 3.21 and 3.22 will be used by AusAID to confirm the Tenderer's compliance with the relevant requirements of the Fair Work Principles]

- 3.21 The Tenderer has read and understood the Fair Work Principles User Guide and understands that the Fair Work Principles will apply to the procurement for the Project.
- 3.22 Compliance with Fair Work Principles
- (a) The Tenderer declares the following:

- i) The Tenderer has had _____ *[Nil or specify number]* adverse Court or Tribunal decision for a breach of workplace relations law, occupational health and safety law, or workers' compensation law in the past two years preceding the date of this Request for Tender.

[If response is nil adverse decisions go to 3.22(a)(iii) below]

- ii) *[Note to Tenderers: Strike through whichever option does not apply]*

The Tenderer has fully complied or is fully complying with all penalties or orders arising from the Court or Tribunal decisions declared above.

OR

The Tenderer has not fully complied with or is currently not fully complying with _____ *[Number]* of the penalties or orders arising from the Court or Tribunal decisions declared above and has provided as part of its Tender information about each of these penalties or orders in the form required in Appendix A to the Fair Work Principles User Guide.

Tenderers must provide additional information about each decision declared above in Clause 3.22(a)(ii) as specified in Appendix A to the Fair Work Principles User Guide. Tenderers should note that they will not be eligible for further consideration for this procurement if they have not fully complied with, or are not fully complying with, any Court or Tribunal decision, or have not appealed the decision prior to the end of the appeal period.

- iii) The Tenderer understands its obligations under all applicable workplace relations, occupational health and safety, and workers' compensation laws. The Tenderer undertakes that it complies with all of these obligations.
- iv) The Tenderer confirms that (except where it is an overseas based supplier to which these requirements do not apply in accordance with the Fair Work Principles User Guide) it:
- (A) has consultation arrangements which encourage cooperation and engagement of employees and management; and
 - (B) understands and respects their employees' rights in relation to freedom of association and the right to representation at work, including that the Tenderer allows its employees to be able to make a free and informed choice about whether to join a union and be represented at work.
- v) Where the Tenderer has a *Fair Work Act 2009* enterprise agreement that was approved on or after 1 January 2010 that enterprise agreement includes a genuine dispute resolution procedure that includes the following:

- (A) the ability for employees to appoint a representative in relation to the dispute;
 - (B) in the first instance procedures to resolve the dispute at the workplace level;
 - (C) if a dispute is not resolved at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and
 - (D) if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties.
- (b) If at any time prior to entry into a contract with the preferred Tenderer, any information provided in this declaration changes, the Tenderer agrees to advise AusAID of that change within 7 calendar days.

- 3.23 Neither the Tenderer nor any of its employees, agents or contractors had knowledge of the technical proposal or the Tender Price for the Services of any other Tenderer prior to the Tenderer submitting its Tender for the Services.
- 3.24 Neither the Tenderer nor any of its employees, agents or contractors disclosed the technical proposal or the Tender Price for the Services submitted by the Tenderer to any other Tenderer who submitted a tender for the Services or to any other person or organisation prior to the **Closing Time**.
- 3.25 Neither the Tenderer nor any of its employees, agents or contractors provided information to any other Tenderer, person or organisation, to assist another Tenderer for the Services to prepare a tender known in the building and construction industry as a “cover bid”, whereby the Tenderer was of the opinion or belief that another Tenderer did not intend to genuinely compete for the Contract.
- 3.26 The Tenderer is genuinely competing for the Contract and its Tender is not a “cover bid”.
- 3.27 Prior to the Tenderer submitting its Tender for the Services neither the Tenderer nor any of its employees, agents or contractors entered into any Contract, agreement, arrangement or understanding that the successful Tenderer for the Services would pay any money, or would provide any other benefit or other financial advantage, to or for the benefit of any other Tenderer who unsuccessfully tendered for the Tender.
- 3.28 I warrant that the Tenderer and its related entities, in submitting this Tender, do not have any actual or potential conflict of interest.

OR

- 3.29 The Tenderer, in submitting this Tender, has the following actual and/or potential conflicts of interest:

[insert details]

3.30 I acknowledge that each party constituting the Tenderer is bound jointly and severally by this Tender.

4. ADDENDA TO TENDER DOCUMENTS

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

Number _____ Dated _____ Number _____ Dated _____

Number _____ Dated _____ Number _____ Dated _____

5. ADDRESS OF TENDERER

Address or Registered Office of Tenderer

Address for service of notices (NOT PO. BOX)

Telephone Number: Fax Number:.....

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

insert name and title

Signature

ANNEX B – TENDERER’S SUBMISSION CHECKLIST

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

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

	Checked
Tender Schedule A: Technical Proposal and Annexes	
Is the Technical Proposal within the specified page limit?	
Does the Technical Proposal address each of the selection criteria individually?	
Does the Technical Proposal indicate the Tenderer’s nominated contact person and contact details on the cover page?	
Are the required annexes included and within the specified page limit(s)?	
<p>If the Past Experience Annex is used have at least two (2) referees been nominated and has it been confirmed that they are:</p> <ul style="list-style-type: none"> • not an employee of, or the holder of a current executive office (or similar position) within the organisation of, or do not have a business in association with the Tenderer or a subsidiary of the Tenderer? • not included in the Tender as proposed team members? • not AusAID employees? 	

	Checked
<p>Are both the Technical Proposal and annexes:</p> <ul style="list-style-type: none"> • in a type font of no less than 12 point on A4 paper? • formatted with left and right page margins no less than 2.5cm and top and bottom page margins no less than 3cm, excluding headers, footers and page numbers? • absent of AusAID's logo or any representation or mark which indicates that the Tenderer is in any way related to or connected with AusAID? 	
For electronic lodgement, has one (1) electronic copy containing all parts and annexes been provided?	
For hard copy lodgement, has one (1) printed original containing all parts and annexes been provided?	
Tender Schedule B: Specified Personnel	
Are the CVs within the specified page limit and certified and signed by the nominated personnel?	
Do the CVs include the name and personal contact details of the nominated personnel?	
Do the CVs include the nationality and, if relevant, permanent residency status of the nominated personnel?	
Do the CVs include details of the professional qualifications of nominated personnel (if relevant), including institution and date of award?	
Do the CVs include details of recent relevant professional and development work experience, including the duration and extent of inputs?	

	Checked
<p>Have at least two (2) referees been nominated on each of the CVs and has it been confirmed that they are:</p> <ul style="list-style-type: none"> • not an employee of, or the holder of a current executive office (or similar position) within the organisation of, or do not have a business in association with the Tenderer or a subsidiary of the Tenderer • not included in the Tender as proposed team members? • not AusAID employees? 	
For electronic lodgement, has one (1) electronic copy been provided in a separate file?	
For hard copy lodgement, has one (1) printed original been provided?	
Tender Schedule C: Financial Proposal	
Is the financial proposal in the required format?	
<p>Is the financial proposal a fully costed schedule of rates (preferably expressed in Australian dollars) and based on the inputs as specified in the Scope of Services, including:</p> <ul style="list-style-type: none"> • escalation? • necessary insurances required by the Contract Conditions and for the performance of the Services? • detailed information on assumptions used in preparing the pricing? 	
For electronic lodgement has one (1) electronic copy been provided in a separate file?	
For hard copy lodgement has one (1) printed original been provided in a separate, sealed envelope?	
Tender Schedule D: Assessment (Option 1 or 2 is to be selected by Tenderers in accordance with the terms detailed in the RFT).	

	Checked
Option 1	
Have the names of the tendering entity and its ultimate owners been provided?	
Have the names and financial relationships between the tendering entity, its parent entity (if relevant) and other related entities within the group been provided?	
<p>Have the previous three (3) year's annual financial statements for the tendering entity been provided including:</p> <ul style="list-style-type: none"> • a balance sheet? • a profit and loss statement? • a cash flow statement? • contact name and telephone number of the Tenderer's financial accountant? • a statement detailing any other tendering opportunities being pursued by the tendering entity or the group and the likely impact of such tendering opportunities on the financial capacity of the Tenderer to discharge its potential contractual obligations to AusAID under this RFT ? 	
For electronic lodgement, has one (1) electronic copy been provided in a separate file?	
For hard copy lodgement, has one (1) printed copy been provided in a separate sealed envelope?	
Option 2	
Has the date of the most recent financial assessment and the name of the Tender for which this assessment was undertaken been provided?	
Has an explanation of why the Tenderer believes a further financial assessment is not necessary been provided?	

	Checked
Has a statutory declaration declaring that the Tenderer's financial position has not altered materially since the date of the previous assessment had been provided?	
For electronic lodgement, has one (1) electronic copy been provided in a separate file?	
For hard copy lodgement, has one (1) printed copy been provided in a separate sealed envelope?	
Tender Schedule E: Additional Information	
Has the Tenderer's Declaration been completed and signed?	
Has Annex C to Part 2 Standard Tender Conditions relating to Confidential Information been completed?	
Have any letters of association required under Part 2 Standard Tender Conditions been completed?	
Has a brief statement disclosing whether the Tenderer is compliant with policies named in Clause 17 of Part 2 Standard Tender Conditions been completed?	
For electronic lodgement has one (1) electronic copy in a separate file been submitted?	
For hard copy lodgement, has one (1) printed original been submitted?	

ANNEX C – CONFIDENTIAL INFORMATION

Tenderers must submit this completed Annex C with their Tender.

Will the Tenderer be seeking to have any information designated as confidential in the contract should it be awarded to the Tenderer? Yes/No (please circle)

If the answer to Question 1 is yes, please complete the following table:

Information

Information must be specifically identified and must not be described in general terms

Specify

Reasons for claiming confidentiality

Reasons why information is commercially sensitive

Why and how the disclosure would cause unreasonable detriment to the owner of the information or another party and details on the unreasonable detriment that would be caused

Specify

Reasons why information is commercially sensitive

Why and how the disclosure would cause unreasonable detriment to the owner of the information or another party and details on the unreasonable detriment that would be caused

ANNEX D – CONDITIONS FOR USE OF AUSTENDER, THE AUSTRALIAN GOVERNMENT ONLINE TENDER SYSTEM

1. AusTender, the Australian Government Tender System

1.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this tender process, Tenderers must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at <https://www.tenders.gov.au>.

1.2 All queries and requests for technical or operational support must be directed to:

AusTender Help Desk
Telephone: 1300 651 698
International: +61 2 6215 1558
Email: tenders@finance.gov.au

The AusTender Help Desk is available between 9am and 5pm ACT Local Time, Monday to Friday (excluding ACT and national public holidays).

2. Preparing to Lodge a Tender Electronically

Virus Checking

2.1 In submitting their tenders electronically, Tenderers warrant that they have taken reasonable steps to ensure that tender response files are free of viruses, worms or other disabling features which may affect AusTender and/or AusAID's computing environment. Tenders found to contain viruses, worms or other disabling features will be excluded from the evaluation process.

Tender File Formats, Naming Conventions and Sizes

2.2

2.3 The tender file name/s:

- (a) should incorporate the Tenderer's company name;
- (b) should reflect the various parts of the bid they represent, where the tender comprises multiple files;
- (c) must not contain \ / : * ? " < > | characters. Check your files and re-name them if necessary; and
- (d) must not exceed 100 characters including the file extension.

- 2.4 Tender files:
- (a) must not exceed a combined file size of 5 megabytes per upload;
 - (b) should be uploaded from a high level directory on a Tenderer's desktop, so as not to impede the upload process; and
 - (c) should be zipped (compressed) together for transmission to AusTender.
- 2.5 AusTender will accept up to a maximum of five files in any one upload of a tender. Each upload should not exceed the combined file size limit of 5 megabytes. If an upload would otherwise exceed 5 megabytes, the Tenderer should either:
- (a) transmit the tender files as a compressed (zip) file not exceeding 5 megabytes; and/or
 - (b) lodge the tender in multiple uploads ensuring that each upload does not exceed 5 megabytes and clearly identify each upload as part of the tender.
- 2.6 If a tender consists of multiple uploads, due to the number of files or file size, Tenderers should ensure that transmission of all files is completed before the **Closing Time**.
- 2.7 Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.
3. **Scanned or Imaged Material, including Statutory Declarations**
- 3.1 Scanned images of signed and/or initialled pages within the tender, including Statutory Declarations and Deeds of Confidentiality, where they are required, are permitted so long as the total file size does not exceed the 5 megabyte limit. The use of scanned or imaged material, where it expands the tender file size beyond the 5 megabyte limit per upload, is prohibited.
4. **Electronic Lodgement Process**
- 4.1 Before submitting an electronic tender, Tenderers must:
- (a) ensure their technology platform meets the minimum requirements identified on AusTender;
 - (b) refer to AusTender's Help guidance, if required, on uploading tenders;
 - (c) take all steps to ensure that the tender is free from anything that might reasonably affect useability or the security or operations of AusTender and/or AusAID's computing environment;

- (d) ensure that the tender does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by AusAID; and
- (e) ensure that the tender complies with all file type, format, naming conventions, size limitations or other requirements specified in **Clause 2** or otherwise advised by AusAID or required by AusTender.

4.2 Tenderers must allow sufficient time for tender lodgement, including time that may be required for any problem analysis and resolution prior to the **Closing Time**.

4.3 Tenderers should be aware that holding the “Lodge a Response” page in the web browser will not hold the electronic tender box open beyond the **Closing Time**. An error message will be issued if the lodgement process is attempted after the **Closing Time**.

4.4 Tenders lodged through AusTender will be deemed to be authorised by the Tenderer.

4.5 If Tenderers have any problem in accessing the AusTender website or uploading a tender they must contact AusAID via the nominated **Contact Person (Clause 1 of Part 1)** or the AusTender Help Desk (**Clause 1.2** above) **prior to Closing Time**. Failure to do so will exclude a tender from consideration.

5. Late Tenders, Incomplete Tenders and Corrupted Files

5.1 Any attempt to lodge a tender after the **Closing Time** will not be permitted by AusTender. Such a tender will be deemed to be a Late Tender.

5.2 Where electronic submission of a tender has commenced prior to the **Closing Time** but concluded after the **Closing Time**, and upload of the tender file/s has completed successfully, as confirmed by AusTender system logs, the tender will not be deemed to be a Late Tender. Such tenders will be identified by AusTender to AusAID as having commenced transmission prior to, but completed lodgement after, **Closing Time**.

5.3 Where a tender lodgement consists of multiple uploads, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the **Closing Time** and **Clause 5.2** will only apply to the final upload.

5.4 Late Tenders, incomplete tenders, including those with electronic files that cannot be read or decrypted, tenders which AusAID believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of AusTender and/or AusAID’s computing environment, will be excluded from evaluation.

6. Proof of Lodgement

6.1 When a tender lodgement has successfully completed, an official receipt is provided on screen. The on-screen receipt will record the time and date the tender was received by

AusTender and will be conclusive evidence of successful lodgement of a tender. It is essential that Tenderers save and print this receipt as proof of lodgement. A separate email confirming receipt of the tender will also be automatically dispatched to the email address of the registered user whose details were recorded at login.

- 6.2 Failure to receive a receipt means that lodgement has not completed successfully. Where no receipt has been issued by AusTender, the attempted lodgement will be deemed to have been unsuccessful. Tenderers should refer to **Clauses 4.2 and 4.5**.

7. AusTender Security

- 7.1 Tenderers acknowledge that although the Commonwealth has implemented the security measures described on AusTender, the Commonwealth does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.

- 7.2 Tenderers acknowledge that:

- (a) lodgement of their tender on time and in accordance with these conditions of tender is entirely their responsibility; and
- (b) AusAID will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a tender or any other material or communication relevant to this RFT, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

ANNEX E - AUSAID USE OF PERFORMANCE INFORMATION

1. AusAID reserves the right to take into account in the assessment of each Tender the past performance, in previous AusAID and non-AusAID activities, or activities of:
 - (a) any Tenderer; and
 - (b) any member of the proposed personnel,in its capacity as:
 - (a) contractor, consultant or sub-contractor;
 - (b) an associate or employee of a contractor, consultant or sub-contractor; or
 - (c) a joint venture partner.
2. AusAID may:
 - (a) include in the Tender evaluation any contractor performance information contained in any internal AusAID contractor performance reporting systems in relation to performance of the Tenderer or proposed management, administrative and Project personnel on previous AusAID activities, provided that the Tenderer has seen the report and has had a reasonable opportunity to comment on it; and
 - (b) take into account in the Tender evaluation relevant performance information provided by external referees in relation to a Tenderer or proposed personnel member obtained by AusAID as a result of inquiries made within the previous five (5) year period.
3. AusAID reserves the right to use any relevant information obtained in relation to a Tenderer or proposed personnel member obtained either during the Tender period or within the previous five (5) year period by providing it to the Technical Assessment Panel (TAP) or to any other relevant person for the purposes of Tender assessment, and such information may be taken into account in the course of evaluation of the Tender by the TAP and AusAID. Where information has been received in accordance with paragraph 2 (a) above, this may also be introduced into the TAP process.
4. AusAID may, at any time, make independent inquiries of:
 - (a) any person or entity which it reasonably believes to have actual knowledge of the performance of the Tenderer or proposed personnel member/s on a previous project or activity, whether or not that person or entity is nominated in the Tender as a referee for the Tenderer or proposed personnel member; and
 - (b) any Commonwealth Government department, agency or other government entity in Australia whether Commonwealth or State, or any other country, including law enforcement agencies in relation to a person who is proposed for inclusion in a Tender or a Tenderer.

5. AusAID may request a Tenderer to provide additional or clarifying information in relation to information obtained during the assessment process following the **Closing Time** for the purpose of assessment of the Tender.
6. Information obtained as a result of inquiries made by AusAID in relation to performance on previous activities will be sought on a confidential basis and AusAID shall not be obliged to disclose the content or source of prior performance information about a Tenderer or individual to any person.
7. AusAID shall not be liable upon any claim, demand, proceeding suit or action by any Tenderer or any proposed personnel member in relation to any matter, thing or issue arising out of or in any way in relation to the collection of information from any source or the use of any information collected pursuant to this Annex in the Tender assessment process.

SECTION 2, PART 3 - PERIOD OFFER DEED CONDITIONS

PART 3 PERIOD OFFER DEED CONDITIONS

1. INTERPRETATION

1.1 Definitions

In this Deed, including the recitals, and in the Contract unless the context otherwise requires:

“AGO” means a government Department or Agency of the Commonwealth of Australia

“Contract” means the periodic contract brought into existence on the issue of a Services Order contemplated by **Clause 4.2** (Formation of Periodic Contracts).

“Effective Control” means in relation to Partnerships:

- (a) control of the composition of the Contractor’s board of partners; and
- (b) control of more than half of the voting rights attaching to the partnership structure in the Contractor.

“Fees” means the fees for the Services set out in the relevant Services Order and calculated and determined by reference to **Schedule 2** (Basis of Payment).

“Offer Period” means the term of the Deed as detailed in **Clause 3.1 below** and any extension pursuant to **Clause 3.2**.

“Partner Country” means the country, if not Australia, in which the Project is undertaken.

“Party” means AusAID or the Contractor.

“Period Offer Deed” or “Deed” means the umbrella arrangement under which AusAID may require Services to be supplied from time to time.

“Project” means the activity to be undertaken pursuant to a Services Order.

“Services”, in the context of the Deed, means the services described in **Schedule 1** in respect of which a Services Order may be issued by AusAID from time to time during the Offer Period.

References in the Contract to **“Services”** are to the services described in the Services Order.

“Services Order” means an order issued in accordance with **Clause 4** (Formation of Periodic Contracts) and in the form provided in **Schedule 4** or in an **Annex to Schedule 1**.

“Specified Personnel” means those personnel that are specified in the relevant Service Order to perform the Services.

“**Standard Conditions**” means the contract conditions set out in this **Deed** that will be incorporated into any periodic contract.

1.2 General

In this Deed, including the recitals, unless the context otherwise requires:

- (a) a word denoting the singular number includes the plural number and vice versa;
- (b) a word denoting an individual or person includes a corporation, firm, authority, body politic, government or governmental authority and vice versa;
- (c) a word denoting a gender includes all genders;
- (d) a reference to a recital, clause, Schedule or annexure is to a recital, clause, Schedule or annexure of or to this Deed;
- (e) where an AGO issues a Services Order, references to AusAID in Parts A and B shall be read as referring to that AGO.

1.3 Deed prevails

If there is any inconsistency (whether expressly referred to or to be implied from this Deed or otherwise) between the provisions of this Deed and those of the Schedules, the Schedules are to be read subject to this Deed and the provisions of this Deed prevail to the extent of the inconsistency.

2. PURPOSE OF THIS DEED

- 2.1 This Deed is a Period Offer under which the Contractor offers to provide the Services to AusAID as and when required by AusAID. This Period Offer has been established on a whole of government basis, and can be accessed by all AGOs.
- 2.2 The purpose of this Deed is to establish a contractual regime for the periodic provision of the Services at the request and discretion of AusAID and AGOs.

3. TERM OF THIS DEED

- 3.1 The term of the Deed commences when it is signed by both Parties and ends on **30 June 2013**.
- 3.2 The Contractor grants to AusAID an option to extend the term of this Deed for up to 36 months. The option must be exercised by notice in writing to the Contractor before the date on which the original term of this Deed will end. If this option to extend is exercised, the Contractor must continue to offer to provide the Services for the extended period.
- 3.3 Neither AusAID nor an AGO shall be required to issue any Services Order during the Offer Period.

4. FORMATION OF PERIODIC CONTRACTS

- 4.1 At any time during the Offer Period AusAID or an AGO may issue a Services Order to the Contractor containing the information specified in **Clause 4.4 below**. Prior to issuing a Services Order, AusAID or the AGO will establish that the appropriately qualified Specified Personnel are available to undertake the task and reach agreement with the Contractor on the Services to be performed, the duration and overall cost of the proposed Services.
- 4.2 The issue of a Services Order by AusAID or an AGO shall immediately bring into existence a periodic contract for the provision of the Services described in the Services Order. The term of the periodic contract will, unless it is terminated, continue until all obligations under the contract have been fulfilled.
- 4.3 The Contract formed by the issue of a Services Order incorporates the terms and conditions described in the Standard Contract Conditions.
- 4.4 The Services Order must be substantially in the form set out in **Annexes D1 – D4** to **Schedule 1** and contain the following information:
- (a) a description of the Services to be provided and milestones to be achieved;
 - (b) the Specified Personnel;
 - (c) the date of commencement of the Services;
 - (d) if relevant, the term of the periodic contract being the period in which the Services must be provided;
 - (e) the total amount payable, including the Fees and reimbursable costs;
 - (f) if applicable, details of any reimbursable costs due and payable to the Contractor;
 - (g) any particular performance standards applicable to the Services Order in addition to those prescribed in the terms and conditions; and
 - (h) reports to be provided.

5. NON-EXCLUSIVITY

- 5.1 The Contractor acknowledges and agrees that nothing in this Deed shall operate to constitute the Contractor an exclusive provider of the Services to AusAID or an AGO.
- 5.2 The Contractor must, within the Fees, cooperate with any other contractor appointed by AusAID or an AGO to ensure the integrated and efficient provision of all Services and must provide reasonable assistance to other contractors as AusAID or an AGO may request.

- 5.3 The Contractor acknowledges and agrees that AusAID may during the Offer Period make available to other interested and relevant third parties (including other government departments or agencies and other aid agencies and donors), personal information such as name, contact details, sectoral expertise and CVs but excluding agreed fee rates of Specified Personnel.

6. DEED AMENDMENTS

- 6.1 For the purposes of amending this Deed the procedures established in the Standard Contract Conditions **Clause 12 of Part 4** (Contract Amendment) will also apply.

7. NOTICES

- 7.1 For the purposes of serving notices with respect to this Deed, to either Party of this Deed, the following procedures shall apply. A notice required or permitted to be given by one Party to another under this Deed must be in writing and is treated as having been duly given and received:
- (a) when delivered (if left at that Party's address);
 - (b) on the third Business Day after posting (if sent by pre-paid mail); or
 - (c) on the Business Day of transmission (if given by facsimile and sent to the facsimile receiver number of that Party and no intimation having been received that the notice had not been received, whether that intimation comes from that Party or from the operation of facsimile machinery or otherwise).
- 7.2 For the purposes of this Deed, the addresses of each of the Parties shall be as set out below or any other address of which that Party may from time to time give notice in writing to each other Party:

AusAID

To: (Specify)
Specify Branch or Section

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

Street Address: 255 London Circuit
CANBERRA ACT 2601 AUSTRALIA

Facsimile:

Contractor:

To:

Attention:

Postal Address:

Street Address:

Facsimile:

8. ACQUIREMENT OF KNOWLEDGE

- 8.1 Specified Personnel must have a satisfactory knowledge of AusAID and its operations and interests.
- 8.2 The Contractor may not charge AusAID any fees for the acquisition of such knowledge.
- 8.3 AusAID will endeavour to keep the Contractor informed of significant developments within AusAID that are important to an understanding of AusAID.

9. CHANGE IN OWNERSHIP OF THE CONTRACTOR

- 9.1 The Contractor will be in default under the Deed if, without AusAID's prior written consent, Effective Control in the Contractor is changed by:
 - (a) a change in the ownership of the Contractor;
 - (b) the creation of, or amendment to, the partnership structure under which the Contractor must operate; or
 - (c) by any other arrangement.

PART 3 – STANDARD CONTRACT CONDITIONS

1. INTERPRETATION

1.1 Definitions:

In this Contract, unless the context otherwise requires:

"APS Code of Conduct" refers to the code of conduct of the Australian Public Service (for details visit the Internet website address: www.apsc.gov.au).

"APS Values" refers to the values of the Australian Public Service (for details visit the Internet website address: www.apsc.gov.au).

"Adviser" means an individual who provides advice on the strategic direction or implementation of the Australian aid program and is engaged under this Contract. This includes:

- (a) individuals who provide technical expertise and advice to counterpart governments and/or other in-country development partners;
- (b) individuals who provide technical advice to AusAID; or
- (c) individuals who provide leadership and oversight or technical inputs for the delivery of the Project;
- (d) individuals engaged by the Contractor as employees or sub-contractors and individuals engaged by the Contractor's sub-contractors,

but does not include:

- (a) locally engaged staff employed in non-specialist roles associated with this Contract, including staff engaged in administrative or logistical roles; or
- (b) the Contractor's head office staff or contractor representatives.

"Adviser Support Costs" has the meaning given in **Section 2, Part 5** Clause **6.7 – 6.9**.

"Adviser Remuneration Framework" means the set of rates and allowances for Advisers detailed in **Schedule 6** of this Contract.

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

"Auditor-General" has the meaning set out in the *Auditor-General Act 1997*.

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

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

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

"Commonwealth Procurement Guidelines" means the guidelines issued by the Minister for Finance that govern purchasing by Commonwealth agencies and departments. Details are available at: <http://www.finance.gov.au/publications/fmg-series/procurement-guidelines/index.html>.

"Confidential Information" means information that is by its nature confidential; and

- (a) is described in **Schedule 5B** to this Contract; or
- (b) a Party knows or ought to know is confidential,
but does not include:
- (c) information which is or becomes public knowledge other than by breach of this Contract or any other confidentiality obligation.

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

"Contract Conditions" means these **"Standard Contract Conditions"** excluding the Schedules and any annexes.

"Contract Material" means all material created or required to be developed or created as part of, or for the purpose of performing, the Services, including documents, equipment, information and data stored by any means, and any software and associated instrumental/operations manuals.

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

"Control" has the meaning given to that term in the *Corporations Act 2001*.

"Cost" or **"Costs"** means any actual costs or expenses.

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

"Daily Remuneration Rate" has the meaning given in **Section 2, Part 5, Clause 6.6(a)**.

"Data" includes any information provided to the Contractor under this Contract from any source, or collected or created by the Contractor in connection with the Services, whether in magnetic, electronic, hardcopy or any other form.

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

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

"Document" includes:

- (a) any paper or other material on which there is writing or printing or on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and
- (b) a disc, tape or other article, or any material, from which sounds, images, writings or messages are capable of being reproduced with or without the aid of any other article or device.

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

"Fees" means any money AusAID pays the Contractor under this Contract as set out in **Part 5**, including the Management Fee and Reimbursable Costs.

"Force Majeure Event" means any of the following where they are beyond the reasonable control of the Contractor or AusAID and where they make it impossible to perform the Contract obligation:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (b) acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo;
- (c) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, or military usurped power, or civil war; and
- (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosion, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

"GST" means the goods and services tax imposed by *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"Housing Costs" means the reimbursable amount payable to a Long Term Adviser in accordance with the Adviser Remuneration Framework.

"Information Officer" has the meaning given by section 6 of the *Australian Information Commissioner Act 2010* (Cth).

"Intellectual Property" means all copyright and all rights in relation to inventions (including patent rights), trade marks, designs and confidential information, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

"Job Level" means the levels of professional expertise identified in the Adviser Remuneration Framework and labelled one (1), two (2), three (3) or four (4).

"Loss" or **"Losses"** means any loss, losses, damage, liability, cost or expense including legal expenses on a solicitor and own client basis.

"Management Fee" has the meaning given in **Section 2, Part 5, Clause 6.5**.

"Mobility Allowance" means the supplemental payment payable to Long Term Advisers in addition to the Monthly Remuneration Rate in accordance with the Adviser Remuneration Framework.

"Monthly Remuneration Rate" has the meaning given in **Section 2, Part 5, Clause 6.4 (a)**.

"MOU" or **"Treaty"** (if any) means the Memorandum of Understanding or treaty in relation to development cooperation, including any related **"Subsidiary Arrangement"** entered into between AusAID and the government of the Partner Country which deals with a number of governmental arrangements relevant to this Contract.

"Partner Government" means the Government of the Partner Country.

"Party" means AusAID or the Contractor.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, as set out in section 6 of the *Privacy Act 1988* (Cth).

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

"Prior Material" means all material developed by the Contractor or a third party independently from the Services whether before or after commencement of any Services.

"Professional Discipline Category" means the categories of jobs identified in the Adviser Remuneration Framework and labelled A, B, C or D.

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

"Reimbursable Costs" has the meaning given in **Section 2, Part 5, Clause 9**.

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

"Services" means the services described in **Schedule 1** and in the Services Order together with any supplies or materials incidental to the Services.

"Special Location Allowance" means the country specific income supplement that is payable to Long Term Advisers in accordance with the Adviser Remuneration Framework.

"Specified Acts" means classes or types of acts or omissions performed by or on behalf of AusAID which would infringe an author's right of attribution, or integrity, of authorship but does not include those which would infringe an author's right not to have authorship falsely attributed.

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

"Standard Contract Conditions" means these Contract Conditions.

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

"Tax" means any income tax, capital gains tax, recoupment tax, land tax, sales tax, payroll tax, fringe benefits tax, group tax, profit tax, interest tax, property tax, undistributed profits tax, withholding tax, goods and services tax, consumption tax, value added tax, municipal rates, stamp duties and other fees, levies and impositions, assessed or charged, or assessable or chargeable by or payable to any governmental taxation or excise authority and includes any additional tax, interest, penalty, charge, fee or other amount imposed or made on or in relation to a failure to file a relevant return or to pay the relevant tax.

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

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

1.2 General

In this Contract, including the recitals, unless the context otherwise requires:

- (a) the contractual obligations of the Parties must be interpreted and performed in accordance with this Contract as a whole;

- (b) Contract clause headings are for convenience only and shall not be taken into consideration in the interpretation or construction of this Contract;
- (c) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (d) a word denoting the singular number includes the plural number and vice versa;
- (e) a word denoting an individual or person includes a corporation, firm, authority, body politic, government or governmental authority and vice versa;
- (f) a word denoting a gender includes all genders;
- (g) a reference to a recital, clause, Schedule or annexure is to a recital, clause, Schedule or annexure of or to this Contract;
- (h) where used in the Contract the words “including” or “includes” will be read as “including, without limitation” or “includes, without limitation” (as the case may be);
- (i) a reference to any contract or document is to that contract or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (j) “shall” and “must” denote an equivalent positive obligation;
- (k) a reference to any Party to this Contract, or any other document or arrangement, includes that Party's executors, administrators, substitutes, successors and permitted assigns; and
- (l) a reference to "dollars" or "\$" is to an amount in Australian currency.

1.3 Counterparts of the Contract

This Contract may be executed in any number of counterparts and by the different Parties on different counterparts, each of which constitutes an original Contract. In the event of any discrepancy between the Parties' versions of the Contract, the Contract held by AusAID as the original will prevail.

1.4 Contract prevails

If there is any inconsistency (whether expressly referred to or to be implied from the Contract or otherwise) between the Contract Conditions and the provisions in the Schedules, the Schedules are to be read subject to the Contract Conditions and the Contract Conditions prevail to the extent of the inconsistency.

1.5 Inconsistency

If there is any inconsistency (whether expressly or to be implied from the contract or otherwise) between the Project Specific Conditions and the Standard conditions, the Project

Specific Conditions are to be read subject to the Standard Conditions and the Standard Conditions prevail to the extent of the inconsistency, unless explicitly amended in the Project Specific Conditions.

2. SCOPE OF CONTRACT

- 2.1 The Contract sets out the terms and conditions on which the Contractor must secure the aims and objectives of the Project by supplying, or procuring the supply of, the provision of the Services.
- 2.2 The Services to be performed and responsibilities assumed by the Contractor are detailed in **Part 4**.
- 2.3 Neither the Contractor, nor Contractor Personnel or Associates, shall by virtue of this Contract be, or for any purpose be deemed to be, and must not represent themselves as being, an employee, partner or agent of AusAID.

3. AUSAID'S OBLIGATIONS

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

4. NON-EXCLUSIVITY

- 4.1 The Contractor may not be the exclusive provider of services to AusAID similar to those provided under this Contract.
- 4.2 The Contractor must cooperate with any other service provider appointed by AusAID to ensure the integrated and efficient carrying on of the Project and must provide such reasonable assistance to other service providers as AusAID may reasonably request.

5. MANAGEMENT SERVICES

- 5.1 The Contractor must provide all management services necessary for the provision of the Services. In addition to the other requirements specified by this Contract, at a minimum the Contractor must provide the following management services:
 - (a) [provide pre-mobilisation briefings to Contractor Personnel] decision-making within the Contractor's organisation and the advising of AusAID of decisions required by AusAID;
 - (b) pro-actively identifying and rectifying problems or recommending strategies to AusAID on how to rectify problems, which may arise in, or during the performance of, the Services;

- (c) managing those risks which are the Contractor's responsibility under this Contract in accordance with the Risk Management Plan including in relation to Supplies after delivery and before their incorporation into the Project; and
- (d) attendance at briefings with AusAID and status reporting to AusAID on progress at the times required by AusAID.

6. PROVISION OF SERVICES

6.1 In providing the Services, the Contractor must:

- (a) perform the Services as described in **Part 4** for the term of the Contract;
- (b) accept and implement AusAID's reasonable directions in relation to the management of the Project;
- (c) use its best endeavours to ensure the spirit and intent of the Project are fully met by the Services, including acting within the spirit and intent of the Treaty, MOU or Subsidiary Arrangement;
- (d) liaise and cooperate with AusAID, with the stakeholders, and the Australian Diplomatic Mission in or having responsibility for the Partner Country especially in relation to security, personal safety and welfare matters;
- (e) subject to any flexibility permitted in the Contract, ensure all timing obligations included in the Contract are fully met;
- (f) within the term of the Contract assist AusAID in the maintenance and ongoing implementation of the Services, including monitoring and evaluating the Services to ensure results accord with the aims of the Project, and provide necessary handover assistance to any subsequent service provider and to the Partner Country;
- (g) ensure that the Services are provided to a standard which shall promote Australia's international reputation and standing as a source of skill and expertise in the provision of international assistance;
- (h) perform the Services in a manner which, as far as possible, establishes and maintains a harmonious, cooperative and effective working relationship with stakeholders and any personnel from the Partner Country involved in the Project;
- (i) if a Risk Management Plan for the Project has not been prepared prior to the Project Start Date, prepare a Risk Management Plan within 30 days after the Project Start Date.
- (j) if requested by AusAID, make the Risk Management Plan available to AusAID;
- (k) maintain and update the Risk Management Plan, as necessary, to ensure that at all times it adequately reflects Project risks and includes risk-minimisation strategies;
- (l) promptly advise AusAID of any significant risks in accordance with **Clause 7**;

- (m) ensure the Risk Management Plan contains provisions for advance notification of AusAID of risks that may lead to disruption or delay of the Project;
- (n) liaise with, and obtain all necessary consents, approvals and authorisations from any public and other authorities in the Partner Country;
- (o) provide adequate support resources to secure the aims and objectives of the Project;
- (p) be responsive to the changing needs and environment of the Partner Country; and
- (q) seek to improve the quality, effectiveness and efficiency of the Services at every opportunity.

6.2 Without limiting its other obligations and liabilities under this Contract, the Contractor must remedy at its cost any failure to comply with its obligations to perform the Services in accordance with this Contract as soon as practicable after becoming aware of the failure.

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

7. EARLY NOTIFICATION

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

8. CONTRACTOR PERSONNEL

8.1 The Contractor must ensure that Contractor Personnel are aware of, and must use its best endeavours to ensure Contractor Personnel comply with, the requirements of the Contract.

8.2 The Contractor must use its best endeavours to ensure that all Contractor Personnel are of good fame and character.

8.3 The Contractor must use its best endeavours to ensure that all Contractor Personnel conduct themselves in a manner consistent with the *Public Service Act 1999*, and in accordance with *APS Values* and the *APS Code of Conduct*.

8.4 The Contractor must use its best endeavours to ensure that all Contractor Personnel and their accompanying family members while in-country:

- (a) are aware of local laws, culture and customs in the Partner Country; and
- (b) act in a fit and proper manner.

- 8.5 The Contractor must use its best endeavours to ensure that no Contractor Personnel or their accompanying family members:
- (a) become involved in the political affairs of the Partner Country (unless citizens of the Partner Country);
 - (b) interfere in the religious affairs of the Partner Country (unless citizens of the Partner Country); or
 - (c) share information known as a result of their work on, or relationship to, the Project, in a way that a reasonable person could foresee may be detrimental to the relationship between the Australian and Partner Governments.
- 8.6 The Contractor must not engage a currently serving Commonwealth employee in any capacity in connection with the Services without the prior written approval of AusAID.
- 8.7 The Contractor must not engage a Former AusAID Employee in any capacity in connection with the Services unless AusAID has approved the engagement in writing.
- 8.8 The Contractor must ensure that media advertisements placed by the Contractor for personnel to fill a Project position acknowledge that the Project is funded by AusAID as part of the Australian Government's official overseas aid program.
- 8.9 AusAID may give notice to the Contractor requiring the Contractor to remove any Contractor Personnel from work in respect of the Services. The Contractor must promptly arrange for the removal of such Contractor Personnel from work in respect of the Services and their replacement (if required) with Contractor Personnel acceptable to AusAID.
- 8.10 The Contractor must advise AusAID promptly in writing of any change in the circumstances of any Contractor Personnel that, in the Contractor's reasonable opinion, is likely to affect AusAID's assessment of the person under the Contract.

9. SPECIFIED PERSONNEL

- 9.1 The Contractor must provide all Specified Personnel for the Project and for the minimum periods specified in **Part 4** or in a Services Order.
- 9.2 During the minimum periods specified in **Part 4**, the Long Term Advisers included in the Specified Personnel must be exclusively dedicated to the Project and only perform the duties required under this Contract unless otherwise agreed in writing by AusAID.
- 9.3 The Contractor must use its best endeavours to ensure that persons nominated as Specified Personnel:
- (a) are properly qualified for the tasks they are to perform;
 - (b) are certified as fit and healthy by a legally qualified medical practitioner to work in the Partner Country, and have received the necessary medical advice, including that

on vaccinations and other preventive medical assistance allowing them to undertake work in-country in a safe manner; and

- (c) are adequately briefed and understand the environment and culture of the Partner Country.

- 9.4 The Contractor must use its best endeavours to secure the availability of Specified Personnel for the term of this Contract. If a change to Specified Personnel is required, the Contractor must provide AusAID with not less than 3 months prior written notice of such change except where circumstances beyond the reasonable control of the Contractor make the giving of such notice impracticable. Any proposed change to the Specified Personnel must only be made after written consent from AusAID and in accordance with the procedure set out in **Clause 9.8**.
- 9.5 Subject to **Clause 9.4**, Specified Personnel may be temporarily absent from the Project. Where Specified Personnel are unavailable to perform the Services, for any period in excess of 2 weeks, the Contractor must notify AusAID in writing immediately and, if requested, must provide replacement personnel acceptable to AusAID and the Partner Government at no additional charge and at the earliest opportunity and for the duration of the absence.
- 9.6 The costs incurred by the Contractor in providing temporary substitute personnel due to the absence of Specified Personnel are the responsibility of the Contractor.
- 9.7 The Contractor must advise AusAID promptly in writing of any change in the circumstances of any Specified Personnel that, in the Contractor's reasonable opinion, is likely to affect AusAID's assessment of the person under this Contract.
- 9.8 Before appointing Specified Personnel to the Project, the Contractor must obtain AusAID's written approval. In seeking approval of proposed Specified Personnel, the Contractor must provide to AusAID:
- (a) the full names, dates of birth, and nationalities of proposed personnel and their accompanying Dependants;
 - (b) a statement demonstrating that the proposed personnel has the demonstrated skills and capacity to undertake the job specification of the position and duration of the proposed appointment;
 - (c) a copy of the proposed person's curriculum vitae certified as accurate by the person and showing recent and relevant experience and formal qualifications including dates of award; and
 - (d) assurances that the nominated personnel has no existing commitments (defined in relation to the commitments of the position and not the individual's commitment to a particular organisation) to other AusAID projects that will suffer detriment if accepted on this Project. If this is not the case AusAID may require further information before assessing the individual's suitability.

9.9 If the Contractor is unable to provide acceptable replacement Specified Personnel with equivalent qualifications and experience, AusAID may seek a reduction in the Management Fees.

9.10 This clause is a fundamental term of the Contract, such that breach shall entitle AusAID to terminate this Contract in accordance with **Clause 33** and sue for damages.

10. PROJECT VEHICLE CONTRIBUTION

10.1 For the purposes of this **Clause 9**, “Project Vehicles” means vehicles paid for by AusAID, which remain the responsibility of the Contractor for the term of the Project and that are provided for Project activities. Vehicles purchased by the Project, but handed over to the Partner Country immediately (where maintenance and insurance are Partner Country responsibilities and Contractor Personnel do not use the vehicles or only use them on an exceptional basis) are not considered Project Vehicles for the purposes of requiring a financial contribution by the Contractor.

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

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

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

11. PROCUREMENT SERVICES

11.1 In procuring all Supplies, the Contractor must:

- (a) determine what Supplies are required for proper implementation of the Services and advise AusAID;
- (b) keep AusAID informed of ongoing requirements for Supplies in connection with the Project;

- (c) implement procedures so that procurement is undertaken in a manner that is consistent with the Commonwealth Procurement Guidelines, in particular, observing the core principle of achieving value for money and the supporting principles;
 - (d) maintain complete and accurate records documenting the procedures followed in procuring, and the particulars of Supplies; and
 - (e) use its best endeavours to ensure Supplies are maintained including taking appropriate steps to ensure that manufacturers' warranties of Supplies are secured and warranty conditions followed.
- 11.2 The Contractor shall bear the risk of loss or damage in respect of Supplies until handover of Supplies to the Partner Government.
- 11.3 The Contractor must use its best endeavours to ensure all Supplies are free from defects in design, material, manufacture or workmanship. The Contractor must replace defective Supplies under warranty provisions or at its own cost.
- 11.4 The Contractor shall establish and maintain a Register of Assets which shall record any non-consumable Supplies valued at \$2,000 or more, which at a minimum contains the following information: reference identification number (which may be for example, a serial number, engine number or chassis number); description of the asset; date of procurement; cost; location; current status; and disposal or handover details.
- 11.5 The Register of Assets and associated documentation such as import documents, invoices and warranties shall be subject to audit by or on behalf of AusAID at any time and from time to time.
- 11.6 The Contractor must use the Supplies for purposes permitted under this Contract only and must ensure that the Supplies at all times remain free from any Encumbrance.
- 12. SUB-CONTRACTING**
- 12.1 The Contractor may not sub-contract the whole of the Services. The sub-contracting of parts or elements of the performance of the Services is subject to compliance with the following requirements:
- (a) the sub-contracting of any of the Services shall not relieve the Contractor from any responsibility under this Contract;
 - (b) the Contractor must implement procedures that are consistent with the principles of the Commonwealth Procurement Guidelines for the engagement of all sub-contracting of the Services, with the exception of Associates;
 - (c) the Contractor must ensure that sub-contracts include equivalent provisions regarding the Contractor's relevant obligations under this Contract. In particular sub-contractors must:
 - i) (comply with relevant and applicable laws, regulations and development policies, including AusAID's *Child protection policy*

(<http://www.ausaid.gov.au/publications/pubs.cfm?Type=PubPolicyDocument>) and child protection compliance standards (Attachment 1 to the policy), both in Australia and in the Partner Country, and also *Family Planning and the Aid Program: Guiding Principles* (August 2009), accessible on AusAID's website (<http://www.ausaid.gov.au/keyaid/health.cfm>);

- ii) be insured to at least the minimum of their statutory obligations and that they carry all commercially prudent insurances for the activities to be undertaken as part of the Services;
 - iii) be bound by the same obligations regarding **Clauses 16** (Accounts and Records), **19** (Audits), **20** (Access to Premises), **27** (Privacy), and **37.4** (Anti-corruption) and as required by Project Specific Contract Conditions **Clause 3** (Accounts and Records) as the Contractor; and
 - iv) be bound by appropriate obligations in relation to ongoing software licensing, computer maintenance requirements and handover arrangements to the Partner Country;
- (d) the Contractor must maintain up-to-date records of the names of all sub-contractors engaged by the Contractor to perform part of the Services. If requested by AusAID, the Contractor must, within five (5) working days, provide to AusAID a copy of the records of sub-contractors' names, in the format specified by AusAID. The sub-contract must include the right of AusAID to disclose the name of the sub-contractor, in accordance with **Clause 29 (AusAID Use of Contract Information)** below;
- (e) the Contractor must maintain records as to the performance of each of the sub-contractors engaged by the Contractor including details of any defects in such performance and the steps taken to ensure compliance with the Contract and provide to AusAID if requested; and
- (f) if requested by AusAID, the Contractor must provide to AusAID a copy of any proposed or executed sub-contract.

12.2 The obligations in **Clause 12.1** apply equally to Associates.

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

13. **CONTRACT AMENDMENT**

13.1 The Contractor must not do anything that amounts to a variation of this Contract otherwise than in accordance with this Clause 13.

13.2 Changes to the Contract shall not be legally binding upon either Party unless agreed in writing and signed by both Parties in the form of a "Deed of Amendment".

- 13.3 AusAID or the Contractor may propose an amendment to the manner of providing the Services or changes to the Project, at any time for the purpose of improving the delivery of the Services or, the efficiency, cost-effectiveness and development impact of the Services.
- 13.4 The Contractor must prepare an “Amendment Proposal” for any change sought by AusAID, or the Contractor, at no extra cost to AusAID and this must be submitted to AusAID in a timely manner.
- 13.5 The Amendment Proposal must include specific identification of the proposed change, associated cost implications, a cost/benefit and risk analysis, including of developmental impact improvements, a general plan for implementation of the change and a projected time schedule.
- 13.6 AusAID may, at its sole discretion, accept or reject the Amendment Proposal submitted by the Contractor.

14. EXTENSION OF TIME

- 14.1 Subject to **Clause 14.6** below neither AusAID nor the Contractor shall be in breach of this Contract to the extent that performance of their Contract obligations is prevented by any of the following causes (“Relevant Causes”) that arise during the term of this Contract:
- (a) a Force Majeure Event;
 - (b) a significant change in circumstances beyond the control of the Contractor;
 - (c) an Australia-wide or Partner Country-wide industrial dispute; or
 - (d) a change in the laws of Australia or the Partner Country that directly impacts on the provision of the Services.
- 14.2 If, in the Contractor’s reasonable opinion, there is likely to be a delay in the Contractor’s discharging an obligation under the Contract because of a Relevant Cause, the Contractor must:
- (a) immediately notify AusAID in writing when the Contractor considers any event or circumstance may cause a delay and the estimated period of delay or likely period of delay;
 - (b) give details of the likely effect on the Project and any Contractual implications;
 - (c) take all reasonable steps to mitigate the effects of any delay and make written recommendations to AusAID of additional strategies to avoid or mitigate the effects of the event;
 - (d) request in writing an extension of time which the Contractor considers reasonable in all the circumstances in the form of an Amendment Proposal in accordance with **Clause 13.5**; and
 - (e) use its best endeavours to continue to perform its obligations under this Contract.

- 14.3 AusAID must give consideration to the Contractor's recommendations and request for an extension of time and, as soon as practicable after receiving the request, notify the Contractor in writing whether it has determined that a Relevant Cause has occurred and whether all or part of the request has been granted. AusAID's approval of a request may be granted subject to conditions.
- 14.4 If AusAID approves in writing a request, the extension of time and any approved changes to the Contract will be documented in a Deed of Amendment in accordance with **Clause 13**.
- 14.5 Even if the Contractor has not given notice under **Clause 14.2**, where AusAID considers that a delay has arisen, in whole or in part, because of an act or omission on the part of AusAID, its employees or agents, AusAID may, by notice in writing to the Contractor, extend the time for performance of the relevant obligation of the Contractor.
- 14.6 Where AusAID has determined that a Relevant Cause has occurred, and the Contractor's inability to perform its obligations due to a Relevant Cause exceeds 45 Business Days, AusAID may:
- (a) notify the Contractor that this Contract is suspended for a specified period of time; or
 - (b) immediately or thereafter terminate the Contract in whole or in part by providing notice in writing to the Contractor.
- 14.7 A notice of suspension, partial termination or termination of this Contract under **Clause 14.6** will take effect on the date that the notification is received by the Contractor or a later date specified in the notice.
- 14.8 In the event of suspension, partial termination or termination of this Contract under **Clause 14.6**, the Contractor may claim the Fees for Services performed, as payable under Schedule 2, prior to the date of suspension, partial termination or termination, on a pro rata basis and Costs that are reasonably and properly incurred by the Contractor in connection with this Contract to the extent to which those Costs are unavoidable as a direct consequence of the suspension, partial termination or termination of the Contract in accordance with this clause. Any Cost must be substantiated to AusAID and must not include loss of profits or any other form of expectation loss.
15. **HANDOVER**
- 15.1 The Contractor must, within 12 months of the Project Start Date, prepare and give to AusAID a draft Handover Plan which includes all the functions to be performed to hand over Contract Material, Supplies, information, documents and other materials to the Partner Country in a manner which ensures the Partner Country is able to benefit from the Project and in particular enables the Partner Country to manage ongoing maintenance requirements, as well as any other matters specified in Schedule 1.
- 15.2 The Contractor must make changes to the Handover Plan as reasonably requested by AusAID and update the Handover Plan as necessary during the Project but at least annually and 6 months before the end of this Contract.

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

16. ACCOUNTS AND RECORDS

- 16.1 The Contractor must at all times maintain full, true, separate and up-to-date accounts and records in relation to the Fees, Supplies and the Services. The accounts and records must:
- (a) record all receipts and expenses in relation to the Supplies and Services, including those involving foreign exchange transactions;
 - (b) be kept in a manner that permits them to be conveniently and properly audited;
 - (c) enable the extraction of all information relevant to this Contract; and

- (d) contain details of the disposition of Supplies as agreed to by AusAID such as replacement, write-off or transfer to the Partner Country.

16.2 The Contractor must provide to AusAID a statement of Project expenditure on a regular basis for the duration of the Project. The details of the timing and content of the statements of expenditure are defined in the Project Specific Contract Conditions.

16.3 The Contractor must provide its accounts and records for inspection by AusAID immediately upon the request of AusAID.

16.4 The Contractor must keep its accounts and records for the term of this Contract and for a period of seven (7) years from the date of expiry or termination of this Contract.

17. REPORTS

17.1 The Contractor must ensure that all reports required in accordance with **Part 4**, provide the information required and conform with the quality and format requirements specified.

17.2 The Contractor is responsible for any extra costs occasioned by any clarifications, discrepancies, errors or omissions in reports provided to AusAID or other information supplied in writing by the Contractor, provided such discrepancies, errors or omissions are not due to inaccurate information supplied in writing to the Contractor by AusAID.

17.3 AusAID may reject and withhold payment of Management Fees for any report which does not conform to the requirements of this Contract until the Contractor rectifies the report.

18. REVIEWS

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

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

18.3 Reviews may be conducted of:

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

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

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

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

19. AUDITS

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

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

19.2 The Contractor must respond to any notice received under **Clause 19.1** within 14 days.

19.3 Where the Contractor does not respond within 14 days, or the response does not alleviate AusAID's concern, AusAID reserves the right, if it has not already done so, to direct the Contractor to provide AusAID with certification from an independent auditor as described in **Clause 119.1(c)**.

19.4 If AusAID directs the Contractor to undertake an independent audit under this **Clause 19**:

- (a) the terms of reference must be agreed in writing by AusAID;
- (b) the audit must be undertaken according to the standards of the professional body relevant to the particular audit and those standards must be detailed in the terms of reference;
- (c) the Contractor will bear the total cost of the audit; and

- (d) AusAID will not make any further payments owed to the Contractor pending certification of the reliability of the Contractor's financial management systems and the veracity of the invoicing procedures and practices.

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

- 20.1 The Contractor must grant AusAID and/or its nominees (including the Auditor-General or an Information Officer or their delegates), access to the Contractor's premises, the Data, records, accounts and other financial material or material relevant to the Services, however and wherever stored, in the Contractor's or its sub-contractors' custody, possession or control, for inspection and copying.
- 20.2 The access must be given to AusAID and its nominees:
 - (a) during the hours of 9 am and 5 pm on a Business Day;
 - (b) except in the case of a breach of this Contract, subject to reasonable prior notice; and
 - (c) at no additional charge to AusAID.
- 20.3 In the case of documents or records stored on a medium other than in writing, the Contractor must make available on request such reasonable facilities as may be necessary to enable a legible reproduction to be created at no additional cost to AusAID.
- 20.4 This clause applies for the term of this Contract and for a period of seven (7) years from the date of its expiration or termination.

21. PAYMENT

- 21.1 AusAID must make payment of the Management Fees within 30 days of:
 - (a) AusAID's acceptance of the satisfactory completion of the Services or relevant Payment Milestones as specified in **Part 5**; and
 - (b) receipt of a correctly rendered invoice.
- 21.2 It is AusAID corporate practice to inform Contractors as soon as reasonably possible, and in any case within 30 days of receipt of notice of the completion of an identified output or provision of a report whether or not that output or report is accepted.
- 21.3 The Fees are fixed for the term of this Contract unless varied in accordance with this Contract.
- 21.4 The Contractor must make all foreign exchange transactions at arm's length and at commercially competitive rates. Supporting documentation must be retained in accordance with **Clause 16.1** (Accounts and Records) of the Standard Contract Conditions and may be audited by AusAID in accordance with **Clause 18** (Reviews) of the Standard Contract Conditions.

- 21.5 If the Contractor is entitled to reimbursement for expenditure in a currency other than Australian dollars under this Contract, the Contractor must invoice AusAID for the equivalent Australian dollar amount as recorded by the Contractor in their general ledger converted at an exchange rate which is calculated in accordance with appropriate accounting standards.
- 21.6 No invoice for any period is to be submitted before the provision of any reports required by the Contract for the relevant period.
- 21.7 Subject to this Contract, AusAID shall pay Reimbursable Costs within 30 days of receipt of a correctly-rendered invoice.
- 21.8 An invoice is correctly rendered if:
- (a) the invoice details all Services provided against the Fees and records the amount payable in respect of each category of Services described in the Contract;
 - (b) the invoice details the Contractor's monthly contribution toward Project Vehicles in accordance with **Clause 10.2**;
 - (c) the invoice is based upon the calculation of Fees referred to in **Part 5**; and
 - (d) a company director of the Contractor, or their delegate has certified that the invoice:
 - i) has been correctly calculated;
 - ii) that the Services included in it have been performed in accordance with this Contract; and
 - iii) in the case of Reimbursable Costs that these costs have been paid.
- 21.9 If an invoice is found to have been rendered incorrectly, AusAID may recover any underpayment or overpayment by or from the Contractor, as the case may be and, without limiting recourse to other available remedies, may be offset against any amount subsequently due from AusAID to the Contractor.
- 21.10 A payment by AusAID is not an admission of liability. In the event that AusAID makes a payment for the completion of a Payment Milestone or the procurement of Supplies or inputs that AusAID subsequently learns have not been completed to the quality or performance specifications required or provided as required, the payment shall be deemed an overpayment and recoverable from the Contractor. Without limiting recourse to other available remedies, the overpayment may be offset against any amount subsequently due to the Contractor.
- 21.11 AusAID need not pay an amount that is disputed in good faith by AusAID until the dispute is resolved.
- 21.12 Except as otherwise specified in this Contract, the Management Fees are inclusive of all costs, expenses, disbursements, levies and Taxes and the actual costs and expenses incurred by the Contractor in providing the Services.

- 21.13 If the Contractor does not have an Australian Business Number (ABN), AusAID, in accordance with the relevant provisions of the Pay as You Go (PAYG) legislation, shall be required to withhold a prescribed proportion of the amount payable to the Contractor under the Contract, unless the exceptions under Division 12 of the PAYG legislation apply.
- 21.14 AusAID will make all amounts payable to the Contractor under this Contract into a bank account nominated by the Contractor. The Contractor must provide AusAID with the necessary details as soon as possible following execution of this Contract. Requests to change bank account must be provided to AusAID with 45 days notice.
- 21.15 AusAID will make all amounts payable to the Contractor under this Contract into a bank account nominated by the Contractor. The Contractor must provide AusAID with the necessary details as soon as possible following execution of this Contract. Requests to change bank account must be provided to AusAID with 45 days notice.

22. GOODS AND SERVICES TAX

- 22.1 Except as provided by this clause, all Taxes, duties and charges imposed or levied in Australia in connection with the performance of this Contract shall be borne by the Contractor or its sub-contractor(s), as the case requires.
- 22.2 The amount shown against each item in **Part 5** is the 'value' of the 'periodic supplies' to be made under this Contract, as these terms are used in the A New Tax System Act 1999 (Cth).
- 22.3 The amount payable under the Contract for each supply listed in Schedule 2 is the value of that supply plus any GST payable by the Contractor under the GST legislation. Payment by AusAID to the Contractor of the GST shall be subject to the Contractor providing AusAID with a valid Tax Invoice issued in accordance with the relevant provisions of the GST legislation and regulations.
- 22.4 The total amount of GST payable by the Contractor, and for which the Contractor seeks payment from AusAID, in respect of any supply shall be shown as a separate item on the Tax Invoice.
- 22.5 AusAID shall not pay to the Contractor any amount referable to GST, except as provided in this clause.

23. INTELLECTUAL PROPERTY RIGHTS

- 23.1 Subject to **Clause 23.2**, all Intellectual Property rights in or in relation to Contract Material vest upon its creation in AusAID. If required by AusAID, the Contractor must bring into existence, sign, execute or otherwise deal with any document which may be necessary to enable the vesting of such title or rights in AusAID.
- 23.2 **Clause 23.1** does not affect the ownership of Intellectual Property in any Prior Material incorporated into the Contract Material, but the Contractor grants to AusAID a permanent, irrevocable, royalty-free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Prior Material in conjunction with the Contract Material. The licence granted under this **Clause 23.2** includes the right of AusAID to sub-licence any of its employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Prior

Material incorporated into the Contract Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, AusAID.

- 23.3 The Contractor must ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Contract.
- 23.4 The Contractor must deliver all Contract Material to AusAID or to the Partner Government counterpart agency as may be directed in writing by AusAID.

24. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 24.1 The Contractor must at all times indemnify AusAID, its employees and agents and the Partner Country ("those indemnified") from and against any Loss or liability whatsoever incurred by any of those indemnified or arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such Loss or liability arose out of an infringement, or an alleged infringement, of the Intellectual Property rights of any person, which occurred by reason of the performance or use of the Services.

25. MORAL RIGHTS

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

26. CONFIDENTIALITY

- 26.1 Subject to **Clause 26.3**, a Party must not, without the prior written consent of the other Party, disclose any Confidential Information of the other Party to a third party.
- 26.2 In giving written consent to the disclosure of Confidential Information, a Party may impose such conditions as it thinks fit, and the other Party must comply with these conditions.
- 26.3 The obligations on the Parties under this **Clause 26** will not be taken to have been breached to the extent that Confidential Information:
- (a) is disclosed by a Party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under this Contract;
 - (b) is disclosed to a Party's internal management personnel, solely to enable effective management or auditing of contract-related activities;
 - (c) is disclosed by AusAID to the responsible Minister;
 - (d) is disclosed by AusAID, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) is shared by AusAID internally, or with another agency, where this serves the Commonwealth's legitimate interests;

- (f) is authorised or required by law, including under this Contract, under a licence or otherwise, to be disclosed; or
- (g) is in the public domain otherwise than due to a breach of this **Clause 26**.

26.4 The Parties may agree in writing after the date of this Contract that certain additional information will constitute Confidential Information for the purposes of this Contract.

26.5 If the Parties agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of this Contract, this documentation is incorporated into, and becomes part of this Contract, on the date on which both Parties have signed this documentation.

26.6 If requested by AusAID, the Contractor must ensure that Contractor Personnel execute a deed of confidentiality in the form specified in Schedule 3.

26.7 The obligations under this **Clause 26** continue, notwithstanding the expiry or termination of this Contract:

- (a) in relation to an item of information described in **Schedule 5A** of the Period Offer Deed, for the period set out in that Schedule in respect of that item; and
- (b) in relation to any information which the Parties agree in writing after the date of this Contract is to constitute Confidential Information for the purposes of this Contract, for the period agreed by the Parties in writing in respect of that information.

26.8 Nothing in this **Clause 26** derogates from any obligation which either Party may have either under the *Privacy Act 1988* or under this Contract in relation to the protection of Personal Information.

27. PRIVACY

27.1 This clause applies only where the Contractor deals with Personal Information when, and for the purpose of, providing the Services.

27.2 In this clause, the terms ‘agency’, ‘Information Privacy Principles’ (IPPs), and ‘National Privacy Principles’ (NPPs) have the same meaning as they have in section 6 of the Privacy Act 1988.

27.3 The Contractor acknowledges that it is a ‘contracted service provider’ within the meaning of section 6 of the Privacy Act 1988 (the Privacy Act), and agrees in respect of the provision of the Services:

- (a) to use or disclose Personal Information obtained during the course of providing the Services, only for the purposes of this Contract;
- (b) not to do any act or engage in any practice that would breach an IPP contained in section 14 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that IPP;

- (c) to carry out and discharge the obligations contained in the IPPs as if it were an agency under that Act;
- (d) to notify individuals whose Personal Information the Contractor holds, that complaints about acts or practices of the Contractor may be investigated by the Information Officer who has power to award compensation against the Contractor in appropriate circumstances;
- (e) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F of the Privacy Act (direct marketing), a NPP (particularly NPPs 7 to 10) where that section or NPP is applicable to the Contractor, unless:
 - i) in the case of section 16F – the use or disclosure is necessary, directly or indirectly, to discharge an obligation under this Contract; or
 - ii) in the case of a NPP – where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Contract, and the activity or practice which is authorized by this Contract is inconsistent with the NPP;
- (f) to disclose in writing to any person who asks, the content of the provisions of this Contract (if any) that are inconsistent with a NPP binding a party to this Contract;
- (g) to immediately notify AusAID if the Contractor becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause, whether by the Contractor or any sub-contractor;
- (h) not to transfer such information outside Australia, except to the Partner Country, or to allow parties outside Australia or the Partner Country to have access to it, without the prior approval of AusAID; and
- (i) to ensure that any employee of the Contractor who is required to deal with Personal Information for the purposes of this Contract is made aware of the obligations of the Contractor set out in this clause.

27.4 The Contractor agrees to ensure that any sub-contract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the sub-contractor has the same awareness and obligations as the Contractor has under this clause, including the requirement in relation to sub-contracts.

27.5 The Contractor agrees to indemnify AusAID in respect of any loss, liability or expense suffered or incurred by AusAID which arises directly or indirectly from a breach of any of the obligations of the Contractor under this clause, or a sub-contractor under the sub-contract provisions referred to in Clause **27.4** above.

27.6 This clause shall survive expiration or termination of this Contract.

28. ACCESS TO DOCUMENTS

- 28.1 In this clause, ‘document’ and ‘Commonwealth contract’ have the same meaning as in the Freedom of Information Act 1982 (Cth).
- 28.2 The Contractor acknowledges that this Contract is a Commonwealth contract.
- 28.3 If AusAID receives a request for access to a document created by, or in the possession of, the Contractor or any subcontractor that relates to the performance of this Contract (and not to the entry into the Contract), AusAID may at any time by written notice require the Contractor to provide the document to AusAID and the Contractor must, at no additional cost to AusAID, promptly comply with the notice.
- 28.4 The Contractor must include in any subcontract relating to the performance of this Contract provisions that will enable the Contractor to comply with its obligations under this **Clause 28**.
- 28.5 This clause shall survive expiration or termination of this Contract.

29. AusAID USE OF CONTRACT INFORMATION

- 29.1 Subject to **Clause 26**, AusAID may disclose matters relating to the Contract, including the Contract and the names of sub-contractors as specified in **Clause 11.1(f)** to Commonwealth governmental departments and agencies, Commonwealth Ministers and Parliamentary Secretaries, and to the Commonwealth Parliament, including responding to requests for information from Parliamentary committees or inquiries.
- 29.2 This clause shall survive termination or expiration of the Contract.

30. PUBLICITY

- 30.1 The Contractor must identify and implement appropriate opportunities for publicising the Project.
- 30.2 The Contractor must not make any press, media or other announcements or releases relating to this Contract and the Services without AusAID’s prior approval as to the form, content and manner of the announcement or release.
- 30.3 The Contractor must only use the Australian Government/AusAID logo (in-line version) to denote association with Australia, the Australian Government or AusAID in any publicity or other project related materials. The Contractor must comply with the “AusAID Logo Guidelines for Managing Contractors” at all times, including when advertising for sub-contractors or personnel. The Guidelines are available from the AusAID Business website.
- 30.4 The Contractor shall, if appropriate, erect a sign at each Project site that acknowledges the contributions of the Australian and Partner Governments. Such signs shall in all cases be discussed and agreed between AusAID and the Partner Government. Signs should use the Australian Government/AusAID logo (in-line version). No independent project or program logos or emblems are to be used. Contractor signs may also be displayed, but not in greater

number or prominence than acknowledgments to either the Australian or Partner Governments.

31. WARRANTIES

- 31.1 The Contractor represents and warrants that it has made its own assessment of all information made available to the Contractor in respect of the Services and sought appropriate professional advice concerning:
- (a) any information, statements or representations;
 - (b) the regulatory regime applicable to the delivery of the Services both in Australia and in the Partner Country;
 - (c) the assumptions, uncertainties and contingencies which may affect the future business of the Services; and
 - (d) the impact that a variation in future outcomes may have on any Services.
- 31.2 Subject to any law to the contrary, and to the maximum extent permitted by law, AusAID, its employees, agents and advisers each disclaim all liability for any Losses (whether foreseeable or not) suffered by any other person acting on any part of the information made available to the Contractor in respect of the Service, whether or not the loss arises in connection with any negligence, default or lack of care on the part of AusAID, its employees, agents or advisers or any other person or any misrepresentation or any other cause.
- 31.3 The Contractor warrants that it shall have full corporate power and authority to enter into, perform and observe its obligations under this Contract and that the execution, delivery and performance of this Contract shall be duly and validly authorised by all necessary corporate action.

32. PERSONNEL SECURITY

- 32.1 The Contractor is responsible for the security of Contractor Personnel and for taking out and maintaining appropriate insurances in respect of Contractor Personnel.
- 32.2 The Contractor is responsible for the immediate development and implementation of a Security Plan to ensure the safety and security of Contractor Personnel. The Security Plan should incorporate prevention strategies and response plans, including evacuation plans where appropriate. The Contractor shall submit a copy of the Security Plan to AusAID prior to mobilisation in the Partner Country. The Contractor shall review and update the Security Plan whenever considered necessary by the Contractor and shall submit the revised document to AusAID.
- 32.3 The Contractor must keep abreast of the security situation in the Partner Country including where relevant having regard to travel advisories and notices including those issued by the Australian Department of Foreign Affairs and Trade. The Australian advisories and notices are available at: www.dfat.gov.au

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

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

33. TERMINATION FOR CONTRACTOR DEFAULT

33.1 In addition to any other rights or remedies it has at law or in equity or under this Contract, AusAID may, by notice in writing to the Contractor terminate this Contract, with effect from the date in the notice, if the Contractor:

- (a) commits a breach of this Contract and:
 - i) that breach is not capable of remedy;
 - ii) fails to remedy that breach within 10 Business Days (or such further time as AusAID may, in its absolute discretion, specify), after receiving a notice from AusAID requiring the Contractor to remedy the breach; or
 - iii) does not commence to remedy that breach, within a reasonable time (having regard to the nature of the breach) after being given notice by AusAID requiring the Contractor to remedy the breach;
- (b) becomes, or in AusAID's reasonable opinion is likely to become, bankrupt, insolvent or otherwise financially unable to fulfil its obligations under this Contract;
- (c) becomes subject to one of the forms of external administration provided for in Chapter 5 of the *Corporations Act 2001*;
- (d) is wound up by resolution or an order of the court;
- (e) ceases to carry on business;
- (f) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors or has a receiver and manager appointed on behalf of debenture holders or creditors;
- (g) suffers any execution against its assets having, or which in AusAID's reasonable opinion is likely to have, an adverse effect on its ability to perform this Contract;

- (h) ceases to hold any licence, qualification, approval, authority or consent required for the Contractor to comply with its obligations under this Contract (except to the extent that this is outside the Contractor's reasonable control);
- (i) assigns its rights otherwise than in accordance with the requirements of this Contract;
- (j) suffers a change in Control which in AusAID's reasonable opinion may adversely affect the Contractor's ability to perform the Services under this Contract;
- (k) is in breach of any of the warranties, regarding pre-listing proceedings, temporary suspension from tendering or listing on a World Bank List or Relevant List, given in the Tenderer Declaration submitted by the Contractor with its tender leading to this Contract;
- (l) is, during the term of this Contract, listed on a World Bank List or Relevant List;
- (m) is in breach of the warranty, regarding convictions or proceedings relating to an offence of, or relating to, bribery of a public official, given in the Tenderer Declaration submitted by the Contractor with its tender leading to this Contract;
- (n) is in breach of the warranty, regarding unsettled judicial decisions relating to employee entitlements, given in the Tenderer Declaration submitted by the Contractor with its tender leading to this Contract;
- (o) is, during the term of this Contract, convicted of an offence of, or relating to, bribery of a public official. In this **Clause 33.1(o)** the Contractor includes Contractor Personnel;
- (p) is in breach of the warranty, regarding convictions or proceedings relating to an offence of, or relating to, child abuse, given in the Tenderer Declaration submitted by the Contractor with its tender leading to this Contract; or
- (q) is in breach of the warranty, regarding the good fame and character of Contractor Personnel, given in the Tenderer Declaration submitted by the Contractor with its tender leading to this Contract.

33.2 If this Contract is terminated under this Clause 33:

- (a) subject to this Contract, the parties are relieved from future performance of this Contract, without prejudice to any right of action that has accrued at the date of termination;
- (b) subject to this Contract, all licences and authorisations granted to the Contractor by AusAID under this Contract terminate immediately despite anything to the contrary contained in the relevant licence or authorisation;
- (c) the Confidential Information, Supplies and any other property supplied or given to the Contractor by AusAID pursuant to this Contract must be immediately returned to AusAID;

- (d) AusAID is not obliged to make any further payments (including the payment of Fees) to the Contractor. However, AusAID may, in its absolute discretion, consider making a payment to the Contractor in such amount and upon such terms as AusAID determines is appropriate in the circumstances; and
- (e) the Contractor will indemnify and hold AusAID harmless against any Losses, costs and expenses arising out of or in connection with the termination or any breach of this Contract by the Contractor (including those arising from affected sub-contracts).

34. TERMINATION FOR CONVENIENCE

34.1 In addition to any other rights or remedies it has at law or in equity or under this Contract, AusAID may, by notice in writing to the Contractor, terminate or reduce the scope of this Contract from the time specified in the notice (and without the need to give further notice) and, in that event, AusAID may give to the Contractor such directions as it thinks fit in relation to subsequent performance of this Contract.

34.2 If a notice is given under **Clause 34.1** the Contractor must:

- (a) comply with all directions given by AusAID;
- (b) cease or reduce (as applicable) the performance of work under the Contract; and
- (c) immediately do everything possible to mitigate its Losses, and all other loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination (including those arising from affected sub-contracts) arising in consequence of termination of this Contract under this **Clause 34**.

34.3 In the event of termination or reduction in scope under this Clause 34, subject to Clause 34.4, AusAID will only be liable to the Contractor for:

- (a) Fees, as payable under **Part 5**, for Services performed prior to the termination, on a pro rata basis; and
- (b) Costs that are:
 - i) directly attributable to the termination or reduction in scope of this Contract; and
 - ii) in AusAID's opinion, reasonably and properly incurred by the Contractor in connection with the Contract,

to the extent that such Costs are substantiated to AusAID.

34.4 AusAID is not liable for any loss of profits or any other form of expectation loss arising out of, or in connection with, the termination or reduction in scope of this Contract under this **Clause 34**.

35. INDEMNITY

- 35.1 The Contractor must at all times indemnify AusAID, its employees, agents and contractors (except the Contractor) ("those indemnified") from and against any Loss or liability whatsoever suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such Loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Contractor, or any Contractor Personnel in connection with this Contract.
- 35.2 The Contractor agrees that AusAID may enforce the indemnity in favour of the persons specified in **Clause 35.1** above for the benefit of each of such persons in the name of AusAID or of such persons.
- 35.3 The indemnity in this clause is reduced to the extent that the Loss or liability is directly caused by AusAID, its employees or contractors (except the Contractor), as substantiated by the Contractor.
- 35.4 The Contractor is responsible for all risks associated with the Data, the Supplies and any AusAID property while in the possession or control of the Contractor.
- 35.5 This indemnity shall survive termination or expiration of this Contract.

36. INSURANCE

- 36.1 The Contractor must arrange and maintain for the duration of the Contract unless otherwise specified:
- (a) public liability insurance with a limit of at least \$5 million for each and every claim which covers:
 - i) loss of, or damage to, or loss of use of any real or personal property; or
 - ii) personal injury to, illness (including mental illness) or death of any person arising from the performance of the Contract;
 - (b) motor vehicle third party property damage insurance;
 - (c) workers' compensation insurance:
 - i) which fully insures the Contractor for any amount it becomes liable to pay under any statute relating to workers' or accident compensation or for employer's liability at common law;
 - ii) to be effected in the Partner Country as well as every state or territory in Australia where the Contractor Personnel normally reside or in which their contract of employment was made; and
 - iii) which, where possible at law extends to indemnify AusAID as principal for AusAID's liability to persons engaged by the Contractor.

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

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

36.2 The Contractor must, within 14 days after a request by AusAID, provide for any insurance policy: a certificate of currency, a list of exclusions; and the amount of excess payable.

36.3 Neither the effecting of insurance nor any failure to effect such insurance shall in any way limit, reduce or otherwise affect any of the obligations, responsibilities and liabilities of the Contractor under the other provisions of this Contract or at law.

36.4 In the event of an insurance claim any deductible/excess payable shall be the responsibility of the Contractor.

37. CONFLICT OF INTEREST AND ANTI-CORRUPTION

Conflict of Interest

37.1 The Contractor warrants that, at the date of signing this Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract.

37.2 The Contractor must use best endeavours to ensure that a situation does not arise which may result in a conflict of interest. The Contractor must not engage in any activity, subject to Clause 37.3 below, that may result in a conflict of interest arising or continuing.

37.3 Where a conflict of interest arises in the performance of the Contractor's obligations under this Contract, the Contractor must notify AusAID immediately, and may request permission from AusAID to undertake the work despite that conflict of interest.

Anti-Corruption

37.4 The Contractor warrants that the Contractor shall not make or cause to be made, nor shall the Contractor receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt act, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Contract. In addition, the Contractor shall not bribe public officials and shall ensure that all Contractor Personnel comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Contract under **Clause 33** (Termination for Contractor Default) of the Standard Contract Conditions by notice from AusAID.

38. FRAUD

38.1 For the purpose of this Contract, 'fraud' or 'fraudulent activity' means dishonestly obtaining a benefit by deception or other means, and includes suspected, alleged or attempted fraud.

38.2 This clause applies to any fraud which relates to the Project or this Contract.

38.3 The Contractor must not, and must ensure that its subcontractors do not, engage in any fraudulent activity.

38.4 Within one month of the Project Start Date, the Contractor must prepare a fraud risk assessment and zero tolerance fraud control strategy. The risk assessment and strategy must contain appropriate fraud prevention, detection, investigation and reporting processes and procedures that comply with the Commonwealth Fraud Control Guidelines.

38.5 The Contractor is responsible for preventing and detecting fraud including fraud within those functions outsourced / performed by a sub-contractor or under any other arrangement established by the Contractor relating to the management or administration of the Project. The Contractor must ensure that Contractor Personnel are responsible and accountable to the Contractor for preventing and reporting any fraud as part of their routine responsibilities.

38.6 If the Contractor becomes aware of a fraud, it must report the matter to AusAID in writing within 5 Business Days. The written report to AusAID must include the following (where known):

- (a) the name of the Project under which AusAID funding is being provided;
- (b) name of any personnel or subcontractors involved;
- (c) the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
- (d) the names of the suspected offender(s) (where known);
- (e) details of witnesses;
- (f) copies of relevant documents;
- (g) references to any relevant legislation;

- (h) a nominated contact officer;
 - (i) any other relevant information (eg, political sensitivities, any other party or agency that has been informed, involved or that can assist with investigations); and
 - (j) the current status of any inquiries commenced by the Contractor.
- 38.7 If the Contractor becomes aware of a fraud, the Contractor must, in consultation with AusAID, develop and implement a strategy to investigate the fraud based on the principles set out in the *Australian Government Investigations Standards*.
- 38.8 The Contractor must investigate any fraud at the Contractor's cost and in accordance with any directions or standards required by AusAID. If the Contractor appoints an investigator to conduct an investigation, the investigator should possess the minimum qualifications specified in the *Commonwealth Fraud Control Guidelines*. Before engaging a qualified investigator, the Contractor may consult with AusAID regarding the appointment and may request assistance from AusAID in meeting the actual costs of a qualified investigator. Provided that the Contractor has consulted with AusAID before engaging an investigator, AusAID may in its absolute discretion agree to meet some or all of those costs.
- 38.9 AusAID reserves the right to appoint its own investigator, conduct its own investigation or report fraud to the appropriate law enforcement agencies or any other person or entity AusAID deems appropriate in Australia or in the Partner Country for investigation. If AusAID exercises its rights under this clause, the Contractor must provide all reasonable assistance that may be required at its sole expense.
- 38.10 After the investigation is finished, if a suspected offender has been identified, the Contractor must promptly report the fraud to the local police and any other appropriate law enforcement agency in the country where the incident has occurred, unless the Director of AusAID's Fraud section agrees otherwise in writing.
- 38.11 If the investigation finds the Contractor or Contractor Personnel have engaged in fraudulent activity, the Contractor must:
- (a) if AusAID funds have been misappropriated, pay to AusAID or the Project the full value of the AusAID funds that have been misappropriated; or
 - (b) if AusAID-funded property has been misappropriated, either return the property to AusAID or the Project or, if the property cannot be recovered or has been damaged so that it is no longer usable, replace the property with property of equal quality.
- 38.12 If the investigation finds that a person other than the Contractor or Contractor Personnel has engaged in fraudulent activity, the Contractor must, at the Contractor's cost, take all reasonable action to recover any AusAID funds or AusAID-funded property acquired or distributed through fraudulent activity, including taking recovery action in accordance with recovery procedures (including civil litigation) available in the Partner Country. Before commencing any recovery action, the Contractor may consult with AusAID regarding the proposed course of action and may request assistance from AusAID in meeting the costs of the recovery action. Provided that the Contractor has consulted with AusAID before

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

- 38.13 The Contractor must keep AusAID informed, in writing, on a monthly basis, of the progress of its efforts to recover the AusAID funds or AusAID-funded property, including any recovery action.
- 38.14 If the Contractor considers that all reasonable action has been taken to recover the AusAID funds or AusAID-funded property and recovery has not been achieved or recovery has only been achieved in part, the Contractor may seek approval from AusAID that no further recovery action be taken. The Contractor must give AusAID all information, records and documents required by AusAID to enable AusAID to decide whether to approve the request.
- 38.15 If an investigation finds that the Contractor or Contractor Personnel have engaged in fraudulent activity, or if AusAID discovers that a fraud has not been reported to AusAID in accordance with **Clause 37.6**, AusAID reserves the right to:
- (a) terminate this Contract by giving the Contractor notice in writing specifying the date on which the termination will take effect (in which case **Clause 33.2** shall apply); and / or
 - (b) not enter into any further agreements with the Contractor until such time as AusAID is satisfied that any recommended changes to the Contractor's management and procedures have been made in order to prevent any further fraudulent activity from occurring and to ensure timely reporting of fraud to AusAID; and / or
 - (c) consider the fraud or the failure to report the fraud in evaluating future tenders submitted to AusAID by the Contractor.
- 38.16 Without limitation to AusAID's rights pursuant to **Clauses 33** and **38.15**, if the Contractor fails to comply with its obligations under this **Clause 38** with respect to a Contract Fraud, the Director of AusAID's Fraud Section may give the Contractor a written notice which specifies:
- (a) the obligation(s) with which the Contractor has not complied;
 - (b) the action that the Contractor must take to rectify the failure; and
 - (c) the date by which the Contractor must rectify the failure.
- 38.17 If the Contractor does not comply with a notice issued pursuant to **Clause 38.16**, AusAID reserves the right to:
- (a) terminate this Contract in accordance with **Clause 33**; and / or
 - (b) exercise its rights pursuant to **Clause 38.9**; and / or
 - (c) withhold payments (or parts of payments) due to the Contractor under this Contract until the Contractor has complied with the notice.

38.18 This **Clause 38** shall survive termination or expiration of this Contract in relation to:

- (a) any fraud which was not detected by the Contractor before the date of termination or expiry of this Contract;
- (b) any fraud detected by the Contractor before the date of termination or expiry of this Contract but which the Contractor had not begun to investigate under **Clause 38.8** before that date,
- (c) any investigation commenced by the Contractor under **Clause 38.8**, but not completed, before the date of termination or expiry of this Contract, and
- (d) any investigation commenced by AusAID under **Clause 38.9**, but not completed, before the date of termination or expiry of this Contract.

39. COMPLIANCE WITH LAWS, GUIDELINES AND POLICIES

39.1 The Contractor must at all times have regard to and comply with, and as far as practicable must ensure that all Contractor Personnel comply with, the laws in Australia, the Partner Country and applicable laws of other countries.

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

This list is not exhaustive and is provided for information only. The provision of this list does not relieve the Contractor from complying with the obligations contained in **Clause 39.1**.

39.3 The Contractor and all Contractor Personnel must at all times have regard to and operate in accordance with relevant guidelines, as amended from time to time, and listed on the AusAID website: <http://www.ausaid.gov.au/business/contracting.cfm>.

39.4 Notwithstanding paragraph 4.3 on page 4 of the Fair Work Principles User Guide, the Contractor must comply with all relevant requirements of the Fair Work Principles as set out in the Fair Work Principles User Guide (available at www.deewr.gov.au/fairworkprinciples), including by:

- (a) complying with all applicable workplace relations, occupational health and safety, and workers' compensation laws;
- (b) informing AusAID of any adverse court of tribunal decision for a breach of workplace relations law, occupational health and safety laws, or workers' compensation laws made against it during the term of this Contract and any remedial action it has taken, or proposes to take, as a result of the decision;
- (c) providing AusAID any information AusAID reasonably requires to confirm that the Contractor (and any subcontractor) is complying with the Fair Work Principles;

- (d) participate in all compliance activities associated with its legal obligations, including those arising under the Fair Work Principles. Compliance activities may include responding to requests for information and/or audits undertaken by the Commonwealth, its nominees and/or relevant regulators.
- 39.5 Compliance with the Fair Work Principles shall not relieve the Contractor from its responsibility to comply with its other obligations under this Contract.
- 39.6 If the Contractor does not comply with the Fair Work Principles, without prejudice to any rights that would otherwise accrue to the Commonwealth, the Commonwealth shall be entitled to publish details of the Contractor's failure to comply (including the Contractor's name) and to otherwise provide those details to other Commonwealth agencies.
- 39.7 As far as practicable, the Contractor must:
- (a) not use a subcontractor in relation to this Contract where the subcontractor would be precluded from contracting directly with the Commonwealth under the requirements of the Fair Work Principles; and
 - (b) ensure that all subcontractors impose obligations on subcontractors equivalent to the obligations under **Clauses 39.4 to 39.7**.
- 39.8 In addition to any other rights or remedies it has at law or in equity, or under this Contract, AusAID may, by notice in writing to the Contractor, terminate this Contract, with effect from the date in the notice, if the Contractor is in breach of **Clause 39.4**.
- 39.9 The Contractor must notify AusAID of any material breach by the Contractor or Contractor Personnel of a law or guideline referred to in this **Clause 39**.
- 39.10 On becoming aware of a material breach by the Contractor or Contractor Personnel of a law or guideline, whether or not such a breach is notified to AusAID by the Contractor, AusAID may, in addition to any other rights available to AusAID, terminate this Contract under **Clause 33**.
- 39.11 The Contractor must in carrying out its obligations under this Contract comply with those laws in relation to organisations and individuals associated with terrorism, including 'terrorist organisations' as defined in Division 102 of the Criminal Code Act 1995 (Cth) and listed in regulations made under that Act and regulations made under the Charter of the UN Act 1945 (Cth). The Contractor must ensure that funds provided under this Contract do not provide direct or indirect support or resources to organisations and individuals associated with terrorism. If, during the course of this Contract, the Contractor discovers any link whatsoever with any organisation or individual associated with terrorism it must inform AusAID immediately.
- 39.12 The Contractor and all Contractor Personnel must when providing any Services and procuring the Supplies have regard to and operate in accordance with Australian policies on developmental aid to foreign countries including:
- a. the policy Gender Equality in Australia's Aid Program – Why and How (March 2007);

- b. The strategy 'Development for All: Towards a Disability-Inclusive Australian Aid Program 2009-2014', and in particular the strategy's six guiding principles, located at http://www.ausaid.gov.au/publications/pdf/FINAL%20AusAID_Disability%20for%20All.pdf;
- c. Child protection, in particular the child protection compliance standards at Attachment 1 to AusAID's *Child protection policy*;
- d. *Family Planning and the Aid Program: Guiding Principles* (August 2009), accessible on AusAID's website (<http://www.ausaid.gov.au/keyaid/health.cfm>);
- e. Environment. AusAID is bound by the Commonwealth's *Environment Protection and Biodiversity Conservation Act 1999*, which applies to all aid activities. The Contractor must:
 - 1. ensure that environmental requirements specified in the Scope of Services are implemented, monitored and reported;
 - 2. comply with AusAID's Environmental Management System outlined in the *Environmental Management Guide for Australia's Aid Program*, including:
 - i) assess and manage all actual or potential environmental impacts, both direct and indirect, to avoid or mitigate negative impacts and promote positive impacts;
 - ii) report regularly on any such impacts as required by the Scope of Services; and
 - 3. comply with all relevant environmental laws and regulations of the Partner Country.

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

40. INVESTIGATION BY THE OMBUDSMAN

- 40.1 In carrying out the Services, the Contractor, and an employee or subcontractor of the Contractor, may be a "Commonwealth service provider" under section 3BA of the Ombudsman Act 1976.
- 40.2 The Contractor must use its best endeavours, and must ensure that employees and subcontractors of the Contractor use their best endeavours, in undertaking the Services, not to engage in conduct that:
 - (a) would, if the Contractor or an employee or subcontractor were an officer of AusAID, amount to a breach of duty or to misconduct; or
 - (b) should be brought to the attention of the principal officer of AusAID.

- 40.3 If the Commonwealth Ombudsman commences an investigation of conduct of the Contractor, as a Commonwealth service provider, the Contractor, at the cost of the Contractor, must cooperate with the investigator including:
- (a) providing all documentation required by the investigator,
 - (b) making Contractor Personnel available to assist the investigator and
 - (c) allowing the investigator, at any reasonable time of the day, to enter a place occupied by the Contractor and carry on the investigation at that place.
- 40.4 If the Ombudsman brings evidence to the notice of AusAID concerning the conduct of the Contractor, or of an employee or subcontractor of the Contractor, the Contractor must, at the cost of the Contractor, take whatever remedial action is required by AusAID or by the Ombudsman to rectify the situation.
- 40.5 The Contractor must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the Contractor has under this clause, including this requirement in relation to subcontracts.
- 40.6 The Contractor agrees to indemnify AusAID in respect of any loss, liability or expense suffered or incurred by AusAID, due to conduct of the Contractor or of an employee or subcontractor, which arise directly or indirectly, as a result of an investigation carried out by the Ombudsman.
- 40.7 This clause shall survive expiration or termination of this Contract.
- 41. RESOLUTION OF DISPUTES**
- 41.1 The Parties undertake to use all reasonable efforts in good faith to resolve any disputes which arise between them in connection with this Contract. Subject to **Clause 21.11** and unless otherwise agreed by the Parties, the Parties shall at all times during the dispute proceed to fulfil their obligations under this Contract.
- 41.2 A Party may give the other Party a notice of dispute ("dispute notice") in connection with this Contract. Following the giving of a dispute notice, the dispute must be referred to a senior officer of AusAID and a senior officer of the Contractor, who must use reasonable endeavours to resolve the dispute within 20 Business Days or such other period as is agreed by the Parties.
- 41.3 If the Parties have not been able to resolve the dispute in accordance with **Clause 41.2** above, then the Parties may agree on a process for resolving the dispute through means other than litigation or arbitration, including by mediation or conciliation.
- 41.4 In the event that the dispute, controversy or claim has not been resolved within 50 Business Days (or such other period as agreed between the Parties in writing) after the dispute notice has been received in accordance with clause headed 'Notices' in Part B (Standard Contract Conditions) of this Contract, then either Party is entitled to treat the mediation process as terminated and may, if it wishes, commence legal proceedings.

41.5 Nothing in this clause prevents either Party from seeking urgent injunctive relief.

42. WORKING IN-COUNTRY

42.1 The Contractor is responsible for the security of all Contractor Personnel and for taking-out and maintaining all appropriate insurances.

42.2 The Contractor must use its best endeavours to ensure that all Contractor Personnel working in the Partner Country:

- (a) are certified as fit and healthy by a legally qualified medical practitioner to work in the Partner Country, and have received the necessary medical advice, including that on vaccinations and other preventive medical assistance allowing them to undertake work in-country in a safe manner; and
- (b) are adequately briefed and understand the environment and culture of the Partner Country.

42.3 The Contractor must use its best endeavours to ensure that no Contractor Personnel or their accompanying family members:

- (a) become involved in the political affairs of the Partner Country (unless citizens of the Partner Country);
- (b) interfere in the religious affairs of the Partner Country (unless citizens of the Partner Country); or
- (c) share information known as a result of their work on, or relationship to, the Project,

in a way that a reasonable person could foresee may be detrimental to the relationship between the Australian and Partner Governments.

42.4 AusAID may require Contractor Personnel to attend a meeting at the Australian Diplomatic Mission in or having responsibility for the Partner Country before the commencement of implementation.

43. CHILD PROTECTION

43.1 The Contractor must comply with AusAID's Child Protection Compliance Standards, which are specified in Attachment 1 of AusAID's *Child Protection Policy* (<http://www.ausaid.gov.au/publications/pubs.cfm?Type=PubPolicyDocuments>). AusAID may audit the Contractor's compliance with AusAID's Child Protection Policy and Child Protection Compliance Standards. The Contractor must participate cooperatively in any reviews conducted by AusAID.

43.2 If the Child Protection Officer finds that the Contractor has failed to comply with AusAID's Child Protection Compliance Standards, the Contractor must promptly, and at the cost of the Contractor, take such actions as are required to ensure compliance with the Compliance Standards.

43.3 The Contractor's Specified Personnel must sign and return to AusAID, the Child Protection Code of Conduct at **Schedule 4 Part 7** of this RFT.

44. NOTICES

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

- (a) when delivered (if left at that Party's address);
- (b) on the third Business Day after posting (if sent by pre-paid mail); or
- (c) on the Business Day of transmission (if given by facsimile and sent to the facsimile receiver number of that Party and no intimation having been received that the notice had not been received, whether that intimation comes from that Party or from the operation of facsimile machinery or otherwise).

45. ADVISER REMUNERATION

45.1 The Contractor must ensure that:

- (a) all Adviser positions are assigned a Job Level and Professional Discipline Category in accordance with the Adviser Remuneration Framework;
- (b) all Advisers are engaged and remunerated in accordance with the relevant classification specified in the Adviser Remuneration Framework.

45.2 The Contractor shall ensure that Advisers provide a written declaration prior to confirming their eligibility for allowances under the Adviser Remuneration Framework. The written declaration shall be substantially in accordance with the declaration at **Schedule 10**.

45.3 If the Contractor is unsure whether a particular position falls within the definition of Adviser, it must ask AusAID to determine whether the person who fills the position will be an Adviser. If AusAID determines that the position is an Adviser position, the Contractor must comply with this **Clause 45** in relation to that position.

45.4 Unless approved in writing by AusAID, if the Contractor pays an Adviser more than the rate specified in the Adviser Remuneration Framework for the relevant Job Level and Professional Discipline:

- (a) the Contractor will not be entitled to seek reimbursement of the excess from AusAID; and
- (b) if the Contractor discovers the excess payment after it has received reimbursement from AusAID, it must promptly advise AusAID of the excess and deduct the amount of the excess from its next invoice.

45.5 The Contractor must ensure that any sub-contract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the sub-contractor has the

same awareness and obligations as the Contractor has under this **Clause 45**, including the requirement in relation to sub-contracts.

46. ADVISER INFORMATION

46.1 In this **Clause 46**, “Adviser Information” means the information which the Contractor must give AusAID in accordance with **Clause 46.2**, if requested to do so by AusAID. Adviser Information may be Personal Information.

46.2 The Contractor must give AusAID the following information about each Adviser on 15 January and 15 July of each year:

- (a) position title;
- (b) gender;
- (c) nationality;
- (d) work location;
- (e) contract start and end date;
- (f) number of days worked in time period specified by AusAID preceding the receipt of the request;
- (g) Monthly or Daily Remuneration Rate;
- (h) Mobility Allowance, if any;
- (i) Special Location Allowance, if any;
- (j) Adviser Support Costs including Housing Cost, if any; and
- (k) any other information regarding remuneration or costs associated with Advisers and identified by AusAID in the request.

46.3 In addition to the reporting requirements in **Clause 46.2**, the Contractor must provide the information specified in **Clause 46.2(a) – (k)** within ten (10) Business Days of receiving a written request from AusAID.

46.4 AusAID will use the Adviser Information to ensure that the Australian Government’s official overseas aid program achieves value for money and to meet its reporting requirements.

46.5 AusAID may disclose Adviser Information in accordance with **Clause 29**.

46.6 The Contractor must ensure that Advisers, before they are engaged:

- (a) consent in writing to AusAID using the Adviser Information which may be collected under **Clause 46.2** for the purposes described in **Clause 46.3**;

- (b) are aware that:
 - i) AusAID may request, and the Contractor may provide to AusAID, the Adviser Information;
 - ii) AusAID may disclose the Adviser Information to Commonwealth governmental departments and agencies, Commonwealth Ministers and Parliamentary Secretaries, and to the Commonwealth Parliament; and
 - iii) they are entitled to access their own Personal Information which is held by AusAID, unless AusAID has a lawful right to refuse access.

46.7 The Contractor shall ensure that any sub-contract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the sub-contractor has the same awareness and obligations as the Contractor has under this **Clause 46**, including the requirement in relation to sub-contracts.

46.8 This clause shall survive termination or expiration of the Contract.

47. CONTRACTOR PERFORMANCE

47.1 The Contractor acknowledges and agrees that AusAID may issue:

- (a) a Contractor performance assessment;
- (b) Adviser performance assessments;
- (c) subcontractor performance assessments; and
- (d) subcontractor key personnel performance assessments,

in relation to this Contract.

47.2 The performance assessments will be substantially in accordance with the assessment sheet in **Schedule 5**. Within 28 days of receiving a performance assessment from AusAID, the Contractor must:

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

47.3 The Contractor must undertake Adviser, subcontractor and subcontractor personnel assessments as required by AusAID.

47.4 The Contractor must insert clauses in any subcontracts relating to the Contract that require the subcontractor to agree that:

- (a) AusAID or the Contractor may issue:

- i) a subcontractor performance assessment;
- ii) subcontractor key personnel performance assessments,
in relation to the subcontract;
- (b) the performance assessments will be substantially in accordance with the assessment sheet in **Schedule 3A** of the Period Offer Deed; and
- (c) the subcontractor will sign and return the subcontractor performance assessment together with any response within 28 days of receipt and will ensure that subcontractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 28 days of receipt.

48. MISCELLANEOUS

48.1 Waiver

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred upon that Party by this Contract does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under this Contract.

48.2 Liability of Party

If any Party to this Contract consists of more than one person then the liability of those persons in all respects under this Contract is a joint liability of all those persons and a separate liability of each of those persons.

48.3 Entire agreement

This Contract constitutes the sole and entire agreement between the Parties and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Contract is of no force or effect.

48.4 Severance

If any provision of this Contract is invalid and not enforceable in accordance with its terms, other provisions that are self-sustaining and capable of separate enforcement with regard to the invalid provision, are and continue to be valid and enforceable in accordance with their terms.

48.5 Assignment

No Party may assign or transfer any of its rights or obligations under this Contract without the prior consent in writing of the other Party.

48.6 Governing Law and Jurisdiction

This Contract is governed by, and is to be construed in accordance with, the law of the Australian Capital Territory and the Parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory and any court hearing appeals from those courts.

48.7 Contra Proferentem

No rule of construction shall apply in the interpretation of this Contract to the disadvantage of one Party on the basis that such Party put forward or drafted this Contract or drafted any provision of this Contract.

48.8 False and Misleading Information

The Contractor acknowledges that it is aware that, in relation to section 137.1 of the *Commonwealth Criminal Code*, giving false or misleading information is a serious offence.

PART 4 - SCOPE OF SERVICES

DEPLOYEE SUPPORT SERVICES FOR PAPUA NEW GUINEA (DSSPNG)

Note to Tenderers: This **Part 4** forms a key Schedule of the Contract Conditions. It reflects the most current version of the Services required of the Contractor but may be updated by AusAID during contract negotiations, particularly in light of information included in the Tenderer's response to the RFT. In the final Contract this **Part 4** will become **Schedule 1** of the Contract.

PART 4 - SCOPE OF SERVICES

DEPLOYEE SUPPORT SERVICES FOR PAPUA NEW GUINEA (DSSPNG)

1. STRUCTURE OF PART 4

1.2 *This Schedule 1 is made up of **six Parts: Part A to F.***

1.3 PART A - INTRODUCTION

Part A of this Schedule 1 sets out contextual information and is comprised of the following:

- (a) Definitions;
- (b) Background; and
- (c) Objective.

1.4 PART B – DSSPNG MANAGEMENT ARRANGEMENTS & PHASING

Part B of this Schedule 1 sets out the management arrangements, the phasing of the Services and the process for engaging the Contractor to perform the Services and is comprised of the following:

- (a) Management Arrangements;
- (b) Phasing of the Services; and
- (c) Tasking of the Contractor.

1.5 PART C – CORE MANAGEMENT SERVICES

Part C of this Schedule 1 sets out the Core Management Services which must be delivered by the Contractor as specified in a Services Order issued to the Contractor by AusAID.

This Part is comprised of the following:

- (a) Management of Transition Phase;
- (b) Facility Management and responsibilities for relationships with stakeholders;
- (c) Web Portal and Management Information Services;

- (d) Procurement and Asset Management;
- (e) Vehicle Management;
- (f) Property Management;
- (g) Financial Management and Audit;
- (h) Performance Management;
- (i) Fixed Personnel and Associated Inputs - Staffing;
- (j) Office Operations; and
- (k) Reporting, Plans and Manuals.

1.6 PART D – DEPLOYEE SUPPORT SERVICES

Part D of this Schedule 1 sets out the Services which must be delivered by the Contractor as specified in a Services Order issued to the Contractor by AusAID or another Australian Government Organisation (AGO), and is comprised of the following:

- (a) Types of Deployments; and
- (b) Deployee Support Schedule.

1.7 PART E – MINIMUM SERVICE STANDARDS AND CONTRACTOR PERFORMANCE

Part E of this Schedule 1 sets out the Minimum Service Standards and assessment of the Contractor's performance against those standards, and is comprised of the following:

- (a) Minimum Service Standards; and
- (b) Performance Assessment.

1.8 PART F – PROPERTY MANAGEMENT SERVICES

Part F of this Schedule 1 set out the Services which must be delivered by the Contractor as specified in a Services Order/Tasking Note issued to the Contractor by AusAID and is comprised of the following:

- (a) Property Management; and
- (b) Property Services

Note to Tenderers: The Contractor will be tasked through Services Orders in the appropriate format provided at **Part 8**. The types of Services Orders include: Services Order 1 for SGP, Services Order 2 for SNP, Services Order 3 for Twinning Arrangements and Other Deployee Support Services and Services Order 4 for Property Management Services.

PART A - INTRODUCTION

This Part A sets out contextual information.

1. DEFINITIONS

1.1 Unless the context otherwise requires:

“AusAID A-based Staff	<p>A-based staff are Australian Government employees who are Australia-based (A-based) deployed overseas on a temporary basis who are accredited to Australian high commissions, embassies and consulates managed by the Department of Foreign Affairs and Trade (DFAT) (Attached) , or staff working in an official capacity and for a fixed term but not working from diplomatically recognised premises (i.e. chancery or annex) (Unattached).</p> <p>“Attached”: An Australian Government employee who has been granted diplomatic or consular accreditation by the host government and is working in a DFAT -managed Australian mission (embassy, high commission, consulate-general), or in a designated annex to an Australian diplomatic mission.</p> <p>“Unattached”: An Australian Government employee who has not been granted host government diplomatic or consular accreditation and is working outside the recognised DFAT-managed diplomatic/consular mission or annex either in the same country or in a country to which the overseas mission is diplomatically accredited.</p> <p>“In-line/seconded/exchange”: An Australian Government employee who has not been granted diplomatic or consular accreditation by the host government and who is working in or for the host government or for a non-government organisation, based either in the same country as the mission or in a country to which the mission is diplomatically accredited.</p>
“AusAID Development Program Specialist (DPS)”	means AusAID employees sent overseas on non-diplomatic assignments to support Australia’s aid program.
“Australian Government Organisation”	means an Australian Commonwealth, State or Local Government organisation, as appropriate.
“Australian Government Official”	means an employee of Australian Commonwealth, State or Local Government organisation and may also be referred to as a “Government Official”.

“Australian Home Agency”	means the Australian Government Organisation which is the employer of a Deployee working on an AusAID funded program. It is not applicable if the Deployee is a Non-Government Official.
“Australian Host Organisation”	means the Australian Government Organisation to which the PNG Government Official is deployed.
“Contract Manager”	means an employee of the AusAID Port Moresby Country Program Office, nominated by AusAID to manage the Contract, including formal (mid-year and annual) ongoing performance assessments.
“Dependants”	means the following dependant members of an Australian Government Official: <ul style="list-style-type: none">• a spouse or de facto partner; and• eligible (1-18 years) children of the official.
“Deployee”	means an Australian Government Official, an AusAID A- and O-based Officer, a PNG Government Official or a Non-Government Official (as appropriate)
“Deployee Services Unit (DSU)”	means the existing deployee support services provider in PNG under the current Period Offer Deed.
“Long-Term Deployment”	means a deployment of more than six (6) consecutive months
“Non-Government Official”	includes consultants, advisers and other persons nominated by an Australian Government Organisation but who are not Australian Government Officials.
“PNG Home Agency”	means the PNG Government Organisation which is the employer of a Deployee working on an AusAID funded program.
“PNG Host Organisation”	means the PNG Government Organisation to which the Australian Government Official is deployed.
“Short-Term Deployment”	usually means a deployment of less than six (6) months.
“Tasking Note”	means a directive issued by an Australian Government Organisation under this Period Offer Deed for the Contractor to provide Services listed in the Tasking Note.

- “Twinning Scheme”** means an arrangement between an Australian and counterpart PNG Organisation to host Deployees for periods of between of short term capacity building activities such as work attachments and training in either country.
- “Services Order”** means a directive issued by an Australian Government Organisation under this Period Offer Deed for the Contractor to provide Services listed in the Services Order.

2. BACKGROUND

Strategic Setting

- 2.1 Australia has a long and complex relationship with Papua New Guinea (PNG). Australia is PNG’s largest bilateral donor and PNG is the second largest recipient of Australian aid. Australian Official Development Assistance (ODA) for 2011-12 is estimated at AUD482.3m, of which AusAID is responsible for managing approximately AUD436.5m, or 91% of the total aid flow. Other development assistance are provided through regional/global programs and other Australian Government Agencies, with expected expenditures of AUD29.4m and \$16.4m in 2011-12 financial year respectively.
- 2.2 Together, the Governments of PNG and Australia are working to increase the effectiveness of Australian aid to PNG in order to achieve stronger development outcomes and better value for money.
- 2.3 PNG is currently in its longest period of economic growth since independence. However, translating these gains into improved development outcomes remains a challenge. PNG, like other Pacific Island Countries, remains off-track to achieve the Millennium Development Goals (MDGs) by 2015. PNG's population is geographically and culturally diverse. There are over 700 cultural groups, many in remote areas. Service delivery is expensive and logistically challenging with large portions of the population experiencing difficulty in accessing basic services such as adequate health care, basic education and transport. PNG is experiencing rapid, sustained population growth of an estimated 2.7 per cent per annum and has the highest rate of reported HIV cases in the region. The country’s weak law and order situation remains a concern and hampers development efforts.
- 2.4 In 2008, Australia and PNG signed the *Papua New Guinea-Australia Partnership for Development* (the ‘Partnership’). The Partnership heralds a new era of development cooperation that aims to accelerate progress towards the MDGs and PNG’s other development priorities. The Partnership focuses on five core priorities; to improve basic education; health; transport infrastructure; public sector improvement; and evidence-based policy and program formulation. These priorities are supported by implementation

schedules which were endorsed in June 2009 at the Australia-Papua New Guinea Ministerial Forum. The Partnership priorities are reviewed annually.

- 2.5 In addition to the launch of the Partnership, the way Australia delivers its aid to PNG is changing. There have been a number of high profile reviews of Australia's aid to PNG, including the independent review of the PNG-Australia Development Cooperation Treaty jointly commissioned by the PNG and Australian Governments. The review is a demonstration of the Australian and Papua New Guinean Governments' strong commitment to improving the effectiveness of the aid program in PNG. It comes at a time when Australia is reconsidering the way it uses traditional aid models, such as the deployment of advisers, and against a background of bi-partisan political commitment to increase the size of Australia's overall aid program to 0.5% of GNI by 2015.

Significant AusAID Programs in PNG in relation to DSSPNG

- 2.6 Australia delivers aid to PNG through a range of modalities (i.e. aid delivery instruments). The deployment of Government and Non-Government Officials is a form of aid which assists progress towards Partnership commitments. The Deployee Support Service (DSS) will provide logistical services to support effective and safe deployment of officials under the Australian aid program engaged under the following programs:

The Strongim Gavman Program (SGP)

- 2.7 This is an ongoing program which places Australian Government Officials as advisory support to senior levels of the PNG Government for 2-3 years on average. There are currently forty-six (46) advisers in Port Moresby and regional centres supported under the existing contract, with a notional cap of fifty (50) Advisers across PNG Government departments.

Sub-National Program (SNP)

- 2.8 Australian Government Officials and PNG Nationals are deployed to Port Moresby and provincial capitals for 2-3 years to support the implementation of PNG's budget at the provincial and local level. The existing contract currently supports 8 provincially-based AusAID Officers.

Twinning arrangements

- 2.9 This involves both the deployment of Australian Government Officials to work with the PNG Government and PNG Government Officials to work with the Australian Government for varying periods of time (typical duration 2 weeks to 6 months). In 2010-11, the current contract supported approximately 22 deployments of Papua New Guineans to Australia (average 10 weeks), and 42 Australian deployments to PNG (average 4 weeks) in 2010-11. Australian Government Organisations would engage Services directly, through a Services Order with the Contractor for each Twinning Scheme. Each Services Order would capture the deployments scheduled under the relevant Twinning Scheme's Annual Work Plan. Australian Government agencies would have a direct relationship with the Contractor under these Twinning arrangements. Typically, the Australian Host Organisation provides most ongoing Services to PNG Government Officials, so Contractor Services are usually limited to mobilisation and demobilisation support. The support required for Australian Government Officials depends on their length of deployment.

Other Deployee Support Services

- 2.10 Officials from other Australian Government Organisations, AusAID Development Program Specialists and Sector Advisers may be deployed on an 'as required' basis throughout PNG. For example, under the current contract, Officials from the Australian Government Departments of Environment and Immigration draw on the current contract to support short and longer-term deployments under their own funding appropriations. The existing contract currently supports 11 AusAID Sectoral Advisors.

Background to Property Management Services

- 2.11 As a result of an increasing number of AusAID A-based staff in Port Moresby, additional residential accommodation is required outside of DFAT-managed residential compounds. AusAID's Property and Facilities Management Section (PFM) in Canberra has a private lease agreement for six (6) apartments at Luman Soho complex and six (6) at Chester Street.
- 2.12 In February 2009, AusAID established a Tasking Note under a Period Offer Deed to provide Property Management Services for up to twelve (12) staff and anticipates accommodating a further eight (8) staff in other lease arrangements in the future.

Background to the DSSPNG

- 2.13 In 2006, AusAID established a Period Offer to provide services to Deployee Programs across the Asia-Pacific region. Through the Period Offer, a Contractor provides logistical support services to Deployee Programs throughout the Asia-Pacific region, including PNG.
- 2.14 The existing Period Offer covers provision of logistical support to a number of PNG-specific programs, as well as providing logistical, administrative and secretariat support to facilitate program recruitment activities. This Period Offer involves the delivery of a variety of services which allow for the effective provision of logistical support to Australian Deployees from AusAID and other Australian Government Organisations for long- and short-term deployments. These services include, as a minimum:
- (a) Residential accommodation;
 - (b) Security and Occupational Health and Safety;
 - (c) Mobilisation/Demobilisation;
 - (d) Work-related Travel;
 - (e) Office Space/Property;
 - (f) Support for management of Deployee Operational Budgets;
 - (g) Communications, IT Services; Demobilisation;
 - (h) Vehicles;
 - (i) Recruitment Services (relative to a deployment activity);
 - (j) Procurement (relative to a deployment activity) and
 - (k) Deployee training and briefings.

- 2.15 Most services are tasked directly by AusAID, although this has evolved, with some Australian Government Organisations required to manage Services Order contracts with the current contractor directly for some AusAID and non-AusAID funded activities.

Note to Tenderers: AusAID is replacing the current regional Deployee Services in the Asia-Pacific Period Offer with specific country Period Offers. Through this RFT, AusAID will establish a Period Offer arrangement for PNG. This Period Offer will be available for use by a range of Australian Government Organisations.

- 2.16 There are currently a total of sixty-five (65) AusAID funded Long-Term Deployees (46 SGP; 8 SNP; 11 Sectoral Advisers), plus fifty (50) Short Term Deployees to PNG or Australia per year, who are supported under the existing Period Offer. The overall number of long term deployments is expected to decline over the next few years in parallel with a moderate increase in short term deployments, as a result of the recent review of technical advisory positions in PNG.
- 2.17 It is estimated that the potential number of Deployees receiving support could commence at around seventy (70) Long-Term personnel (and their Dependants) and fifty (50) Short-Term personnel per financial year. Short-Term Deployees are not entitled to be accompanied by their Dependants.
- 2.18 All Australian Public Service (APS) Deployees in PNG are currently subject to similar terms and conditions as AusAID Long-Term A-based Officers. Some variation in entitlements does exist between the Deployees of Australian Government Organisations. Sectoral Advisers have varying terms and conditions based on their contract. Those terms and conditions depend on whether AusAID's Adviser Remuneration Framework (ARF) applies. The Contractor must understand and manage these differences in the delivery of the Services, in accordance with relevant policies and guidance provided by AusAID.
- 2.19 Similarly, over time the recommendations of the Review of Terms and Conditions of Employment for Australian Officials Deployed as Advisers under the Australian Aid Program, announced by the Minister for Foreign Affairs on 6 March 2011 will also need to be incorporated into the delivery of the Services under this Contract. AusAID will update DSSPNG on relevant terms and conditions policies and determinations when necessary.

3. OBJECTIVE

- 3.1 The objective of the DSSPNG is to provide cost effective support services to agreed standards:
- (a) for Deployees to PNG and their Dependants to enable the Deployees to work effectively and reside safely and comfortably in PNG; and
 - (b) for Deployees from the Government of PNG to Australia, to enable the Deployees to work effectively and reside safely and comfortably in Australia.

PART B – DSSPNG MANAGEMENT ARRANGEMENTS & PHASING

This Part B sets out the management arrangements, the phasing of the Services and the process for engaging the Contractor to perform the Services.

4. MANAGEMENT ARRANGEMENTS

- 4.1 The Contractor, AusAID, other Australian Government Organisations, all Deployees and their Dependants, and Home and Host Agencies (Australian and PNG) are the key stakeholders in the management of this Contract.

AusAID

- 4.2 AusAID will appoint a staff member based in Port Moresby as its Contract Manager (the ‘Manager’) acting as the first point of contact for contractual matters, including approval for the Contractor to support services requested by other Australian Government Organisations.
- 4.3 The **DSSPNG Contract** Manager will;
- (a) issue and manage Services Order 1 (SGP) and Services Order 2 (SNP) advise the Contractor, via a Services Order, of the arrival of new Deployees and their required support services;
 - (b) liaise with Deployees as part of monitoring the delivery of DSSPNG services and support to inform the performance assessment of the Contractor and any other evaluation reports;
 - (c) monitor the budget and expenditure as part of ensuring a value for money approach to the Deployee Support;
 - (d) regularly monitor the DSSPNG Portal to ensure that the relevant management information and data are available and up to date;
 - (e) initiate and receive the Mid-Year and Annual Contractor Performance Reviews and any external Audits as required, and recommendations; and
 - (f) liaise with a wide group of stakeholders within and external to AusAID.

- 4.4 The **AusAID Facilities Manager** based in Port Moresby will:

- (a) manage Services Order 4 (Property Management Services) and will be the contact person in relation to the management of accommodation services for Luman Soho and Chester Street apartments;

- (b) receive reports and performance management information in relation to Services Order 4;
- (c) liaise with A-based staff as part of the monitoring role and delivery of DSSPNG-AMS and carries out performance assessment discussion/reporting of the Contractor and any other evaluation reports; and
- (d) undertake tasks (a) – (c) above in consultation/liaison with the DSSPNG Contract Manager. The DSSPNG Contract Manager will coordinate the overall Contractor Performance Assessment and reporting back to AusAID.

Contractor

- 4.5 Day to day responsibility for managing the Services, and effective stakeholder relationships under this Contract will be vested in the Contractor. The Services will be managed in accordance with the Minimum Services Standards attached as **Annex A to Part 4**.
- 4.6 The Contractor will ensure that the duties of Specified Personnel are conducted in accordance with Position Descriptions attached as **Annex B to Part 4**.
- 4.7 The Contractor will provide the Contract Manager with an electronic copy of each Services Order issued for any Twinning arrangements and other Australian Government Organisations.
- 4.8 The Contractor will communicate directly with the Contract Manager on contract management and implementation issues. The DSSPNG may be subject to annual audits by an independent auditor.

Australian Government Organisations other than AusAID

- 4.9 AGOs other than AusAID may sometimes engage Deployee Support Services directly under the Period Offer Deed. Direct engagement of Services by the AGO would occur when AusAID determines that this is the most efficient approach to managing a Services Order; or when the AGO's deployments are not already supported by an existing Deployee Support Services Order. This would involve AGOs issuing Deployee Support Services Orders to the Contractor. Each Services Order would specify the Services required and provide details regarding the number of Deployees, the duration of their deployment and their deployment location. The Contractor must report directly to that AGO in relation to the Services Order. AusAID will not be responsible for financial or operational matters in relation to Services Orders issued by other AGOs. However, the AusAID Contract Manager will receive updates on all Services Orders via the MIS, Quarterly Financial Reports and Performance Reports.

Deployees and Dependants

- 4.10 As the recipients of Services under this Period Offer Deed (Deed), Deployees and their Dependants are key stakeholders. Deployees will interact with both AusAID and the Contractor via phone, the Web Portal and face-to-face.
- 4.11 Deployees will be a key source of information for AusAID when assessing the Contractor's performance. Deployees may be requested to participate in AusAID's Quarterly Performance Assessments through the Web Portal. The Assessments will be made against the Minimum Service Standards by the Contract Manager.
- 4.12 The Home Agencies and Host Organisations (where not an issuing agency of a Service Order) are stakeholders to the extent they employ or host a Deployee. AusAID will provide general oversight of the Contractor on behalf of Home Agencies and Host Organisations.

5. PHASING OF THE SERVICES

- 5.1 The DSSPNG has the following phases:
- (a) **Transition Phase** – the Transition Phase will be from **1 April 2012 to 30 April 2012**. During this Phase, the delivery of the Core Management Services and other Services will be transitioned from the existing contractor to the Contractor in accordance with the Transition Plan (see **Clause 6.2** and **6.3** below).
 - (b) **DSSPNG Phase 1** – operations from the end of the Transition Phase until **31 March 2013**. The Contractor will be fully operational during this Phase;
 - (c) **Phase 1 Completion** – operations from **1 April** to **30 June 2013**. During this period, AusAID will decide whether to exercise the option to extend the Contract. This Phase may be the completion of the Contract.
 - (d) **DSSPNG Phase 2** – operations (extension period), if required by AusAID, from **1 July 2013** until **31 March 2015**; and
 - (e) **Phase 2 Completion** – the last three months (**1 April 2015** to **30 June 2015**) of the Contract, if the option to extend is exercised.
 - (f) **DSSPNG Phase 3** – operations (extension period), if required by AusAID, from **1 July 2015** until **31 March 2016**; and
 - (g) **Phase 3 Completion** – the last three months (**1 April 2016** to **30 June 2016**) of the Contract.

The Transition Phase from Deployee Services Unit (DSU) to DSSPNG

- 5.2 The existing Deployee Support Services are provided through the Period Offer ‘Deployee Services in the Asia-Pacific Regions’. After the signing of the DSSPNG Period Offer Deed, these services will progressively transition from the DSU to the DSSPNG, carried out over a one (1)-month period. The Contractor will progressively take responsibility for providing Deployee support from DSU in a way that does not create problems for stakeholders, especially those Deployees (and their Dependants) being supported.
- 5.3 It is expected that existing assets and other physical resources allocated through the Deployee support function within DSU will be reviewed at the time of the Contract transition, with a view to minimising any duplication in the procurement of DSSPNG equipment, especially for vehicles currently in use. The DSU will provide an Asset Register with details of existing equipment and assets to the DSSPNG, including its location and condition as part of the handover process. This information and asset summary will also be agreed to by AusAID, enabling an assessment of what existing equipment and other physical resources may be suitable for transfer and use in DSSPNG.

The Transition Phase Deployee Services Unit (DSU) to DSSPNG-PMS

- 5.4 The existing Property Management Services (PMS) are provided under a Period Offer Deed ‘Deployee Services in the Pacific and Asia Regions’. After the signing of the DSSPNG Period Offer Deed, the PMS will progressively transition to the DSSPNG-AMS, carried out over a one (1) month period. The Contractor will progressively take responsibility for providing Accommodation Manager Services (AMS) from PMS in a way that does not impact stakeholders adversely, especially those A-based staff (and their Dependants) being accommodated.

Completion Phase (and Phase 1 Completion Phase if necessary)

- 5.5 The Contractor shall take action to wind up the Contract and activate the approved Handover Plan in accordance with directions provided by AusAID.

6. TASKING OF THE CONTRACTOR

- 6.1 The Deployee Support Services delivered under the Contract will be requested under Services Orders. Services Orders will be issued in the form of templates as follows:
- (a) **Annex D1** for AusAID Deployee Support Services for the Strongim Gavman Program (SGP);
 - (b) **Annex D2** for AusAID Deployee Support Services for AusAID co-located Sub-National Program (SNP) staff;
 - (c) **Annex D3** for Twinning Deployee Support Services to Papua New Guinea and Australia AND other Deployee Support Services.

(d) **Annex D4 for Property Management Services for Papua New Guinea.**

- 6.2 AusAID and other Australian Government Organisations will initially issue Services Orders to the Contractor to provide Deployee Support Services to individual Deployees (and Dependents) or groups of Deployees (and their Dependents). These Services Orders will specify the Services required and provide details regarding the number of Deployees, the duration of their deployment and their deployment location. Tasking Notes may be issued under these Services Orders for each new deployment activity.
- 6.3 If an AGO other than AusAID has issued a Services Order to the Contractor, the Contractor must report directly to that AGO in relation to the Services Order. AusAID will not be responsible for financial or operational matters in relation to Services Orders issued by other AGOs. However, AusAID must be notified of this arrangement by sending an electronic copy of the Services Order to the Contract Manager.

PART C – CORE MANAGEMENT SERVICES

This Part C sets out the Core Management Services which the Contractor must provide. AusAID under Service Order 1, Service Order 2, and Services Order 4 of the Period Offer Deed.

7. CORE MANAGEMENT SERVICES

7.1 Core Management services to be provided by the Contractor will include:

- (a) Facility Management and responsibilities for relationships with stakeholders;
- (b) Management of Transition Phase;
- (c) Fixed Personnel and Associated Inputs - Staffing;
- (d) DSSPNG Office Operations;
- (e) Communications and Information Management;
- (f) Security Management;
- (g) Procurement Management;
- (h) Vehicle and other Asset Management;
- (i) Property Management;
- (j) Financial Management and Audit;
- (k) Performance Management;
- (l) Reporting, Plans, Manuals and Strategies Management; and
- (m) Telecommunications Management.

8. CONTRACTOR FIXED PERSONNEL AND ASSOCIATED INPUTS – STAFFING

- 8.1 The Contractor shall recruit and contract, deploy, accommodate, secure, manage and support, for the life of this Contract, the services of Specified Personnel, as detailed in this **Clause 9** and the Terms of Reference at **Annex B** to **Part 4** (Scope of Services), to meet the objective of the DSSPNG.
- 8.2 The Contractor shall recruit, contract, manage and monitor the services of administrative staff to cover the administrative, logistical and financial operational requirements of the DSSPNG.

- 8.3 The Contractor must ensure that the Specified Personnel perform their designated roles as outlined in the Position Descriptions at **Annex B** to this **Part 4**.
- 8.4 The Contractor must ensure the presence of both the Specified Personnel in Port Moresby. Each of these positions is central to the effective delivery of the Services, as they provide specialist skills and responsibilities that are central to maintaining quality standards and a secured environment.
- 8.5 The Contractor must ensure that when either Specified Personnel is away from Port Moresby (or the DSSPNG) there is a clear plan on how that person will be replaced and how their technical skills and understanding will be replicated by their temporary replacement.
- 8.6 If either Specified Personnel is away from the DSSPNG for more than five (5) working days, the Contractor must ensure that he or she is replaced by a person with similar skills and capacity. The Contractor must ensure that the effective performance of the Services is not diminished in any way by the absence of the Specified Personnel.
- 8.7 In addition to the Specified Personnel, the Contractor must recruit other long and short term personnel as required to provide the Services. The Contractor must aim to maximise the recruitment of appropriate Papua New Guinean personnel, and must source local specialist services and staff to support Deployees, ensuring a reasonable benefit can accrue to local firms while still ensuring value for money. Where possible, the Contractor must aim to have a gender balance in the sourcing of personnel.

9. DSSPNG OFFICE OPERATIONS

- 9.1 The Contractor must establish and maintain a fully operational, appropriately furnished, full-time office in Port Moresby.
- 9.2 The office must provide a safe, secure working environment that is easily accessible to Deployees. Arrangements for emergency power and water (during any blackouts) as well as other supportive facilities must be in place so that staff and visitors are able to continue to function effectively.
- 9.3 The office must have access for people with disability and be planned in a way that offers a secure, welcoming environment.
- 9.4 The office must be set up to incorporate appropriate levels and quality of communication, IT, the network and MIS, as well as other equipment to facilitate the effective management and secure storage of records, electronic and paper data storage, contracts, as well as special measures for holding confidential information.

10. WEB PORTAL AND MANAGEMENT INFORMATION SYSTEMS

Web Portal

- 10.1 The Contractor must provide an internet based 'Deployee Support Services Web Portal' which:
- (a) enables Deployees and their Dependants to report logistics/property issues and repair and maintenance needs;
 - (b) provides up-to-date information to Deployees and their Dependants on a range of issues;
 - (c) integrates with existing registers, (i.e. the vehicle fleet register) as well as accommodation and security databases;
 - (d) logs all requests into the Web Portal on the date of the request, even if the Contractor receives a service request through means other than the Web Portal; and
 - (e) briefly summarises each request, the date of the Contractor's receipt of the request, status of the response to the request, the date on which a sub-contractor was engaged to action the request (if applicable), reasons for any delays in actioning a request, the resolution of the request and the date on which the response to the request was completed.
- 10.2 Through the Web Portal, the Contractor must also provide up-to-date information to Deployees and their Dependants including:
- (a) key contacts, emergency procedures and bulletins;
 - (b) information regarding the communication options in PNG including links to local mobile and internet service providers and their cost;
 - (c) information relating to any increased health risks (including increased incidences of malaria or any other disease outbreaks); and
 - (d) any other information as reasonably requested by AusAID from time to time.
- 10.3 The Web Portal and supporting web pages/databases must provide restricted access for Deployees and their Dependants and nominated AusAID and AGOs to log on and view current information, track service requests and obtain briefing material, guidelines and policies.

Online Employee Location Register

- 10.4 The Contractor must develop and manage an on-line register indicating the location of Deployees who are travelling away from their principal place of deployment on either work or personal travel.

Security Updates to Deployees

- 10.5 The Contractor must provide, at the direction of the AusAID RSM-SP and/or **DFAT Security**, email and SMS security updates to all Deployees and their Dependants as well as immediately updating the Web Portal with information regarding any security incidents or changes in the security environment
- 10.6 The Contractor must ensure that the Web Portal contains current security awareness issues (including any incidents or increased levels of security concern).

Management Information System

- 10.7 Within the Web Portal, the Contractor must establish an MIS to capture information on the Contractor's performance against the Minimum Service Standards.
- 10.8 The MIS will record broad information on Services (including, but not limited to, leases, vehicles and expenditure) as well as responses to individual service requests, from the time the initial request for support is received, through to its completion and then sign off.
- 10.9 The MIS and operating system must be linked to the Web Portal to enable the activity management and operational data on all service requests and financial expenditures etc to be viewed by nominated AusAID officers through a password protected "read only" file. Access will be restricted to a need-to-know basis specified by the Contract Manager and comply with relevant privacy regulations.
- 10.10 The MIS will have search and reporting functionality which allows users to generate reports which:
- (a) outlines performance against the Minimum Service Standards; and
 - (b) identifies any risks, issues or concerns requiring attention and actions to be taken by the Contractor.
- 10.11 The Contractor must use MIS data to prepare the 3-monthly Contractor Performance Report. AusAID will use the MIS data to assess the Contractor's performance against the Minimum Service Standards and in addition to the AusAID standard contractor performance assessment criteria, as required.
- 10.12 The Contractor must ensure that:

- (a) the MIS, Web Portal and other IT systems are secure, of high capacity and backed up to avoid potential risks or data loss from catastrophic system failure or damage;
- (b) data and information is automatically saved regularly and backed-up in secure locations away from the Contractor's office; and
- (c) all IT and MIS equipment and software is of a high quality; and its staff are trained in the use of the IT system and in the need to continually backup the data and information so that the risks of information loss, or of information tampering or theft, are minimised to the greatest extent possible.

11. PROCUREMENT AND ASSET MANAGEMENT

Procurement

- 11.1 If specified in a Services Order, the Contractor may be required to undertake procurement of goods or services on behalf of AusAID or the AGO which issued the Services Order.
- 11.2 In undertaking procurement of goods and services, the Contractor must:
 - (a) apply the principles of the Commonwealth Procurement Guidelines;
 - (b) document the procurement processes to be followed;
 - (c) document the actual process followed where there is a deviation from the normal processes; and
 - (d) appropriately receipt and register goods.
- 11.3 The Contractor must encourage good business practice when procuring goods and service from local suppliers, supporting their ongoing organisational development and capacity to deliver on time and within budget.
- 11.4 If purchases can make a positive impact on reducing pollution or environmental impact (e.g. through the use of local bio-fuels), the Contractor must take this into consideration in making a selection.

Asset Management

- 11.5 In procuring goods and services, the Contractor must ensure that all assets are tracked and attributed to their funding source (e.g. the respective Australian Government Department Organisation who holds the Services Order). Further:
 - (a) The Contractor must, in accordance with **Clause 1.2 (H) (Annex A)** of the Minimum Services Standards , establish and maintain an Assets Register which will be made available to AusAID within two working days if requested;

- (b) Assets transferred to and/or purchased by the Contractor on behalf of AusAID must only be used for the purposes of the activities under this Contract;
- (c) Any disposal of assets under this Contract by the Contractor must be done at arm's length in an open and transparent process so as to achieve the best financial benefit for the program; and
- (d) Any monies received through the disposal of assets must be credited against future claims by the Contractor, against the relevant Services Order.

12. VEHICLE MANAGEMENT

- 12.1 Vehicles must be managed in accordance with AusAID policies and procedures, as updated from time to time, and the purchase (new vehicles only), sale, registration, maintenance and management of all vehicles will be the responsibility of the Contractor.

13. PROPERTY MANAGEMENT

- 13.1 The contractor must provide the day-to-day management of Deployees' residential accommodation and negotiations in relation to the terms of lease with landlords, of suitable and secure accommodation for Deployees and their dependants. The Contractor must further provide the Property Management services in accordance with the relevant Minimum Services Standards.

14. FINANCIAL MANAGEMENT AND AUDIT

- 14.1 The Contract Manager in Port Moresby has principal responsibility for financial oversight. Sources of information include financial reports prepared by the Contractor as well as an independently audited annual financial report of the DSSPNG activity (if required), as arranged and financed by the Contractor.
- 14.2 The Contractor is to efficiently and effectively manage and account for all funds provided under the Period Offer Deed.
- 14.3 AusAID will conduct an annual administrative audit of the Contractor's performance of its obligations. The audit will confirm that the compliance, reporting and approval systems are in place and functioning in accordance with the specific support requirements of the Deployees, as outlined in the Contract. It will also consider the performance indicators and minimum services standards.
- 14.4 AusAID may initiate an audit by an independent external party at any point during the term of the Contract, with the report prepared by a qualified auditor.

15. PERFORMANCE MANAGEMENT

- 15.1 At the end of each quarterly period, AusAID will conduct an assessment of the Contractor's performance against the Minimum Service Standards. AusAID's assessment will be based

on the Contractor's Performance Report, MIS data, AusAID's own information and information obtained from stakeholders such as AGOs and Deployees. AusAID may also engage external experts to assist with the performance assessment.

- 15.2 The Contractor's performance assessments will be disaggregated against key service components of the Minimum Service Standards, allowing identification of performance levels for the Core Management Services and other Services.
- 15.3 AusAID's Performance Assessment will determine the proportion of the Management Fees withheld in the preceding three (3) month period which will be payable to the Contractor. The relationship between the Performance Assessment and the Management Fees is set out in **Part 5** (Basis of Payment).
- 15.4 If the Contractor's performance in any area is unsatisfactory, the Contractor will be required to give AusAID a brief action plan as to how performance will be improved. This plan must be provided within two (2) weeks of the conclusion of the performance assessment.
- 15.5 If requested by AusAID following a 3-monthly performance assessment, the Contractor must give AusAID a management response to AusAID's assessment of the Contractor's performance which outlines how specific service-level performance can be improved. This response must be provided within two (2) weeks of AusAID's request.
- 15.6 Satisfactory performance (and particularly timeliness and quality) of Services set out in any Services Order may be taken into account in awarding further work under the proposed Deed and in selections for future AusAID work.
- 15.7 AusAID reserves the right to introduce a performance assessment system to this Deed at its discretion in addition to the above Contractor Performance Report.

16. TELECOMMUNICATIONS MANAGEMENT

- 16.1 The Contractor will facilitate the provision of reliable telecommunications (land line in home and mobile) and other services depending on individual terms and conditions (SGP Deployees are currently provided with laptop and internet service). The Contractor will:
 - (a) Monitor the quality of communication service provision and resolve ongoing problems with the service provider.
 - (b) Arrange for a weekly courier run from Port Moresby to a suitable Australian capital city (using a dedicated PO Box) and return to the Contractor's office in Port Moresby, to enable items of personal mail of up to 1kg in weight and non-accumulative per shipment to be delivered and received safely by the Deployee and their Dependents through a secure system and on a regular basis; and

- (c) Ensure Deployees are responsible for meeting the costs for private internet, phone, and mobile use.

17. REPORTING, PLANS, MANUALS AND STRATEGIES

Note to Tenderers: Tenderers are to provide a draft Transition/Mobilisation Plan as an attachment to their Technical Proposal.

PLANS

Transition/Mobilisation Plan

- 17.1 Within two (2) weeks after the date of execution of the Services Order 1, Services Order 2, and **Services Order 4** the Contractor must finalise a Transition/Mobilisation Plan and submit it to AusAID for approval.

The Transition/Mobilisation Plan must:

- (a) outline the arrangements to ensure a seamless transition from the existing contractor and continuation of support to Deployees and;
- (b) indicate how to utilise existing local staff, vehicles and other resources;
- (c) explain how the Contractor will assume the management, support and monitoring of approximately fifty-five (55) residences in Port Moresby and regional locations that are currently leased by AusAID, in order to continue to accommodate the existing Deployees and their families;
- (d) explain how the Contractor will assume the management, support and monitoring of approximately twelve (12) residences in Port Moresby (Luman Soho and Chester Street apartments) that are currently leased by AusAID, in order to continue to accommodate the existing AusAID A-based staff and their families.
- (e) identify how the security services currently in place for Deployee accommodation will be maintained and managed during the Transition Phase;
- (f) identify how the health and safety of Deployees and their dependants (including occupational health and safety for Deployees) will be maintained and managed during the Transition Phase;
- (g) outline how the management of assets (such as house lots of furniture, vehicles and security assets) will be transferred from the existing contractor, including assuming control of the asset register; and

- (h) outline the proposed approach for the handover of databases existing records, base-line data and the management / operational databases, and how the IT and MIS systems will be developed to meet the Minimum Service Standards.

Budget Estimate and Work Plan

- 17.2 Within one (1) month of contract commencement, the Contractor must provide a Work Plan and Budget Estimate for the three (3) months of year one (1) and twelve (12) months of year (2) two for AusAID approval.

Note to Tenderers: Tenderers are to provide a draft Risk Management Plan as an attachment to their Technical Proposal

Risk Management Plan

- 17.3 Within one (1) month of contract commencement, the Contractor must develop a Risk Management Plan that covers all of the management, operational and security risks associated with the DSSPNG Services.
- 17.4 The Risk Management Plan must be finalised by the Contractor within two (2) weeks of joint discussions with AusAID and subsequent contract negotiations, in order to capture the key risks and mitigation strategies.
- 17.5 The Risk Management Plan must be updated regularly to reflect the operating context and changing circumstances in PNG.
- 17.6 A copy of the draft DSSPNG Risk Matrix is attached as **Annex E** to this **Schedule 1** and can be used to assist Tenderers in their development of a Risk Management Plan and the responses to those risks.

Accommodation Management Plan

- 17.7 Within three (3) months of contract commencement, the Contractor must develop and manage an accommodation management plan that outlines the size, suitability and quality of the available properties and the management of maintenance. This shall be in accordance with the AusAID Overseas Residential Accommodation Standards Policy.
- 17.8 In consultation with the PNG Government Agency , Home Agencies and AusAID, the Contractor may be required to conduct assessments of PNG Government Agency workplaces and purchase furniture, fittings and other refurbishments or equipment where required to ensure the Australian Government Official is able to operate safely in the provided workplace environment.
- 17.9 The Contractor, through the DSSPNG Technical Manager must provide AusAID with access to the maintenance schedule for each property, including landlord requests every six

(6) months, as well as updating the Web Portal with information regarding any maintenance issues.

- 17.10 The Contractor, through the DSSPNG Technical Manager must provide, AusAID with access to the Hazardous Material Survey and Management Plan (HMSMP) and Register for each property, every twelve (12) months, as well as updating the Web Portal with information regarding any HMSMP issues.

17.11 The existing DSU manages accommodation of approximately fifty-five (55) properties for the use of certain groups of Deployees in PNG and twelve (12) properties for AusAID A-based staff at Luman Soho and Chester Street apartments in Port Moresby.

Fleet Management Plan

- 17.12 Within three (3) months of contract commencement, the Contractor must develop and manage a Fleet Management Plan that outlines the size, suitability and quality of available vehicles and the management of procurement (including leasing), use and disposal of vehicles. This shall be in accordance with AusAID Policy.
- 17.13 The existing DSU has a fleet of approximately eighty-five vehicles for the use of certain groups of Deployees in PNG. It is anticipated that the fleet size may be reduced, subject to changes in terms and conditions. The fleet should meet vehicle requirements under the Services Orders whilst providing value for money.

MANUALS

Operating Procedures Manual

- 17.14 The Contractor must prepare and submit to AusAID within three (3) months after the date of execution of the Services Order for the Core Management Services, an Operating Procedures Manual. The Operating Procedures Manual must outline:
- (a) **Roles and Responsibilities of all staff:** including reporting paths; position descriptions; performance management; information on entitlements (e.g. National Provident Fund (NPF)); working conditions and DSSPNG expectations of staff;
 - (b) **Service Delivery Procedures:** detailing how different Services will be provided and those individuals responsible for outcomes;
 - (c) **Communication Procedures:** identifying the correct communications channels as they relate to each element of the Services;
 - (d) **Electronic Manual for the Deployee Support Services Web Portal:** detailing how the Web Portal works and how the reports are produced from the database, including a series of “screen dumps” that clearly show how the Portal works and how to change or add information;

- (e) **Financial Procedures:** covering all budgets, expenditure and the required financial reporting, including measures to be used to combat fraud and the information required for the annual external audit;
- (f) **Security and OH&S Plan:** covering the health, security and wellbeing of staff, including emergency procedures and the critical processes to be followed, including the emergency telephone contacts and gaining access to the relevant institutions; and
- (g) **Procurement Policy:** a policy for conducting procurement including how best to maximise local opportunities for the suppliers of goods and services.

17.15 The Contractor must ensure that the Operating Procedures Manual is updated as appropriate.

REPORTING

Contractor Performance Report

17.16 Within two (2) weeks of the end of each quarterly period commencing on the date of execution (or other date if specified) of the Services Order, the Contractor must give AusAID a Performance Report on the Contractor's performance of the Services.

The Performance Report must:

- (a) Report on the Contractors performance for the previous three-months, against the Minimum Service Standards. This shall include issues raised by the Deployees and Contract Manager, and steps/actions taken to resolve this;
- (b) Present data from the MIS database to support reports against the Minimum Service Standards;
- (c) Any recommendations for AusAID or AGO consideration, and suggestions to improve the Minimum Service Standards and MIS for the next reporting period.

Management, Administration and Monitoring Reports

17.17 The Contractor must provide Management, Administration and Monitoring Reports within two (2) weeks of each quarterly period during the term of the Services Order. The Reports must include:

- (a) a summary of Deployees mobilised and demobilised during the period;
- (b) a summary of procurements during the period (if any);
- (c) a budget for the subsequent (current) three month period

- (d) actual expenditure during the previous period against each Deployee service in the Services Order; and
- (e) a list of sub-contracts and leases entered into during the period.

Financial Reports

- 17.18 Within two (2) weeks of each quarterly period during the term of each Services Order, the Contractor must provide Quarterly Financial Reports. These Reports should include:
- (a) total historical expenditure under the Services Order;
 - (b) anticipated expenditure for the next quarterly period; and
 - (c) the Contractor may be requested to provide Periodic Financial Reports.

Completion Report (including a Handover Plan) –

- 17.19 The requirement for the Completion Report will be confirmed separately in writing. If the Period Offer Deed is extended, then it is unlikely to be required under Services Order 1 (SGP), Services Order 2 (SNP) and Services Order 4 (PMS).

Exception Reports:

- 17.20 The Contractor will also provide Exception Reports in relation to any issue that may arise that warrants formal reporting beyond any of the stated reporting requirements, and meet any other reporting requirements as may be required by AusAID at any time.
- 17.21 All reports must:
- (a) be provided in accordance with the specification under Standard Conditions clause headed **Reports**;
 - (b) be accurate and not misleading in any respect;
 - (c) be prepared as directed by AusAID;
 - (d) be provided in the format and on the media approved or requested by AusAID;
 - (e) not incorporate either the AusAID or the Contractor's logo;
 - (f) be provided at the time specified in this Services Order; and
 - (g) incorporate sufficient information which allows AusAID to monitor and assess the success of the Services in achieving the objectives of AusAID's policy framework.

STRATEGIES

Fraud Control Strategy

- 17.22 Within one (1) month of the Contract Start Date, the Contractor must prepare a Fraud Risk Assessment and zero tolerance Fraud Control Strategy. The Fraud Risk Assessment and Fraud Control Strategy must contain appropriate fraud prevention, detection, investigation and reporting processes and procedures that comply with the Commonwealth Fraud Control Guidelines.
- 17.23 The Contractor is responsible for preventing and detecting fraud including fraud within those functions outsourced / performed by a sub-contractor or under any other arrangement established by the Contractor relating to the management or administration of the Project. The Contractor must ensure that Contractor Personnel are responsible and accountable to the Contractor for preventing and reporting any fraud as part of their routine responsibilities.

PART D – DEPLOYEE SUPPORT SERVICES

This Part D sets out the Deployee Support Services to be delivered by the Contractor as specified in a Services Order issued by AusAID or another AGO.

18. TYPES OF DEPLOYMENTS

- 18.1 The Contractor must provide the Services (as specified in a Services Order) to support the following types of deployments:

Deployments into Papua New Guinea

- (a) Australian Government Officials and their Dependants deployed to the capital city and/or provincial areas of Papua New Guinea for varying periods of time;
- (b) Australian Government Officials and selected Consultants for short notice (within 48 hours) emergency deployments to capital city and provincial areas of Papua New Guinea; and
- (c) In limited circumstances, Non-Government Officials deployed to Papua New Guinea for varying periods of time.

Deployments from Papua New Guinea into Australia

- (a) Papua New Guinea Government Officials and their Dependants deployed to Canberra or other capital cities in Australia for varying periods of time.

19. DEPLOYEE SUPPORT SERVICES

- 19.1 The Contractor must provide the following Services specified in a Services Order:

- (a) **Pre-deployment Activities:** performed prior to the arrival of a Deployee in-country, but based on a deployment event;
- (b) **Mobilisation:** Activities associated with the relocation of a Deployee from their home country to the country of deployment;
- (c) **Deployment:** The period of the deployment event when the Deployee is working towards their deployment objectives and is typically settled in their long term accommodation;
- (d) **Demobilisation:** Activities associated with the relocation of a Deployee from the country of deployment to their home country; and
- (e) **Post-deployment:** Activities performed post departure from in-country, associated with a deployment event.

19.2 The Contractor may be required to provide the following types of Services (if specified in a Services Order):

- (a) **Security and Occupational Health and Safety (OH&S):** including specified security services and assessment/required mitigation of OH&S conditions;
- (b) **Preparation and Mobilisation:** including organising visas, transport of personal effects, insurance, providing a pre-deployment briefing and training program, in-country briefing, training and assistance;
- (c) **Residential Accommodation:** provision of residential accommodation that facilitates the Deployees' achievement of their deployment objectives with due consideration to issues of safety and security, amenity and locality;
- (d) **Work Related Travel:** organising transportation and accommodation for domestic and international work-related travel;
- (e) **Support for managing Deployee Operational Budgets:** assisting those Deployees who are provided with an operational budget (SGP) to manage their responsibilities for utilising that budget in consultation with AusAID;
- (f) **Communications:** including providing radio, mobile/satellite phone, landline, mail services, internet connection and email;
- (g) **Health:** provision of general information on health risks and services;
- (h) **Insurance:** where Deployees are not already insured through an existing insurance Policy;
- (i) **Work Related Assets and Vehicles for Deployees:** provision of assets and vehicles primarily for work-related purposes, appropriate disposal of assets at end-of-life;

- (j) **Demobilisation:** including transport of personal effects, short-term accommodation, transport, and insurance;
- (k) **Procurement:** including the procurement of goods or services on behalf of AusAID or other AGO within the scope of a deployment activity;
- (l) **Recruitment:** to include the provision of logistical support to facilitate, as directed, the recruitment of Australian Government and non-Australian Government Officials;
- (m) **Pastoral Care:** access to pastoral support or counselling services as reasonably required by Deployees and their Dependants, in accordance with AusAID and Home Agency Terms and Conditions; and
- (n) Other **Ad Hoc Services** as agreed and approved by AusAID in writing and included in the Scope of this Contract.

Security Services for Deployees and their Dependants

- 19.3 The DFAT Travel Advisory for PNG currently advises Australian citizens to *exercise a high degree of caution due to high levels of violent crime*. The security and wellbeing of the Deployees and their families is of central importance to the services and requires the Contractor to remain vigilant and responsive to any changing circumstances.
- 19.4 The AusAID Regional Security Manager – South Pacific (RSM-SP) provides security management and support to ‘unattached staff’ in PNG. ‘Unattached staff’ refers to personnel deployed under AusAID programs whose place of employment is outside of Australian Embassies or High Commissions.
- 19.5 The Contractor must support the RSM-SP in his/her duties by implementing security measures (as specified in Services Orders or Tasking Notes).
- 19.6 The Contractor’s duties may include:
 - (a) Receiving and processing security Services Orders to implement security measures;
 - (b) Liaising with a range of contractors to obtain cost estimates;
 - (c) Advising RSM-SP regarding changes in Deployees’ situations; and
 - (d) Identifying suitable office and residential accommodation in conjunction with AusAID property personnel and inform RSM-SP in order for security assessments to be conducted.
- 19.7 Arranging for the provision of security guard services including but not limited to:
 - (a) 24/7 security guard force located at all residential compounds with an integrated rapid response capability via a monitored operations control room;

- (b) 24/7 monitored radio communications network;
- (c) Supply of hand held and vehicle two way radios;
- (d) Capability to provide security escort services when requested;
- (e) Provide technical assistance as required with monitored residential alarms and vehicle GPS installation/monitoring linked to the 24/7 operations room; and
- (f) Remaining vigilant and responsive to any changing circumstances.

Deployee Accommodation Services

- 19.8 AusAID is the leaseholder for Deployees' residential accommodation in all PNG programs. The Contractor is to provide business and residential property support to meet the operational needs of AusAID and SGP overseas staff, while managing the accommodation portfolio with optimum economic benefit to AusAID.
- 19.9 The Contractor must execute all tasks specified in a Services Order which may include market testing, identification of suitable properties, engagement of legal services for the preparation and review of leases, negotiations on behalf of AusAID of suitable leases, arranging for the execution of the lease by AusAID's delegate and managing the lease once it is in place. The AusAID Standard Lease is to be used.
- 19.10 The Contractor will use the AusAID Overseas Residential Accommodation Standards Policy as a basis for advice.
- 19.11 The Contractor must identify suitable residential accommodation in PNG with due consideration of the AusAID Overseas Residential Accommodation Standards Policy. The Contractor will support AusAID by leasing of appropriate residential accommodation based on safety and security, amenity, locality in relation to schools and shops, and value for money. Where practicable, the proposed residential accommodation will meet Australian Standards and comply with the Building Code of Australia and occupational health and safety legislation, regardless of local laws.
- 19.12 The Contractor must identify properties which include an appropriate mix of accommodation to suit different family compositions and to suit the long term property management objectives of AusAID. AusAID is striving for a long term portfolio of properties to accommodate different family compositions in order to prevent the costly turnover of housing.
- 19.13 The Contractor will also be responsible for ongoing property maintenance and repair of the accommodation. The Contractor must attempt to have any required maintenance or repairs carried out at the property owner's expense, in accordance with the conditions of the lease. As a last resort, the Contractor may, with AusAID's written approval, arrange for repairs to

be carried out in order to maintain safe, secure and healthy accommodation for the Deployee and their Dependants.

- 19.14 In consultation with the PNG Government Agency, Home Agencies and AusAID, the Contractor may be required to conduct assessments of PNG Government Agency workplaces and purchase furniture, fittings and other refurbishments or equipment where required to ensure the Australian Government Official is able to operate safely in the provided workplace environment.

Deployee Travel Services

- 19.15 Australian Government Officials are provided with leave fares to Australia during their posting. In relation to these fares, the Contractor may be required to:
- (a) Arrange travel upon receipt of authorised travel request and collect documentation for travel acquittals; and
 - (b) Maintain a register of Commonwealth funded leave travel taken against the individual entitlements.

Deployee Operational Budgets

- 19.16 Some SGP Deployees may be provided with a notional annual allocation of funds (“Operational Budget”) to facilitate work-related travel and minor expenditure (i.e. purchase of office supplies, facilitation of workshops and training sessions).
- 19.17 If specified in a Services Order, the Contractor must:
- (a) facilitate expenditure using the Operational Budget in accordance with AusAID Policy and any guidance issued by the relevant Deployee;
 - (b) provide appropriate budget support, financial information (including actual expenditure) and other assistance to allow Deployees to manage their annual Operational Budget allocations; and
 - (c) develop and manage an on-line register for maintaining knowledge of the location of Deployees who are travelling away from their principal place of residence on work or personal leave.

Deployee Communication Services

- 19.18 Dependants/Home: The Contractor must support the Deployee and their Dependants in maintaining communication with their families (in Australia) as well as strengthening their capacity to respond quickly to security or health concerns. This does not apply to PNG officials deployed to Australia, unless otherwise specified in a Services Order.

Deployee Health Services

- 19.19 All AGO Deployees and their Dependants have access to Australian funded medical services (via the High Commission Medical Centre), located within the Port Moresby High Commission, on a user pays basis. AusAID will notify the High Commission Medical Centre of all new Deployees and Dependants on a periodic basis.
- 19.20 For Non-AGO officials, the Contractor shall provide information on the various reliable and private medical services providers, their fees, locations and contact numbers.
- 19.21 To provide general information on health risks and services, the Contractor must:
- (a) provide an on-arrival briefing for all Deployees and their Dependants that includes the range of health issues in Papua New Guinea, the accepted way to counter the risks and the resources available to the Deployees and their Dependants; and
 - (b) provide information about accessing support in a health or other personal emergency. This includes emergency numbers, the various contacts, providing information about emergency evacuation processes that would be made available if necessary and any required payment procedures.

Deployee Insurance

- 19.22 The Contractor may be required to provide medical and other insurance for all PNG and Australian Deployees where they are not already insured through an existing insurance policy (e.g. ComCover). Deployees should have insurance coverage for access to high level medical and aeromedical evacuation and security evacuation services in line with the most current security information from the Department of Foreign Affairs and Trade.

PNG Deployees

- 19.23 The Contractor is expected to be able to provide the same Services to PNG Deployees as is provided to Australian Deployees. However, in practise the Australian Host Organisation usually opts to provide some of the Services directly.
- 19.24 Under the current contract, Services typically required for PNG Deployees are limited to mobilisation and demobilisation Services. This includes briefing and information packs about pastoral issues in Australia, such as accessing support in a health or other personal emergency, shopping and transport options. Briefing materials will include sufficient detail, such as emergency numbers, various contacts and any required payment procedures.
- 19.25 The Contractor is expected to clarify with the tasking Australian Host Organisation which Services will be required, and request additional detail in the Tasking Note if necessary.

Minimum Service Standards

- 19.26 The Contractor must provide all Services under this **PART D** (Deployee Support Services) to the agreed Minimum Service Standards as set out in **Annex A** of **Part 4**.

20. REPORTS

20.1 In relation to each Services Order issued by AusAID or another AGO, the Contractor must provide the reports outlined in **Table 1** to AusAID or the issuing AGO (as applicable).

Table 1: Reports for Deployee Support Services

Clause	Title	Due Date	Contents of Report/ Comment
18.17	Management, Administration and Monitoring Reports	Within two weeks of each quarterly period during the term of the Services Order, or at the end of the Services Order if the period is less than three months.	<p>Summary of Deployees mobilised and demobilised during the period.</p> <p>Summary of procurements during the period (if any).</p> <p>A budget for the next quarterly period.</p> <p>Actual expenditure during the previous period against each Deployee Service in the Services Order.</p> <p>List of sub-contracts and leases entered during the period.</p>
18.18	Financial Reports	Within two weeks of each quarterly period during the term of each Services Order.	<p>Total historical expenditure under each Services Order.</p> <p>Anticipated expenditure for the next quarterly period.</p>
18.16	Contractor Performance Reports	Within two weeks of the end of each quarterly period commencing date of execution.	MIS data shall be used to report against the Minimum Service Standards for the quarterly period.

20.2 All reports must:

- (a) be provided in accordance with the specification under Standard Contract Condition - Reports;
- (b) be accurate and not misleading in any respect;
- (c) allow AusAID to properly assess progress under the Contract;

- (d) be provided in electronic format and emailed to the contact person specified in the Services Order; and
- (e) not incorporate either the logo of AusAID, any other Australian Government Organisation or the Contractor; and be provided at the time specified.

PART E – MINIMUM SERVICE STANDARDS AND CONTRACTOR PERFORMANCE

This Part E sets out information regarding the Minimum Service Standards and assessment of the Contractor's performance against those standards.

21. MINIMUM SERVICE STANDARDS

- 21.1 The Minimum Service Standards for the performance of the Services are set out at **Annex A** to this **Part 4**.
- 21.2 The Contractor's performance of the Services will be assessed by AusAID against the Minimum Service Standards.
- 21.3 The Minimum Service Standards cover the Core Management Services, the Deployee Support Services and all other Services provided under this Deed.
- 21.4 AusAID and the Contractor will review the Minimum Services Standards on an annual basis. Any agreed amendments to the Minimum Service Standards will not require a deed of amendment but must be recorded in writing and signed by authorised representatives of both parties.

22. PERFORMANCE REVIEWS AND ASSESSMENTS

Contractor Performance Review

- 22.1 Representatives of AusAID will conduct quarterly DSSPNG Contractor Performance Reviews, to assess the quarter's activities and agree on any adjustments required to improve operations and outcomes. The Contractor must adapt and improve its operations, approach and systems in response to the Quarterly Performance Assessment outcomes. The benchmark for the review will be the MSS as agreed between the Contractor and AusAID.
- 22.2 The Contractor Performance Assessment will focus on how well the services, standards and response times have progressed over the previous quarter, as well as identifying any constraints or issues (on both parties) that need to be resolved or improved. Following receipt of the Performance Review outcomes, the Contractor must provide a short report to the nominated AusAID representative in Port Moresby on how specific DSSPNG operations service-level performance can be further improved.
- 22.3 Based on the Contractor's Performance Report, MIS data and AusAID's own information from consultation with stakeholders, the Contract Manager will assess Contractor Performance against Key Performance Indicators (KPIs). The Contract Manager will provide a rating for each KPI of 'satisfactory', 'unsatisfactory', or 'final assessment pending further explanation or rectification'. If deemed unsatisfactory, a percentage of

the Milestone Payment will be deducted as per **Table 3** of **Annex 1** to **Services Order 1, 2 and 4.**

PART F – ACCOMMODATION MANAGEMENT SERVICES

This Part F sets out the Residential Accommodation Management Services to be delivered by the Contractor as specified in a Services Order issued by AusAID.

23. ACCOMMODATION MANAGEMENT

23.1 The Contractor must provide the Services (as specified in a Services Order) to support the following residential accommodation:

- (a) Luman Soho; and
- (b) Chester Street apartments.

Day-to-day Management

23.2 The Contractor must provide day-to-day management of residential property leases for AusAID A-based staff (hereinafter known as Deployees) and will be the point of contact for all liaisons with occupant's property owners, management, utility suppliers and tradespersons. With regard to AusAID leased properties (currently Chester Street and Luman Soho), the AusAID contact person will be the PNG Facilities Manager who will liaise with the DSSPNG Contract Manager, in the context of the DSSPNG Contract Manager's overall responsibility for the performance Management of the contract.

Insurance

23.3 Establish the extent of Public Liability Insurance a landlord holds for a given property and source Public Liability Insurance where it is not held by a landlord.

Availability

23.4 The Contractor must assess the availability, suitability and value for money of long-term residential accommodation options for Deployees in leased apartments.

Inventory

23.5 The Contractor must prepare an **Inventory with one (1) month of contract commencement** of all items on an apartment by apartment basis including noting the condition of each item.

Quality Control

23.6 The Contractor must implement a **Quality Control System** to ensure that all repairs and maintenance are completed consistent with the Residential Accommodation Standards and, as set out in the Minimum Services Standards, on time and within budget and implemented in a manner that does not prejudice the safety or security of Deployees and/or their dependants, their property or the property of AusAID. The Contractor will

implement a six (6) monthly inspection schedule to manage maintenance issues in a timely way.

Repairs to Accommodation

- 23.7 The Contractor will assess on a case by case basis if other repairs and maintenance should be implemented by the landlord and ensure repairs and maintenance is completed to appropriate standards. Where other necessary repairs and maintenance are not the responsibility of the landlord or where the implementation by the landlord or its agents may prejudice the safety or security of officials, their property or the property of GoA, the Contractor will procure and supervise repairs, maintenance or upgrades.
- 23.8 Where the repairs or upgrades are not the responsibility of the landlord or where the implementation by the landlord or its agents may prejudice the safety or security of Staff, their property or the property of the GoA the Contractor will procure and supervise repairs, maintenance or upgrades;
- 23.9 The Contractor must assess whether any repairs or upgrades are necessary to ensure the accommodation meets appropriate standards (including security) and liaise with the landlord to ensure all necessary repairs and upgrades are implemented on time and within budget and in a manner that does not prejudice the safety or security of Staff, their property or the property of the landlord.
- 23.10 The Contractor will, in consultation with the Facilities Manager, undertake other property management issues, which may be deemed as necessary to ensure that the level of the amenity is maintained; Security and occupational Health and Safety issues are addressed. The Contractor must attempt to have any required maintenance or repairs carried out at the property owner's expense, in accordance with the conditions of the lease. As a last resort, the contractor may, with AusAID's written approval, arrange for repairs to be carried out in order to maintain safe, secure and healthy accommodation for the Staff and their Dependants.

Repairs to Whitegoods

- 23.11 The Contractor will be responsible for arranging all repairs and maintenance to white goods, furniture, fittings and air-conditioning. The Contractor will assess on a case by case basis if other repairs and maintenance should be implemented by the landlord and ensure repairs and maintenance is completed to appropriate standards. Where other necessary repairs and maintenance are not the responsibility of the landlord or where the implementation of repaired items by the landlord or its agents may prejudice the safety or security of Staff, their property or the property of AusAID, the Contractor will procure and supervise repairs maintenance or upgrades.

Emergency Response Services

- 23.12 The Contractor will provide a 24 hours emergency response facility for all residential related matters including internal and external water issues, power outage issues, genset

problems, electric gate problems, sanitation and other matters as advised by AusAID from time to time, but excluding all security related issues. The Contractor must establish a **Duty Roster System** for the acceptance of calls from tenants from where the Contractor will make necessary call outs in order to resolve reported issues related to the properties at Luman Soho and Chester Street.

- 23.13 In exceptional circumstances where the Contractor is required to attend an after hour's emergency call out, security related to such attendance shall be paid as a Reimbursable cost in accordance with **Clause 17** of **Part 5** (Basis of Payment).

Security incidents

- 23.14 In providing the Services, if the Contractor becomes aware of a serious security incident, such as but not limited to break and enter, attempt of vandalism and arson, the Contractor must inform the local authorities (Papua New Guinea Police) immediately.

Accommodation Database

- 23.15 The Contractor must maintain a **Database of Property** obtained for Deployees and will continually monitor the availability of suitable residential accommodation in-country. This will take into account immediate needs, specific needs (e.g. for Deployees with a disability) and longer term requirements.
- 23.16 Allocate accommodation to Staff in accordance with criteria provided by AusAID except in the case of Luman Soho and Chester Street apartments where allocation will be advised by the AusAID Facilities Manager. Should agreement not be reached on property allocation(s), the matter may be referred to the DSSPNG contract Manager;
- 23.17 Where terms and conditions allow for Deployees to find their own accommodation, the Contractor will assist the Staff as specified in the Tasking Note.

24. PROPERTY SERVICES

- 24.1 The Contractor must provide the following Services as specified in Services Order 4 or a Tasking Note:

Pre-Residency: The period prior to the arrival of Deployees.

- 24.2 During the period prior to the arrival of the Deployee the Contractor must:
- (a) ensure that each residence is fully prepared for occupancy (with all white goods, furniture, fitting and air-conditioning in good condition and working order) and has been professionally cleaned prior to Staff moving in;
 - (b) ensure that all utilities are connected including electricity, water, including safe supply of filtered water for each apartment, telephone and an adequate waste disposal system;

- (c) procure and maintain a 'settling-in/out kit' including linen, cooking and eating utensils and basic electrical items including televisions for Staff to use while waiting for their personal effect to arrive;
- (d) ensure that each residence is fully furnished with all white goods, furniture, fittings and air-conditioning, either as part of the lease or purchased separately; and
- (e) ensure that each new occupant is given, and signs off, a 'Residential Undertaking' to which will be attached a 'Condition Report' and will take overall responsibility for 'walk-in' and 'walk-out' requirements. Copies of completed Inventories, Residential Undertaking and condition Reports will be distributed as follows:
 - i) original to be sent to AusAID Canberra;
 - ii) one copy to be left with the Facilities Manager in Port Moresby;
 - iii) one copy to be left with the occupant on site; and
 - iv) one copy to be kept by the Contractor.

Residency: The period of the residency when Deployee is working towards their deployment objectives and is typically settled in their long-term accommodation.

24.3 During the Residency period the Contractor must:

- (a) undertake and be reimbursed for the payment of all rent and utility supplies with the exception of Luman Soho and Chester Street where the AusAID Facilities Manager will certify and pay the rent for Luman Soho and Chester Street apartments; and
- (b) provide day-to-day management of Deployees' residential accommodation and will be the point of contact for all liaisons with property owners, property manager, utility suppliers, tradespersons, and occupants.

Post Residency: The period of the residency post departure from in-country, associated with a deployment event.

24.4 During the Post Residency period the Contractor must:

- (a) upon request from the landlord or the AusAID Facilities Manager, and on written agreement from the DSSPNG Contract Manager, undertake any necessary refurbishments to return the residential accommodation back to its original state (that is, prior to any changes associated with the Minimum Residential Accommodation Standards);
- (b) at the end of the deployment, assess whether any equipment will be returned to the Contractor for issue on another placement or whether it can be handed over to the Facilities Manager subject to approval by the relevant AusAID Delegate; and

- (c) undertake an inspection of the property and furnishing upon the end of a lease. The condition of the property, furniture and fittings will be compared to the signed 'Furniture and Fitting Inspection Report' originally undertaken upon occupancy of the property the 'Furniture and Fittings Inspection Report' must be signed by the outgoing posted officer. Damage incurred to the property, furnishings or fittings above normal wear and tear will be rectified at the cost of the occupying posted officer. The departing posted officer will be required to arrange and pay for end of lease cleaning to meet the requirements in the lease.

25. REPORTING

- 25.1 In relation to Services Order 4 issued by AusAID, the Contractor must provide the reports outline in **Table 1**.

Table 1: Reports for Accommodation Management

Clause	Title	Due Date	Contents of Report/ Comment
18.17	Management, Administration and Monitoring Reports	Within two weeks of each quarterly period during the term of the Services Order, or at the end of the Services Order if the period is less than three months.	<p>Summary of Staff accommodated during the period.</p> <p>Summary of procurements during the period (if any).</p> <p>A budget for the next quarterly period.</p> <p>Actual expenditure during the previous period against each Deployee Service in the Services Order.</p> <p>List of sub-contracts and leases entered during the period</p>
18.20			<p>Exception Reports provided to the Facilities Manager (up to three (3) pages) highlighting:</p> <ul style="list-style-type: none"> long standing (over 3 months with resolution) maintenance issues and steps taken to address the issues; unusual or repetitive repairs

Clause	Title	Due Date	Contents of Report/ Comment
			<p>with value for money recommendations; and</p> <ul style="list-style-type: none"> recommendations for streamlining or improving Staff support.
18.18	Financial Reports	Within two weeks of each quarterly period during the term of each Services Order.	<ul style="list-style-type: none"> Total historical expenditure clearly identifying all payments made for each property compound under each Services Order/Tasking Note to the Facilities Manager. Anticipated expenditure for the next quarterly period.
18.16	Contractor Performance Reports	Within two weeks of the end of each quarterly period commencing date of execution.	MIS data shall be used to report against the Minimum Service Standards for the quarterly period.

25.2 All Reports must:

- (a) be provided in accordance with the specification under Standard Contract Condition - Reports;
- (b) be accurate and not misleading in any respect;
- (c) allow AusAID to properly assess progress under the Contract;
- (d) be provided in electronic format and emailed to the contact person specified in the Services Order; and
- (e) not incorporate either the logo of AusAID, any other Australian Government Organisation or the Contractor; and be provided at the time specified.

ANNEXES:

- A Detailed Services and Minimum Service Standards
- B Specified Personnel – Position Descriptions
- C Risk Management Matrix

ANNEX A: MINIMUM SERVICE STANDARDS

The Minimum Service Standards proposed in the successful Tenderer's tender will become Annex A to Schedule 1, Scope of Services. AusAID may negotiate changes to the standards proposed in the tender.

Phases

Core Management Services	Activities performed on an ongoing basis independent of a deployment event.
Pre-deployment	Activities performed prior to the arrival of a Deployee in-country, but based on a deployment event.
Mobilisation	Activities associated with the relocation of a Deployee from their home country to the country of deployment.
Deployment	The period of the deployment event when the Deployee is working towards their deployment objectives and is typically settled in their long-term accommodation.
Demobilisation	Activities associated with the relocation of a Deployee from the country of deployment to their home country.
Post-deployment	Activities performed post departure from in-country, associated with a deployment event.

Performance Indicator Type

D = Document

S = Survey

R = Review

NB: Represents a type of performance monitoring approach that could be available to monitor the service activity, not a mandated requirement for that monitoring to occur.

NOTE TO TENDERERS: *Asterisk alongside reference numbers in Item column denotes that the Minimum Services Standard applies to both Deployee Support Services and Accommodation Management Services

1. Core Management Services

Item	Service Activity	Delivery Standard	Timing and Updates	Verification	Performance Indicator Type
1.1	Communication and Information Management				
A.	Develop and maintain up-to-date <u>introductory briefing material</u> for all Deployees for presentation on arrival in country covering, but not limited to:	Accurate information pack provided to all new Deployees on arrival. Ongoing quality review and updating of materials incorporating relevant feedback from each new arrival.	30 May 2012.	Arrival Information Pack approved by AusAID. Results of feedback surveys Confirmation of receipt of services recorded on MIS and available on request	D, S, R
	a. radio and communication network and procedures	Well-functioning equipment	Six (6) monthly	Information and Confirmation of receipt of services recorded on MIS and available on request	D
	b. information on country of deployment including	Accurate information pack provided to all new Deployees on arrival	Six (6) monthly	Information and Confirmation of receipt of services	D

				recorded on MIS and available on request	
A. *	c. key contacts for routine and emergency repairs and maintenance, water delivery, generator repair	Accurate information pack provided to all new Deployees on arrival.	Six (6) monthly	Information and Confirmation of receipt of services recorded on MIS and available on request	D
A.	d. access to reliable medical services/counselling services	Accurate information pack provided to all new Deployees on arrival.	Six (6) monthly	Information and Confirmation of receipt of services recorded on MIS and available on request	D
A.	e. education facilities, including enrolment deadlines, fees, and quality of education facility	Accurate information pack provided to all new Deployees on arrival.	Six (6) monthly	Information and Confirmation of receipt of services recorded on MIS and available on request	D
A.	f. recreational and cultural facilities including sporting clubs and gymnasiums, entertainment centres and places of worship	Accurate information pack provided to all new Deployees on arrival.	Six (6) monthly	Information and Confirmation of receipt of services recorded on MIS and available on request	D
A.	g. shopping and amenities	Accurate information pack provided to all new Deployees on arrival	Six (6) monthly	Information and Confirmation of receipt of services recorded on MIS	D

				and available on request	
A.	h. information and training as directed by AusAID or as determined necessary by the Contractor on security, evacuation procedures and OH&S	Accurate information pack provided to all new Deployees on arrival and periodically during their deployment	Six (6) monthly	Information and Confirmation of receipt of services recorded on MIS and available on request	D
A. *	i. where relevant – a copy of the Hazardous Material Survey and Management Plan and Register for properties that have been assessed.	Accurate information pack provided to all new Deployees on arrival	Six (6) monthly	Information and Confirmation of receipt of services recorded on MIS and available on request	D
B.	Provide a Web based 'Deployment Portal' as a source for up-to-date deployment information, including key contacts, emergency procedures and bulletins, as well as a mechanism for Deployees to report logistics issues such as repair and maintenance needs in accordance with Clause 11 of Schedule 1 , Scope of Services. The Web Portal will apply discretionary levels of access on a need-to-know basis.	Deployees are able to utilise the "Development Portal" by July 1 2012. Information on the portal is updated weekly.	1 June 2012.	MIS	D, S, R
C. *	Provide AusAID with read only access to the Portal database with push button reporting on: <ul style="list-style-type: none"> i) deployment statistics ii) status of logistics requests iii) *asset register iv) *accommodation register v) budgets, including: vi) actuals and commitments 	AusAID are able to access statistical reports and financial data via the "Development Portal" by 1 June 2012. Information on the Portal is updated weekly.	1 June 2012.	MIS	D, S, R

	<p>vii) self-audit/audit trail</p> <p>viii) reconciliations for end of financial year reporting</p>				
D.	<p>Provide AusAID and Strongim Gavman Program (SGP) Deployees with accurate and regular financial information and expenditure tracking for management of Operational Budgets. Assist Deployees to cost proposed Operational Budget work plans, and provide guidance on Operational Budget Guidelines.</p> <p>Facilitate Operational Budget procurement and expenditure in line with Operational Budget Guidelines.</p> <p>Liaise with Deployees/ AusAID to ensure all valid requests are facilitated to meet operational requirements and timelines.</p>	<p>Deployees are able to manage and track individual Operational Budget expenditure. Actual expenditure information is provided to Deployees on a quarterly basis, and within 10% of costed budget. All Operational Budget expenditure is facilitated in accordance with SGP Operational Budget Guidelines.</p>	1 June 2012.	<p>Quarterly Reporting, Results of feedback surveys</p>	D, S, R
E.	<p>Maintain a <u>Deployee Location Register</u> which notes whether Deployees are in-country or overseas.</p>	<p>The whereabouts of 99% of Deployees is accurately recorded on a Deployee Location Register.</p>	Ongoing	MIS	D, R
F.	<p>Maintain a <u>database of security incidents</u> and actions as directed by the AusAID Regional Security Manager – South Pacific. (RSM-SP).</p>	<p>Security Status Reporting is up to date within 24 hours and available to AusAID on demand.</p>	Ongoing	<p>MIS</p> <p>Security Status Report</p>	D, R
G. *	<p>Maintain a <u>database of accommodation</u> secured for Deployees and continually monitor and update the database. Should include details of current tenants, lease term and costs, lease future commitments, asset ownership, vacant property, security features installed, photographic and descriptive details of each property, and maintenance schedules and the <u>Hazardous Material Register</u>.</p>	<p>Accommodation register is available to AusAID via the Portal and is accurate within a week. The accommodation register provides all essential data for the total housing pool.</p>	Ongoing	MIS	D, S, R

H. *	Make available the Register of Assets including Vehicles together with associated documentation such as import documents, invoices and warranties to audit by or on behalf of AusAID at any time. Establish and maintain a register of assets and equipment recording non-consumable supplies, containing the following information: reference identification number (which may be for example, a serial number, engine number or chassis number); description of the asset; date of procurement; cost; location; current condition status; and proposed disposal or handover details.	By 1 July 2012 an Asset register is established to AusAID standards and kept accurate and up-to-date and available to AusAID within 5 working days of a request. Assets are recorded in the register prior to the Deployee receiving the asset and immediately on disposal of an asset.	1 June 2012.	MIS	D, S, R
I. *	Maintain a Register of Pre-approved Reputable Repairs and Maintenance Tradespeople that represent 'value for money' suppliers and that are:	All maintenance work is undertaken by tradespeople that are on the pre-approved register or meet the requirements to be added to the register.	Ongoing	MIS Supplier utilisation reports	D,R
J. *	a. Certified as a tradesperson within their respective trade/s with a minimum of three years experience after completion of training.	Maintenance and repair work is of good standard and completed within the service level time frames. Emergency: 1 hour Urgent: 1 day Routine: 1 week or agreed time	service level time frames: Emergency - 1 hour; Urgent - 1 day; Routine - 1 week or agreed time	MIS Service Standards Survey	D
J. *	b. Experienced in repair and maintenance techniques for the infrastructure and plant and equipment.	Can demonstrate relevant experience	Prior to work commencing	Audit Report	D
J. *	c. Licenced to drive a motor vehicle.	Can demonstrate relevant qualification	Prior to work commencing	Audit Report	D
J. *	d. Compliant with local labour laws in especially in relation to NPF contributions and minimum wage and conditions.	Can demonstrate relevant certification	Prior to work	Audit Report	D

			commencing		
1.2	Financial Management				
A. *	Financial Management: i.e. Develop and maintain up-to-date, accurate financial management processes and information including but not limited to:	Services Order budgets within 10% of actual expenditure. Invoices on time, accurately attributed to correct activity and accrual period	Ongoing	Financial Reporting. Invoices. MIS. Audit Report.	D, R
A. *	a. Purchasing and payment processing as required by AusAID and in accordance with approved budget.	Timely and accurate invoicing and procurement	Ongoing	Financial Reporting. Invoices. MIS. Audit Report.	D
A.	b. Process cash purchases/reimbursement and program specific cash advances as required.	Timely and accurate processing of cash purchases/reimbursement and program specific cash advances as required.	Ongoing	MIS	D
A. *	c. Assist in budgeting process.	Timely advice and assistance to develop Services Order budgets	Ongoing	Services Order and activity budgets	D
A.*	d. Provide timely quarterly and end of financial year reporting to AusAID.	Timely and accurate reporting	Within two (2) weeks after the end of each quarter and financial year.	Financial Reports	D
A. *	e. Undertake regular self-audit, liaise with and facilitate internal/external auditors.	As required	As required	Audit Report.	D
A. *	f. Provide ad-hoc financial reports as required by AusAID.	Timely and accurate reports on request	On request	Financial Reports	D

1.3	Security Management				
A. *	Implement the security recommendations of the AusAID RSM-SP/DFAT Security to ensure that security arrangements for Deployees meet all of the standards as specified by the RSM-SP covering residential, workplace, travel, vehicle and procedural security measures.	Action Security Work Orders as received by the RSM-SP. Ensure standards met at all times	As required	Security Status Report MIS	D, R
B. *	Advise the RSM-SP, DFAT Security on emerging security incidents and reported security incidents as they occur. Provide a written report in accordance with the requirements stipulated in AusAID's PNG Security Policy.	A written incident report is available to AusAID RSM-SP as per the requirements stipulated in the PNG Security Policy.	As required	MIS Incident Report	D, R
C.	<p>Establish contractual arrangements including Service Provision Standards with local security service providers ensuring that the providers are reputable companies and capable of providing the standard of services required.</p> <p>Security services required include:</p> <ul style="list-style-type: none"> (a) 24 hours a day, 7 days a week security guard force with an integrated rapid response capability via a monitored operations control room (b) 24 hours a day, 7 days a week monitored radio communications network (c) Supplying and servicing hand held and vehicle two-way radio communication (d) Providing initial and ongoing radio communications training to all personnel covered by the service provider (e) Providing security escorts on request throughout PNG 	<p>AusAID specified Security standards met at all times</p> <p>Subcontractor can demonstrate compliance with local labour laws.</p>	As required	Security Status Report Audit	D, S, R

1.4	Property Management				
A. *	Develop and implement a Quality Control System to ensure that all repairs and maintenance are completed consistent with the approved residential accommodation standards on time and within budget and implemented in a manner that does not prejudice the safety or security of Deployees, their accommodation or the property of the AusAID.	All repairs and maintenance are registered and a record is available of the cost, time and any issues associated with resolving reported problems. Ausaid Overseas Residential Accommodation Standards Policy is used as a basis for advice.	MIS – ongoing; Quarterly report - within two (2) weeks of end of each quarter	MIS Quarterly Reporting	D
B. *	Prior to major repairs/maintenance/renovations (outside the general maintenance schedule) on the properties, a comprehensive project plan will be submitted to AusAID Property & Facilities Management for approval. The plan is to include (and not limited to) implementation plan with milestones, tender process (three quotes), risk mitigation, assessment of hazardous material, Deloyee inconvenience (possible sourcing alternative accommodation).	OH&S and Building Code of Australia standards are met AusAID Overseas Residential Accommodation Standards Policy is used as a basis for advice	Ongoing	MIS Landlord Request AusAID Approval Work completion certification	D, R
C. *	Develop and implement a Hazardous Material Register ; this is used as a quality control system to ensure that all repairs and maintenance are completed consistent with the Hazardous Material Survey and Management Plan	Hazardous Material Survey and Management Plan	Within two (2) months of the Contract start date	MIS Annual reporting	D, R
D. *	In consultation with the PNG Government Agency and AusAID, the Contractor may be required to conduct assessments of PNG Government Agency workplaces and purchase furniture, fittings and other refurbishments or equipment where required to ensure the Australian Government Official is able to operate safely in the provided workplace environment.	Whole of Government Deployment Guidelines	Within one (1) week of request, or as agreed	Home Agencies request	D, R
E. *	Assess the availability, suitability and value for money of residential accommodation options for Deployees. Provide information for Lands Acquisition Act approval to AusAID Property & Facilities Management Section.	Housing pool meets AusAID-specified accommodation standards and rental	Ongoing	State of Accommodation	D, R

		increases are managed within budget.		Report	
F. *	Maximise the use of long term accommodation for short term Deployees where practicable and cost effective. Forecast accommodation availability to ensure accurate Services Order budgets pertaining to short term deployments.	Deployees on deployments of 3+ weeks are not placed in hotel accommodation when accommodation from the housing pool is available	Ongoing, reports within one (1) week of request	State of Accommodation Report	D, R
G. *	Manage properties in accordance with agreed standard lease conditions.	Standard lease conditions are met by the Contractor and by the landlord.	Within two (2) weeks of the end of each quarter	Report on leases managed outside of standard lease conditions in Quarterly Report Audit assessments	D, S, R
H. *	Maintain the provision of power (electricity and gas), water, phone and internet services to residences and be reimbursed for the payment of all rent and utility supplies, following certification of the validity of the invoice.	Essential services are maintained constantly within reasonable limitations of supply in Papua New Guinea.	Ongoing and on request	MIS Payment/Finance Records	D, S, R
1.5	Vehicle & Other Asset Management				
A.	Develop and implement a Fleet Management Plan that outlines the size, suitability and quality of the available vehicles and the management of procurement, use and disposal of vehicles.	Vehicle fleet is managed in accordance with the approved Fleet Management Plan.	Within two (2) months of the Contract start date	Fleet Management Plan Asset Register	D, S, R
B.	Manage invoices and receipt of payments for personal use of official vehicles in accordance with AusAID-specified Deployee terms and conditions and vehicle policy and guidelines.	Payments for personal use of official vehicles in accordance with the approved AusAID-specified vehicle policy and guidelines	Quarterly	MIS Financial Records	D, S, R
C.	Provide and maintain safe, reliable and suitable vehicles for SGP operational requirements as per the agreed Fleet Management Plan. [NB All vehicles must meet Australia Safety Standards and Security standards	Twenty (20) working days from request	Twenty (20) working	Asset Register	D, R

	as specified by AusAID.	All vehicles are roadworthy and regularly serviced in line with manufacturer guidelines.	days from request; ongoing	Vehicle Maintenance Records	
D.	Register and comprehensively insure all vehicles	All vehicles to be covered by comprehensive insurance at all times	Ongoing	Cover Note	D
E.	Vehicle Condition is reviewed annually and upon issuance and return from Deployees.	Condition report is available for each vehicle	Annually,	Vehicle Maintenance Records	D, R
1.6	Recruitment Services				
A.	Upon receipt of request for recruitment logistical support, provide services to facilitate the recruitment of Non-Government Officials.	Services provided within reasonable timeframes to acceptable standard	As required	MIS	D

1. Deployee Service Provision

1.1 Pre-deployment

	Service Activity	Delivery	Timing and Updates	Verification	Performance Indicator Type
2.1.1	Communications (Briefing)				
A.	Provide incoming Deployees with information and a contact point for any questions about moving to, accommodation, schooling for children and other aspects of living in PNG. This may be by phone or email or in person if the Deployee has a familiarisation visit prior to mobilisation.	Deployee has been contacted at least once and has been provided with a contact point for enquiries.	As required	Survey	
B.	<p>Provide incoming SGP or Twinning Deployees with a pre-departure briefing program according to AusAID guidance, currently comprising of components:</p> <p>Day 1 – SGP and Twinning specific briefings:</p> <p style="padding-left: 40px;">i) Day 2 – General Whole of Government briefings including Travel Doctor advice, APS Values & Code of Conduct, Anti-corruption, Conflict of Interest and Capacity Development.</p> <p style="padding-left: 40px;">ii) Day 3 – Cross-Cultural Training</p> <p>NB: These services are to be administered and facilitated by the Contractor in accordance with the SGP Management Framework Induction Guidelines. This program is to be reviewed annually by the Contractor in Consultation.</p>	Deployment Coordinators and AusAID are notified of briefing dates	Approx. quarterly	Attendance sheets or certifications	D, S, R

C.	The Contractor may also be required to provide support for other pre-departure training, as requested by AusAID.		As required	Attendance sheets or certifications	
D.	The Contractor may also be tasked with organising pre-deployment training in Defensive Driver Training and Senior First Aid for SGP and Twinning Officials. Where unable to do so in Australia, these training programs will be organised by the Contractor in-country.		As required	Certifications	
2.1.2	Property				
A. *	Deployees selected for a replacement position will be expected to reside in the existing accommodation of the incumbent officer, unless exceptional circumstances prevent the posted officer from occupying the accommodation. Exceptional circumstances can include different family composition that makes the existing Deployees accommodation unsuitable in that instance, housing will be allocated to the Deployee from the current housing pool, in accordance with the relevant accommodation standards and post guidelines. Housing allocation to be agreed by AusAID	Deployee is allocated a house that meets the accommodation standards Ausaid Overseas Residential Accommodation Standards Policy is used as a basis for advice.	As required	Accommodation Report	D
B. *	If no suitable housing is available from within the housing pool, secure suitable, value for money long term residential accommodation for the Deployee and their family. If possible, provide a range of houses for the Deployee to choose from. Housing allocation to be agreed by AusAID.	Deployee is allocated a house that meets the accommodation standards Ausaid Overseas Residential Accommodation Standards Policy is used as a basis for advice.	As required	Accommodation Report	
C. *	Assess whether any repairs or upgrades are necessary to ensure the accommodation meets appropriate standards (including security) May include works required to upgrade building structures or fixtures including security structure (as identified and tasked by the RSM-SP and /or PFM) fixtures in accordance with security standards, lighting, floor covering and painting.	Accommodation is fit for purpose prior to occupancy unless otherwise approved in writing by AusAID	As required	Condition Report Lease Agreement	D, R
D. *	Following detailed assessments develop separate scopes of works and budget for all required residential and if appropriate workplace security or safety refurbishment work for approval by AusAID.	Accommodation is fit for purpose prior to occupancy unless otherwise approved in writing by AusAID	As required	Scopes of Work and Budget Report to be	D, R

				approved by AusAID	
E. *	Liaise with the landlord to ensure all necessary repairs and upgrades are implemented on time and within budget and in a manner that does not prejudice the safety or security of Deployees, their property or the property of the landlord.	Accommodation is fit for purpose prior to occupancy unless otherwise approved in writing by AusAID; Lease agreements are met	As required	Condition Report Residential Undertaking	
F. *	Where the repairs or upgrades are not the responsibility of the landlord or where the implementation by the landlord or its agents may prejudice the safety or security of Deployees, their property or the property of the Commonwealth, procure and supervise repairs, maintenance or upgrades.	Accommodation is fit for purpose prior to occupancy unless otherwise approved in writing by AusAID. Lease agreements are met.	As required	Condition Report Lease Agreement	D, R
G. *	Ensure that each residence is fully furnished to the accommodation standards including all white goods, furniture, fittings and air-conditioning, either as part of the lease or purchased separately. All whitegoods and furniture are to be within 5 years old or in excellent working order.	Accommodation is fit for purpose prior to occupancy unless otherwise approved in writing by AusAID. Lease agreements are met. Replacement items are secured within one month	As required	Condition Report MIS Accommodation Policy Inclusions Checklist	D, S, R
H. *	Ensure that all utilities are connected including electricity and water. Telephone installation (landline) includes handsets in living area and main bedroom. Internet is in place and functioning, in line with individual Deployee terms and conditions. An adequate waste disposal system is in place.	Residence has services in place prior to occupancy and ongoing with minimal disruption	As required	Condition Report MIS Accommodation Policy Inclusions Checklist	D, S, R
I. *	Where contained hazardous materials exist, label, maintain and inspect annually. Update the Hazardous Material Survey and Management Plan and Register .	Inspect prior to occupancy and standards maintained	Annually	Condition Report	D,S,R

				MIS Accommodation Policy Lease Agreement	
J. *	Where a pool exists, provide pool safety to Australian Standards including, but not necessarily limited to, the installation and maintenance of pool fencing, regular maintenance of electrical equipment and resuscitation signs	Installed prior to occupancy and standards maintained	As per Australian Standards	Condition Report MIS Accommodation Policy Inclusions Checklist	D, S, R
K. *	Install and maintain fire blankets, extinguishers and smoke detectors/alarms in residential accommodation to Australian Standards.	Installed prior to occupancy and maintained as per manufacturer's instructions	As per Australian Standards	Condition Report MIS Accommodation Policy Inclusions Checklist	D, S, R
L. *	Ensure that each residence has one satellite television service, installed and operating, with access to Australian free-to-air television (if no pre-existing service at the property).	Installed prior to occupancy and services maintained	As required	Condition Report MIS Accommodation Policy Inclusions	D, S, R

				Checklist	
M. *	Establish the extent of Public Liability Insurance a landlord holds for a given property and source Public Liability Insurance where it is not held by a landlord.	All residences are covered by Public Liability Insurance	As required	Lease or Insurance Policy	D, R
2.1.3	Vehicles				
A.	In line with Deployee terms and conditions, allocate an official vehicle from the vehicle pool, or seek approval from AusAID to procure an appropriate vehicle in accordance with the Fleet Management plan and the AusAID Vehicle Policy.	A suitable vehicle is ready upon arrival.	As required	Fleet Management Plan. Asset Register MIS	D, S, R
B.	Provide advice to Deployees who wish to purchase vehicles privately in country or to import vehicles and refer official to customs and import agent as appropriate.	Deployees are aware of their responsibilities in relation to import duty and receive with Customs clearance within three (3) working days.	As required	Request Document Advice	D, S
2.1.4	Other				
A. *	Procure new, or restock existing 'settling-in' kits to include linen, cooking and eating utensils and basic electrical items for Deployees to use while waiting for their personal effects to arrive.	Ensure complete kit is in place two (2) working days prior to Deployee arrival. Collect within a week of arrival of personal effects uplift.	As required	Entry/Exit Checklist	D, S
B. *	Source, procure and transport and manage other work related assets determined necessary and approved by AusAID.	Approved assets are available on arrival or within an agreed time and managed in accordance with AusAID asset management policy.	As required	Asset Register	D, S, R

1.2 Mobilisation

	Service Activity	Delivery	Timing and Updates	Verification	Performance Indicator Type
2.2.1	Communications (Briefing)				
A.	Provide an approved formal introductory briefing and orientation to all Deployees and their families on arrival in country. Include all matters as provided in 1.1 above.	Within two working days of arrival.	Within two working days of arrival	Reporting/MIS Attendance Register	D, S, R
B.	Provide an induction to all SGP and Twinning (for deployments over 8 weeks) Deployees in accordance with the SGP Induction Guidelines and other AusAID Guidance as directed.	Within first two weeks of arrival, as per SGP Induction Guidelines.	Within first two weeks of arrival,	Reporting/MIS Attendance Register	D, S, R
2.2.2	Property				
A.	Initiate contact between removals provider and Deployee to undertake the packing, uplift, relocation to relevant country and/or storage in Australia, for Deployees' personal effects. Deployees will use only the nominated removalist.	Confirmation of packing, uplift date within 5 working days of the approved deployment form being received from AusAID	As required	Reporting/MIS Packaged effects Manifest	D, S
B.	Ensure Deployees are aware of all requirements and options with regard to insurance of personal effects while in-transit or in storage.	On uplift of Deployees personal effects	As required	Cover Note	D, S
C.	Provide documentation for customs entry and the payment of any charges applicable for the clearance of personal effects of each Deployee through the relevant customs processes. [NB The Commonwealth will not be liable to provide reimbursement for any fines or penalties imposed under any Australian or non Australian customs legislation or regulations from time to time in force, for any offence under such legislation or regulations.]	Deployee's personal effects, including motor vehicles are cleared by customs within 3 days of arrival.	As required	Manifest	D, S
D. *	Completed Residential Undertaking for each property is agreed with the Deployee following a joint inspection by Contractor and Deployee one	Signed Residential Undertaking on	As required	Residential	D, S, R

	week after occupancy and at vacancy.	record one week after but before the end of the second week of occupancy and one day after vacancy		Undertaking Issues Report	
E.	Deliver a 'settling-in' kit for Deployees to use while waiting for their personal effects to arrive.	Ensure complete kit is in place 2 working days prior to Deployee arrival and collect within one week of arrival of personal effects.	As required	Entry/Exit Checklist	D, S
F. *	The Contractor will undertake an inspection of the property and furnishings upon the end of a lease. The condition of the property, furniture and fittings will be compared to the signed Furniture and Fittings Inspection Report originally undertaken upon occupancy of the property. The Furniture and Fittings Inspection Report must be signed by the outgoing posted officer. Damage incurred to the property, furnishings or fittings above normal wear and tear will be rectified at the cost of the occupying posted officer.	Signed Condition of the Property, Furniture and fittings on record one day after vacancy	As required		
2.2.3	Vehicles				
A.	Deliver allocated official vehicle to the Deployee in accordance with AusAID vehicle policy and approved Fleet Management Plan. Obtain Deployee signature on: i) the vehicle conditions report; and ii) AusAID vehicle policy and guidelines undertaking.	A clean and serviced vehicle is provided on arrival. Signed undertaking is on file.	As required	Asset Register	D,R
B.	Advise the Deployee about any payments for vehicle use and other aspects of vehicle managements, including regular servicing, insurance, reporting of accidents.	Payments for vehicle private use, vehicle servicing, registration and insurance are recorded.	As required	Vehicle Records	D
C.	Security assessment and upgrade of all Deployees' vehicles in line with the recommendations of the RSM-SP.	Prior to arrival or custody of vehicle being provided to Deployee	As required	Security Clearance	D, R
2.2.4	Other				
A.	Provide airport pick up on arrival in PNG or Australia.	Upon arrival		Motor Vehicle Use Log	D, S
B.	Provide mobile telephone and activated SIM card, connect telephone and internet at residences and provide all relevant information on mobile	Upon arrival Deployee has access to			

	phone usage and provide procedures for payment of personal use. Provide emergency phone list.	working telephone and key contacts and is aware of need to pay for personal use.			
C.	Provide short-term accommodation until long term accommodation is available, including the sourcing of hotel accommodation for new arrivals in line with the Accommodation policy.	Short term accommodation that meets the Deployee's requirements is booked within five (5) days of notification of arrival		Hotel Invoice	D, S
D.	Advise on the procedures for access to the High Commission doctor and provide Deployees with access to information and guidelines on associated payment and reimbursement arrangements. Make sure Deployees have all contact details.	Deployees and Dependants have in their possession, within five (5) days of arrival, all relevant information on access to the High Commission doctor, including, but not limited to, payment and reimbursement arrangements		Reporting/MIS Attendance Register	D, S, R
E.	Lodge Visa exemptions and residency applications within 5 working days of arrival (Deployees) and within 5 working days of receiving all documentation (Dependants)	All Deployees and their families have correct immigration documentation within 5 working days of arrival.		Reporting MIS	D, S, R
F.	Assist Deployees in arranging the following on arrival in-country, within one week of a request	Deployees are able to arrange local services and documentation to meet basic requirements	Within one week of request	Survey	
F.	a. Setting up a local bank account.		Within one week of request	Request form	D, S
F.	b. Obtaining a local drivers licence.		Within one week of request	Licence payment receipt	D, S
F.	c. Locating services and amenities.		Within one week of request	Request form	D, S

F.	d. Sourcing domestic staff and providing information on associated responsibilities such as signing contracts in accordance with local labour laws including salary and allowances, NPF, leave, insurance, medicals, public holidays etc	Domestic staff engaged, receive entitlements under local labour laws.	Within one week of request		
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1.3 Deployment

	Service Activity	Delivery	Timing and Updates	Verification	Performance Indicator Type
2.3.1	Information				
A.	Provide a Deployee newsletter that includes current local information targeting Deployees and their families and updates information provided at pre-departure and initial in-country briefings.	Monthly newsletter rated as high quality by Deployees		Newsletter Survey	D, S
B.	Organise a courier mail service for Deployees' personal mail, including letters, magazines and newspapers (no parcels) between Australia and PNG on a regular basis.	Mail service rated as high quality by Deployees		Mail Register Survey	D, S
C.	Prepare and distribute energy consumption reports to Deployees and a quarterly report to AusAID to monitor use trends and promote conservative use of power.	Accurate reports provided monthly		MIS Electricity Invoices Consumption Reports	D, S, R
D.	Prepare and distribute internet consumption reports to Deployees and a quarterly report to AusAID to monitor use trends. Seek reimbursement where required in line with terms and conditions and AusAID policy guidance.	Accurate reports provided monthly		MIS Internet invoices Consumption reports	D, S, R

2.3.2	Security				
A.	Facilitate security services to all Deployees as stipulated by the RSM-SP and PNG Security Policy. The security service may include, but is not limited to covering residential, workplace, travel, vehicle and procedural security measures.				
A.	a. A briefing on the use of radios and internal security systems, as appropriate;	Upon arrival and when moving into residential accommodation.		MIS Attendance Register	D, S, R
A.	b. Issue of a security radio with a "back-to-base" monitoring and response capacity	Radio operational and training provide upon arrival		MIS	D, S, R
A.	c. Guarding of Deployees' residential compounds, ensuring guarding services meet minimum standards stipulated in the PNG Security Policy;	Guards to be onsite from signing of lease agreement with landlord. Operational issues with guards are to be resolved within 24 hours.		MIS	D, S, R
2.3.3	Property				
A. *	Provide day-to-day management of Deployee residential accommodation in accordance with the Accommodation standards and the contact for all liaisons with property owners, managers, utility suppliers and tradespersons.	Property management issues are dealt with promptly and effectively, with minimal complaints from Deployees.		MIS Quarterly Exception Reporting	D, S, R
B. *	Implement a maintenance and service program for generators and air conditioners ensuring generators are kept ready for operation; including adequately fuelled.	No generators run out of fuel. Service plan implemented in accordance with manufacturer's guidance.		MIS Service Records	D, S, R
C. *	Acknowledge reported problems and arrange timely repairs and maintenance, including problems with white goods, furniture, fittings and air-conditioning.	Acknowledgement of request to be provided:		MIS Service Records	D, S, R

	<p>Provide feedback to the Deployee and their family on the management of the reported problem and the expected timing of resolution.</p> <p>Procure and supervise maintenance repairs in accordance with the lease or for AusAID where the implementation by the landlord or its agents may prejudice the safety or security of Deployees, their property or the property of the AusAID.</p>	<p>Critical: 1 hour</p> <p>Important: 7 hours</p> <p>Routine: 1 working day</p> <p>Assessment of Request:</p> <p>Critical: 3 hours</p> <p>Important: 24 hours</p> <p>Routine: 2 working days</p>			
D. *	Undertake six (6)-monthly maintenance inspections of each property and procure and supervise maintenance repairs in accordance with the lease or for AusAID where the implementation by the landlord or its agents may prejudice the safety or security of Deployees, their property or the property of AusAID.	Property records reflect maintenance issues and their resolution. Lease agreements are met		<p>MIS</p> <p>Quarterly Reporting</p> <p>R&M Requests</p>	D, S, R
E. *	Ensure pest control services are provided to all Deployee houses as part of planned maintenance and on request of the Deployee.	Property records reflect pest control services are provided annually and with five (5) days of reported pest problems		<p>Conditions Report</p> <p>MIS</p> <p>Quarterly Report on pests treated</p>	D, S, R
2.3.4	Vehicles				
A. *	Establish and communicate fuel arrangements for all vehicles to Deployees and monitor fuel usage and cost.	Cars are fuelled by the nominated provider and fuel costs are within budget and recorded in the format		MIS	D, R

		agreed to by AusAID and the contractor			
B. *	Notify Deployees 2 weeks prior to scheduled vehicles servicing and if necessary facilitate delivery to the service provider.	Vehicles are serviced regularly in accordance with manufacturer's guidance and the service warranty.		Vehicle Condition Reports Service Records	D, R, S
2.3.5	Other				
A.	Pay school fees for Deployee children who reside with Deployees at Post in accordance with AusAID-specified terms and conditions.	School fees paid on time to secure a place at the international school			
B.	Arrange work related international and domestic travel (which may include charter services as well as commercial travel providers). Assist with visa documentation as required.	Acknowledge booking request, and confirm understanding of request within 1 working day of receipt.		Request Document MIS	D, S
C.	Ensure travel accommodation is booked and confirmed and travel documentation is provided.	Ongoing with tickets issued at least five working days (or if travel closer, minimum of one day prior to travel) after booking made and relevant approvals received.		MIS Exception reporting in quarterly report	D, S
D.	Ensure competitiveness of the preferred travel provider by approaching all alternative travel providers, as reasonably practicable, to evaluate value for money and quality of service.	Market tested at least annually. Value for money measured as the lowest comparable price for services equivalent to those offered by the preferred service provider.		Records available on file	
E. *	Ensure Deployee residential accommodation and motor vehicle is secured during longer term absences.	Per agreed cycle of inspections depending on length of absence.		Security/Maintenance Logs	D, S
F. *	Source ongoing operational, maintenance and support services for any work related assets that have been supplied to Deployees, including the supply of consumables required to operate the asset.	Acknowledgement of request to be provided:		MIS Quarterly	D, S, R

		<p>Critical: 1 hour</p> <p>Important:: 7 hours</p> <p>Routine: 1 working day</p> <p>Assessment of Request:</p> <p>Critical: 3 hours</p> <p>Important: 24 hours</p> <p>Routine: 2 working days</p>		<p>Reporting</p> <p>R&M Requests</p>	
G. *	Ensure that material like oils, hazardous materials and replaced parts generated through refurbishment or repairs and maintenance are disposed of in accordance with Commonwealth and recipient country laws.	To be incorporated in the quality control system		<p>MIS</p> <p>Quarterly exceptions reporting</p>	D, R

1.4 Demobilisation

	Service Activity	Delivery	Timing and Updates	Verification	Performance Indicator Type
2.4.1	Information				
A. *	One month prior to departure provide the Deployee with information and a copy of the Entry/Exit checklist regarding responsibilities for handing back assets and leaving their residential accommodation.				

2.4.2	Other				
A.	Advise school of departure of children and recover deposit and/or unused fees	Confirm with school as soon as departure date is advised by AusAID.		Reporting/MIS	
B.	Arrange departure travel and provide airline tickets as approved by Home Agency	Provide tickets at least five (5) days before departure.		Reporting/MIS	
C.	Ensure all unpaid accounts (telephone/internet/vehicle hire/medicals etc) are settled prior to departure.	Accounts settled at least three (3) working days before departure.		Reporting/MIS	
D.	Assist with closure of bank accounts				
2.4.3	Property				
A.	Initiate contact with the Deployee and the relevant contractor to ensure that they have commenced action for packing, uplift, and relocation to the home country of personal effects of Deployees.	Confirmation of packing, uplift date within five (5) working days of the approved deployment form being received by the Contractor from AusAID confirming demobilisation.		Reporting/MIS Packaged effects Manifest	D, S
B. *	Provide a 'settling-out kit' including linen, cooking and eating utensils and basic electrical items for Deployees to use in the period between uplift and departure from their residential accommodation.	Ensure complete kit is in place 2 working days prior to uplift of personal effects.		Entry/Exit Checklist	D, S
C.	Provide appropriate short-term accommodation for at least the last two nights to facilitate final property inspections and for up to one month if the Deployee's replacement is moving into the same residence.	Hotel bookings made within 24 hours of notification and in accordance with terms and conditions.		Hotel Invoice	D, S
D. *	Undertake residential inspection and complete conditions report. Notify Deployee and AusAID of any damage that the Deployee is responsible for. Provide Deployee with an estimate of the cost of repairs and the process for paying for the same.	AusAID provided Residential Accommodation Policy on Deployee responsibilities adhered to.		Residential Undertaking	
E.	Provide airport drop off for Deployee, their dependants and baggage. If	Timely transportation to the airport.		Motor Vehicle	D, S

	necessary pay for excess baggage in accordance with the policy on travel allowance for repatriation.			Use Log	
2.4.4	Vehicles				
A.	Arrange for the return of any official vehicle and undertake a joint inspection of the vehicle against the most recent conditions report. Notify Deployee and AusAID of any damage caused by the Deployee. Provide Deployee with an estimate of the cost of repairs and the process for settling costs. Where reasonably possible, ensure payment of debts prior to Deployee's departure from post.	Complete inspections at least one day before departure and ensure estimate of cost of repairs is recovered prior to departure.		Motor Vehicle Assets Register, Financial and other appropriate Records duly noted	

1.5 Post-deployment

	Service Activity	Delivery	Timing and Updates	Verification	Performance Indicator Type
2.5.1	Information				
A.	Redirect any mail to the Deployees new address for three (3) months.		As required		
B. *	Seek payment/ reimbursement of any outstanding bills (e.g. phone bills) directly from the Deployee. Advise Home Agency and AusAID of bills not repaid within 3 months.		As required		
2.5.2	Property				
A. *	Secure and maintain essential services to vacant properties under lease.	Property secured within 24 hours of Deployee demobilisation and monthly maintenance checks conducted		MIS Quarterly exceptions reporting	D, R
B. *	Upon request from the landlord, and on written agreement from AusAID, undertake any necessary refurbishments to return the	"Make good" work commenced within		MIS	D, R

	premises back to its original state (that is, prior to any changes associated with implementation of security or safety guidance).	ten (10) working days of AusAID approval being granted.		Landlord Request AusAID Approval Work completion certification	
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ANNEX B: SPECIFIED PERSONNEL – POSITION DESCRIPTIONS

JOB TITLE: DSSPNG In-Country OPERATIONS MANAGER

Reports To: DSSPNG Contract Manager

Duration: Full Time, initially for 15 months

Location: Port Moresby

ARF Discipline and Level: C3 (for internationally recruited personnel)

Position Description:

This position requires a person that has the necessary leadership and communication skills to manage and respond effectively to a wide variety of needs and situations within a potentially stressful environment. While much of the Deployee support work can be managed within a structured organisational environment, the nature of the Deployee support required and the context in Port Moresby (including security, basic human needs, local technical capacity to repair complex equipment, landlord reluctance to repair their properties) means that issues that may be straightforward on the surface can rapidly become complex and urgent.

The Operations Manager must have the communication and organisational capacity to handle the work and to be able to communicate clearly and concisely so that all stakeholders fully understand the issues, the proposed solution and the required quality standards.

The Operations Manager shall be responsible for the overall performance against the Contract, including for Deployee support service levels and for ensuring the services are provided in an equitable and fair manner. At the same time, the Operations Manager will assess the urgency of critical problems against those that are more “routine” and non-urgent. The Operations Manager would be responsible for providing information, support and advice to the DSSPNG Contract Manager, maintaining service level standards and the required reporting.

1. The DSSPNG In-Country Operations Manager shall:

- (a) Liaise with the DSSPNG Contract Manager and take overall responsibility for service levels and delivery, including providing specific information, data or anticipated completion times as may be required;
- (b) Lead the team and ensure that the office and staff are well resourced, operating effectively and provide the level of response and accountability required by this contract;

- (c) Show leadership in the integration of the cross cutting issues across the decision-making, management and implementation of the DSSPNG, including in ways that promote gender equality, is sensitive to cultural and gender issues in Papua New Guinea, promotes awareness of HIV and AIDS and promotes principles of good governance in the transparent operation of the DSSPNG;
- (d) Initiate and quality review all DSSPNG reports and the required operating manuals;
- (e) Oversee the local contracting or subcontracting arrangements for all Deployee support services;
- (f) Ensure the effectiveness of the 'Deployee Support Services Portal', including making sure that the Portal can provide the relevant data to AusAID personnel as required;
- (g) Oversee the DSSPNG Financial Management System, the expenditure against budget and overseeing the financial reporting; and
- (h) Oversee the DSSPNG asset management.

2. Key Skills/Experience required must include:

- (a) Proven senior program management experience, preferably with a focus on the provision of logistical support or a similar technical environment.
- (b) High level interpersonal and cross-cultural skills.
- (c) Proven understanding of the role of the MIS database and webpage in disseminating information and in enabling direct client access to data and trend reports that are available via a website.
- (d) Leadership of a program or activity that comprises diverse forms of technical support and personnel from varied professional, cultural and language backgrounds.
- (e) Appropriate technical qualifications appropriate to the role.
- (f) A sound (and/or the capacity to acquire) understanding of Papua New Guinea development context.
- (g) Demonstrated commitment to gender equity and HIV mainstreaming.
- (h) Proven background in providing high quality client services.

JOB TITLE: DSSPNG In-Country TECHNICAL SUPERVISOR

Reports To: DSSPNG In-Country Operations Manager

Duration: Full Time, initially for 15 months

Location: Port Moresby

ARF Discipline and Level: C2 (for internationally recruited personnel)

Position Description:

The Technical Supervisor will play a key role in monitoring and managing the quality and effectiveness of services provided. The role will be largely fielded based, requiring the person to travel regularly to the Deployee properties and to the local sub-contracted organisations.

The person will have a strong background in building or building maintenance and also a broad understanding of the basic services that support domestic accommodation, including security services, water and power supplies; security requirements, plumbing and other building services; air-conditioning; basic structural repair techniques. The Technical Supervisor will play a role in communicating with the Deployee (i.e. potentially in their homes in respect to a service request) and then identifying what the problems are, through looking at what options are available for the required repair or improvement; contacting the property owner, then supervising the finished work for completeness and correct operation.

Where appropriate the Technical Supervisor may well fix the problem at the time, based on identifying the fault and making the required repair or adjustment. However, it will be more likely that the Technical Supervisor will identify the fault and then contact the property owner to inform them that repairs are necessary and what work will be required to ensure that the problem is solved.

Should the work be undertaken by a subcontractor, the Technical Supervisor will ensure that the organisation that provides these services completes the work within the required quality and time parameters. The Technical Supervisor will monitor the work of sub-contractors as well as the conditions under which the sub-contractor staff assigned to DSSPNG activities work.

This monitoring aspect of the position will especially focus on the use of reputable subcontractors who adhere to local labour conditions including the National Provident Fund subcontractors should also make sure staff have been provided with the correct tools and safety equipment for the work and that the number of call backs to complete a single job is minimised.

1. The Technical Supervisor shall:

- (a) Maintain overview of the type and volume of DSSPNG work and support the DSSPNG Operations Manager to prioritise the tasks;

- (b) Visit each leased residential accommodation covered by the Deployee contract and carry out inspections for condition and services;
- (c) Regularly monitor conditions that may require preventative maintenance and organise these services;
- (d) When appropriate, carry out the repair or adjustment, if this represents value for money.
- (e) Communicate with the Deployees as part of maintaining good relations and identifying priorities or constraints;
- (f) Liaise with property owners where repairs required and (in cases where the owner will not agree to the repairs) through the Operations Manager contact AusAID for instructions;
- (g) Take responsibility for monitoring conditions under which local contractor staff are placed, especially in relation to making sure that resources identified in a subcontract are applied at the service level;
- (h) Monitor the work, quality and staffing levels of the subcontractors in relation to those agreed in the contracts;
- (i) Where appropriate, provide advice and guidance to local staff as part of mentoring good practice;
- (j) Ensure work methods, materials and processes do not adversely impact on the Papua New Guinea environment; and
- (k) Monitor the data being used as the basis for reporting to ensure that it accurately reflects the context.

2. Key Skills/Experience required must include:

- (a) High level time management skills and the proven ability to work effectively and with appropriate skills within a multi-problem environment;
- (b) Experience working in a technical and operational environment similar to Papua New Guinea.;
- (c) Proven capacity to assess the condition of domestic buildings, domestic equipment and services, motor vehicles, security requirements and other related assets and the capacity to advise on the most appropriate and cost effective response;
- (d) Proven high level interpersonal and cross-cultural skills, including working with people from varying backgrounds and expectations;

- (e) Leadership of a program or activity that comprises diverse forms of technical support and personnel from varied professional, cultural and language backgrounds; and
- (f) Technical qualifications appropriate to the role.

3. Desirable Qualities:

- (a) A sound (and/or the capacity to acquire) understanding of Papua New Guinea development context;
- (b) Demonstrated commitment to gender equity and HIV mainstreaming; and
- (c) Proven background in providing high quality client service.

ANNEX C: RISK MANAGEMENT PLAN (Indicative only)

Overall Risk	Details	Impact / Outcome	Risk Management	Responsibility	Method of Monitoring
Logistics Service Levels	Service levels do not meet the required level or client expectations	Dissatisfaction, additional resources or rework, more stakeholders get involved	At commencement, Contractor and AusAID agree on defined performance levels via SOS / BOP	Contractor	Minimum Service Standards reports via the webpage and activity summaries / completions
	Expectations of some Deployees too high or in wide variation from agreed service levels	Not appropriate for the Contractor to be expected to meet unreasonable demands of a vocal minority	AusAID, Home Agency, Host Agency and Contractor manage expectations of Deployees in services, with better information available to Deployees from webpage	AusAID, Contractor, Home and Host Agencies	AusAID to follow through with Coordinators in Australia for extreme cases.
	Service levels drop over time after contract commencement	Dissatisfaction and a lower standard becomes the “norm” over time	At commencement, Contractor and AusAID agree on defined levels via the SOS and BOP	Contractor	Minimum Service Standards reports via the webpage and activity summaries / completions
AusAID Reputation	Bad practice or poor services reflects badly on AusAID management	Public complaints or negative feedback from WoG in Australia	Clear guidelines on what service level is acceptable in the PNG context	Contractor	Minimum Service Standards reports via the webpage and activity summaries / completions
	Limited AusAID capacity to monitor the service quality or standards	Contractor does not meet the minimum service levels and is not held to account	Transition Phase to ensure that there is a well structured handover. A nominated senior AusAID Officer, with outsourced independent monitoring assistance as necessary.	AsuAID	Feedback from Reference Group Minimum Service Standards reports
Contractual Risk	Contractor negotiates service levels down	Over time AusAID staff change and the expectations and outcomes are lowered	The Minimum Service Standards in Annex 1 should be viewed as the benchmark, not various opinions	AusAID	Maintain the standards and expectations as agreed in the service level agreement.
	Unsuccessful 3-month	Service levels drop and	The Transition Plan will be	Contractor	AusAID monitor the

	transition from DSU to the new Logistics Contractor	new Contractor cannot meet performance requirements	approved by AusAID and show the required detail and responsibilities		process in relation to agreed Transition Plan schedules
	Contractor staff not qualified or capable	Unable to provide good service, increased rework and cost, more complaints.	Technical Supervisor position included. This key position, with Team Leader, to be the focus	Contractor	Careful selection at time of tender and any replacement at least of equal quality
	Payments made to subcontractor for services not received or acceptable	Unless contract monitored, funds expensed against a service that is incomplete	Technical Supervisor responsible for monitoring the quality of work and approving final payment	Contractor	The sub-contract arrangements will include performance requirements
	Rapidly reduced number of Deployees in PNG	Contractor overpayment or over resourcing	Flexibility built into the staffing structure with options to revise sub-contracts if less work.	AusAID/Home Agency	AusAID/Home Agency provide advance notice to reduction to enable Contractor to adjust staffing
Governance or Financial Risk	Fraud, including charging for goods / services not provided	Poor reflection on AusAID governance; loss of public money	Require strong financial management and procurement systems and financial staff in the DSSPNG team	Contractor	Financial management systems. The Annual Audit.
	Services provided to Deployees where they have not been approved	AusAID contract and financial audit will find anomalies and Misallocation; breach of FMA Act and CPGs	Clear guidelines and processes for initiating and then closing a service order, on line or by DSSPNG phone.	AusAID	Service log and data base will identify any anomalies or cases of unauthorised work
	Contractor favouritism in the provision of services to specific Deployees	Dissatisfaction if decision makers are seen to receive better service levels; poor value for money and service quality; breach of FMA Act and CPGs	System in place for receiving requests, logging them and prioritising on agreed criteria; adequate procurement systems	Contractor	The Reference Group. The service delivery data and reports from Portal access.
Health and Safety	PNG security situation deteriorates or natural disaster occurs	Immediate action required to support or assist Deployee staff and their families	DSSPNG Security Coordinator will initiate the emergency procedures and key contacts /actions.	Contractor	AusAID/Home Agency provide notice so the Security Coordinator can respond effectively.
	Health concerns affect the Deployees (e.g. through malaria outbreak)	Immediate action required to support or assist Deployee staff and their families	DSSPNG Operations Manual will include emergency procedures and key contacts / actions.	AusAID/Home Agency	AusAID/Home Agency provide as much notice as possible to enable DSSPNG to respond.

	Environmental impact of maintenance or any installation work	Damage to AusAID/Home Agency reputation if environment damaged	The sub contracts and DSSPNG Operations Manual will highlight need for responsible practice.	Contractor	Technical Supervisor will monitor field work and the processes used.
Use of PNG Service Providers	Local firms not used to provide the services	Not enough opportunities for local firms to build their capacity and gain income	Part of Transition Plan, process of promoting the opportunities and selecting through due process	Contractor	The spread and depth of local providers will be part of the reporting to AusAID
	Local firms do not receive a fair level of payment	Economic hardship - a bad reflection and perception of AusAID/Home Agency	Subcontracting process must provide details of quality expectations and level of skills	Contractor	Local sub contracts available for AusAID through Portal, including the conditions
	Local firms do not pay their staff minimum PNG wages or the NPF	Economic hardship - a bad reflection and perception of AusAID/SGP Officials	The sub-contract arrangements between the DSSPNG and the local firms will include requirements to adhere to local labour laws	Contractor	Technical Supervisor will monitor in field, while Team Leader monitors contracts
	Collusion between the head Contractor and local firm on pricing	Strength corruption levels while affecting capacity to manage service levels	Local selection process must be followed. Regular test of the local market to ensure value for money.	Contractor	Spread of local service providers will be included as part of the reporting.
	Local service levels not high enough to meet required standard, especially security	Poor service as well as no potential to form or strengthen local skill levels	Make skill levels clear in subcontracts, also in brief provided for individual pieces of work.	Contractor	The Technical Supervisor will monitor the skills and work and advise as required

PART 5 – BASIS OF PAYMENT

DEPLOYEE SUPPORT SERVICES FOR PAPUA NEW GUINEA (DSSPNG)

Note to Tenderers: This **Part 5** forms a key Schedule of the Contract Conditions. It reflects the most current version of the Basis of Payment required of the Contractor but may be updated by AusAID during contract negotiations, particularly in light of information included in the Tenderer's response to the RFT. In the final Contract this **Part 5** will become **Schedule 2** of the Contract.

PART 5 - BASIS OF PAYMENT

DEPLOYEE SUPPORT SERVICES FOR PAPUA NEW GUINEA (DSSPNG)

1. OVERVIEW

- 1.1 Deployee Support Services and Property Management Services provided by the Contractor under the DSSPNG will be requested in the form of a Services Orders for each Deployment Program Activity. Each Services Order will be structured in two parts:

Deployee Support Services

- (a) **Part A – Core Management Services** in accordance with the requirements of **Part 4** of the RFT and as further outlined at **Clause 6** below; and
- (b) **Part B - Deployee Support Services** in accordance with the requirements specified in **Annex A** of **Section 2 Part 4** of the RFT and as further outlined at **Clauses 2, 3, 4, and 5** below. **Part B** services may be supported by Tasking Notes raised for the purpose defined.
- (c) The Contractor may be required to provide all, or a selection of Services **(a) to (n)**, as outlined in **Clause 20.2** of **Part 4** for each Deployee and their Dependents.

Property Management Services

- (a) **Part A – Core Management Services** in accordance with the requirements of **Part 4** of the RFT and as further outlined at **Clause 6** below; and
- (b) **Part B - Property Management Services** in accordance with the requirements specified (**denoted with asterisk**) in **Annex A** of **Section 2 Part 4** of the RFT and as further outlined at **Clause 6** below. **Part B** services may be supported by Tasking Notes raised for the purpose defined.
- (c) **The Contractor** may be required to provide all, or a selection of Services as outlined in **Clauses 25.16 – 25.18** - of **Part 4** for each Accommodation Management Service.

2. DEPLOYMENT SUPPORT SERVICES FOR THE STRONGIN GAVMAN PROGRAM (SGP).

- 2.1 Under this Contract, AusAID will enter into a Services Order with the Contractor for SGP Support. This Services Order will be for an initial period of **fifteen (15) months** until **30 June 2013**, and will be designated as a Services Order.

Note to Tenderers: Date to be confirmed during contract negotiations.
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- 2.2 Following the period in **Clause 2.1** above, a new Services Order MAY be issued for the next defined period and will be designated under the next sequential Services Order number.

Note to Tenderers: This is contingent upon the Contract being extended under the provisions of the option to extend.

- 2.3 All costs for **Part A** of Services Orders, including the Management Fee, will be agreed during the tender process for this contract.

3. DEPLOYMENT SUPPORT SERVICES FOR THE SUB-NATIONAL PROGRAM (SNP)

- 3.1 Under this Contract, AusAID will enter into a Services Order with the Contractor for SNP Support. This Services Order will be for an initial period of three (3) months until **30 June 2012**, and will be designated as a Services Order.

Note to Tenderers: Date to be confirmed during contract negotiations.

- 3.2 Following the period in **Clause 3.1** above, a new Services Order MAY be issued for the next defined period and will be designated under the next sequential Services Order number.

Note to Tenderers: This is contingent upon the Contract being extended under the provisions of the option to extend.

- 3.3 All costs for **Part A** of Services Orders, including the Management Fee, will be agreed during the tender process for this contract.

4. DEPLOYMENT SUPPORT FOR TWINNING ARRANGEMENTS

- 4.1 Under this Contract, Australian Government Organisations (AGOs) will directly enter into a Services Order with the Contractor for Twinning Support for each Twinning Scheme. These Services Orders can be for periods up to **fifteen** (15) months until **30 June 2013**. Typically current twinning deployments of Papua New Guineans to Australia average ten (10) weeks (however can range from one (1) week to eleven (11) months) and Australian deployments to PNG average four (4) weeks (however can range from one (1) week to six (6) months). The Contractor may be requested to provide Deployee Support Services for each twinning deployment under a Services Order via a Tasking Note from the AGO.

- 4.2 All costs for **Part A** of Services Orders, including the Management Fee, will be agreed during the tender process for this contract.

- 4.3 If support for Twinning Arrangements is requested under this Contract in accordance with **Clause 4** of **Part 5** of the RFT then Tasking Notes will be issued for each Deployment activity (being a single Deployee or a group of Deployees under a single scheme) under a Services Order.

- 4.4 The costs for **Part A** of these Services Orders will be proposed by the Contractor and negotiated with AusAID. The extent of the proposed costs for Core Management Services must bear some sensible relationship with those initially tendered for SGP and SNP (see **Clauses 2 and 3** above), and must demonstrate that the Contractor is taking into account its program-wide management resource needs and the nature of support required, and is maximising efficiency dividends. (see example in **Clause 5.4** below).

5. DEPLOYMENT SUPPORT SERVICES FOR OTHER DEPLOYMENT ACTIVITIES

- 5.1 Under this Contract, Officials from other Australian Government Organisations, AusAID Development Program Specialists and Sector Advisers may be deployed on an 'as required' basis throughout PNG. These Services Orders will be for periods up to **fifteen** (15) months until **30 June 2013** and will be designated as Services Orders.
- 5.2 All costs for **Part A** of Services Orders, including the Management Fee, will be agreed during the tender process for this contract.
- 5.3 If support for Other Deployment Activities is requested under this Contract in accordance with **Clause 7 of Part 4** of the RFT then a new Services Order will be issued for each Deployment Activity (being a single Deployee or a group of Deployees under a single program).
- 5.4 The costs for **Part A** of these Services Orders will be proposed by the Contractor and negotiated with AusAID. The extent of the proposed costs for Core Management Services must bear some sensible relationship with those initially tendered for SGP and SNP Support (see **Clauses 2 and 3** above), and must demonstrate that the Contractor is taking into account its program-wide management resource needs and the nature of support required, and is maximising efficiency dividends. For example:
- (a) if the existing resourcing for SGP and SNP support is one full time person to support up to eight (8) Deployees, and the requirement is to support up to an additional four (4) Deployees, an additional part time resource may be justifiable. The premise of the management resourcing proposed is that it must bear some logical relationship to the existing level of resourcing.
 - (b) during periods of multiple mobilisations or demobilisations it is recognised that work levels are more intense. Once a Deployee is mobilised, the level of effort required to support the Deployee diminishes significantly. Therefore, a proposal for increased resourcing must take into account, and sensibly reflect the ongoing support needs, not just the immediate support needs.
- 5.5 The DSSPNG Management Fee for these Services Orders will be calculated as a percentage of the agreed cost for the Core Management Services, in accordance with **Table 1** below. **Where AusAID already pays for Management resources under the DSSPNG, this Management Fee does not apply.**

Table 1 – Management Fees for Non-SGP and SNP Support Deployment Activities and Accommodation Management Services

Range for Management Costs	Fee as a Percentage	Comments:	Example: Deployment costs:
Under AUD50,000	WW%	Specified in tender. See Note 1.	Costs of AUD275,000 plus any GST comprising of: AUD200,000 plus any GST of Reimbursable Costs; and AUD75,000 plus any GST of Management Costs. Management Fee would be XX% (use example of 8%) of AUD75,000 i.e. AUD6,000 plus any GST. Therefore total cost to AusAID would be: AUD281,000 plus any GST comprising: AUD200,000 plus any GST for Reimbursable Costs; AUD75,000 plus any GST for Management Costs; AUD6,000 plus any GST for Management Fee;
Over AUD50,000 but below AUD100,000	XX%	Specified in tender. See Note 1.	
Over AUD100,000 but below AUD150,000	YY%	Specified in tender. See Note 1.	
Over AUD150,000	ZZ%	Specified in tender. See Note 1.	

Table 1 Note 1: The Management Fee is to be applied only to the Management Costs.
See example in **Table 1** above.

6. PROPERTY MANAGEMENT SERVICES

- 6.1 Under this Contract, AusAID will enter into a Services Order with the Contractor for Accommodation Management Services. This Services Order will be for an initial period of fifteen (15) months until **30 June 2013**, and will be designated as a Services Order.
- 6.2 Following the period in **Clause 6.1** above, a new Services Order may be issued for the next defined period and will be designated under the next sequential Services Order number.

Note to Tenderers: This is contingent upon the Contract being extended under the provisions of the option to extend.

- 6.3 All costs for **Part A** of Services Orders, including the Management Fee, will be agreed during the tender process for this contract.

7. PART A – CORE MANAGEMENT SERVICES

Note to Tenderers: Costs under Part A of Services Orders 1, 2 and 4 (or their replacement) for SGP, SNP and PMS will be distributed proportionately in accordance with the total Core Management Services costs submitted by the Tenderer in their Financial Proposal.

For all other Services Orders, costs will be determined in accordance with Clause 4 and 5 and Table 1 of this Part 5.

- 7.1 The Total Amount Payable to the Contractor by AusAID for Core Management Services under each Services Order will consist of:
- (a) Agreed Adviser Costs which may be Long Term or Short Term:
 - i) Monthly (or other) Remuneration Rate;
 - ii) Allowances such as Mobility Allowance and Adviser Support Costs ; and
 - iii) One off Personnel Costs.
 - (b) Agreed Operating Expenses;
 - (c) DSSPNG Setup Costs (only applicable to Services Orders for SGP and SNP, unless clearly justified otherwise); and
 - (d) DSSPNG Management Fee (see **Clause 7.3** below) and Information Management Services (sixty per cent (60%) to be paid as **Regular Monthly Payments and forty per cent (40%) as Periodic Milestone Payments.**

Note to Tenderers: The AusAID Adviser Remuneration Framework will apply to Personnel Costs for those positions which fit within its definitions and guidance (i.e. internationally

engaged personnel). See the following website:

http://www.ausaid.gov.au/publications/pubout.cfm?ID=3994_1809_6357_1618_6763&Type=

- 7.2 The Contractor is provided remuneration for the delivery of the Services broadly outlined below and at **Clause 8 of Part 4** of the RFT, and specifically set out in the Services Order. The Core Management Services include:
- (a) Management of Transition Phase;
 - (b) Facility Management and responsibilities for relationships with stakeholders;
 - (c) Communications and Information Management;
 - (d) Financial Management and Audit;
 - (e) Security Management;
 - (f) Property Management;
 - (g) Vehicle and Other Asset Management;
 - (h) Performance Management;
 - (i) Fixed Personnel and Associated Inputs - Staffing;
 - (j) Office Operations;
 - (k) Deployee Operational Budgets Management (applies only to Services Order 1); and
 - (l) Reporting, Plans and Manuals.
- 7.3 **DSSPNG Management Fee:** The DSSPNG Management Fee is comprised of the following:
- (a) Profits, including commercial margins and mark-up for personnel and project management;
 - (b) Financial management costs, including the cost of an Independent Annual Audit of the Activity and financing costs, if any;
 - (c) Costs of Contractor administrative and Head Office Staff, including the cost of a Contractor Representative, if any;
 - (d) Costs associated with establishing and maintaining premises and equipment, including utilities;
 - (e) Insurance costs as required by this Contract, but exclusive of the costs of medical insurance for Specified Personnel;
 - (f) Taxation, as applicable;

- (g) Costs of complying with the Contractor's reporting and liaison obligations under this Contract;
- (h) Costs associated with all personnel briefings in Australia or in-country;
- (i) Costs associated with any subcontracting and procurement of goods and services;
- (j) Costs, including domestic and international travel, accommodation, per diems, and local transport costs where required for Contractor Head Office personnel;
- (k) Any other overheads required to perform the Services in accordance with this Contract;
- (l) All escalators for the term of this Contract; and
- (m) Any allowance for risks and contingencies.

Long Term Adviser Costs (Specified Personnel)

7.4 For each Long Term Adviser, AusAID shall pay the Contractor, (period specified in service order) on a reimbursable basis in arrears, the following items:

- (a) the Monthly Remuneration Rate in accordance with the Job Level and Professional Discipline Category specified in the position Terms of Reference and calculated in accordance with the Adviser Remuneration Framework. The Monthly Remuneration Rate shall be:
 - i) inclusive of base salary;
 - ii) inclusive of superannuation levy, if any;
 - iii) inclusive of paid annual leave allowances of up to twenty (20) days per annum, to accrue on a pro rata basis per twelve (12) months' continuous engagement on the Project;
 - iv) inclusive of any locally recognised public holidays;
 - v) inclusive of private transport costs; and
 - vi) inclusive of all escalators for the term of this Contract; BUT
 - vii) exclusive of any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor;
- (b) Mobility Allowance, if any; and
- (c) Special Location Allowance, if any.

7.5 Leave accrued during the assignment for Long Term Advisers shall be deemed to be taken in the 12 month period it falls due and cannot be accumulated or paid out.

Short Term Adviser Costs (Specified Personnel)

- 7.6 For each Short Term Adviser, AusAID shall pay the Contractor, (period specified in Services Order) on a reimbursable basis in arrears, the following items:
- (a) the Daily Remuneration Rate in accordance with the Job Level and Professional Discipline Category specified in the position Terms of Reference and calculated in accordance with the Adviser Remuneration Framework. The Daily Remuneration Rate shall be:
 - i) inclusive of base salary; and
 - ii) inclusive of superannuation levy, if any; BUT
 - iii) exclusive of any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor.

Adviser Support Costs

- 7.7 AusAID shall pay the Contractor, (period specified in service order) on a reimbursable basis in arrears Adviser Support Costs including the following items:
- (a) any reasonable costs related to security;
 - (b) work related travel and accommodation costs at the rates determined by AusAID from time to time;
 - (c) reasonable costs for medical insurance;
 - (d) expenses associated with Housing Costs for Long Term Advisers. Long Term Advisers with spouses or partners who are already in receipt of an expatriate accommodation allowance will not be eligible to reimbursement for Housing Costs;
 - (e) fixed, non-acquittable per diems in accordance with the rates prescribed by AusAID for the relevant location for Short Term Advisers; and
 - (f) mobilisation/demobilisation costs for Long Term Advisers including all reasonable one-off costs associated with mobilisation and demobilisation including any necessary medical clearances and inoculations; uplift of effects; passport and visa costs; storage; and the cost of one return international flight from home location for the Long Term Adviser and Dependents.
- 7.8 The cost of any airfares will be reimbursed at the cost of economy class for each flight sector of four (4) hours or less and business class for each flight sector greater than four (4) hours duration. Any travel undertaken at cheaper rates (e.g. discount fares) does not entitle the Contractor to reimbursement of the cost of any higher class of travel. Travel must be via the most direct and cost effective route. A 'flight sector' means from any one flight departure point to any one flight landing point.

- 7.9 Adviser Support Costs will be reimbursed at cost on a (period specified in Services Order) basis in arrears within thirty (30) days of AusAID's receipt of a correctly rendered invoice.

8. ANNUAL ESCALATORS FOR EXTENSIONS

- 8.1 If AusAID exercises the option to extend the term of this Deed, the inflator applicable for any extension period will be calculated using the tabled rates specified in Tables at **Annex 1** to **Services Order 1, 2 and 4** (or its replacement) plus the escalators in **Table 2** below.
- 8.2 For non-**SGP, SNP and Property Management Services Orders**, Core Management costs will be negotiated on a case-by-case basis taking into account the required term of the Services Order. No annual escalator need apply.

Table 2 – Escalators for PART A

	Annual Escalator
Annual Management Fee	XX%
Monthly Personnel Costs In-Country	ZZ%
Regular Allowances and Support Costs (In-Country Personnel)	AA%
One-off Costs (In-Country Personnel)	BB%
Office Operational Costs	CC%

9. MANAGEMENT FEES AND MILESTONE EVENTS

- 9.1 AusAID shall pay the DSSPNG Management Fee in instalments; The Annual Management Fee (or part thereof) shall be reflected as follows:
- (a) sixty (60) percent to be paid monthly in arrears on receipt of a valid invoice, and
 - (b) forty (40) percent retained to be paid on the satisfactory achievement of a Milestone Event as specified in a Services Order.
- 9.2 Milestone Events will comprise of:
- (a) satisfactory completion of Plans, Reports and Manuals; and
 - (b) Contractor Performance Assessments against the Minimum Services Standards which are linked to Key Performance Indicators (see **Part E** of **Part 4**).
- 9.3 The Contract Manager will provide quarterly ratings for each KPI in accordance with **Table 3** below.

Table 3 – Key Performance Indicators (KPIs) for Services Order 1 and 4

	KPI	Measure –
Core Management Performance	Communications and Information Management	2% of 20%
	Financial Management	2% of 20%
	Security Management	2% of 20%
	Property Management	2% of 20%
	Vehicle and other Assets	2% of 20%
	Total Core Management	10% of 20%
Deployee/Property Support Services	Pre-Deployment	2% of 20%
	Mobilisation	2% of 20%
	Deployment	2% of 20%
	Demobilisation	2% of 20%
	Post-Deployment	2% of 20%
	Total Deployee/Property Support Service Provision	10% of 20%
TOTAL		20% of 20%

10. PART B – REIMBURSABLE COSTS FOR DEPLOYEE SUPPORT SERVICES

- 10.1 AusAID shall reimburse the Contractor on a (period specified in Services Order) basis in arrears, for the actual costs of services provided for the direct provision of services to Deployees under **Part 4** and **Annex A** to **Part 4** up to the amount agreed by AusAID in the approved, relevant, Services Order.
- 10.2 Reimbursable Costs for the direct provision of services to Deployees will be paid for the following non-core management services in the Tables in **Annex A** to **Part 4** except where they are provided for under Core Management Services:
- (a) Security;
 - (b) Preparations and Mobilisation;
 - (c) Residential Accommodation;
 - (d) Work Related Travel and Movement Control;
 - (e) Support for managing Deployee Operational Budgets (SGP Services Order 1 only);
 - (f) Communications: including providing radio, mobile/satellite phone, landline, mail services, internet connection and email (as appropriate);
 - (g) Health: provision of general information on health risks and services;
 - (h) Insurance: provision of medical and other insurances where Deployees are not already insured through an existing insurance policy;
 - (i) Work Related Assets and Vehicles for Deployees;
 - (j) Demobilisation;
 - (k) Procurement: within the scope of a deployment activity;
 - (l) Recruitment: within the scope of a deployment activity;
 - (m) Pastoral Care; and
 - (n) Other Ad Hoc Services as agreed and approved by AusAID in writing and included in the Scope of this Contract.

11. PART B – REIMBURSABLE COSTS FOR PROPERTY MANAGEMENT SERVICES

- 11.1 AusAID shall reimburse the Contractor on a (period specified in Services Order) basis in arrears, for the actual costs of services provided for the direct provision of Property Management Services to Deployees under **Part 4** and **Annex A** to **Part 4** up to the amount agreed by AusAID in the approved, relevant, Services Order/Tasking Note.
- 11.2 Reimbursable Costs for the direct provision of services to Deployees will be paid for the following non-core management services in the Tables in **Annex A** to **Part 4** except where they are provided for under Core Management Services:

- (a) Insurances;
- (b) Pre-Residency costs;
- (c) Repairs to Property;
- (d) Repairs to Whitegoods;
- (e) Procurement within the scope of services;
- (f) Residential Property;
- (g) Post Residency costs;
- (h) Utilities; and
- (i) Other Ad-Hoc Services as agreed and approved by AusAID in writing and included in the Scope of this Contract.

11.3 The Contractor must maintain a Register of Assets in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions) in the format provided in the Table Asset Register in **Annex 1** to **Part 8**.

12. FOREIGN EXCHANGE TRANSACTIONS

12.1 Foreign Exchange transactions must be conducted in accordance with the provisions of the Standard Contract Conditions **Clause 21 – Payment**.

13. CLAIMS FOR PAYMENT

13.1 The Contractor's tax invoice must be submitted when due pursuant to this Part in a form identifiable with the Services.

13.2 All tax invoices must include a certification by a Company director of the Contractor, or their delegate:

- (a) that the invoice has been correctly calculated;
- (b) that the Services included in it have been performed in accordance with the Contract; and
- (c) that the invoice is addressed to the DSSPNG Contract Manager – AusAID Canberra.

13.3 All claims for payment must be **made out to:**

Chief Finance Officer
Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601

13.4 Tax invoices should be sent to the above address. Alternatively, AusAID will accept electronic tax invoices. These can be sent to accountsprocessing@ausaid.gov.au

13.5 Invalid invoices will be returned to contractors. Information on what constitutes a valid tax invoice can be found at <http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm>

SCHEDULE 3A - DEED OF CONFIDENTIALITY

THIS DEED POLL is made on the _____ day of []

in favour of **COMMONWEALTH OF AUSTRALIA** represented by the Australian Agency for International Development ("**AusAID**").

BY [Insert name and address of Recipient] (the "**Recipient**").

RECITALS

- A. AusAID and **Contractor's Name** (the "**Contractor**") have entered into a Contract for the purpose of a project in **Country**.
- B. The Recipient has been engaged by the Contractor to work on the project.
- C. The Recipient will, in carrying out that work, be given access to Confidential Information.
- D. AusAID requires the Recipient to enter into this Deed in relation to use of Confidential Information.

THE RECIPIENT DECLARES AS FOLLOWS:

1. INTERPRETATION

In this Deed, unless the contrary intention appears:

‘Confidential Information’ means information that:

- (a) is designated by AusAID as confidential; or
- (b) the Recipient knows or ought to know is confidential,

but does not include information which:
- (c) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality; or

“Personal Information” has the same meaning as in the *Privacy Act 1988*.

2. CONFIDENTIAL INFORMATION

2.1 The Recipient acknowledges and agrees that:

- (a) the Confidential Information is confidential and that any Confidential Information disclosed to the Recipient is disclosed to the Recipient only pursuant to the terms of this undertaking;
- (b) it must not, other than with the prior written approval of the Commonwealth, use, disclose, divulge or deal with any Confidential Information, nor allow any act, matter or thing to be done or occur whereby any Confidential Information may be ascertained or used by, or disclosed or communicated to, any other person, except in accordance with the terms of this undertaking; and
- (c) improper use or disclosure of Confidential Information would damage the Commonwealth.

3. RESTRICTIONS ON USE

3.1 The Recipient must:

- (a) keep the Confidential Information, and all documents containing, or referring to, any Confidential Information, under effective control of the Recipient;
- (b) not use or reproduce any document containing, or referring to, any Confidential Information, nor allow any other person to use or reproduce any such document;
- (c) take all reasonable steps to ensure that Confidential Information, and all documents containing, or referring to, any Confidential Information, are protected at all times from any unauthorised use, disclosure or access and immediately notify the Commonwealth if the Recipient becomes aware of any unauthorised access to, or use or disclosure of, any Confidential Information;
- (d) if required at any time by the Commonwealth to do so, deliver up to the Commonwealth, or destroy, all Confidential Information, including all documents containing, or referring to, any Confidential Information, in the possession, custody or control of the Recipient; and
- (e) if required by the Commonwealth:
 - (i) permit the Commonwealth reasonable access to the Recipient's premises and information management systems to ensure or check compliance with this undertaking; and
 - (ii) provide to the Commonwealth a statutory declaration of an officer of the Recipient stating that **Clause 3.1(e)** has been complied with.

4. PERSONAL INFORMATION

4.1 The Recipient agrees, with respect to all Personal Information acquired by it during the performance of the Contract, to abide by the provisions of the *Privacy Act 1988* as if the

Recipient were an “Agency” as defined by that Act.

5. SURVIVAL OF OBLIGATIONS

5.1 The obligations in this Deed are perpetual.

EXECUTED as a deed poll.

SIGNED, by the Recipient in the presence)
of:)
Signature of

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

SCHEDULE 3B – CONFIDENTIAL INFORMATION

Confidential Information identified by AusAID

Description	Period of Confidentiality
<insert clause reference and brief description or insert “not applicable”>	

Confidential Information identified by Contractor

Description	Period of Confidentiality
<insert clause reference and brief description or insert “not applicable”>	

SCHEDULE 4 – CHILD PROTECTION CODE OF CONDUCT

I, *[insert name]*, agree that while implementing AusAID-funded aid activities, I will:

- treat children with respect regardless of race, colour, sex, 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 in any form of sexual activity or acts, 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 my 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 I must obtain my supervisor's permission, and ensure that another adult is present if possible
- use any computers, mobile phones, or video and digital cameras appropriately, and never to exploit or harass children or to access child pornography through any medium (see also 'Use of children's images for work related purposes')
- refrain from physical punishment or discipline of children (excluding my own children)
- refrain from hiring 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 abuse in accordance with appropriate procedures.

Use of children's images for work related purposes

When photographing or filming a child for work related purposes, I must:

- before photographing or filming a child, assess and endeavour to comply with local traditions or restrictions for reproducing personal images
- before photographing or filming a child, obtain consent from the child or a parent or guardian of the child. As part of this I 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
- ensure file labels do not reveal identifying information about a child when sending images electronically.

SCHEDULE 5A – CONTRACTOR PERFORMANCE ASSESSMENT

NOTE TO USER: Contractor Performance Assessments are mandatory for all aid-related AusAID contracts valued at AUD10,000 or more and must be completed either annually (for contracts longer than one year) or on completion (for shorter contracts). This form is intended to assist and record the assessment of a contractor firm. It is intended for completion by AusAID staff only.

The Contractor and Adviser Performance Assessments Guideline provides further information on this process, including who in AusAID should conduct the assessment.

Do not use this form to assess the performance of an individual Adviser. A separate Adviser Performance Assessment form for these assessments is available here.

The completed Contractor Assessment must be provided to the Contractor and the Contractor must be provided at least 28 days in which to make written comment and sign the form. Where a Contractor disputes any part of the assessment, refer to the section “Disputes” below.

There are 18 questions in the assessment sheet. Only answer questions that are relevant for the contract under assessment. To obtain an average score in the final question, add all scores together and divide by the number of questions answered. If a score for all 18 questions was entered, the entry for Overall Rating would be the total divided by 18. Answers of “N/A” are not counted – for example, if a score was entered for 14 questions and “N/A” for four, the Overall Rating would be the total divided by 14.

The original of the completed assessment can be kept on the activity file. A copy must be sent to ASPP either by internal mail or to contractor.performance@ausaid.gov.au

NOTE AND PRIVACY STATEMENT FOR CONTRACTOR: You are required to sign this assessment within 28 days of receipt, and are entitled to respond to any issues raised in it. Any responses must be in writing and returned to the AusAID within 28 days together with the signed copy of the assessment. Failure to respond within 28 days is deemed to indicate your acceptance of the assessment.

AusAID may seek the views of Partner Government personnel involved in the activity in making this assessment.

A copy of this assessment and your response (if you choose to make one) will be provided to the relevant section of AusAID for placement on your performance file and on a performance register available to AusAID staff. Information from the assessment, including your response, can be used by AusAID as part of any future contractor selection process including consideration by Tender Assessment Panels convened by AusAID to evaluate tender proposals. The assessment is considered current for a period of five (5) years from the date of signature and may be referred to within that period.

Information from the assessment, including your response, may also be provided to relevant Partner Government personnel, only for the purpose of a Partner Government managed procurement exercise using AusAID funds.

A consistent record of *Very Good* to *Outstanding* performance will be considered highly in future AusAID adviser selections.

A record of underperformance (defined as an overall rating of “Less than Satisfactory” or below in any AusAID activity over the past five (5) years or equivalent assessments from other referees/clients) will be taken into account if you are considered for future work with AusAID.

DISPUTES: Where contractor disputes any ratings or comments, the AusAID Agreement Manager will escalate the assessment to the responsible AusAID Director or Counsellor. AusAID will make all reasonable attempts to resolve disputes at this level before the assessment is finalised. AusAID’s complaints policy may be used where attempts to resolve disputes are unsuccessful.

Further information on handling disputes is available for AusAID staff in the Contractor and Adviser Performance Assessments Guideline.

CONTRACTOR PERFORMANCE ASSESSMENT

Contractor/Facility:	
Agreement No.:	Activity:
Activity Manager:	Country:
Contract Period from until	Date of Assessment:
Nature of Assignment:	

Contractor Performance Ratings:

1	Very Weak	Serious underperformance, not meeting most contract/terms of reference deliverables	
2	Weak	Major effort needed to improve delivery of core responsibilities identified in the contract/terms of reference; AusAID very hands on in managing areas where contractor is not delivering	
3	Less than satisfactory	Effort needed to improve delivery of one or more core responsibilities identified in the contract/terms of reference	
4	Satisfactory	Minor effort needed to improve delivery of some areas of responsibility identified in the contract/terms of reference	
5	Very Good	All responsibilities identified in the contract/terms of reference delivered efficiently and effectively	
6	Outstanding	All responsibilities identified in the contract/terms of reference delivered with a high degree of efficiency and effectiveness, efficiently, and proactive steps taken to achieve outcomes above and beyond identified responsibilities	
Assessment Criteria		Performance Rating*	Comments
1.	In-Australia management and administrative support – includes: ability to plan and administer activities in accordance with the contract, Support services provided to the in-country team; Regular monitoring and engagement with the in-country team		
2.	In-country management and administrative support – includes: Management responsiveness, particularly to policy change and development context; Appropriate planning and monitoring of activities; Quality of advice to AusAID and other stakeholders, where appropriate		
3.	Relationship with AusAID – includes: Cooperation in all matters relating to the contract; Open and honest in addressing problems; Regular communication and updates		
4.	Activity financial management – includes: Responsiveness to AusAID’s requests for financial information; Ability to deliver services within budget; Accuracy of financial information, including invoices, acquittals and forward estimates		
5.	Risk management – includes: Proactively and promptly identifies and informs AusAID of substantive issues likely to adversely affect timing, cost or quality of services; Provides recommendations for actions to manage risks		
6.	Quality of stakeholder communication – includes: Feedback received from partner government (& other development partners where appropriate) on satisfaction with consultation and services provided; Time and effort invested in developing relationships with counterparts and key stakeholders		
7.	Continuous improvement – includes: Proactively identifies areas for improvement of activity and applies lessons learnt		
8.	Quality of planning documentation – includes: Timely submission of documentation which meets counterpart/stakeholder requirements; Documentation does		

<i>not require multiple re-writes</i>		
9. Attention to AusAID's policies – includes Evidence of plans, monitoring and results which show progress towards AusAID's aid policy commitments (e.g. gender, environment, child protection)		
10. Performance of team leader – includes Effective communication and leadership; Achieves results against contracted responsibilities; Relationship with stakeholders; Management of team		
11. Performance of other key activity personnel – includes: Achieves results against contracted responsibilities; Relationship with stakeholders		
12. Ability to maintain quality project personnel – includes: Suitability of staff; Staff turnover levels		
13. Timeliness in replacing activity personnel – includes: Minimal disruption; Proactively informs AusAID of staff changes; Satisfactory recruitment process		
14. Managing underperformance, where appropriate – includes: Quality of management control of personnel performance; Timely identification of issues with personnel and proactively proposing solutions; Willingness to replace personnel where necessary		
15. Quality and timeliness of activity milestones/ deliverables – includes: Achieves milestones/deliverables within the set timeframe; Strategies for managing delays; Documentation supplied (e.g. milestone reports, M&E frameworks) meets quality standards set by AusAID		
16. Quality of monitoring and evaluation (M&E) – includes: Effectively measures and reports on activity progress; M&E framework (or equivalent) has clearly defined and measurable objectives; M&E framework (or equivalent) has effective quantitative and qualitative indicators		
17. Appropriately addressing sustainability (i.e., continuation of benefits/outcomes after external support is removed) – includes Understanding of key factors promoting or inhibiting sustainability and a strategy for promoting sustainability; Appropriately preparing for transition following completion of the activity; Where appropriate, demonstrates strengthening of partner government systems		
18. Responsiveness to AusAID – includes: Timely response to AusAID requests and instructions; Ability to respond to unexpected requests; Acceptance of AusAID decisions		
Overall Rating (average of all scores)	Choose from list - round to nearest figure	

<p><i>AusAID Activity Manager Name</i></p> <p>Date:</p> <p>Signature</p> <hr/>	<p><i>Company/Facility Representative Name</i></p> <p>Date:</p> <p>Signature</p> <hr/>
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SCHEDULE 5B – ADVISER PERFORMANCE ASSESSMENT

NOTE TO USER: Adviser Performance Assessments are mandatory for all AusAID Adviser engagements, and must be conducted either annually (for engagements longer than one year) or on completion (for shorter engagements). This form is intended to assist and record the assessment of an Adviser.

The Contractor and Adviser Performance Assessments Guideline provides further information on this process for AusAID staff.

This form may be used by AusAID staff or by a Managing Contractor (MC), depending on who is responsible under the Contract for managing the Adviser's performance. Where an MC conducts the assessment, the AusAID officer responsible for managing the activity must receive a copy and sign it. Where an AusAID officer assesses an Adviser engaged by an MC, the MC must receive a copy and sign it.

In all cases, the completed Adviser Assessment must be provided to the Adviser and the Adviser must be given 28 days in which to make written comment and sign the form.

Do not use this form to assess the performance of the firm or facility for which an adviser may be working for or contracted to. A separate form for these assessments is available here.

There are 6 questions in the assessment sheet. Only answer questions that are relevant having regard to the Adviser's terms of reference. To obtain an average score in the final question, add all scores together and divide by the number of questions answered. If a score for all 6 questions was entered, the entry for Overall Rating would be the total divided by 18. Answers of "N/A" are not counted – for example, if a score was entered for 14 questions and "N/A" for one, the Overall Rating would be the total divided by 14.

The original of the completed assessment can be kept on the activity file. A copy must be sent to ASPP either by internal mail or to contractor.performance@ausaid.gov.au

NOTE AND PRIVACY STATEMENT FOR ADVISER: You are required to sign this assessment within 28 days of receipt. You are entitled to respond to any issues raised in this assessment. Any responses must be in writing and returned to the party responsible for conducting the assessment (ie AusAID or your Managing Contractor) within 28 days of receipt together with the signed copy of the assessment. Failure to respond within 28 days of receipt is deemed to indicate your acceptance of the assessment.

AusAID or the Managing Contractor may also seek the views of Partner Government personnel involved in the activity in making this assessment.

A copy of this assessment and your response (if you choose to make one) will be provided to the relevant section of AusAID for placement on your performance file and on a performance register available to AusAID staff. Information from the assessment, including your response, can be used by AusAID as part of any future adviser selection process including but not limited to consideration by Tender Assessment Panels convened by AusAID to evaluate tender proposals. The assessment is considered current for a period of five (5) years from the date of signature and may be referred to within that period.

Information from the assessment, including your response, may also be provided to relevant Partner Government personnel, only for the purpose of a Partner Government managed procurement exercise using AusAID funds.

A consistent record of *Very Good* to *Outstanding* performance will be considered highly in future AusAID adviser selections.

A record of underperformance (defined as an overall rating of "Less than Satisfactory" or below in any AusAID activity over the past five (5) years or equivalent assessments from other referees/employers) will be taken into account if you are considered for future work with AusAID.

DISPUTES: If an adviser disputes any ratings or comments, the AusAID Agreement Manager or Managing Contractor who conducted the assessment will escalate the assessment to the responsible AusAID Director or

Counsellor. AusAID will make all reasonable attempts to resolve disputes at this level before the assessment is finalised. AusAID's complaints policy may be used where attempts to resolve disputes are unsuccessful.

Further information on handling disputes is available for AusAID staff in the Contractor and Adviser Performance Assessments Guideline.

Adviser Name:	Adviser Firm or Facility:	
Activity:	Agreement No.:	ARF level: Choose from list
Activity Manager:	Country:	
Engagement Period from until	Assessment date:	
Nature of Assignment:		

Adviser Performance Ratings

1	<i>Very Weak</i>	Serious underperformance, not meeting most contract/terms of reference deliverables
2	<i>Weak</i>	Major effort needed to improve delivery of core responsibilities identified in the contract/terms of reference; AusAID very hands on in managing areas where contractor is not delivering
3	<i>Less than satisfactory</i>	Effort needed to improve delivery of one or more core responsibilities identified in the contract/terms of reference
4	<i>Satisfactory</i>	Minor effort needed to improve delivery of some areas of responsibility identified in the contract/terms of reference
5	<i>Very Good</i>	All responsibilities identified in the contract/terms of reference delivered efficiently and effectively
6	<i>Outstanding</i>	All responsibilities identified in the contract/terms of reference delivered with a high degree of efficiency and effectiveness, efficiently, and proactive steps taken to achieve outcomes above and beyond identified responsibilities

	<i>Assessment Criteria</i>	<i>Performance Rating*</i>	<i>Comments*</i>
1.	Understanding of the requirements of Terms of Reference or Scope of Services		
2.	Awareness and response to assignment risks, issues and problems		
3.	Effectiveness of communications with counterparts, AusAID and other stakeholders		
4.	Responsiveness to requests and instructions		
5.	Quality of contract milestones & deliverables (including reports, assessments & advice)		
6.	Assignment completed within time and budget		
7.	Overall rating (average of all scores)		

Ratings of 1 (Very Weak), 2 (Weak), 3 (Less than Satisfactory) or 6 (Outstanding) **must** be supported by further comments.

<i>AusAID Activity Manager Name</i>	<i>Company/Facility Representative Name (where applicable)</i>	<i>Adviser Name</i>
Date:	Date:	Date:
Signature _____	Signature _____	Signature _____

SCHEDULE 6 – ADVISER REMUNERATION FRAMEWORK

1. How to use the Framework:

- 1.1 Determine whether a short term (< 6 consecutive months) or long term (> 6 consecutive months) advisory input is needed.
- 1.2 Identify the expertise – the professional discipline – required (see table A below).
- 1.3 Identify the level of responsibility – the job level – the adviser will have (see table B below).
- 1.4 Examine the candidate's CV and any past contractor performance assessments/references.
- 1.5 Go to table C (short term rates) or table D (long term rates) to determine the appropriate pay point for the preferred candidate – this should fall between the Entry Rate and the Market Reference Point (MRP) – the MRP is the competitive point for each discipline and job level. The approval of a DDG is required to negotiate a pay point above the MRP.

Note:

- (A) The remuneration tables strictly comprise the monthly or daily remuneration component of the adviser and do not include overheads, allowance, support costs or profit.
- (B) The Long Term Rates and short term rates detailed in Tables C and D are inclusive of superannuation guarantee contribution, if any
- (C) The Long Term Rates are inclusive of up to twenty (20) days leave per 12 month period.

A. Professional Discipline Categories

Discipline Group A		Discipline Group B	
<i>General Administration and Corporate Services</i> Administrative Services Contracting and purchasing Facilities/Travel Program Budgeting Administrative Services Printing/Graphics & Cartography Program Budgeting Human resources administration Financial management Public affairs and communication	<i>Data and Information Services</i> Documentation and Records Management Computers/Communications & Technical Support, incl: <i>Hardware, software and training</i> Web maintenance/Homepage design	<i>Agriculture/Rural Development</i> Agricultural Extensions Agro Industry/Agribusiness Management Agronomy Fisheries Forestry Livestock Natural Resource Management Tree Crops	<i>Information Systems</i> Communications Data Communications and Infrastructure, incl: <i>Network administration</i> <i>Voice communications</i> Systems software design & implementation Large scale data management - <i>System design</i> IT Engineering
	<i>Accounting, Audit and Statistics</i> Accounting Internal Audit Statistics	<i>Public Health</i> Nutrition Nursing Occupational Health	<i>Logistics</i> <i>Education</i> Education Training
		<i>Social and Political Science</i> Gender/Women in Development Public sector management/public policy Social sciences/anthropology Social/Political sciences Sociology, incl: <i>Gender</i> <i>Indigenous People</i>	

		<i>Public Administration</i> <i>Resettlement/reconstruction</i> <i>Social Assessment & Participation</i> Human Resources Development
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Discipline Group C		Discipline Group D	
<i>Biological Sciences and Ecology</i> Biological Sciences and ecology Biotechnology Environmental Management, incl: <i>Assessment/Monitoring</i> <i>Biodiversity</i> <i>Climate change</i> <i>Waste</i> <i>Natural resources</i> <i>Pollution</i> <i>Project Management</i> Country Operations Management Project monitoring, operations & evaluation Design <i>Legal (General)</i> <i>Medicine (General)</i>	Economics/financial analysis Economics/financial analysis, incl: <i>Project feasibility study</i> <i>Sector study</i> Econometrics modelling Environmental economics Fiscal International trade/Finance Labour economics/employment Macro-economics (including policy) Management accounting Micro-economics Monetary Poverty Procurement / Public Financial Management <i>Industry</i> Mining Geology Petroleum Gas Power Telecommunications	<i>Finance and Investment (specialised)</i> Banking Build Operate Transfer (sectoral/country level) Capital Markets Finance/Fund Management/Cofinance Guarantee/Insurance International trade Investment Public/Private Partnerships Sector Pricing/Tariffs Specialised Finance (insurance, social security, pension schemes)	<i>Legal (specialised)</i> Deregulation Judicial Strengthening & Regulation <i>Institutional reform</i> Organisational planning and management Strategy development Private sector development and restructuring Private Sector Development/Privatisation Public enterprise management and restructuring
<i>Engineering</i>			

Architecture	Transportation, incl:		
Chemistry	<i>Highways, Ports, Railway</i>		
Carbon market	Water/Sanitation/Environmental Services, incl:		
Clean development mechanisms	<i>Environmental Services</i>		
Energy	<i>Rural Water and Sanitation</i>		
Environmental engineering	<i>Sector Reform (Regulation & Policy)</i>		
	<i>Urban water & sanitation, utility management</i>		

B. Job Level Descriptions

Level	Description	Indicative requirements
1	Performs a variety of research and analytical tasks requiring independent initiative. However, the overall direction of the work is clearly defined and forms a component of a larger project. Work is performed under guidance. Contacts with counterparts predominantly at the administrative level.	<ul style="list-style-type: none"> - Up to 5 years relevant experience in one or more professional disciplines, or equivalent combination of relevant education and experience. - Theoretical base in subject area, with ability to translate theory into practice - Thematic/regional knowledge (where required)
2	Performs professional level analysis or research requiring technical skills and independent initiative within a well-defined program of work. Works with limited supervision. Contacts with counterparts predominantly at a working level.	<ul style="list-style-type: none"> - 5 or more year's relevant experience in one or more professional disciplines, or equivalent combination of relevant education and experience. - Thorough knowledge of functional area, combining a broad grasp of relevant theory and principles - Ability to participate in multi-disciplinary teams and to work independently. - Strong thematic/regional knowledge (where required)
3	Provides informed technical or policy advice and or advises on complex program. Ability to coordinate contributions of other specialists to complete a joint project. Recognised as an expert in the field with appropriate academic qualifications and substantial professional experience. Contacts with counterparts predominantly at strategic/management level.	<ul style="list-style-type: none"> - 10 or more years relevant experience in one or more professional disciplines, or equivalent combination of relevant education and experience. - Strong theoretical base in subject area, with ability to translate theory into practice - Leadership with ability to function as team leader and ability to coach and mentor more junior staff. - Thematic/regional expertise (where required)
4	Acts as a senior adviser on major policy work or is responsible for leading complex projects/programs, usually involving the participation of one or more multidisciplinary teams. Strong academic background and or internationally recognised professional status in the field. Extensive relevant professional experience including at senior advisory or managerial levels. Contacts with counterparts predominantly at strategic/management level.	<ul style="list-style-type: none"> - 10 or more year's professional experience or equivalent combination of education and experience. - Outstanding theoretical base in subject area, with ability to conceptualise, design and implement major projects and to produce major/complex reports or studies. - Outstanding thematic/regional expertise (where required) - Demonstrated professional leadership and ability to lead a team of professionals and ability to coach and mentor more junior staff.

C. Short-term Adviser Remuneration Tables

Discipline Group A

Job level	AUD - daily remuneration rates				Premium rates	Maximum
	Entry rate	Years of relevant experience	Years of relevant experience	MRP		
1	308	← Up to 2 →	← >2 to 5 →	385	← →	462
2	408	← Up to 5 →	← >5 to 10 →	510	for advisers with an outstanding performance history	612
3	540	← Up to 10 →	← >10 to 15 →	674	or for scarce skills	809
4	618	← Up to 15 →	← >15 →	773	← →	928

Discipline Group B

Job level	AUD - daily remuneration rates				Premium rates	Maximum
	Entry rate	Years of relevant experience	Years of relevant experience	MRP		
1	302	← Up to 2 →	← >2 to 5 →	378	← →	454
2	436	← Up to 5 →	← >5 to 10 →	545	for advisers with an outstanding performance history	654
3	565	← Up to 10 →	← >10 to 15 →	707	or for scarce skills	848
4	649	← Up to 15 →	← >15 →	811	← →	973

Discipline Group C

Job level	AUD - daily remuneration rates				Premium rates	Maximum
	Entry rate	Years of relevant experience	Years of relevant experience	MRP		
1	318	← Up to 2 →	← >2 to 5 →	398	← →	478
2	433	← Up to 5 →	← >5 to 10 →	541	for advisers with an outstanding performance history	649
3	593	← Up to 10 →	← >10 to 15 →	742	or for scarce skills	890
4	682	← Up to 15 →	← >15 →	853	← →	1024

Discipline Group D

Job level	AUD - daily remuneration rates				Premium rates	Maximum
	Entry rate	Years of relevant experience	Years of relevant experience	MRP		
1	354	← Up to 2 →	← >2 to 5 →	443	← →	531
2	491	← Up to 5 →	← >5 to 10 →	614	for advisers with an outstanding performance history	737
3	679	← Up to 10 →	← >10 to 15 →	849		1018
4	774	← Up to 15 →	← >15 →	968	← →	1161

D. Long-term Adviser Remuneration Tables

Discipline Group A

Job level	AUD - monthly remuneration rates				Premium rates	Maximum
	Entry rate	Years of relevant experience	Years of relevant experience	MRP		
1	5,658	← Up to 2 →	← >2 to 5 →	7,073	← →	8,488
2	7,482	← Up to 5 →	← >5 to 10 →	9,353	for advisers with an outstanding performance history	11,224
3	9,918	← Up to 10 →	← >10 to 15 →	12,398		14,878
4	11,322	← Up to 15 →	← >15 →	14,152	← →	16,983

Discipline Group B

Job level	AUD - monthly remuneration rates				Premium rates	Maximum
	Entry rate	Years of relevant experience	Years of relevant experience	MRP		
1	5,590	← Up to 2 →	← >2 to 5 →	6,988	← →	8,386
2	8,061	← Up to 5 →	← >5 to 10 →	10,076	for advisers with an outstanding performance history	12,091
3	10,412	← Up to 10 →	← >10 to 15 →	13,015		15,619
4	11,907	← Up to 15 →	← >15 →	14,883	← →	17,860

Discipline Group C

Job level	AUD - monthly remuneration rates				Premium rates	Maximum
	Entry rate	Years of relevant experience	Years of relevant experience	Maximum		
1	5,887	← Up to 2 →	6,623	← >2 to 5 →	7,358	8,830
2	8,026	← Up to 5 →	9,029	← >5 to 10 →	10,032	12,039
3	10,946	← Up to 10 →	12,314	← >10 to 15 →	13,683	16,419
4	12,545	← Up to 15 →	14,114	← >15 →	15,682	18,818

Discipline Group D

Job level	AUD - monthly remuneration rates				Premium rates	Maximum
	Entry rate	Years of relevant experience	Years of relevant experience	MRP		
1	6,601	← Up to 2 →	7,426	← >2 to 5 →	8,251	9,901
2	9,156	← Up to 5 →	10,301	← >5 to 10 →	11,445	13,734
3	12,620	← Up to 10 →	14,197	← >10 to 15 →	15,774	18,929
4	14,335	← Up to 15 →	16,127	← >15 →	17,918	21,502

2. Treatment of Allowances and Expenses

2.1 AusAID pays the following allowances and expenses to Long Term Advisers:

Mobility allowance: intended to even out the effect of cost of living differences and to compensate expatriates for other impacts associated with agreeing to leave their home country. This allowance is calculated as a percentage of salary using the Adviser Remuneration Calculator. The Mobility Allowance will also vary depending on whether the adviser is accompanied or unaccompanied. This allowance is paid at AusAID's discretion where the adviser has demonstrated that they do not usually reside in the country where they will be required to work.

Special Location allowance: this is a country specific income supplement for locations specified by AusAID in its overseas conditions of service. Eligible locations are currently Baghdad, Kabul, Oruzgan Province, Islamabad and remote localities outside capital cities as determined by AusAID. Rates are paid in accordance with the Adviser Remuneration Calculator.

Adviser Support Costs: cover work related expenses and will be payable as specified in the Basis of Payment.

Housing Costs for Long Term Advisers

Housing Costs for Long Term Advisers are capped and reimbursed **at cost**. Housing Costs are **not** payable if a spouse/partner is already receiving reimbursement for housing costs from AusAID or another employer.

Housing Costs are not paid to Short Term Advisers, who instead are able to charge for the costs of short term travel in accordance with the rates specified by AusAID from time to time.

The table below sets out maximum monthly accommodation rates by city, and is updated annually based on location-specific market data for rental accommodation. The rates reflect the monthly rental cost of an expatriate-standard mid-range three bedroom apartment.

For a number of locations, reliable market data for rental accommodation is not available. For these locations, advisers should obtain at least three quotes demonstrating a reasonable effort to obtain accommodation at the standard described above. The lowest-cost quote can be approved. Records must be kept to allow verification that this process has been followed.

Advisers may choose to rent accommodation at a higher rate than appears in the chart for the relevant location. Excess rental costs will be at the adviser's own expense and will not be reimbursed.

Country	City	Local Currency	Cap – local Currency Per month
Cambodia	Phnom Penh	USD	2,500
China	Beijing	USD	4,400
Fiji	Suva	FJD	4,250
Ghana	Accra	USD	1,900
India	New Delhi	INR	125,000
India	Calcutta	INR	120,000
India	Mumbai	INR	220,000
Indonesia	Jakarta	USD	3,000
Kenya	Nairobi	KES	85,000
Maldives	Male	MVR	30,000

Country	City	Local Currency	Cap – local Currency Per month
Nepal	Kathmandu	NPR	110,000
Papua New Guinea	Port Moresby	PKG	25,000
Philippines	Manila	PHP	145,000
Senegal	Dakar	XOF	930,000
Solomon Islands	Honiara	SBD	25,000
South Africa	Johannesburg	ZAR	16,000
South Africa	Pretoria	ZAR	18,000
Sri Lanka	Colombo	USD	1,300
Thailand	Bangkok	THB	100,000
Tonga	Nuku'alofa	TOP	3,000
Trinidad & Tobago	Port of Spain	USD	4,500
Vanuatu	Port Vila	VOV	250,000
Vietnam	Hanoi	USD	3,200
Vietnam	Ho Chi Minh City	USD	3,050
Zimbabwe	Harare	USD	1,200

SCHEDULE 7 – DECLARATION OF STATUS

THIS DEED POLL is made on the _____ day of []

in favour of **COMMONWEALTH OF AUSTRALIA** represented by the Australian Agency for International Development ("**AusAID**").

BY [Insert name and address of Adviser] (the "**Adviser**").

RECITALS

- A. AusAID and **Contractor's Name** (the "**Contractor**") have entered into a Contract for the purpose of a project in **Country**.
- B. The Adviser has been engaged by the Contractor to work on the project.
- C. AusAID requires the Adviser to enter into this Deed in order to confirm their eligibility to receive allowances under AusAID's Adviser Remuneration Framework.

THE ADVISER DECLARES AS FOLLOWS:

1. INTERPRETATION

1.1 In this Deed:

"Dependant" means a person who:

- (a) has a close personal relationship with an Adviser;
- (b) shares accommodation or housing with an Adviser; and
- (c) who is provided with financial or domestic support by the Adviser.

"Partner" means a person who:

- (a) has a close personal relationship with an Adviser;
- (b) shares accommodation or housing with an Adviser; and
- (c) who provides the Adviser with financial or domestic support.

2. ADVISER STATUS

- 2.1 The Adviser [**does / does not**] usually reside in the location where they will be working on the project.
- 2.2 The Adviser [**is / is not**] accompanied by dependants.
- 2.3 The Adviser's dependants and/or partner [**are / are not**] in receipt of an expatriate housing allowance from the Commonwealth of Australia or any other employer.
- 2.4 The Adviser's dependants and/or partner:
 - (a) [**are / are not**] currently employed by AusAID or on an AusAID funded project; and
 - (b) [**are / are not**] in receipt of an allowance that recognises their accompanied status from the Commonwealth of Australia.
- 2.5 The Adviser must inform AusAID or the Contractor promptly if their status as described in this **Clause 2** changes.

3. PROOF OF STATUS

- 3.1 AusAID may, at any time, request the Adviser to give AusAID reasonable evidence to confirm the Adviser's status as described in **Clause 2**.
- 3.2 If AusAID makes a request under **Clause 3.1**, the Adviser must promptly comply with the request.

EXECUTED as a deed poll.

SIGNED, by the Adviser in the presence)
of:)
Signature of

.....
Signature of witness

.....
Name of witness
(Print)

jurisdiction to entertain any action in respect of, or arising out of, this Deed and the parties submit themselves to the jurisdiction of those courts.

6. For the purpose of this Deed, where an obligation of the Contractor under the Contract has not been performed, the Contractor shall be taken to have failed to perform that obligation notwithstanding that the Contractor has been dissolved or is subject to external administration procedures under chapter 5 of the *Corporations Law* or any other law.
7. The guarantee in this Deed is a continuing guarantee to AusAID until the obligations and liabilities of the Contractor under the Contract have in all respects been performed, observed and discharged.
8. The following notice arrangements apply:
 - (a) notice or other communication which may be given to or served on the Guarantor under this Deed shall be deemed to have been duly given or served if it is in writing, signed on behalf of AusAID and is either delivered by hand, posted or faxed or a copy transmitted electronically to the Guarantor or its agent at any registered office of the Guarantor or posted to the Guarantor's address set out above or such other address as is notified in writing to AusAID from time to time;
 - (b) a notice or other communication which may be given to or served on AusAID under this Deed shall be deemed to have been duly given or served if it is in writing, signed by or on behalf of the Guarantor and is either delivered by hand, posted or faxed or a copy transmitted electronically to AusAID at the address set out above or such other address as is notified in writing to the Guarantor from time to time;
 - (c) a notice sent by post shall be deemed to have been given at the time when, in due course of transmission, it would have been delivered at the address to which it is sent; and
 - (d) a notice sent by facsimile transmission or transmitted electronically shall be deemed to have been given when the machine on which the notice is sent reports that the notice has been transmitted satisfactorily.

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

In the presence of:
..... Name and Position
Signature of witness **(Print)**

.....
Name of witness (print)

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

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

PART 7 A
TEMPLATE FOR SERVICES ORDER 1 FOR AUSAID DEPLOYMENT
SUPPORT SERVICES FOR THE
STRONGIM GAVMAN PROGRAM (SGP)

Name of Contact Person]
[Position]
[Organisation]
[Address]
[Address]

<Insert Date>

Dear [Salutation and Name]

RE: Services Order No. 1 for the Deployment Support Services for the Strongim Gavman Program (SGP) in Papua New Guinea

You have agreed to provide services for the above project in accordance with AusAID Period Offer No. **xxxxx** titled **Deployee Support Services for Papua New Guinea**.

Attached is a Services Order issued under this Period Offer. This Services Order brings into existence a contract between AusAID and [Contractor's Name], ABN [xx xxx xxx xxx] to provide the Services outlined in the Period Offer and those specified under "Services" in the attached Services Order.

Please note that you are not required to sign or return the Services Order.

Yours sincerely

[Name]
[Position][Section]
FMA Act s.44 Delegate

SERVICES ORDER 1

This Services Order is issued by AusAID in accordance with the clause headed **Formation of Periodic Contracts** of the Period Offer Deed number **xxxxxx** between AusAID and [Contractor's Name], , and brings into existence a periodic contract between AusAID and the Contractor for the provision of the Services detailed below subject to the terms and conditions set out in **Parts A** and **B** of the Deed.

1. BACKGROUND

- 1.1 The Strongim Gavman Program (SGP) is an ongoing program which places Australian Government Officials as advisory support to senior levels of the PNG Government for 2-3 years on average. There are currently forty-two (42) advisers in Port Moresby and regional centres supported under the existing contract, with a notional cap of fifty (50) Advisers across PNG Government departments.

2. INTERPRETATION

- 2.1 All terms used in this Services Order 1 have the same meaning as is given to them in the Deed, unless the context otherwise requires.

3. TERM OF SERVICES ORDER

- 3.1 The term of this Services Order commences upon issue of this Services Order signed by AusAID being the date indicated at the end of this Services Order and continues until all obligations under this Services Order have been fulfilled or earlier notice of termination under this Services Order.
- 3.2 This Services Order is for a period of **fifteen (15) months** ending **30 June 2013**.
- 3.3 The Contractor must commence the Services no later than **1 April 2012** and must complete the Services by **30 June 2013**.

4. THE SERVICES

- 4.1 The Contractor shall provide the required Services in the terms of the phase of operation as follows, and **in accordance** with **Schedule 1** (Scope of Services).

5. DSSPNG PHASES

- 5.1 The DSSPNG has the following phases:
- (a) **Transition Phase** – the Transition Phase will be from **1 April 2012** to **30 April 2012**. During this Phase, the delivery of the Core Management Services and other Services will be transitioned from the existing contractor to the Contractor in accordance with the Transition Plan.

- (b) **DSSPNG Phase 1** – operations from the end of the Transition Phase until **31 March 2013**. The Contractor will be fully operational during this Phase and provide the following services to include:
 - A. Core Management Services:** performed on an ongoing basis including DSSPNG management, planning, monitoring and evaluation, and reporting.
 - B. Deployment Support Services:**
 - i) **Pre-deployment:** Performed prior to the arrival of a Deployee in-country, but based on a deployment event.
 - ii) **Mobilisation:** Activities associated with the relocation of a Deployee from their home country to the country of deployment.
 - iii) **Deployment:** The period of the deployment event when the Deployee is working towards their deployment objectives and is typically settled in their long or short term accommodation.
 - iv) **Demobilisation:** Activities associated with the relocation of a Deployee from Papua New Guinea to their home country.
 - v) **Post-deployment:** Activities performed post departure from in-country, associated with a deployment event.
- (c) **Phase 1 Completion** – operations from **1 April 2013** to **30 June 2013**. During this period, AusAID will decide whether to exercise the option to extend the Contract. This Phase may be the completion of the Contract.
- (d) **DSSPNG Phase 2** – operations (extension period), if required by AusAID, from **1 July 2013** until **31 March 2015**; and
- (e) **Phase 2 Completion** – the last three months (**1 April 2015** to **30 June 2015**) of the Contract, if the option to extend is exercised. During this period, AusAID will decide whether to exercise the option to extend the Contract. This Phase may be the completion of the Contract.
- (f) **DSSPNG Phase 3** – operations (extension period), if required by AusAID, from **1 July 2015** until **31 March 2016**; and
- (g) **Phase 3 Completion** – the last three months (**1 April 2016** to **30 June 2016**).

OVERVIEW OF SERVICES

5.2 **Core Management Services** to be provided by the Contractor will include:

- (a) Facility Management and responsibilities for relationships with stakeholders (**Clause 5 of Schedule 1**);

- (b) Management of Transition Phase (first year) (**Clauses 6.2 and 6.3 of Schedule 1**);
- (c) Fixed Personnel and Associates Inputs – Staffing (**Clause 9 of Schedule 1**);
- (d) Office Operations (**Clause 10 of Schedule 1**);
- (e) Communications and Information Management (**Clauses 11.7 – 11.12. of Schedule 1**);
- (f) Security Management (**Clauses 11.5 and 11.6 of Schedule 1**);
- (g) Procurement Management and Vehicle Management: (**Clause 12 of Schedule 1**)
- (h) Asset Management (**Clauses 13 and 12.5 – of Schedule 1**);
- (i) Property Management (**Clause 14 – of Schedule 1**);
- (j) Financial Management and Audit (**Clause 15 of Schedule 1**);
- (k) Performance Management (**Clause 16 of Schedule 1**);
- (l) Telecommunications Management (**Clause 17 of Schedule 1**); and
- (m) Reporting, Plans, Manuals and Strategies (**Clause 18 of Schedule 1**);
- (n) Deployee Operational Budgets Management (**Clauses 20.16 and 20.17 of Schedule 1**);

5.3 **Deployment Support Services** to be provided by the Contractor are to be in accordance with the Minimum Services Standards of the Scope of Services **Annex 1** and will broadly include:

- (a) **Security and Occupational Health and Safety (OH&S):** Specified security services and assessment/required mitigation of OH&S conditions including provision of security briefings to Deployees, provision of communications, inspections of residential accommodation, and advice on, and where necessary arrangements for security of residential accommodation can be obtained (see **Clause 20.3 of Schedule 1**);
- (b) **Preparation and Mobilisation:** including, as required, organising visas, transport of personal effects, insurance, providing a pre-deployment briefing, training and assistance;
- (c) **Residential Accommodation:** provision of residential accommodation that facilitates the Deployees' achievement of their deployment objectives with due consideration to issues of safety and security, amenity and locality (see **Clauses 20.8 – 20.14 of Schedule 1**);

- (d) **Work Related Travel and Movement Control:** organising transportation and accommodation for domestic and international work-related travel and maintenance of Deployee Location Registers; (see **Clause 20.15** of **Schedule 1**);
 - (e) **Support for managing Deployee Operational Budgets:** assisting those Deployees who are provided with an operational budget to manage their responsibilities for utilising that budget in consultation with AusAID and/or relevant AGO (see **Clauses 20.16** and **20.17** of **Schedule 1**);
 - (f) **Communications:** including providing radio, mobile/satellite phone, landline, mail services, internet connection and email (see **Clause 20.18** of **Schedule 1**);
 - (g) **Health:** provision of general information on health risks and services (see **Clauses 20.19 – 20.21** of **Schedule 1**);
 - (h) **Insurance:** provision of medical and other insurances where Deployees are not already insured through an existing insurance policy (**Clause 20.22** of **Schedule 1**);
 - (i) **Work Related Assets and Vehicles for Deployees:** provision of assets and vehicles primarily for work-related purposes, appropriate disposal of assets at end-of-life (see **Clauses 12.5** and **13** of **Schedule 1**);
 - (j) **Demobilisation:** including transport of personal effects, short-term accommodation, transport and insurance;
 - (k) **Procurement:** including the procurement of goods or services on behalf of AusAID or other AGO within the scope of a deployment activity;
 - (l) **Recruitment:** to include the provision of logistical support to facilitate, as directed, the recruitment of Australian Government and non-Australian Government Officials;
 - (m) **Pastoral Care:** access to pastoral support or counselling services as reasonably required by Deployees and their Dependants, in accordance with AusAID and Home Agency Terms and Conditions; and
 - (n) **Other Ad Hoc Services** as agreed and approved by AusAID in writing and included in the Scope of this Contract.
- 5.4 **Minimum Service Standards:** The Contractor must provide all Services under this **Clauses 5.2** (Core Management Services) and **5.3** (Deployee Support Services) to the agreed Minimum Service Standards as set out in Annex A (see also **Clause 22** (Minimum Service Standards) of **Schedule 1**).

6. REPORTING REQUIREMENTS, PLANS, MANUALS AND STRATEGIES

PLANS

Transition/Mobilisation Plan

- 6.1 Within two (2) weeks after the date of execution of the Services Order 1, the Contractor must finalise a Transition/Mobilisation Plan and submit it to AusAID for approval.

The Transition/Mobilisation Plan must:

- (a) outline the arrangements to ensure a seamless transition from the existing contractor and continuation of support to Deployees;
- (b) indicate how to utilise existing local staff, vehicles and other resources;
- (c) explain how the Contractor will assume the management, support and monitoring of approximately fifty-five (55) residences in Port Moresby and regional locations that are currently leased by AusAID, in order to continue to accommodate the existing Deployees and their families;
- (d) identify how the security services currently in place for Deployee accommodation will be maintained and managed during the Transition Phase;
- (e) identify how the health and safety of Deployees and their dependants (including occupational health and safety for) will be maintained and managed during the Transition Phase;
- (f) outline how the management of assets (such as house lots of furniture, vehicles and security assets) will be transferred from the existing contractor, including assuming control of the asset register; and
- (g) outline the proposed approach for the handover of databases existing records, base-line data and the management / operational databases, and how the IT and MIS systems will be developed to meet the Minimum Service Standards.

7. Budget Estimate and Work Plan

- 7.1 Within one (1) month of contract commencement, the Contractor must provide a Work Plan and Budget Estimate for the four (4) months of year one (1) and twelve (12) months of year (2) two for AusAID approval.

8. Risk Management Plan

- 8.1 Within one (1) month of contract commencement, the Contractor must develop a Risk Management Plan that covers all of the management, operational and security risks associated with the DSSPNG Services.
- 8.2 The Risk Management Plan must be finalised by the Contractor within two weeks of joint discussions and subsequent contract negotiation, in order to capture the key risks and mitigation strategies.
- 8.3 The Risk Management Plan must be updated regularly to reflect the operating context and changing circumstances in PNG.
- 8.4 A copy of an indicative DSSPNG Risk Matrix is attached as **Annex C** to this **Schedule 1** and can be used as a starting point to inform the Contractor's Risk Management Plan and the responses to these risks.

9. Accommodation Management Plan

- 9.1 Within three (3) months of contract commencement, the Contractor must develop and manage an accommodation management plan that outlines the size, suitability and quality of the available properties and the management of maintenance. This shall be in accordance with the AusAID Overseas Residential Accommodation Standards Policy.
- 9.2 In consultation with the PNG Government Agency , Home Agencies and AusAID, the Contractor may be required to conduct assessments of PNG Government Agency workplaces and purchase furniture, fittings and other refurbishments or equipment where required to ensure the Australian Government Official is able to operate safely in the provided workplace environment.
- 9.3 The Contractor, through the DSSPNG Technical Manager must provide AusAID with access to the maintenance schedule for each property, including landlord requests every six (6) months, as well as updating the Web Portal with information regarding any maintenance issues.
- 9.4 The Contractor, through the DSSPNG Technical Manager must provide, AusAID with access to the Hazardous Material Survey and Management Plan (HMSMP) and Register for each property, every twelve (12) months, as well as updating the Web Portal with information regarding any HMSMP issues.
- 9.5 The existing DSU manages accommodation of approximately fifty-five (55) properties for the use of certain groups of Deployees in PNG.

10. Fleet Management Plan

- 10.1 Within three (3) months of contract commencement, the Contractor must develop and manage a Fleet Management Plan that outlines the size, suitability and quality of

available vehicles and the management of procurement (including leasing), use and disposal of vehicles. This shall be in accordance with AusAID Policy.

- 10.2 The existing DSU has a fleet of approximately eighty-five vehicles for the use of certain groups of Deployees in PNG. It is anticipated that the fleet size may be reduced, subject to changes in terms and conditions. The fleet should meet vehicle requirements under the Services Orders whilst providing value for money.

MANUALS

Operating Procedures Manual

- 10.3 The Contractor must prepare and submit to AusAID within three (3) months after the date of execution of the Services Order for the Core Management Services, an Operating Procedures Manual. The Operating Procedures Manual must outline:
- (a) **Roles and Responsibilities of all staff:** including reporting paths; position descriptions; performance management; information on entitlements (e.g. National Provident Fund (NPF)); working conditions and DSSPNG expectations of staff.
 - (b) **Service Delivery Procedures:** detailing how different Services will be provided and those individuals responsible for outcomes.
 - (c) **Communication Procedures:** identifying the correct communications channels as they relate to each element of the Services.
 - (d) **Electronic Manual for the Deployee Support Services Web Portal:** detailing how the Web Portal works and how the reports are produced from the database, including a series of “screen dumps” that clearly show how the Portal works and how to change or add information.
 - (e) **Financial Procedures:** covering all budgets, expenditure and the required financial reporting, including measures to be used to combat fraud and the information required for the annual external audit.
 - (f) **Security and OH&S Plan:** covering the health, security and wellbeing of staff, including emergency procedures and the critical processes to be followed, including the emergency telephone contacts and gaining access to the relevant institutions.
 - (g) **Procurement Policy:** a policy for conducting procurement including how best to maximise local opportunities for the suppliers of goods and services.
- 10.4 The Contractor must ensure that the Operating Procedures Manual is updated as appropriate.

REPORTING

Contractor Performance Report

- 10.5 Within two (2) weeks of the end of each three (3) month period commencing on the date of execution (or other date if specified) of Services Order, the Contractor must give AusAID a Performance Report on the Contractor's performance of the Services.

The Performance Report must:

- (a) Report on the Contractors performance for the previous three-months, against the Minimum Service Standards. This shall include issues raised by the Deployees and Contract Manager, and steps/actions taken to resolve this;
- (b) Present data from the MIS database to support reports against the Minimum Service Standards;
- (c) Any recommendations for AusAID or AGO consideration, and suggestions to improve the Minimum Service Standards and MIS for the next reporting period.

11. Management, Administration and Monitoring Reports

- 11.1 The Contractor must provide Management, Administration and Monitoring Reports within two (2) weeks of each quarterly period during the term of the Services Order. The Reports must include:

- (a) a summary of Deployees mobilised and demobilised during the period;
- (b) a summary of procurements during the period (if any);
- (c) a budget for the subsequent (current) three month period
- (d) actual expenditure during the previous period against each deployee service in the Services Order; and
- (e) a list of sub-contracts and leases entered into during the period.

12. Financial Reports

- 12.1 Within two (2) weeks of each three (3) month period during the term of each Services Order, the Contractor must provide Financial Reports on a quarterly basis. This report should include:

- (a) total historical expenditure under the Services Order;
- (b) anticipated expenditure for the next three (3) month period; and

- (c) the Contractor may be requested to provide Periodic Financial Reports.

13. Completion Report (including a Handover Plan) –

- 13.1 The requirement for the completion Report will be confirmed separately in writing. If the Period offer Deed is extended, then it is unlikely to be required.

14. Exception Reports:

- 14.1 The Contractor will also provide Exception Reports in relation to any issue that may arise that warrants formal reporting beyond any of the stated reporting requirements, and meet any other reporting requirements as may be required by AusAID at any time.
- 14.2 All reports must:
- (a) be provided in accordance with the specification under Standard Conditions clause headed **Reports**;
 - (b) be accurate and not misleading in any respect;
 - (c) be prepared as directed by AusAID;
 - (d) be provided in the format and on the media approved or requested by AusAID;
 - (e) not incorporate either the AusAID or the Contractor's logo;
 - (f) be provided at the time specified in this Services Order; and
 - (g) incorporate sufficient information which allows AusAID to monitor and assess the success of the Services in achieving the objectives of AusAID's policy framework.

STRATEGIES

Fraud Control Strategy

- 14.3 Within one (1) month of the Contract Start Date, the Contractor must prepare a Fraud Risk Assessment and zero tolerance Fraud Control Strategy. The Fraud Risk Assessment and Fraud Control Strategy must contain appropriate fraud prevention, detection, investigation and reporting processes and procedures that comply with the Commonwealth Fraud Control Guidelines.
- 14.4 The Contractor is responsible for preventing and detecting fraud including fraud within those functions outsourced / performed by a sub-contractor or under any other arrangement established by the Contractor relating to the management or administration of the Project. The Contractor must ensure that Contractor Personnel are responsible and accountable to the Contractor for preventing and reporting any fraud as part of their routine responsibilities.

15. PERFORMANCE REVIEWS AND ASSESSMENTS

Contractor Performance Review

- 15.1 Representatives of AusAID will conduct quarterly DSSPNG Contractor Performance Reviews, to assess the quarter's activities and agree on any adjustments required to improve operations and outcomes. The Contractor must adapt and improve its operations, approach and systems in response to the Quarterly Performance Assessment outcomes. The benchmark for the review will be the MSS as agreed between the Contractor and AusAID.
- 15.2 The Contractor Performance Assessment will focus on how well the services, standards and response times have progressed over the previous quarter, as well as identifying any constraints or issues (on both parties) that need to be resolved or improved. Following receipt of the Performance Review outcomes, the Contractor must provide a short report to the nominated AusAID representative in Port Moresby on how specific DSSPNG operations service-level performance can be further improved.
- 15.3 Based on the Contractor's Performance Report, MIS data and AusAID's own information from consultation with stakeholders, the Contract Manager will assess Contractor Performance against Key Performance Indicators (KPIs). The Contract Manager will provide a rating for each KPI of 'satisfactory', 'unsatisfactory', or 'final assessment pending further explanation or rectification'. If deemed unsatisfactory, a percentage of the Milestone Payment will be deducted as per **Table 3** of **Annex 1** to **Services Order 1**.

Adviser Performance Assessments

- 15.4 The Contractor acknowledges and agrees that AusAID may issue or request the Contractor to produce Contractor Personnel Performance Assessments in relation to this Contract.
- 15.5 The performance assessments will be substantially in accordance with an assessment sheet agreed by AusAID.
- 15.6 Within twenty-eight (28) days of receiving a performance assessment from AusAID, the Contractor must:
 - (a) sign and return to AusAID the Contractor Personnel Performance Assessment together with any response; and
 - (b) ensure that all other performance assessments together with any response any personnel wishes to include are signed and returned to AusAID.
- 15.7 Guidance can be found at Schedule 3A (Contractor Performance Assessment) of the Period Offer Deed

16. SPECIFIED PERSONNEL

16.1 The Contractor shall provide the following Personnel:

Name of Personnel	Adviser Remuneration Framework Job Discipline and Level (relevant only if Specified Personnel are Internationally engaged)	Inputs (months)
DSSPNG In-Country Operations Manager	C3	15
DSSPNG In-Country– Technical Supervisor	C2	15

16.2 The Contractor shall provide the following administrative staff:

(a) [insert other as specified in the Tenderers' Proposal]

17. MILESTONES – Please see Table 2 of Annex 1 to this Services Order.

18. SCHEDULES TO THIS SERVICES ORDER

Comment: Add Schedules from Period Offer Deed as appropriate e.g.

Schedule 3A – Deed of Confidentiality

Schedule 3B – Confidential Information

Schedule 4 – Child Protection Code of Conduct

Schedule 5A – Contractor Performance Assessment

Schedule 5B – Adviser Performance Assessment

Schedule 6 - Adviser Remuneration Framework

Schedule 7 – Declaration Status

Schedule 8 – Performance Guarantee

19. TOTAL AMOUNT PAYABLE

19.1 The maximum amount payable by AusAID to the Contractor under this Services Order shall not exceed the sum of AUD[*Insert Agreement Amount.*] plus GST if any up to a maximum amount of AUD[*Insert GST Amount*]. The maximum amount payable is comprised of the following components:

19.2 AusAID will not be liable for any costs or expenditure incurred by the Contractor in excess of this amount.

19.3 Services Order payments will be comprised of:

PART A – CORE MANAGEMENT SERVICES

- (a) **Regular Payments** (see Clause 12 of this Services Order 1) for:
 - i) **DSSPNG Personnel Costs** (see **Clause 13** of this **Services Order**) (DSSPNG Personnel monthly Remuneration and Mobility Allowance Costs and DSSPNG Personnel support costs – **Fixed Payments**) (DSSPNG Personnel Costs – One off Costs – **Reimbursed at Cost**);
 - ii) **DSSPNG Operating Costs** (see **Clause 14** of this **Services Order**) Fixed Payments; and
 - iii) **DSSPNG Setup Costs** (see **Clause 15** of this **Services Order**) Reimbursed at cost.
- (b) **DSSPNG Management Fee** (see **Clause 16** of this **Services Order**) paid in the form of Milestones (see **Clause 17** of this **Services Order**).

PART B – DEPLOYEE SUPPORT SERVICES

19.4 Reimbursable Costs (see **Clause 26** of this **Services Order 1**) at cost.

20. REGULAR PAYMENTS

- 20.1 AusAID shall make Regular Payments monthly in arrears as described in **Clause 21** of **Part 3** (Standard Contract Conditions) of the Period Offer Deed.
- 20.2 Regular Payments are to be based on the costs incurred during the period in accordance with **Tables 1 – 9** of this **Services Order**.

21. DSSPNG PERSONNEL COSTS

- 21.1 AusAID shall reimburse the Contractor for DSSPNG Personnel Costs up to a **maximum total** of **AUD[insert amount]** plus GST up to a maximum total of **AUD[insert amount]**, if applicable.
- 21.2 DSSPNG Personnel Costs comprise the following:
 - (a) Fixed Monthly Payments for Specified Personnel/Other Personnel. Remuneration Rates, including Mobility Allowance if appropriate of up to **AUD[insert amount]**;
 - (b) Fixed Monthly Payments for Personnel Support Costs of up to **AUD[insert amount]**; and

- (c) Personnel One-off Costs of up to AUD[insert amount] to be reimbursed at cost.

Long Term Advisers (Specified Personnel)

- 21.3 For each Long Term Adviser, AusAID shall pay the Contractor, (period to be specified) on a reimbursable basis in arrears, the following items:
- (a) the Monthly Remuneration Rate in accordance with the Job Level and Professional Discipline Category specified in the position Terms of Reference and calculated in accordance with the Adviser Remuneration Framework. The Monthly Remuneration Rate shall be:
 - i) inclusive of base salary;
 - ii) inclusive of superannuation levy, if any;
 - iii) inclusive of paid annual leave allowances of up to twenty (20) days per annum, to accrue on a pro rata basis per twelve (12) months' continuous engagement on the Project;
 - iv) inclusive of any locally recognised public holidays;
 - v) inclusive of private transport costs; and
 - vi) inclusive of all escalators for the term of this Contract; BUT
 - vii) exclusive of any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor; and
 - (b) Mobility Allowance, if any.
- 21.4 Leave accrued during the assignment for Long Term Advisers shall be deemed to be taken in the twelve (12) month period it falls due and cannot be accumulated or paid out.
- 21.5 For **Part A – Core Management Services**, Long Term Personnel/ Advisers, see **Table 4 of Annex 1** to this **Services Order**.
- 21.6 AusAID will not reimburse leave costs in excess of those specified at **Clause 13.3 (a) (iii)** above.
- 21.7 If a Specified Personnel is absent for any period, aside for the periods of leave permitted in **Clause 13.3(a) (iii)** above, the Monthly Remuneration Rate and Mobility allowance payable will be adjusted in accordance with the following formula:

$$\text{Adjustable Monthly Rate} = \frac{(\text{Number of Days Worked} + \text{AusAID Papua New Guinean Public Holidays}) \times \text{Monthly Rate}}{\text{Total workable days (Weekdays and AusAID Papua New Guinean Public Holidays) in Month}}$$

Personnel/ Adviser Support Costs and One-Off Costs

- 21.8 AusAID shall pay the Contractor, (period to be specified) on a reimbursable basis in arrears Adviser Support Costs including the following items:
- (a) any reasonable costs related to security;
 - (b) work related travel and accommodation costs at the rates determined by AusAID from time to time;
 - (c) reasonable costs for medical insurance;
 - (d) expenses associated with Housing Costs for Long Term Advisers. Long Term Advisers with spouses or partners who are already in receipt of an expatriate accommodation allowance will not be eligible to reimbursement for Housing Costs;
 - (e) mobilisation/demobilisation costs for Long Term Advisers including all reasonable one-off costs associated with mobilisation and demobilisation including any necessary medical clearances and inoculations; uplift of effects; passport and visa costs; storage; and the cost of one return international flight from home location for the Long Term Adviser and Dependants.
- 21.9 The cost of any airfares will be reimbursed at the cost of economy class for each flight sector of four (4) hours or less and business class for each flight sector greater than four (4) hours duration. Any travel undertaken at cheaper rates (e.g. discount fares) does not entitle the Contractor to reimbursement of the cost of any higher class of travel. Travel must be via the most direct and cost effective route. A ‘flight sector’ means from any one flight departure point to any one flight landing point.
- 21.10 Adviser Support Costs will be reimbursed at cost on a (period to be specified) basis in arrears within thirty (30) days of AusAID’s receipt of a correctly rendered invoice.
- 21.11 For **Part A – Core Management Services**, Adviser Support Costs and One-Off Costs, see **Tables 5 and 6 of Annex 1** to this **Services Order**.

22. DSSPNG OPERATING COSTS

- 22.1 AusAID shall reimburse the Contractor up to a **maximum total** of AUD[*insert amount*] plus GST, if any, to a maximum of AUD[*insert amount*] for DSSPNG Operational Costs.

- 22.2 AusAID shall pay the Contractor monthly in arrears, an all-inclusive monthly fixed payment for Operational Costs, as detailed in **Table 7** of **Annex 1** to this **Services Order** within thirty (30) days of AusAID's receipt of a correctly rendered invoice. Reimbursement is subject to:
- (a) details of the items purchased (consumables) or expenses incurred contained in a (period to be specified) payment invoice prepared in accordance with **Clause 10** (Procurement Services) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed; and
 - (b) original receipts and invoices maintained to substantiate any claim.
- 22.3 The actual cost will be exclusive of any procurement costs, all profits, all overheads, administration or management fee, or any other commercial margins/mark-up on the part of the Contractor, as these costs are assumed to be covered by the DSSPNG Management Fee detailed in **Clause 17** below.
- 22.4 For the purposes of this Contract, DSSPNG Operating Costs means goods and services to include:
- (a) **Office Property/Space:** including office furniture, office supplies/stationery, recurrent office costs (phone, fax, printers, papers, photocopier and software), communications (excluding head office if international), any equipment and utilities and office rent required by the Contractor for the day-to-day administration of the DSSPNG and services detailed as 'Core Management Services' in Schedule 1 (Scope of Services).
 - (b) **Office Equipment:** including purchase and maintenance of office equipment and supplies such as computers and software licences required by the Contractor for the day-to-day administration of the DSSPNG and services detailed as 'Core Management Services' in **Schedule 1** (Scope of Services).
 - (c) **Administrative Personnel/Sub-Contractors:** covering costs such as salary, superannuation (if applicable) relevant taxes and personnel training/development costs, required by the Contractor for the day-to-day administration of the DSSPNG and services detailed as 'Core Management Services' in **Schedule 1** (Scope of Services).
 - (d) **Vehicles:** covering purchase, lease, registration/insurance, and maintenance for DSSPNG operational needs.
 - (e) **Security and Occupational Health and Safety (OH&S):** covering costs such as security systems and OH&S refurbishments.
- 22.5 The Contractor must maintain a Register of Assets in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed in the format described in **Annex 1** to **Schedule 2** (Basis of Payment)

23. DSSPNG SETUP COSTS

- 23.1 AusAID shall reimburse the Contractor for DSSPNG Setup Costs up to a **maximum total** of AUD[insert amount] plus any GST up to, if applicable, up to a maximum total AUD[insert amount], at cost in arrears.
- 23.2 For the purposes of this Contract, DSSPNG Setup Costs means goods such as office furniture, office computers and IT infrastructure, vehicles and office equipment required by the Contractor for the day-to-day administration of the DSSPNG and related services.
- 23.3 The Contractor will be reimbursed on the basis of the actual cost incurred for items identified as reimbursable, up to the maximum costs listed in **Table 8** of **Annex 1** to this **Services Order** within thirty (30) days of AusAID's receipt of a correctly rendered invoice. Reimbursement is subject to:
- (a) **details** of the items purchase (consumables) or expenses incurred contained in a monthly payment invoice prepared in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions) of the Period offer Deed; and
 - (b) **original** receipts and invoices maintained to substantiate any claim.
- 23.4 The actual cost will be exclusive of any procurement costs, all profits, all overheads, administration or management fee, or any other commercial margins/mark-up on the part of the Contractor, as these costs are assumed to be covered by the DSSPNG Management Fee detailed in **Clause 24** below.
- 23.5 When expenditure reaches 80% of the category limits specified in **Table 8** of **Annex 1** to this **Services Order**, the Contractor must advise AusAID of the remaining commitments and whether the upper limits are likely to be exceeded, and, if so, provide justification.
- 23.6 The Contractor must not vary the value allocated against Categories within **Table 8** of **Annex 1** to this **Services Order** without the prior approval of AusAID. Such changes will not require a contract amendment if they remain under the category maximum cost total.
- 23.7 The Contractor must maintain a Register of Assets in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed in the format described in **Annex 2** to **Schedule 2** (Basis of Payment) of the Period Offer Deed.

24. DSSPNG MANAGEMENT FEE (DSSPNG MF)

- 24.1 AusAID shall pay the Contractor a fixed DSSPNG Management Fee up to a **maximum** of AUD[insert amount] plus GST, if applicable, to a maximum of AUD[insert

amount]. This will be paid in the form of Regular Payments and Milestones as set out in **Clause 25** below (Payment Events and, Milestones).

24.2 The DSSPNG MF is set out in **Table 1 Annex 1** to this **Services Order**.

24.3 The DSSPNG MF is inclusive of the following:

- (a) all high level management and management support costs for all DSSPNG personnel;
- (b) the cost of any contractor Head Office support, such as administrative, financial and management support;
- (c) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for all Contractor Head Office personnel (other than those listed as Personnel at **Table 4** of **Annex 1** to this **Service Order**);
- (d) all necessary domestic and international communications costs incurred;
- (e) financial management costs and financing costs if any;
- (f) security costs for all DSSPNG personnel and not covered elsewhere;
- (g) Taxation (other than personnel-related taxes and GST), as applicable;
- (h) insurance costs (including but not limited to, professional indemnity, worker's compensation, public liability, and any other insurances as required under the Contract or deemed necessary the Contractor) in accordance with **Clause 35** (Indemnity) and **Clause 36** (Insurance) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed.
- (i) costs of complying with the Contractor's reporting and liaison obligations under the Contract;
- (j) costs associated with all personnel briefings overseas or in Australia or Indonesia;
- (k) costs associated with personnel recruitment, other procurement and subcontracting any services;
- (l) **costs** associated with any subcontracting and procurement of goods or services;
- (m) all escalators for the Services Order 1;
- (n) all allowances for risk and contingencies;
- (o) external audit and internal auditing and assurance costs;

- (p) costs for monitoring and evaluation of the quality of DSSPNG-funded activities by the Contractor;
- (q) any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor; and
- (r) **all** other costs not specifically identified in **Clauses 21** (DSSPNG Personnel Costs), **Clause 22** (DSSPNG Operating Expenses) and **Clause 23** (DSSPNG Setup Costs) of this **Services Order**.

24.4 The DSSPNG MF is specified for the first fifteen (15) months of this Contract as detailed in **Table 1** of **Annex 1** to this **Services Order**, and will be billed to AusAID in accordance with **Clause 25 (Payment Events, Milestones and Contractor Performance)** of this **Services Order**.

25. PAYMENT EVENTS, MILESTONE AND CONTRACTOR PERFORMANCE

- 25.1 AusAID shall pay the DSSPNG MF in instalments; the Annual Management Fee (or part thereof) shall be reflected as a regular monthly rate, sixty (60) percent of which will be paid monthly in arrears on receipt of a valid invoice, and forty (40) percent retained for payment against Milestones linked to Contractor Performance as reflected in **Table 2** of **Annex 1** to this **Services Order**.
- 25.2 The Monthly Management Fee Payments in arrears payable by AusAID to the Contractor shall **not exceed** the sum of **AUD[insert amount]**, plus GST, if applicable, up to a maximum amount of **AUD[insert amount]**.
- 25.3 The Milestone Payments (linked to Contractor Performance Assessments) payable by AusAID to the Contractor shall not exceed the sum of **AUD[insert amount]**, plus GST, if applicable, up to a maximum amount of **AUD[insert amount]**.
- 25.4 The Payments will be payable to the Contractor progressively within thirty (30) days of AusAID acceptance of the validity of the invoice and/or the satisfactory achievement of the Milestones and Key Performance Indicators as specified in **Tables 2** and **3** of **Annex 1** to this **Services Order** and subject to the provisions of **Clause 18** (Payment) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed.

26. DSSPNG DEPLOYEE SUPPORT REIMBURSABLE PAYMENTS

- 26.1 AusAID shall reimburse the Contractor up to a **maximum total** of **AUD[insert amount]** plus GST, if applicable, to a maximum of **AUD[insert amount]** for DSSPNG Deployee Support Services at the rates agreed by AusAID in writing up to the limits detailed in **Table 9** of **Annex 1** to this **Services Order**.
- 26.2 Payment of DSSPNG Deployee Support Reimbursables are expected to include any or all of the following required activities:

- (a) **Security and Occupational Health and Safety (OH&S) for Deployees:** including specified security services and assessment/required mitigation of OH&S conditions.
 - (b) **Preparation and Mobilisation:** including, as required, organising visas, transport of personal effects, insurance, providing a pre-deployment briefing, training and assistance;
 - (c) **Work Related Travel and Movement Control:** organising transportation and accommodation for domestic and international work-related travel and maintenance of Deployee Location Registers;
 - (d) **Support for managing Deployee Operational Budgets:** assisting those Deployees who are provided with an operational budget to manage their responsibilities for utilising that budget in consultation with AusAID and/or relevant AGO;
 - (e) **Residential Accommodation:** provision of residential accommodation that facilitates the Deployees' achievement of their deployment objectives with due consideration to issues of safety and security, amenity and locality;
 - (f) **Health:** provision of general information on health risks and services;
 - (g) **Communications:** including providing radio, mobile/satellite phone, landline, mail services, internet connection and email;
 - (h) **Work Related Assets and Vehicles for Deployees:** provision of assets and vehicles primarily for work-related purposes, appropriate disposal of assets at end-of-life;
 - (i) **Demobilisation:** including transport of personal effects, short-term accommodation, transport and insurance;
 - (j) **Procurement:** within the scope of a deployment activity;
 - (k) **Recruitment:** within the scope of a deployment activity;
 - (l) **Insurances:** may be required for medical etc where Deployees are not already covered;
 - (m) **Pastoral Care:** access to pastoral support or counselling services as reasonably required by Deployees and their Dependants
- 26.3 Specified upper limits for this Category as agreed in **Table 9** of **Annex 1** of this Services Order shall not be exceeded without prior written approval from AusAID. When expenditure reaches 80% of the limits, the Contractor will advise the AusAID of

the remaining commitments and whether the upper limits are likely to be exceeded and, if so, provide justification.

- 26.4 The Contractor may vary the sums assigned against individual items within a Category without a contract amendment, but must not assign a sum from one Category to another Category to avoid exceeding the maximum reimbursable amount.

27. CLAIMS FOR PAYMENT

- 27.1 Tax invoices must be submitted when due in accordance with this Services Order, in a form identifying the project/activity title, the Services Order number **xxxx/1**, and in accordance with Standard Conditions clause headed **Payment** of the Deed. Invoices must also contain the Payment Event number as notified by AusAID.
- 27.2 All claims for payment must be **made** to:
- Chief Finance Officer
Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601
- 27.3 Tax invoices should be sent to the above address. Alternatively AusAID will accept electronic tax invoices. These can be sent to accountsprocessing@ausaid.gov.au
- 27.4 Invalid invoices will be returned to contractors. Information on what constitutes a valid tax invoice can be found at:
<http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm>

28. NOTICES

- 28.1 Notwithstanding clause headed ‘**Notices**’ in the **Part 3 Period Offer Deed Conditions** for the purposes of this Services Order, the address of a Party shall be the address set out below or another address of which that Party may from time to time give notice in writing to each other Party:

AusAID

To: DSSPNG Contract Manager,
Operations Section,
Street Address: Level 4,
Deloitte Tower PAPUA NEW GUINEA
Facsimile: +675 321 6455

Contractor:

To: [Contractor name]
Attention: [contact person]
Postal Address:

Street Address:

Facsimile:

Issued for and on behalf of the **Commonwealth
of Australia** represented by the Australian
Agency for International Development by:

Signature of FMA Act s44 Delegate

[insert name]

Name

In the presence of:

Signature of witness

[insert position,section]

Position, Section

Name of witness
(*Print*)

Dated: _____

ANNEX 1

Summary of Tables

Part A – Core Management Costs

- 1. DSSPNG Management Fee – Fixed Fee Payment**
- 2. DSSPNG Milestone Payments – Fixed Fee Payment**
- 3. DSSPNG Performance Management Key Performance Indicators**
- 4. DSSPNG Personnel/Adviser Monthly Remuneration Rate and Mobility Allowance – Fixed Fee Payment**
- 5. DSSPNG Personnel/Adviser Support Costs – Fixed Fee Payment**
- 6. DSSPNG Personnel/Adviser One Off Costs – Reimbursed at Cost**
- 7. DSSPNG Office Operating Costs – Fixed Fee Payment**
- 8. DSSPNG Office Set-Up Costs – Reimbursed at Cost**

Part B – Deployee Support Services Costs

- 9. DSSPNG Deployee Support Costs – Reimbursed at Cost**
- 10. Asset Register**

Table 1: DSSPNG Management Fee

Year	Total (Monthly) AUD	Total (Annual) AUD	Total Regular Payments AUD	Total Milestones Payments AUD
Year 1 (three (3) months) 1 April 2012 to 30 June 2012			(Note 1)	(Note 2)
Year 2 (twelve (12) months) 2012-2013 (1 July 2012 to 30 June 2013)				
Total				

Notes:

1. This is the total for Regular Payments made for the DSSPNG Management Fee in the first period (anticipated to be 4 months).
2. This is the total for Milestone Payments made for the DSSPNG Management Fee in the first period (anticipated to be 4 months).

Note to Tenders: The Milestone Payments may be adjusted in accordance with the outcome of a Contractor Performance Assessment as linked to the KPIs set out in **Table 3** of **Annex 1** to this **Services Order**.

Table 2: DSSPNG Milestone Payments

Milestone #	Description	Due Date	Estimated Claim Period (month)	Means of Verification	Indicative amount to be negotiated	Amount (AUD)
M1	Transition and Risk Management Plans		Year 1 Month 1 (1 Month)	AusAID acceptance in writing	40% of Year 1	
M2	Operating Procedures Manuals		Year 1 Month 3 (3 Months)	AusAID acceptance in writing	60% of Year 1	
M3	Contractor Performance Assessment		Year 2 Quarter 1 – Month 6 (assessment of 1st 6 months of Contract)	Proportional payment for ‘satisfactory’ performance against KPIs in Table 3 below or AusAID acceptance in writing of Action Plan	20% of Year 2 Quarter 1	
M4	Financial Report		Year 2 Quarter 1 – Month 6 (report on 1 st 7 months of Contract)	AusAID acceptance in writing	5% of Year 2 Quarter 1	
M5	Contractor Performance Assessment		Year 2 Quarter 2 Month 9	Proportional payment for ‘satisfactory’ performance against KPIs in Table 3 below or AusAID acceptance in writing of Action Plan	20% of Year 2 Quarter 2	
M6	Financial Report		Year 2 Quarter 2 Month 9	AusAID acceptance in writing	5% of Year 2 Quarter 2	
M7	Contractor Performance Assessment		Year 2 Quarter 3 Month 12	Proportional payment for ‘satisfactory’ performance against KPIs in Table 3 below or AusAID acceptance in writing of Action Plan	20% of Year 2 Quarter 3	
M8	Financial Report		Year 2 Quarter 3 Month 12	AusAID acceptance in writing	5% of Year 2 Quarter 3	
M9	Contractor Performance Assessment		Year 2 Quarter 4 Month 15	Proportional payment for ‘satisfactory’ performance against KPIs in Table 3 below or AusAID acceptance in writing of Action Plan	20% of Year 2 Quarter 4	
M10	Financial Report		Year 2 Quarter 4 Month 15	AusAID acceptance in writing	5% of Year 2 Quarter 4	
			15 months	Total		

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Notes:

1. Total of M1 to M2 will be equal to 40% of DSSPNG Management Fee 2012/2012 for first period i.e. 3 months.
2. Total of M3 and M10 will be equal to 40% of DSSPNG Management Fee for 2012/2013 i.e. second period i.e. 12 months.

Table 3: DSSPNG Key Performance Indicators

KPI's are 20% of the Quarterly Management Fee to be distributed equally amongst the KPI's listed below; i.e. 2% of each KPI

	Key Performance Indicators	Measure –	Amount (AUD)
Core Management Performance	Communications and Information Management	2% of 20%	
	Financial Management	2% of 20%	
	Security Management	2% of 20%	
	Property Management	2% of 20%	
	Vehicle and Other Asset Management	2% of 20%	
	Total Core Management	10% of 20%	
Deployee Service Provision Performance	Pre-Deployment	2% of 20%	
	Mobilisation	2% of 20%	
	Deployment	2% of 20%	
	Demobilisation	2% of 20%	
	Post-Deployment	2% of 20%	
	Total Deployee Service Provision	10% of 20%	
Totals		20% of 20%	

Table 4: DSSPNG Personnel/Adviser Monthly Remuneration Rate and Mobility Allowance

	Year 1 2011/2012		Year 2 2012/2013		
Position	Inputs (months)	Rate per month (AUD)	Inputs (month s)	Rate per month (AUD)	Maximum Amount Payable (AUD)
DSSPNG In-Country Operations Manager					
(a) ARF C3 Remuneration (only applicable if Internationally engaged)	3		12		
(b) Mobility					
DSSPNG In-Country Technical Supervisor					
(a) ARF C2 Remuneration only applicable if Internationally engaged)	3		12		
(b) Mobility					
Other (please specify)	3		12		
TOTAL					

Notes:

1. The Monthly Remuneration Rate is inclusive of Salary, Superannuation Liabilities and Taxes and Employment Conditions (including Leave).
2. National engaged staff costs are inclusive of all Papua New Guinean employment conditions.

Monthly remuneration rate is the actual base salary/fee, plus salary on-costs (e.g. superannuation and annual leave) payable on a monthly basis to a long-term adviser and is determined according to the remuneration tables in this Framework. This is before any supplemental payments or any deductions are made to or from their monthly remuneration. For the purpose of the Framework, the following definitions apply:

- **Salary on-costs** represent costs of specific benefits paid directly to the long-term adviser, such as annual leave and superannuation, in addition to base salary/fee that form part of the adviser's total income. These costs should be distinguished from the support costs related to the adviser position and the general overhead costs of a firm (in cases where an adviser is engaged through a firm rather than AusAID directly).
- **Annual leave** accrues by 1.66 days per month (=20days per year). The Framework does not cover any additional leave. Advisers wishing to take more than 20 days of leave over the course of a year will need to "purchase" the leave in line with the conditions of the contract.
- **Superannuation** is a contribution made by AusAID or a managing contractor to an adviser's superannuation fund to provide income after retirement.

Mobility Allowance is a supplemental payment to long term advisers in addition to their monthly remuneration and is calculated as a percentage of the adviser's monthly remuneration rate. The allowance is designed to even out any additional costs of living abroad not accounted for in the remuneration rate.

Table 5: DSSPNG Personnel/Adviser Support Costs

	Year 1 2011/2012		Year 2 2012/2013		
Position	Inputs (months)	Rate per month (AUD)	Inputs (months)	Rate per month (AUD)	Maximum Amount Payable (AUD)
DSSPNG In-Country Operations Manager	3		12		
(a) Housing					
(b) Security					
(c) Other (please specify)					
DSSPNG In-Country Technical Supervisor	3		12		
(a) Housing					
(b) Security					
(c) Other (please specify)					
Total					

Table 6: DSSPNG Personnel/Adviser Costs – One-off Costs

Position	Year 1		Year 2		Years 1 - 2
	Frequency	Amount per event Payable (AUD)	Frequency	Amount per event Payable (AUD)	Maximum Amount Payable
(a) DSSPNG In-Country Operations Manager Costs					
(b) Mobilisation					
(c) Demobilisation					
(d) Visa/Work Permits (if required)					
(e) Inoculations/Medical and Police Clearance					
(f) Other (please specify)					
(a) DSSPNG In-Country Technical Supervisor Costs					
(b) Mobilisation					
(c) Demobilisation					
(d) Visa/Work Permits (if required)					
(e) Inoculations/Medical and Police Clearance					
(f) Other (please specify)					
Other					
TOTAL					

Table 7: DSSPNG Office Operational Costs

Item (below are examples)	Inputs (months)	Rate 2012/12 (AUD/month)	Inputs (months)	Rate 2012/13 (AUD/month)	Total Cost (AUD)
Office Rent	3		12		
Office Security	3		12		
Office Utilities	3		12		
Office Consumables	3		12		
Internet and IT monthly costs	3		12		
Insurance not covered in Management Fee	3		12		
Communications	3		12		
Vehicle Operating Costs	3		12		
TOTAL					

Table 8: DSSPNG Office Set-Up Costs

Inputs	Units	Est Unit Cost (AUD)	Total Cost (AUD)
Office furniture	1		
Internet and IT infrastructure	1		
Insurance costs	1		
Consumables	1		
Vehicles	1	-	-
MIS Establishment	1	-	-
Website Development	1	-	-
Office Infrastructure	1		
TOTAL			

Table 9: DSSPNG Deployee Support Services Indicative Reimbursable Costs

Item	Number of Long Term Advisers (adviser months)	Number of Short term Advisers (adviser months)	2011/12 Budget (AUD)	2012/13 Budget (AUD)	Total Budget (AUD)
Security					
Preparations and Mobilisation					
Work Related/Relief Travel and Movement Control					
Residential Accommodation					
Communications Equipment					
IT Services					
Work Related Assets					
Operational Budget					
Vehicles					
Demobilisation					
Services for short-term and emergency deployments					
Vehicle Costs					
Vehicle Operating Costs					
Other - specify					
Total					

Note:

- Budget lines may be varied by the Contractor following consultation with AusAID. These changes do not require a Contract Amendment.

(Comment: Format for Table 9 to be agreed with Contractor.)

Table 10 – Asset Register

Asset ID # / Barcode #	Asset Type	Description of the Asset	Serial # / Model #	Purchase Referenc	Purchase Date	Purchase Price	Supplier	Date and Location Received	Location of Asset	Status of Asset (i.e. disposed)	Last date of physical check	Remarks (including disposal action and price received)



PART 7 - B
TEMPLATE FOR SERVICES ORDER 2 FOR AUSAID DEPLOYMENT
SUPPORT SERVICES FOR THE
SUB-NATIONAL PROGRAM (SNP)

[Name of Contact Person]

[Position]

[Organisation]

[Address]

[Address]

<Insert Date>

Dear [Salutation and Name]

RE: Services Order No. 2 for the Deployment Support Services for the Sub-National Program (SNP) in Papua New Guinea

You have agreed to provide services for the above project in accordance with AusAID Period Offer No. xxxxx titled **Deployee Support Services for Papua New Guinea**.

Attached is a Services Order issued under this Period Offer. This Services Order brings into existence a contract between AusAID and [Contractor's Name], ABN [xx xxx xxx xxx] to provide the Services outlined in the Period Offer and those specified under "Services" in the attached Services Order.

Please note that you are not required to sign or return the Services Order.

Yours sincerely

[Name]

[Position][Section]

FMA Act s.44 Delegate

SERVICES ORDER 2

This Services Order is issued by AusAID in accordance with the clause headed **Formation of Periodic Contracts** of the Period Offer Deed number **xxxxxx** between AusAID and [Contractor's Name], , and brings into existence a periodic contract between AusAID and the Contractor for the provision of the Services detailed below subject to the terms and conditions set out in **Parts A and B** of the Deed.

1. BACKGROUND

- 1.1 Australian Government Officials and PNG Nationals are deployed to Port Moresby and provincial capitals for two (2) to three (3) years to support the implementation of PNG's budget at the provincial and local level. The Program currently supports eight (8) provincially-based AusAID officers.

2. INTERPRETATION

- 2.1 All terms used in this **Services Order 2** have the same meaning as is given to them in the Deed, unless the context otherwise requires.

3. TERM OF SERVICES ORDER

- 3.1 The term of this Services Order commences upon issue of this Services Order signed by AusAID being the date indicated at the end of this Services Order and continues until all obligations under this Services Order have been fulfilled or earlier notice of termination under this Services Order.
- 3.2 This Services Order is for a period of **three (3) months** ending **30 June 2012**.
- 3.3 The Contractor must commence the Services no later than **1 April 2012** and must complete the Services by **30 June 2012**.

4. THE SERVICES

- 4.1 The Contractor shall provide the required Services in the terms of the phase of operation as follows, and **in accordance** with **Schedule 1** (Scope of Services).

5. DSSPNG PHASES

- 5.1 The DSSPNG has the following phases:
 - (a) **Transition Phase** – the Transition Phase will be from **1 April 2012** to **30 April 2012**. During this Phase, the delivery of the Core Management Services and other Services will be transitioned from the existing contractor to the Contractor in accordance with the Transition Plan.

- (b) **DSSPNG Phase 1** – operations from the end of the Transition Phase until **31 May 2012**. The Contractor will be fully operational during this Phase and provide the following services to include:
 - A. Core Management Services:** performed on an ongoing basis including DSSPNG management, planning, monitoring and evaluation, and reporting.
 - B. Deployment Support Services:**
 - i) **Pre-deployment:** Performed prior to the arrival of a Deployee in-country, but based on a deployment event.
 - ii) **Mobilisation:** Activities associated with the relocation of a Deployee from their home country to the country of deployment.
 - iii) **Deployment:** The period of the deployment event when the **Deployee is working towards their deployment objectives and is typically settled in their long or short term accommodation.**
 - iv) **Demobilisation:** Activities associated with the relocation of a Deployee from Papua New Guinea to their home country.
 - v) **Post-deployment:** Activities performed post departure from in-country, associated with a deployment event.
- (c) **Phase 1 Completion** – operations from **1 June 2012** to **30 June 2012**. During this period, AusAID will decide whether to exercise the option to extend the Contract. This Phase may be the completion of the Contract.
- (d) **DSSPNG Phase 2** – operations (extension period), if required by AusAID, from **1 July 2012** until **31 March 2014**; and
- (e) **Phase 2 Completion** – the last three months (**1 April 2014** to **30 June 2014**) of the Contract, if the option to extend is exercised. During this period, AusAID will decide whether to exercise the option to extend the Contract. This Phase may be the completion of the Contract.
- (f) **DSSPNG Phase 3** – operations (extension period), if required by AusAID, from **1 July 2014** until **31 March 2015**and
- (g) **Phase 3 Completion** – the last three months (**1 April 2015** to **30 June 2015**) of the Contract, if the option to extend is exercised.

6. OVERVIEW OF SERVICES

6.1 **Core Management Services** to be provided by the Contractor will include:

- (a) Facility Management and responsibilities for relationships with stakeholders (**Clause 5 of Schedule 1**);
- (b) Management of Transition Phase (first year) (**Clauses 6.2 and 6.3 of Schedule 1**);
- (c) Fixed Personnel and Associates Inputs – Staffing (**Clause 9 of Schedule 1**);
- (d) Office Operations (**Clause 10 of Schedule 1**);
- (e) Communications and Information Management (**Clauses 11.7 – 11.12. of Schedule 1**);
- (f) Security Management (Clauses 11.5 and 11.6 of Schedule 1);
- (g) Procurement Management and Vehicle Asset Management: (**Clause 12 of Schedule 1**);
- (h) Other Asset Management (**Clauses 13 and 12.5 – of Schedule 1**);
- (i) Property Management (**Clause 14 – of Schedule 1**);
- (j) Financial Management and Audit (**Clause 15 of Schedule 1**);
- (k) Performance Management (**Clause 16 of Schedule 1**);
- (l) Telecommunications Management (**Clause 17 of Schedule 1**);
- (m) Reporting, Plans, Manuals and Strategies (**Clause 18 of Schedule 1**); and

6.2 **Deployment Support Services** to be provided by the Contractor are to be in accordance with the Minimum Services Standards of the Scope of Services **Annex 1** and will broadly include:

- (a) **Security and Occupational Health and Safety (OH&S):** Specified security services and assessment/required mitigation of OH&S conditions including provision of security briefings to Deployees, provision of communications, inspections of residential accommodation, and advice on, and where necessary arrangements for security of residential accommodation can be obtained (see **Clauses 20 of Schedule 1**);

- (b) **Preparation and Mobilisation:** including, as required, organising visas, transport of personal effects, insurance, providing a pre-deployment briefing, training and assistance;
 - (c) **Residential Accommodation:** provision of residential accommodation that facilitates the Deployees' achievement of their deployment objectives with due consideration to issues of safety and security, amenity and locality (see **Clauses 20.8 – 20.14 of Schedule 1**);
 - (d) **Work Related Travel and Movement Control:** organising transportation and accommodation for domestic and international work-related travel and maintenance of Deployee Location Registers; (see **Clause 20.15 of Schedule 1**);
 - (e) **Communications:** including providing radio, mobile/satellite phone, landline, mail services, internet connection and email (see **Clause 20.18 of Schedule 1**);
 - (f) **Health:** provision of general information on health risks and services (see **Clauses 20.19 – 20.21 of Schedule 1**);
 - (g) **Insurance:** provision of medical and other insurances where Deployees are not already insured through an existing insurance policy (**Clause 20.22 of Schedule 1**);
 - (h) **Work Related Assets and Vehicles for Deployees:** provision of assets and vehicles primarily for work-related purposes, appropriate disposal of assets at end-of-life (see **Clauses 12.5 and 13 of Schedule 1**);
 - (i) **Demobilisation:** including transport of personal effects, short-term accommodation, transport and insurance;
 - (j) **Pastoral Care:** access to pastoral support or counselling services as reasonably required by Deployees and their Dependants, in accordance with AusAID and Home Agency Terms and Conditions; and
- 6.3 **Minimum Service Standards:** The Contractor must provide all Services under this **Clauses 6.1** (Core Management Services) and **6.2** (Deployee Support Services) to the agreed Minimum Service Standards as set out in **Annex A** (see also **Clause 22** (Minimum Service Standards) of **Schedule 1**).

7. REPORTING REQUIREMENTS

- 7.1 The Contractor must provide the following reports by the date, in the format and copies indicated:

Contractor Performance Report

- 7.2 One (1) hard copy and one (1) electronic copy within two (2) weeks of the end of each quarterly period commencing on the date of execution (or other date if specified) of the Services Order, or at the end of the Services Order, the Contractor must give AusAID a Performance Report on the Contractor's Performance of the Services.

The Performance Report must:

- (a) Report on the Contractors performance for the previous three-months, against the Minimum Service Standards. This shall include issues raised by the Deployees and Contract Manager, and steps/actions taken to resolve this; and
- (b) Present data from the MIS database to support reports against the Minimum Service Standards;

Management, Administration and Monitoring Reports

- 7.3 One (1) hard copy and one (1) electronic copy within two (2) weeks of each quarterly period during the term of the Services Order, or at the end of the Services Order, the Contractor must provide AusAID a Management, Administration and Monitoring Report. The Report must include the following information:
- (a) a summary of Deployees mobilised and demobilised during the period;
 - (b) a summary of procurements during the period (if any);
 - (c) a budget for the subsequent quarterly period (if required);
 - (d) actual expenditure during the previous period against each Deployee service in the Services Order; and
 - (e) a list of sub-contracts and leases entered into during the period.

Financial Reports

- 7.4 One (1) hard copy and one (1) electronic copy within two (2) weeks of each quarterly period during the term of the Services Order, or at the end of the Services Order, the Contractor must provide a Financial Report. This report must include:
- (a) total historical expenditure under the Services Order;
 - (b) anticipated expenditure for the next three (3) month period; and
 - (c) the Contractor may be requested to provide Periodic Financial Reports.

Completion Report (including a Handover Plan) –

- 7.5 The requirement for the completion Report will be confirmed separately in writing. If the Services Order is extended, then it is unlikely to be required.

Exception Reports:

- 7.6 The Contractor will also provide Exception Reports in relation to any issue that may arise that warrants formal reporting beyond any of the stated reporting requirements, and meet any other reporting requirements as may be required by AusAID at any time.

All reports must:

- (a) be provided in accordance with the specification under Standard Conditions clause headed **Reports**;
- (b) be accurate and not misleading in any respect;
- (c) be prepared as directed by AusAID;
- (d) be provided in the format and on the media approved or requested by AusAID;
- (e) not incorporate either the AusAID or the Contractor's logo;
- (f) be provided at the time specified in this Services Order; and
- (g) incorporate sufficient information which allows AusAID to monitor and assess the success of the Services in achieving the objectives of AusAID's policy framework.

8. PERFORMANCE REVIEWS AND ASSESSMENTS

Contractor Performance Review

- 8.1 Representatives of AusAID will conduct quarterly DSSPNG Contractor Performance Reviews, to assess the quarter's activities and agree on any adjustments required to improve operations and outcomes. The Contractor must adapt and improve its operations, approach and systems in response to the Quarterly Performance Assessment outcomes. The benchmark for the review will be the MSS as agreed between the Contractor and AusAID.
- 8.2 The Contractor Performance Assessment will focus on how well the services, standards and response times have progressed over the previous quarter, as well as identifying any constraints or issues (on both parties) that need to be resolved or improved. Following receipt of the Performance Review outcomes, the Contractor must provide a short report to the nominated AusAID representative in Port Moresby on how specific DSSPNG operations service-level performance can be further

improved. This may not be required if the Services order does not go beyond 30 June 2012.

- 8.3 Based on the Contractor's Performance Report, MIS data and AusAID's own information from consultation with stakeholders, the Contract Manager will assess Contractor Performance against Key Performance Indicators (KPIs). The Contract Manager will provide a rating for each KPI of 'satisfactory', 'unsatisfactory', or 'final assessment pending further explanation or rectification'. If deemed unsatisfactory, a percentage of the Milestone Payment will be deducted as per **Table 3 of Annex 1 to Services Order 1**.

Adviser Performance Assessments

- 8.4 The Contractor acknowledges and agrees that AusAID may issue or request the Contractor to produce Contractor Personnel Performance Assessments in relation to this Contract.
- 8.5 The performance assessments will be substantially in accordance with an assessment sheet agreed by AusAID.
- 8.6 Within twenty-eight (28) days of receiving a performance assessment from AusAID, the Contractor must:
- (a) sign and return to AusAID the Contractor Personnel Performance Assessment together with any response; and
 - (b) ensure that all other performance assessments together with any response any personnel wishes to include are signed and returned to AusAID.
- 8.7 Guidance can be found at Schedule 3A (Contractor Performance Assessment) of the Period Offer Deed.

9. SPECIFIED PERSONNEL

- 9.1 The Contractor shall provide the following Personnel:

Name of Personnel	Adviser Remuneration Framework Job Discipline and Level	Inputs (months)
DSSPNG In-Country Operations Manager	C3	4
DSSPNG In-Country– Technical Supervisor	C2	4

- 9.2 The Contractor shall provide the following administrative staff:
- (a) [insert other as specified in the Tenderers' Proposal]

10. **MILESTONES – Please see Table 2 of Annex 1 to this Services Order.**

11. **SCHEDULES TO THIS SERVICES ORDER**

Comment: Add Schedules from Period Offer Deed as appropriate e.g.

Schedule 3A – Deed of Confidentiality

Schedule 3B – Confidential Information

Schedule 4 – Child Protection Code of Conduct

Schedule 5A – Contractor Performance Assessment

Schedule 5B – Adviser Performance Assessment

Schedule 6 - Adviser Remuneration Framework

Schedule 7 – Declaration of Status

Schedule 8 – Performance Guarantee

12. **TOTAL AMOUNT PAYABLE**

12.1 The maximum amount payable by AusAID to the Contractor under this Services Order shall not exceed the sum of AUD[*Insert Agreement Amount.*] plus GST if any up to a maximum amount of AUD[*Insert GST Amount*]. The maximum amount payable is comprised of the following components:

12.2 AusAID will not be liable for any costs or expenditure incurred by the Contractor in excess of this amount.

12.3 Services Order payments will be comprised of:

PART A – CORE MANAGEMENT SERVICES

Note to Tenderers: Regular payments for Core Management Services, as nominated by the preferred Tenderer in their Financial Proposal, will be allocated proportionately between Services Orders 1 and 2.

(a) **Regular Payments** (see **Clause 16** of this **Services Order**) for:

i) **DSSPNG Personnel Costs** (see **Clause 16** of this **Services Order**) (DSSPNG Personnel monthly Remuneration and Mobility Allowance Costs and DSSPNG Personnel support costs – **Fixed Payments**) (DSSPNG Personnel Costs – One off Costs – **Reimbursed at Cost**);

- ii) DSSPNG **Operating** Costs (see **Clause 17** of this **Services Order**) **Fixed Payments**; and
 - iii) DSSPNG **Setup** Costs (see **Clause 18** of this **Services Order**) **Reimbursed at cost**.
- (b) **DSSPNG Management Fee** (see **Clause 20** of this **Services Order**) paid in the form of Milestones (see **Clause 21** of this **Services Order**).

PART B – DEPLOYEE SUPPORT SERVICES

12.4 Reimbursable Costs (see **Clause 22** of this **Services Order 2**) at cost.

13. REGULAR PAYMENTS

- 13.1 AusAID shall make Regular Payments monthly in arrears as described in **Clause 21** of **Part 3** (Standard Contract Conditions) of the Period Offer Deed.
- 13.2 Regular Payments are to be based on the costs incurred during the period in accordance with **Tables 1 – 9** of this **Services Order 1**.

14. DSSPNG PERSONNEL COSTS

14.1 AusAID shall reimburse the Contractor for DSSPNG Personnel Costs up to a **maximum total** of AUD[*insert amount*] plus GST up to a maximum total of AUD[*insert amount*], if applicable.

14.2 DSSPNG Personnel Costs comprise the following:

- (a) Fixed Monthly Payments for Specified Personnel/Other Personnel. Remuneration Rates, including Mobility Allowance if appropriate of up to AUD[*insert amount*];
- (b) Fixed Monthly Payments for Personnel Support Costs of up to AUD[*insert amount*]; and
- (c) Personnel One-off Costs of up to AUD [*insert amount*] to be reimbursed at cost.

Long Term Advisers (Specified Personnel)

- 14.3 For each Long Term Adviser, AusAID shall pay the Contractor, (period to be specified) on a reimbursable basis in arrears, the following items:
- (a) the Monthly Remuneration Rate in accordance with the Job Level and Professional Discipline Category specified in the position Terms of Reference and calculated in accordance with the Adviser Remuneration Framework. The Monthly Remuneration Rate shall be:

- i) inclusive of base salary;
 - ii) inclusive of superannuation levy, if any;
 - iii) inclusive of paid annual leave allowances of up to twenty (20) days per annum, to accrue on a pro rata basis per twelve (12) months' continuous engagement on the Project;
 - iv) inclusive of any locally recognised public holidays;
 - v) inclusive of private transport costs; and
 - vi) inclusive of all escalators for the term of this Contract; BUT
 - vii) exclusive of any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor; and
- (b) Mobility Allowance, if any.
- 14.4 Leave accrued during the assignment for Long Term Advisers shall be deemed to be taken in the twelve (12) month period it falls due and cannot be accumulated or paid out.
- 14.5 For Part A – Core Management Services, Long Term Personnel/ Advisers, see **Table 4 of Annex 1** to this **Services Order**.
- 14.6 AusAID will not reimburse leave costs in excess of those specified at **Clause 16.3 (a) (iii)** above.
- 14.7 If a Specified Personnel is absent for any period, aside for the periods of leave permitted in **Clause 16.3(a) (iii)** above, the Monthly Remuneration Rate and Mobility allowance payable will be adjusted in accordance with the following formula:

$$\text{Adjustable Monthly Rate} = \frac{(\text{Number of Days Worked} + \text{AusAID Papua New Guinean Public Holidays}) \times \text{Monthly Rate}}{\text{Total workable days (Weekdays and AusAID Papua New Guinean Public Holidays) in Month}}$$

Personnel/ Adviser Support Costs and One-Off Costs

- 14.8 AusAID shall pay the Contractor, (period to be specified) on a reimbursable basis in arrears Adviser Support Costs including the following items:
- (a) any reasonable costs related to security;

- (b) work related travel and accommodation costs at the rates determined by AusAID from time to time;
 - (c) reasonable costs for medical insurance;
 - (d) expenses associated with Housing Costs for Long Term Advisers. Long Term Advisers with spouses or partners who are already in receipt of an expatriate accommodation allowance will not be eligible to reimbursement for Housing Costs;
 - (e) mobilisation/demobilisation costs for Long Term Advisers including all reasonable one-off costs associated with mobilisation and demobilisation including any necessary medical clearances and inoculations; uplift of effects; passport and visa costs; storage; and the cost of one return international flight from home location for the Long Term Adviser and Dependents.
- 14.9 The cost of any airfares will be reimbursed at the cost of economy class for each flight sector of four (4) hours or less and business class for each flight sector greater than four (4) hours duration. Any travel undertaken at cheaper rates (e.g. discount fares) does not entitle the Contractor to reimbursement of the cost of any higher class of travel. Travel must be via the most direct and cost effective route. A 'flight sector' means from any one flight departure point to any one flight landing point.
- 14.10 Adviser Support Costs will be reimbursed at cost on a (period to be specified) basis in arrears within thirty (30) days of AusAID's receipt of a correctly rendered invoice.
- 14.11 For **Part A** – Core Management Services, Adviser Support Costs and One-Off Costs, see **Tables 5 and 6 of Annex 1** to this **Services Order**.

15. DSSPNG OPERATING COSTS

- 15.1 AusAID shall reimburse the Contractor up to a **maximum total** of AUD[*insert amount*] plus GST, if any, to a maximum of AUD[*insert amount*] for DSSPNG Operational Costs.
- 15.2 AusAID shall pay the Contractor monthly in arrears, an all-inclusive monthly fixed payment for Operational Costs, as detailed in **Table 7 of Annex 1** to this **Services Order** within thirty (30) days of AusAID's receipt of a correctly rendered invoice. Reimbursement is subject to:
- (a) details of the items purchased (consumables) or expenses incurred contained in a (period to be specified) payment invoice prepared in accordance with **Clause 10** (Procurement Services) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed; and
 - (b) original receipts and invoices maintained to substantiate any claim.

- 15.3 The actual cost will be exclusive of any procurement costs, all profits, all overheads, administration or management fee, or any other commercial margins/mark-up on the part of the Contractor, as these costs are assumed to be covered by the DSSPNG Management Fee detailed in **Clause 19** below.
- 15.4 For the purposes of this Contract, DSSPNG Operating Costs means goods and services to include:
- (a) **Office Property/Space:** including office furniture, office supplies/stationery, recurrent office costs (phone, fax, printers, papers, photocopier and software), communications (excluding head office if international), any equipment and utilities and office rent required by the Contractor for the day-to-day administration of the DSSPNG and services detailed as 'Core Management Services' in Schedule 1 (Scope of Services).
 - (b) **Office Equipment:** including purchase and maintenance of office equipment and supplies such as computers and software licences required by the Contractor for the day-to-day administration of the DSSPNG and services detailed as 'Core Management Services' in **Schedule 1** (Scope of Services).
 - (c) **Administrative Personnel/Sub-Contractors:** covering costs such as salary, superannuation (if applicable) relevant taxes and personnel training/development costs, required by the Contractor for the day-to-day administration of the DSSPNG and services detailed as 'Core Management Services' in **Schedule 1** (Scope of Services).
 - (d) **Vehicles:** covering purchase, lease, registration/insurance, and maintenance for DSSPNG operational needs.
 - (e) **Security and Occupational Health and Safety (OH&S):** covering costs such as security systems and OH&S refurbishments.
- 15.5 The Contractor must maintain a **Register of Assets** in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed in the format described in **Annex 1** to **Schedule 2** (Basis of Payment).

16. DSSPNG SETUP COSTS

- 16.1 AusAID shall reimburse the Contractor for DSSPNG Setup Costs up to a **maximum total** of AUD[*insert amount*] plus any GST up to , if applicable, up to a maximum total AUD[*insert amount*], at cost in arrears.
- 16.2 For the purposes of this Contract, DSSPNG Setup Costs means goods such as office furniture, office computers and IT infrastructure, vehicles and office equipment required by the Contractor for the day-to-day administration of the DSSPNG and related services.

- 16.3 The Contractor will be reimbursed on the basis of the actual cost incurred for items identified as reimbursable, up to the maximum costs listed in **Table 8** of **Annex 1** to this **Services Order** within thirty (30) days of AusAID's receipt of a correctly rendered invoice. Reimbursement is subject to:
- (a) details of the items purchase (consumables) or expenses incurred contained in a monthly payment invoice prepared in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions) of the Period offer Deed; and
 - (b) original receipts and invoices maintained to substantiate any claim.
- 16.4 The actual cost will be exclusive of any procurement costs, all profits, all overheads, administration or management fee, or any other commercial margins/mark-up on the part of the Contractor, as these costs are assumed to be covered by the DSSPNG Management Fee detailed in **Clause 19** below.
- 16.5 When expenditure reaches 80% of the category limits specified in **Table 8** of **Annex 1** to this **Services Order**, the Contractor must advise AusAID of the remaining commitments and whether the upper limits are likely to be exceeded, and, if so, provide justification.
- 16.6 The Contractor must not vary the value allocated against Categories within **Table 8** of **Annex 1** to this **Services Order** without the prior approval of AusAID. Such changes will not require a contract amendment if they remain under the category maximum cost total.
- 16.7 The Contractor must maintain a Register of Assets in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed in the format described in **Annex 2** to **Schedule 2** (Basis of Payment) of the Period Offer Deed.

17. DSSPNG MANAGEMENT FEE (DSSPNG MF)

- 17.1 AusAID shall pay the Contractor a fixed DSSPNG Management Fee up to a **maximum** of AUD[insert amount] plus GST, if applicable, to a maximum of AUD[insert amount]. This will be paid in the form of Regular Payments and Milestones as set out in **Clause 16** below (Payment Events and, Milestones).
- 17.2 The DSSPNG MF is set out in **Table 1 Annex 1** to this **Services Order**.
- 17.3 The DSSPNG MF is inclusive of the following:
- (a) all high level management and management support costs for all DSSPNG personnel;

- (b) the cost of any contractor Head Office support, such as administrative, financial and management support;
- (c) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for all Contractor Head Office personnel (other than those listed as Personnel at **Table 4** of **Annex 1** to this **Service Order**);
- (d) all necessary domestic and international communications costs incurred;
- (e) financial management costs and financing costs if any;
- (f) security costs for all DSSPNG personnel and not covered elsewhere;
- (g) Taxation (other than personnel-related taxes and GST), as applicable;
- (h) insurance costs (including but not limited to, professional indemnity, worker's compensation, public liability, and any other insurances as required under the Contract or deemed necessary the Contractor) in accordance with **Clause 35** (Indemnity) and **Clause 36** (Insurance) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed.
- (i) costs of complying with the Contractor's reporting and liaison obligations under the Contract;
- (j) costs associated with all personnel briefings overseas or in Australia or Indonesia;
- (k) costs associated with personnel recruitment, other procurement and subcontracting any services;
- (l) costs associated with any subcontracting and procurement of goods or services;
- (m) all escalators for the Services Order 2;
- (n) all allowances for risk and contingencies;
- (o) external audit and internal auditing and assurance costs;
- (p) costs for monitoring and evaluation of the quality of DSSPNG-funded activities by the Contractor;
- (q) any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor; and
- (r) all other costs not specifically identified in **Table 4** (DSSPNG Personnel Costs), **Table 7** (DSSPNG Operating Expenses) and **Table 8** (DSSPNG Setup Costs) of this **Services Order**.

- 17.4 The DSSPNG MF is specified for the first **fifteen** (15) months of this Contract as detailed in **Table 1** of **Annex 1** to this **Services Order**, and will be billed to AusAID in accordance with **Clause 20 (Payment Events, Milestones and Contractor Performance)** of this **Services Order**.

18. PAYMENT EVENTS, MILESTONE AND CONTRACTOR PERFORMANCE

- 18.1 AusAID shall pay the DSSPNG MF in instalments; the Annual Management Fee (or part thereof) shall be reflected as a monthly rate, sixty (60) percent of which will be paid monthly in arrears on receipt of a valid invoice, and forty (40) percent retained for payment against Milestones linked to Contractor Performance as reflected in **Table 2** of **Annex 1** to this **Services Order**.
- 18.2 The Monthly Management Fee Payments in arrears payable by AusAID to the Contractor shall **not exceed** the sum of **AUD[insert amount]**, plus GST, if applicable, up to a maximum amount of **AUD[insert amount]**.
- 18.3 The Milestone Payments (linked to Contractor Performance Assessments) payable by AusAID to the Contractor shall not exceed the sum of **AUD[insert amount]**, plus GST, if applicable, up to a maximum amount of **AUD[insert amount]**.
- 18.4 The Payments will be payable to the Contractor progressively within thirty (30) days of AusAID acceptance of the validity of the invoice and/or the satisfactory achievement of the Milestones and Key Performance Indicators as specified in **Tables 2** and **3** of **Annex 1** to this **Services Order 1** and subject to the provisions of **Clause 21** (Payment) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed.

19. DSSPNG DEPLOYEE SUPPORT REIMBURSABLE PAYMENTS

- 19.1 AusAID shall reimburse the Contractor up to a **maximum total** of **AUD[insert amount]** plus GST, if applicable, to a maximum of **AUD[insert amount]** for DSSPNG Deployee Support Services at the rates agreed by AusAID in writing up to the limits detailed in **Table 9** of **Annex 1** to this Services Order.
- 19.2 Payment of DSSPNG Deployee Support Reimbursables are expected to include any or all of the following required activities:
- (a) **Security and Occupational Health and Safety (OH&S) for Deployees:** including specified security services and assessment/required mitigation of OH&S conditions.
 - (b) **Preparation and Mobilisation:** including, as required, organising visas, transport of personal effects, insurance, providing a pre-deployment briefing, training and assistance;

- (c) **Work Related Travel and Movement Control:** organising transportation and accommodation for domestic and international work-related travel and maintenance of Deployee Location Registers;
 - (d) **Support for managing Deployee Operational Budgets:** assisting those Deployees who are provided with an operational budget to manage their responsibilities for utilising that budget in consultation with AusAID and/or relevant AGO;
 - (e) **Residential Accommodation:** provision of residential accommodation that facilitates the Deployees' achievement of their deployment objectives with due consideration to issues of safety and security, amenity and locality;
 - (f) **Health:** provision of general information on health risks and services;
 - (g) **Communications:** including providing radio, mobile/satellite phone, landline, mail services, internet connection and email;
 - (h) **Work Related Assets and Vehicles for Deployees:** provision of assets and vehicles primarily for work-related purposes, appropriate disposal of assets at end-of-life;
 - (i) **Demobilisation:** including transport of personal effects, short-term accommodation, transport and insurance;
 - (j) **Pastoral Care:** access to pastoral support or counselling services as reasonably required by Deployees and their Dependents
- 19.3 Specified upper limits for this Category as agreed in **Table 9** of **Annex 1** of this Services Order shall not be exceeded without prior written approval from AusAID. When expenditure reaches 80% of the limits, the Contractor will advise the AusAID of the remaining commitments and whether the upper limits are likely to be exceeded and, if so, provide justification.
- 19.4 The Contractor may vary the sums assigned against individual items within a Category without a contract amendment, but must not assign a sum from one Category to another Category to avoid exceeding the maximum reimbursable amount.

20. CLAIMS FOR PAYMENT

- 20.1 Tax invoices must be submitted when due in accordance with this Services Order, in a form identifying the project/activity title, the Services Order number **xxxx/2**, and in accordance with Standard Conditions clause headed **Payment** of the Deed. Invoices must also contain the Payment Event number as notified by AusAID.
- 20.2 All claims for payment must be **made** to:

Chief Finance Officer
Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601

- 20.3 Tax invoices should be sent to the above address. Alternatively AusAID will accept electronic tax invoices. These can be sent to accountsprocessing@ausaid.gov.au
- 20.4 Invalid invoices will be returned to contractors. Information on what constitutes a valid tax invoice can be found at <http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm>

21. NOTICES

- 21.1 Notwithstanding clause headed ‘**Notices**’ in the **Part 3 Period Offer Deed Conditions**, for the purposes of this Services Order, the address of a Party shall be the address set out below or another address of which that Party may from time to time give notice in writing to each other Party:

AusAID

To: DSSPNG Contract Manager,
Operations Section,
Street Address: Level 4,
Deloitte Tower PAPUA NEW GUINEA
Facsimile: +675 321 6455

Contractor:

To: [Contractor name]
Attention: [contact person]
Postal Address:

Street Address:

Facsimile:

Issued for and on behalf of the **Commonwealth
of Australia** represented by the Australian
Agency for International Development by:

Signature of FMA Act s44 Delegate

[insert name]

Name

In the presence of:

[insert position,section]

Position, Section

Signature of witness

Name of witness
(*Print*)

Dated: _____

ANNEX 1

Summary of Tables

Part A – Core Management Costs

- 1. DSSPNG Management Fee – Fixed Fee Payment**
- 2. DSSPNG Milestone Payments – Fixed Fee Payment**
- 3. DSSPNG Performance Management - Key Performance Indicators**
- 4. DSSPNG Personnel/Adviser Monthly Remuneration Rate and Mobility Allowance – Fixed Fee Payment**
- 5. DSSPNG Personnel/Adviser Support Costs – Fixed Fee Payment**
- 6. DSSPNG Personnel/Adviser One Off Costs – Reimbursed at Cost**
- 7. DSSPNG Office Operating Costs – Fixed Fee Payment**
- 8. DSSPNG Office Set-Up Costs – Reimbursed at Cost**

Part B – Deployee Support Services Costs

- 9. DSSPNG Deployee Support Costs – Reimbursed at Cost**
- 10. Asset Register**

Table 1: DSSPNG Management Fee

Year	Total (Monthly) AUD	Total (Annual) AUD	Total Regular Payments AUD	Total Milestones Payments AUD
Year 1 (three (3) months) 1 April 2012 to 30 June 2012			(Note 1)	(Note 2)
Total				

Notes:

1. This is the total for Regular Payments made for the DSSPNG Management Fee for the three (3) month period.
2. This is the total for Milestone Payments made for the three (3) month period.

Table 2: DSSPNG Milestone Payments

Milestone #	Description	Due Date	Estimated Claim Period (month)	Means of Verification	Indicative amount to be negotiated	Amount (AUD)
M1	Transition and Risk Management Plans		Year 1 Month 1 (1 Month)	AusAID acceptance in writing	40% of Year 1	
M2	Operating Procedures Manuals		Year 1 Month 3 (3 Months)	AusAID acceptance in writing	60% of Year 1	
			3 months	Total		

Notes:

1. Total of M1 to M2 will be equal to a proportion of the 40% of DSSPNG Management Fees 2011/2012 for 3 months.

Table 4: DSSPNG Personnel/Adviser Monthly Remuneration Rate and Mobility Allowance

	Year 1 2011/2012		
Position	Inputs (months)	Rate per month (AUD)	Maximum Amount Payable (AUD)
DSSPNG In-Country Operations Manager			
(a) ARF C3 Remuneration	3		
(b) Mobility			
DSSPNG In-Country Technical Supervisor			
(a) ARF C2 Remuneration	3		
(b) Mobility			
Other (please specify)	3		
TOTAL			

Notes:

1. The Monthly Remuneration Rate is inclusive of Salary, Superannuation Liabilities and Taxes and Employment Conditions (including Leave).
2. National engaged staff costs are inclusive of all Papua New Guinean employment conditions.

Monthly remuneration rate is the actual base salary/fee, plus salary on-costs (e.g. superannuation and annual leave) payable on a monthly basis to a long-term adviser and is determined according to the remuneration tables in this Framework. This is before any supplemental payments or any deductions are made to or from their monthly remuneration. For the purpose of the Framework, the following definitions apply:

- **Salary on-costs** represent costs of specific benefits paid directly to the long-term adviser, such as annual leave and superannuation, in addition to base salary/fee that form part of the adviser's total income. These costs should be distinguished from the support costs related to the adviser position and the general overhead costs of a firm (in cases where an adviser is engaged through a firm rather than AusAID directly).
- **Annual leave** accrues by 1.66 days per month (=20days per year). The Framework does not cover any additional leave. Advisers wishing to take more than 20 days of leave over the course of a year will need to "purchase" the leave in line with the conditions of the contract.
- **Superannuation** is a contribution made by AusAID or a managing contractor to an adviser's superannuation fund to provide income after retirement.

Mobility Allowance is a supplemental payment to long term advisers in addition to their monthly remuneration and is calculated as a percentage of the adviser's monthly remuneration rate. The allowance is designed to even out any additional costs of living abroad not accounted for in the remuneration rate.

Table 5: DSSPNG Personnel/Adviser Support Costs

	Year 1 2011/2012		
Position	Inputs (months)	Rate per month (AUD)	Maximum Amount Payable (AUD)
DSSPNG In-Country Operations Manager	3		
(a) Housing			
(b) Security			
(c) Other (please specify)			
DSSPNG In-Country Technical Supervisor	3		
(a) Housing			
(b) Security			
(c) Other (please specify)			
Total			

Table 6: DSSPNG Personnel/Adviser Costs – One-off Costs

Position	Year 1		Years 1
	Frequency	Amount per event Payable (AUD)	Maximum Amount Payable
DSSPNG In-Country Operations Manager Costs			
(a) Mobilisation			
(b) Demobilisation			
(c) Visa/Work Permits (is required)			
(d) Inoculations/Medical and Police Clearance			
(e) Other (please specify)			
DSSPNG In-Country Technical Supervisor Costs			
(a) Mobilisation			
(b) Demobilisation			
(c) Visa/Work Permits (is required)			
(d) Inoculations/Medical and Police Clearance			
(e) Other (please specify)			
Other			
TOTAL			

Table 7: DSSPNG Office Operational Costs

Item (below are examples)	Inputs (months)	Rate 2011/12 (AUD/month)	Total Cost (AUD)
Office Rent	4		
Office Security	4		
Office Utilities	4		
Office Consumables	4		
Internet and IT monthly costs	4		
Insurance not covered in Management Fee	4		
Communications	4		
Vehicle Operating Costs	4		
TOTAL			

Table 8: DSSPNG Office Set-Up Costs

Inputs	Units	Est Unit Cost (AUD)	Total Cost (AUD)
Office furniture	1		
Internet and IT infrastructure	1		
Insurance costs	1		
Consumables	1		
Vehicles	1	-	-
MIS Establishment	1	-	-
Website Development	1	-	-
Office Infrastructure	1		
TOTAL			

Table 9: DSSPNG Deployee Support Services Indicative Reimbursable Costs

Item	Number of Long Term Advisers (adviser months)	Number of Short term Advisers (adviser months)	2011/12 Budget (AUD)	Total Budget (AUD)
Security				
Preparations and Mobilisation				
Work Related/Relief Travel and Movement Control				
Residential Accommodation				
Communications Equipment				
IT Services				
Work Related Assets				
Operational Budget				
Vehicles				
Demobilisation				
Services for short-term and emergency deployments				
Vehicle Costs				
Vehicle Operating Costs				
Other - specify				
Total				

Note:

- Budget lines may be varied by the Contractor following consultation with AusAID. These changes do not require a Contract Amendment.

(Comment: Format for Table 9 to be agreed with Contractor.)

Table 10 – Asset Register

Asset ID # / Barcode #	Asset Type	Description of the Asset	Serial # / Model #	Purchase Reference	Purchase Date	Purchase Price	Supplier	Date and Location Received	Location of Asset	Status of Asset (i.e. disposed)	Last date of physical check	Remarks (including disposal action and price received)



PART 7 - C
TEMPLATE FOR A SERVICES ORDERS
DEPLOYMENT SUPPORT SERVICES
FOR
TWINNING ARRANGEMENTS
AND
OTHER DEPLOYEE SUPPORT SERVICES

<Insert Date>

Dear

RE: Services Order No. for the Deployment Support Services for the [insert type of Services]

You have agreed to provide services for the above project in accordance with [AGO/AUSAID] Period Offer No. titled **[insert Period Offer title]**.

Attached is a Services Order issued under this Period Offer. This Services Order brings into existence a contract between [AGO/AUSAID] and , to provide the Services outlined in the Period Offer and those specified under “**Services**” in the attached Services Order.

Please note that you are not required to sign or return the Services Order.

Yours sincerely

FMA Act s.44 Delegate

SERVICES ORDER

Comment: The detail of the Services Order will be determined by the complexity of the services to be delivered. For a simple task, many of the headings and supporting tables may not be required.

This Services Order is issued by [AGO/AUSAID/AusAID] in accordance with the clause headed **Formation of Periodic Contracts** of the Period Offer Deed number between [AGO/AUSAID] and , and brings into existence a periodic contract between [AGO/AUSAID] and the Contractor for the provision of the Services detailed below subject to the terms and conditions set out in Parts A and B of the Deed.

1. BACKGROUND

- 1.1 Provide Background for the services.

2. INTERPRETATION

- 2.1 All terms used in this Services Order have the same meaning as is given to them in the Deed, unless the context otherwise requires.

3. TERM OF SERVICES ORDER

- 3.1 The term of this Services Order commences upon issue of this Services Order signed by [AGO/AUSAID] being the date indicated at the end of this Services Order and continues until all obligations under this Services Order have been fulfilled or earlier notice of termination under this Services Order.
- 3.2 The Contractor must commence the Services no later than **(specify)** and must complete the Services by **(specify)**

4. THE SERVICES

- 4.1 The Contractor shall provide the required Services in the terms of the phase of operation as follows, and **in accordance** with **Schedule 1** (Scope of Services).

DSSPNG PHASES [delete if not required]

- 4.2 Define the Phases if this is relevant.

OVERVIEW OF SERVICES

- 4.3 **Core Management Services** to be provided by the Contractor will include:

- (a) Facility Management and responsibilities for relationships with stakeholders (**Clause 5 of Schedule 1**);
- (b) Management of Transition Phase (first year) (**Clauses 6.2 and 6.3 of Schedule 1**);
- (c) Fixed Personnel and Associates Inputs – Staffing (**Clause 9 of Schedule 1**);
- (d) Office Operations (**Clause 10 of Schedule 1**);
- (e) Communications and Information Management (**Clauses 11.7 – 11.12. of Schedule 1**);
- (f) Security Management (**Clauses 11.5 and 11.6 of Schedule 1**);
- (g) Procurement Management and Vehicle Asset Management: (**Clause 12 of Schedule 1**);
- (h) Other Asset Management (**Clauses 13 and 12.5 – of Schedule 1**);
- (i) Property Management (**Clause 14 – of Schedule 1**);
- (j) Financial Management and Audit (**Clause 15 of Schedule 1**);
- (k) Performance Management (**Clause 16 of Schedule 1**);
- (l) Telecommunications Management (**Clause 17 of Schedule 1**);
- (m) Reporting, Plans, Manuals and Strategies (**Clause 18 of Schedule 1**); and
- (n) Deployee Operational Budgets Management (**Clauses 20.16 and 20.17 of Schedule 1**);

4.4 **Deployment Support Services** to be provided by the Contractor are to be in accordance with the Minimum Services Standards of the Scope of Services **Annex 1** and will broadly include:

- (a) **Security and Occupational Health and Safety (OH&S):** Specified security services and assessment/required mitigation of OH&S conditions including provision of security briefings to Deployees, provision of communications, inspections of residential accommodation, and advice on, and where necessary arrangements for security of residential accommodation can be obtained (see **Clauses 20 of Schedule 1**);
- (b) **Preparation and Mobilisation:** including, as required, organising visas, transport of personal effects, insurance, providing a pre-deployment briefing, training and assistance;

- (c) **Residential Accommodation:** provision of residential accommodation that facilitates the Deployees' achievement of their deployment objectives with due consideration to issues of safety and security, amenity and locality (see **Clauses 20.8 – 20.14 of Schedule 1**);
- (d) **Work Related Travel and Movement Control:** organising transportation and accommodation for domestic and international work-related travel and maintenance of Deployee Location Registers; (see **Clause 20.15 of Schedule 1**);
- (e) **Support for managing Deployee Operational Budgets:** assisting those Deployees who are provided with an operational budget to manage their responsibilities for utilising that budget in consultation with AusAID and/or relevant AGO (see **Clauses 20.16 and 20.17 of Schedule 1**);
- (f) **Communications:** including providing radio, mobile/satellite phone, landline, mail services, internet connection and email (see **Clause 20.18 of Schedule 1**);
- (g) **Health:** provision of general information on health risks and services (see **Clauses 20.19 – 20.21 of Schedule 1**);
- (h) **Insurance:** provision of medical and other insurances where Deployees are not already insured through an existing insurance policy (**Clause 20.22 of Schedule 1**);
- (i) **Work Related Assets and Vehicles for Deployees:** provision of assets and vehicles primarily for work-related purposes, appropriate disposal of assets at end-of-life (see **Clauses 12.5 and 13 of Schedule 1**);
- (j) **Demobilisation:** including transport of personal effects, short-term accommodation, transport and insurance;
- (k) **Procurement:** including the procurement of goods or services on behalf of AusAID or other AGO within the scope of a deployment activity;
- (l) **Recruitment;** to include the provision of logistical support to facilitate, as directed, the recruitment of Australian Government and non-Australian Government Officials;
- (m) **Pastoral Care:** access to pastoral support or counselling services as reasonably required by Deployees and their Dependents, in accordance with AusAID/AGO [insert whichever is applicable] and Home Agency Terms and Conditions; and
- (n) Other **Ad Hoc Services** as agreed and approved by AusAID in writing and included in the Scope of this Contract.

Comment: Above are headings – add to or delete as appropriate.

- 4.5 **Minimum Service Standards:** The Contractor must provide all Services under this **Clauses 4.3** (Core Management Services) and **4.4** (Deployee Support Services) to the agreed Minimum Service Standards as set out in Annex A (see also **Clause 22** (Minimum Service Standards) of **Schedule 1**).

Comment: Delete services if not required

5. REPORTING REQUIREMENTS, PLANS AND PROCEDURES

Comment: See below indicative headings – add to or delete as appropriate.
--

- 5.1 The Contractor must provide the following reports by the date, in the format and the number of copies indicated:

REPORTS

Contractor Performance Report

- 5.2 Within two (2) weeks of the end of each quarterly period commencing on the date of execution (or other date if specified) of Services Order, the Contractor must give [insert name of Australian Government Organisation] a Performance Report on the Contractor's performance of the Services.

The Performance Report must:

- (a) Report on the Contractors performance for the previous three-months, against the Minimum Service Standards. This shall include issues raised by the Deployees and Contract Manager, and steps/actions taken to resolve this;
- (b) Present data from the MIS database to support reports against the Minimum Service Standards;
- (c) Any recommendations for AGO/AUSAID consideration, and suggestions to improve the Minimum Service Standards and MIS for the next reporting period.

Management, Administration and Monitoring Reports

- 5.3 The Contractor must provide Management, Administration and Monitoring Reports within two (2) weeks of each three (3) month period during the term of the Services Order. The Reports must include:
- (a) a summary of Deployees mobilised and demobilised during the period;
 - (b) a summary of procurements during the period (if any);
 - (c) a budget for the subsequent (current) three month period

- (d) actual expenditure during the previous period against each deployee service in the Services Order; and
 - (e) a list of sub-contracts and leases entered into during the period.
 - (f) Financial Reports
- 5.4 Within two (2) weeks of each three (3) month period during the term of each Services Order, the Contractor must provide Financial Reports on a quarterly basis. This report should include:
- (a) total historical expenditure under the Services Order; and
 - (b) anticipated expenditure for the next three (3) month period; and
 - (c) the Contractor may be requested to provide Periodic Financial Reports.

Completion Report (including a Handover Plan)

- 5.5 The requirement for the completion Report will be confirmed separately in writing. If the Period Offer Deed is extended, then it is unlikely to be required.

Exception Reports:

- 5.6 The Contractor will also provide Exception Reports in relation to any issue that may arise that warrants formal reporting beyond any of the stated reporting requirements, and meet any other reporting requirements as may be required by [other Australian Government Organisation]at any time.
- 5.7 All reports must:
- (a) be provided in accordance with the specification under Standard Conditions clause headed **Reports**;
 - (b) be accurate and not misleading in any respect;
 - (c) be prepared as directed by [AGO/AUSAID];
 - (d) be provided in the format and on the media approved or requested by [AGO/AUSAID];
 - (e) not incorporate either the [AGO/AUSAID] or the Contractor's logo;
 - (f) be provided at the time specified in this Services Order; and

- (g) incorporate sufficient information which allows [AGO/AUSAID] to monitor and assess the success of the Services in achieving the objectives of [AGO/AUSAID]'s policy framework.

PLANS

Risk Management

- 5.8 **Risk Management Plan:** for services under the Services Order - specify.

PROCEDURES

Operating Procedures

- 5.9 **The Operating Procedures:** for services under the Services Order. Where practical these should be consistent with the **DSSPNG Operating Procedures Manual**.

Specify requirements.

- (a) **Roles and Responsibilities.**
- (b) **Communication Procedures.**
- (c) **Financial Procedures.**
- (d) **Security Plan.**
- (e) **Procurement Policy.**
- (f) **Performance Reviews and Assessment:** as outlined in **Clause 23** of **Schedule 1** (Scope of Services).

Comment: Delete if not required
--

6. PERFORMANCE REVIEWS AND ASSESSMENTS

Comment: Delete if not required
--

Annual Contractor Performance Review

- 6.1 Representatives of [AGO/AUSAID] will conduct an quarterly DSSPNG Contractor Performance Review, to assess the year's activities and agree on any adjustments required to improve operations and outcomes. The Contractor must adapt and improve its operations, approach and systems in response to the Annual Performance Assessment outcomes. The benchmark for the review will be the MSSs as agreed between the Contractor and AusAUD.

- 6.2 The Contractor performance assessment will focus on how well the services, standards and response times have progressed over the previous year, as well as identifying any constraints or issues (on both parties) that need to be resolved or improved. Following receipt of the Performance Review outcomes, the Contractor must provide a short report to the nominated Services Order sponsor on how specific DSSPNG operations service-level performance can be further improved.

Adviser Performance Assessments

- 6.3 The Contractor acknowledges and agrees that [AGO/AUSAID] may issue or request the Contractor to produce:
- (a) Contractor Personnel Performance Assessments in relation to this Contract.
- 6.4 The performance assessments will be substantially in accordance with an assessment sheet agreed by [AGO/AUSAID].
- 6.5 Within twenty-eight (28) days of receiving a performance assessment from [AGO/AUSAID], the Contractor must:
- (a) sign and return to [AGO/AUSAID] the Contractor Personnel Performance Assessment together with any response; and
 - (b) ensure that all other performance assessments together with any response any personnel wishes to include are signed and returned to [AGO/AUSAID].

Adviser Performance Assessments

- 6.6 Guidance can be found at **Schedule 5A** (Contractor Performance Assessment to this Services Order).

7. SPECIFIED PERSONNEL

- 7.1 The Contractor shall provide the following Personnel:

Comment: Delete if not required i.e. existing Personnel under Services Orders 1 and 2 are sufficient to provide these services.
--

Name of Personnel	Job Discipline and Level	Inputs (months)
Insert name 1-		
Insert name 2 –		

8. TOTAL AMOUNT PAYABLE

The maximum amount payable by [AGO/AUSAID] to the Contractor under this Services Order shall not exceed the sum of AUD[*Insert Agreement Amount.*] plus GST if any up to a maximum amount of AUD[*Insert GST Amount*]. The maximum amount payable is comprised of the following components:

8.1 [AGO/AUSAID] will not be liable for any costs or expenditure incurred by the Contractor in excess of this amount.

8.2 Services Order payments will be comprised of:

PART A – CORE MANAGEMENT SERVICES

Comment: Delete any that are not applicable
--

(a) **Regular Payments** (see **Clause 14**) for **Services Order Management Costs**;

i) **Services Order Contractor Personnel Costs**;

ii) **Services Order Operating Costs** at cost; and

iii) **Services Order Setup Costs** (see **Clause XX** at cost.

(b) **Services Order Management Fee** (see **Clause 17**) paid in the form of Regular Payments or Milestones (see **Clause 18**).

PART B – DEPLOYEE SUPPORT SERVICES

Reimbursable Costs (see **Clause 15** of this **Services Order**) at cost.

8.3 When a Deployee is not an Australian Public Servant and has been recruited by the Contractor at the request of [AGO/AUSAID], the Contractor will be required to pay Personnel Costs consistent with **Clause 14** (DSSPNG Personnel Costs), to the Deployee.

9. REGULAR PAYMENTS

9.1 [AGO/AUSAID] shall make Regular Payments (period to be specified) in arrears.

9.2 Regular Payments are to be based on the **actual** costs incurred in the period.

10. SERVICES ORDER CONTRACTOR PERSONNEL COSTS

10.1 [AGO/AUSAID] shall reimburse the Contractor for Contractor Personnel Costs up to a **maximum total** of AUDXXXX plus GST, if applicable.

10.2 Services Order Contractor Personnel Costs comprise the following:

- (a) Personnel/ Adviser Monthly (or other period) Remuneration Rates;
- (b) Personnel/ Adviser Mobility Allowance if appropriate;
- (c) Personnel/ Adviser Support Costs; and
- (d) Personnel/ Adviser One-off Costs.

10.3 Services Order Contractor Personnel Costs are not to be claimed for Contractor Personnel Costs already paid for in another services order.

Contractor Long Term Advisers

10.4 For each Contractor Long Term Adviser, [AGO/AUSAID] shall pay the Contractor, (period to be specified) on a reimbursable basis in arrears, the following items:

- (a) the Monthly Remuneration Rate in accordance with the Job Level and Professional Discipline Category specified in the Positions Descriptions and calculated in accordance with the Adviser Remuneration Framework. The Monthly Remuneration Rate shall be:
 - i) inclusive of base salary;
 - ii) inclusive of superannuation levy, if any;
 - iii) inclusive of paid annual leave allowances of up to twenty (20) days per annum, to accrue on a pro rata basis per twelve (12) months' continuous engagement on the Project;
 - iv) inclusive of any locally recognised public holidays;
 - v) inclusive of private transport costs; and
 - vi) inclusive of all escalators for the term of this Contract; BUT
 - vii) exclusive of any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor;
- (b) Mobility Allowance, if any; and
- (c) Special Location Allowance, if any.

10.5 Leave accrued during the assignment for Long Term Advisers shall be deemed to be taken in the 12 month period it falls due and cannot be accumulated or paid out.

- 10.6 For **Part A** – Core Management Services, Contractor Long Term Personnel/ Advisers, see **Table 3** of **Annex 1** to this Services Order.
- 10.7 [AGO/AUSAID] will not reimburse leave costs in excess of those specified at **Clause 10.4 (a) (iii)** above.
- 10.8 If a Specified Personnel is absent for any period, aside for the periods of leave permitted in **Clause 10.4 (a) (iii)** above, the Monthly Remuneration Rate and Mobility allowance payable will be adjusted in accordance with the following formula:

$$\text{Adjustable Monthly Rate} = \frac{(\text{Number of Days Worked} + [\text{AGO/AUSAID}] \text{ Papuan New Guinean Holidays}) \times \text{Monthly Rate}}{\text{Total workable days (Weekdays and [AGO/AUSAID] Papuan New Guinean Public Holidays) in Month}}$$

Contractor Short Term Advisers

- 10.9 For each Contractor Short Term Adviser, [AGO/AUSAID] shall pay the Contractor, (period to be specified) on a reimbursable basis in arrears, the following items:
- (a) the Daily Remuneration Rate in accordance with the Job Level and Professional Discipline Category specified in the position Terms of Reference and calculated in accordance with the Adviser Remuneration Framework. The Daily Remuneration Rate shall be:
 - (a) inclusive of base salary; and
 - (b) inclusive of superannuation levy, if any; BUT
 - (c) exclusive of any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor.

- 10.10 For **Part A** – Core Management Services, Contractor Short Term Personnel/ Advisers, see **Table 3** of **Annex 1** to this **Services Order**.

Contractor Personnel/ Adviser Support Costs and One-Off Costs

- 10.11 [AGO/AUSAID] shall pay the Contractor, (period to be specified) on a reimbursable basis in arrears Adviser Support Costs including the following items:
- (a) any reasonable costs related to security;
 - (b) work related travel and accommodation costs at the rates determined by [AGO/AUSAID] from time to time;

- (c) reasonable costs for medical insurance;
- (d) expenses associated with Housing Costs for Long Term Advisers. Long Term Advisers with spouses or partners who are already in receipt of an expatriate accommodation allowance will not be eligible to reimbursement for Housing Costs;
- (e) fixed, non-acquittable per diems in accordance with the rates prescribed by [AGO/AUSAID] for the relevant location for Short Term Advisers; and
- (f) mobilisation/demobilisation costs for Long Term Advisers including all reasonable one-off costs associated with mobilisation and demobilisation including any necessary medical clearances and inoculations; uplift of effects; passport and visa costs; storage; and the cost of one return international flight from home location for the Long Term Adviser and Dependents.

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

10.13 Adviser Support Costs will be reimbursed at cost on a (period to be specified) basis in arrears within thirty (30) days of [AGO/AUSAID]'s receipt of a correctly rendered invoice.

10.14 For **Part A** – Core Management Services, Adviser Support costs and One-Off Costs, see **Tables 4 and 5 of Annex 1** to this **Services Order**.

11. SERVICES ORDER OPERATING COSTS

11.1 [AGO/AUSAID] shall reimburse the Contractor up to a **maximum total** of **AUDXXX** plus GST, if any, to a maximum of **AUDXXX** for Services Order Operational Costs. This amount will be revised downwards by the appropriate amount should the existing Contractor be successful and existing facilities and operating resources are therefore available.

Comment: These Costs will be negotiated and agreed with the successful bidder
--

11.2 [AGO/AUSAID] shall pay the Contractor on a (period to be specified) basis in arrears, all-inclusive Operational Costs, reimbursed at cost, and up to the rate detailed in **Table 6 of Annex 1** to this Services Order within thirty (30) days of [AGO/AUSAID]'s receipt of a correctly rendered invoice. Reimbursement is subject to:

- (a) details of the items purchase (consumables) or expenses incurred contained in a (period to be specified) payment invoice prepared in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions); and

- (b) original receipts and invoices maintained to substantiate any claim.
- 11.3 The actual cost will be exclusive of any procurement costs, all profits, all overheads, administration or management fee, or any other commercial margins/mark-up on the part of the Contractor, as these costs are assumed to be covered by the Services Order Management Fee detailed in **Clause 13** below.
- 11.4 For the purposes of this Contract, Services Order Operating Costs means goods and services to include:
 - (a) Specify.
 - (b) Specify.
- 11.5 When expenditure reaches 80% of the category limits specified in Annex 1 of this Services Order, the Contractor must advise [AGO/AUSAID] of the remaining commitments and whether the upper limits are likely to be exceeded, and, if so, provide justification.
- 11.6 The Contractor must not vary the value allocated against Categories within **Table 6** of **Annex 1** to this Services Order without prior approval of [AGO/AUSAID]. Such charges will not require a contract amendment if they remain under the category maximum cost total.
- 11.7 The Contractor must maintain a Register of Assets in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions) in the format described in **Annex 2** to **Schedule 2** (Basis of Payment).

12. SERVICES ORDER SETUP COSTS

- 12.1 [Events and Milestones).

Note to Tenderers: Payment of Services Order Management Fees will be set out in the drafting of the Services Order and depend on the complexity of the Services.

- 12.2 The Services Order MF is set out in **Table 1 Annex 1** to this Services Order
- 12.3 The Services Order MF is inclusive of the following:
 - (a) all high level management and management support costs for all DSSPNG personnel;
 - (b) the cost of any contractor Head Office support, such as administrative, financial and management support;
 - (c) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for all Contractor Head Office personnel (other than those listed as Personnel at **Table 3** of **Annex 1** to this Services Order);

- (d) all necessary domestic and international communication [AGO/AUSAID] shall reimburse the Contractor for Services Order Setup Costs up to **maximum total** of **AUDXXXX** plus any GST, if applicable, up to **AUDXXXX**, at cost in arrears.

Note to Tenderers: These Costs will be negotiated and agreed with the successful bidder.

- 12.4 For the purposes of this Contract, Services Order Setup Costs means goods such as office furniture, office computers and IT infrastructure, vehicles and office equipment required by the Contractor for the day-to-day administration of the DSSPNG and related services.
- 12.5 The contractor will be reimbursed on the basis of the actual cost incurred for items identified as reimbursable, up to the maximum costs listed in **Table 7** of **Annex 1** to this Services Order within thirty (30) days of [AGO/AUSAID]'s receipt of a correctly rendered invoice. Reimbursement is subject to:
- (a) details of the items purchase (consumables) or expenses incurred contained in a monthly payment invoice prepared in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions); and
- (b) original receipts and invoices maintained to substantiate any claim.
- 12.6 The actual cost will be exclusive of any procurement costs, all profits, all overheads, administration or management fee, or any other commercial margins/mark-up on the part of the Contractor, as these costs are assumed to be covered by the Services Order Management Fee detailed in **Clause 13** below.
- 12.7 When expenditure reaches 80% of the category limits specified in **Table 7** of **Annex 1** to this Services Order, the Contractor must advise [AGO/AUSAID] of the remaining commitments and whether the upper limits are likely to be exceeded and if so, provide justification.
- 12.8 The Contractor must not vary the value allocated against Categories within **Table 7** of **Annex 1** to this Services Order without the prior approval of AusAID. Such changes will not require a contract amendment if they remain under the category maximum cost total.
- 12.9 The Contractor must maintain a Register of Assets in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions) in the format described in **Annex 1** to **Schedule 2** (Basis of Payment).

13. SERVICES ORDER MANAGEMENT FEE (SERVICES ORDER MF)

- (a) [AGO/AUSAID] shall pay the Contractor a fixed Services Order Management Fee up to a **maximum** of **AUDXXXX** plus GST, if any, to a maximum of **AUDXXXX**. This will be paid in the form of Regular payments and Milestones as set out in **Clause 18** (Payment Events costs incurred);

- (b) financial management costs and financing costs if any;
- (c) security costs for all DSSPNG personnel and not covered elsewhere;
- (d) Taxation (other than personnel-related taxes and GST), as applicable;
- (e) insurance costs (including but not limited to, professional indemnity, worker's compensation, public liability, and any other insurances as required under the Contract or deemed necessary the Contractor) in accordance with **Clause 35** (Indemnity) and **Clause 36** (Insurance) of **Part 3** (Standard Contract Conditions) of the Contract;
- (f) costs of complying with the Contractor's reporting and liaison obligations under the Contract;
- (g) costs associated with all personnel briefings overseas or in Australia or Indonesia;
- (h) costs associated with personnel recruitment, other procurement and subcontracting any services;
- (i) costs associated with any subcontracting and procurement of goods or services;
- (j) all escalators for the Services Order;
- (k) all allowances for risk and contingencies;
- (l) external audit and internal auditing and assurance costs;
- (m) costs for monitoring and evaluation of the quality of DSSPNG-funded activities by the Contractor;
- (n) any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor; and
- (o) all other costs not specifically identified in **Clauses 10** (DSSPNG Personnel Costs), **Clause 11** (DSSPNG Operating Expenses) and **Clause 12** (DSSPNG Setup Costs) of this Services Order.

13.2 The Services Order MF is detailed in **Table 1** of **Annex 1** to this Services Order, and will be billed to [AGO/AUSAID] in accordance with **Clause 14 (Payment Events and Milestones)** of this Services Order.

14. PAYMENT EVENTS AND MILESTONES

14.1 The Milestone Payments payable by [AGO/AUSAID] to the Contractor shall not exceed the sum of **AUDXXX**, plus GST, if any, up to a maximum amount of **AUDXXX**.

- 14.2 The Payments will be payable to the Contractor progressively within thirty (30) days of [AGO/AUSAID] acceptance of the validity of the invoice and/or the satisfactory achievement of the Milestones specified in **Table 2 of Annex 1** to this Services Order and subject to the provisions of **Clause 21 (Payment)** of **Part 3 (Standard Contract Conditions)**.

Comment: Payment of Services Order Management Fees will be set out in the drafting of the Services Order and depend on the complexity of the Services. Payment could be simple regular payments or tied to Milestones.

15. SERVICES ORDER DEPLOYEE SUPPORT REIMBURSEABLE PAYMENTS

- 15.1 [AGO/AUSAID] shall reimburse the Contractor up to a **maximum total** of **AUDXXX** plus GST, if any, to a maximum of **AUDXXX** for Services Order Deployee Support Services at the rates agreed by [AGO/AUSAID] in writing up to the limits detailed in **Table 8 of Annex 1** to this Services Order.
- 15.2 Payment of Services Order Deployee Support Reimbursables are expected to include any or all of the following required activities:
- (a) **Security for Deployees** – including costs for the provision of security briefings to Deployees, provision of communications, inspections of residential accommodation, residential security systems.
 - (b) **Preparation and Mobilisation** – including costs, as required, for visas, flights, transport of personal effects, pre-departure medical, essential vaccinations, insurance, customs fees, temporary accommodation (if required), delivery of personal effects to accommodation and in-country briefing and assistance.
 - (c) **Residential Accommodation:** provision of residential accommodation that facilitates the Deployees’ achievement of their deployment objectives with due consideration to issues of safety and security, amenity and locality;
 - (d) **Work Related Travel and Movement Control:** including transportation and accommodation costs for domestic and international relief and work-related travel.
 - (e) **Residential Accommodation:** including costs for legal advice in relation to leases, ‘settling-in-kits’, home furnishings, public liability insurance, rent/lease payments, bonds and cost of maintenance.
 - (f) **Communications Equipment:** including costs for the purchase and maintenance of mobile phones, radios and mail/courier services.
 - (g) **Health:** provision of general information on health risks and services;

- (h) **Insurance:** provision of medical and other insurances where Deployees are not already insured through an existing insurance policy;
- (i) **Work Related Assets and Vehicles for Deployees:** provision of assets and vehicles primarily for work –related purposes, appropriate disposal of assets at end-of-life;
- (j) **Demobilisation:** including passport updates, flights transport of personal effects, post-return medical and counselling services (if required);
- (k) **Procurement:** including the procurement of goods or services on behalf of AusAID or other AGO within the scope of a deployment activity;
- (l) **Recruitment:** to include the provision of logistical support to facilitate, as directed, the recruitment of Australian Government and non-Australian Government Officials;
- (m) **Pastoral Care:** to include the cost of pastoral support or counselling services; and
- (n) **Other Ad-hoc Services:** as agreed and approved by AusAID in writing and included in the scope of this Contract.

15.3 Specified upper limits for this Category as agreed in **Table 8** of **Annex 1** to this Services Order shall not be exceeded without prior written approval from [AGO/AUSAID]. When expenditure reaches 80% of the limits, the Contractor will advise the [AGO/AUSAID] of the remaining commitments and whether the upper limits are likely to be exceeded and, if so, provide justification.

15.4 The Contractor may vary the sums assigned against individual items within a Category without a contract amendment, but must not assign a sum from one Category to another Category to avoid exceeding the maximum reimbursable amount.

16. CLAIMS FOR PAYMENT

16.1 Tax invoices must be submitted when due in accordance with this Services Order, in a form identifying the project/activity title, the Services Order number /, and in accordance with Standard Conditions clause headed **Payment** of the Deed. Invoices must also contain the Payment Event number as notified by [AGO/AUSAID].

16.2 All claims for payment must be **made** to:

Chief Finance Officer
[AGO/AUSAID]
[Insert Address]
CANBERRA ACT 2601

16.3 Tax invoices should be sent to the above address. Alternatively [AGO/AUSAID] will accept electronic tax invoices. These can be sent to [accountsprocessing@\[AGO/AUSAID\].gov.au](mailto:accountsprocessing@[AGO/AUSAID].gov.au)

- 16.4 Invalid invoices will be returned to contractors. Information on what constitutes a valid tax invoice can be found at
<http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm>

17. NOTICES

- 17.1 Notwithstanding Clause headed ‘**Notices**’ in the **Part 3 Period Offer Deed Conditions**, for the purposes of this Services Order, the address of a Party shall be the address set out below or another address of which that Party may from time to time give notice in writing to each other Party:

[AGO/AUSAID]

To: _____,
Postal Address: [Insert AGO/AUSAID'S address]
Facsimile: _____

Contractor:

To: _____
Attention: _____
Postal Address: _____
Street Address: _____
Facsimile: _____

Issued for and on behalf of the **Commonwealth
of Australia** represented by the
[AGO/AUSAID] by:

Signature of FMA Act s44 Delegate

In the presence of:

Name
(*Print*)

Signature of witness

Position, Section

Name of witness
(*Print*)

Dated: _____

ANNEX 1

Note to Tenderer: The detail of the Services Order will be determined by the complexity of the services to be delivered. For a simple task, many of the headings and supporting tables may not be required. **Delete those Tables that are not required**

Summary of Tables

Part A – Core Management Costs

1. Services Order Management Fee – Fixed Fee Payment
2. Services Order Milestone Payments – Fixed Fee Payment
3. Services Order Contractor Adviser Monthly Remuneration Rate and Mobility Allowance
4. Services Order Contractor Adviser Support Costs
5. Services Order Contractor Personnel One Off Costs
6. Services Order Office Operating Costs
7. Services Order Office Set-Up Costs

Part B – Deployee Support Services Costs

8. Services Order Deployee Support Reimbursable Costs Both Parts
9. Asset Register

Table 1: Services Order Management Fee

Insert Management Fee Table if required

Notes:

1. Insert Notes if required.

Note to Tenderers: When the Contractor incurs management costs (staff inputs and costs) in providing Twinning Scheme and other Deployee Support Services, the Contractor may seek payment for Management Costs plus Management Fees. **The Management Fee will be calculated in accordance with Table 1 of Schedule 2 (Basis of Payment) of the Period Offer Deed.**

Table 2: Services Order Milestone Payments

Insert Management Fee Table if required

Notes:

- Insert Notes if required.

Table 3: Services Order Contractor Personnel/Adviser Monthly Remuneration Rate and Mobility Allowance

	Year 1 2011/2012		Year 2 2012/2013		
Position	Inputs (months)	Rate per month (AUD)	Inputs (months)	Rate per month (AUD)	Maximum Amount Payable (AUD)
DSSPNG In-Country Operations Manager					
(a) ARF C3 Remuneration	3		12		
(b) Mobility					
DSSPNG In-Country Technical Supervisor					
(a) ARF C2 Remuneration	3		12		
(b) Mobility					
Other - specify					
Other - specify					
TOTAL					

Monthly remuneration rate is the actual base salary/fee, plus salary on-costs (e.g. superannuation and annual leave) payable on a monthly basis to a long-term adviser and is determined according to the remuneration tables in this Framework. This is before any supplemental payments or any deductions are made to or from their monthly remuneration. For the purpose of the Framework, the following definitions apply:

- Salary **on-costs** represent costs of specific benefits paid directly to the long-term adviser, such as annual leave and superannuation, in addition to base salary/fee that form part of the adviser's total income. These costs should be distinguished from the support costs related to the adviser position and the general overhead costs of a firm (in cases where an adviser is engaged through a firm rather than [AGO/AUSAID] directly).
- **Annual leave** accrues by 1.66 days per month (=20days per year). The Framework does not cover any additional leave. Advisers wishing to take more than 20 days of leave over the course of a year will need to "purchase" the leave in line with the conditions of the contract.
- **Superannuation** is a contribution made by [AGO/AUSAID] or a managing contractor to an adviser's superannuation fund to provide income after retirement.

Mobility allowance is a supplemental payment to long term advisers in addition to their monthly remuneration and is calculated as a percentage of the adviser's monthly remuneration rate. The allowance is designed to even out any additional costs of living abroad not accounted for in the remuneration rate.

Table 4: Services Order Contractor Personnel/Adviser Support Costs

	Year 1 2011/2012		Year 2 2012/2013		
Position	Inputs (months)	Rate per month (AUD)	Inputs (months)	Rate per month (AUD)	Maximum Amount Payable (AUD)
Specify position					
(a) Housing					
(b) Other - Specify					
Other - specify					
Total					

Table 5: Services Order Contractor Personnel/Adviser Costs – One-off Costs

Position	Frequency	Amount per event Payable(AUD)	Total Amount Payable(AUD)	Comment
Specify position– Costs	1			
(a) Mobilisation	1			
(b) Demobilisation				
(c) Other specify				
Other - specify				
TOTAL				

Table 6: Services Order Office Operating Costs

Item (below are examples)	Inputs (months)	Rate 2011/12 (AUD/month)	Inputs (months)	Rate 2012/13 (AUD/month)	Total Cost (AUD)
Office Rent					
Office Security					
Office Utilities					
Office Consumables					
Internet and IT monthly costs					
Insurance not covered in Management Fee					
Communications					
Vehicle Operating Costs					
Administrative Personnel					
Recruitment Costs					
Sub-Contractor costs					
Other - specify					
TOTAL					XXX

Items listed are indicative.

Table 7: Services Order Office Set-Up Costs

Inputs (below are examples)	Units	Est. Unit Cost (AUD)	Total Cost (AUD)
Office furniture			
Internet and IT infrastructure			
Insurance costs			
Consumables			
Vehicles			
MIS Establishment			
Other – specify			
Other – specify			
TOTAL			XXX

Items listed are indicative.

Table 8: Services Order Deployee Support Services Reimbursable Costs

Item	Number of Long Term Advisers (adviser months)	Number of Short term Advisers (adviser months)	2011/12 Budget (AUD)	2012/13 Budget (AUD)	Total Budget (AUD)
Security					
Preparations and Mobilisation					
Recruitment					
Salary Processing					
Work Related Travel and Movement Control					
Residential Accommodation					
Communications Equipment					
IT Services					
Work Related Assets					
Operational Budget					
Vehicles					
Demobilisation					
Services for short-term and emergency deployments					
Vehicle Costs					
Vehicle Operating Costs					
Other - specify					
Total					

Note to Tenderers: Format for Table 8 to be agreed with successful bidder.

Table 9 – Asset Register

Asset ID # / Barcode #	Asset Type	Description of the Asset	Serial # / Model #	Purchase Reference	Purchase Date	Purchase Price	Supplier	Date & Location Received	Location of Asset	Status of Asset (i.e. disposed)	Last date of physical check	Remarks – including disposal action and price received



Australian Government
AusAID

[]

[Position]

[]

[]

[Insert Date]

Dear []

RE: Tasking Note Number [Insert Number] for the [Insert Title] – issued under Services Order Number [Insert Number]

You have agreed to provide Services under **Services Order Number [Insert Number]**.

The attached sets out the services required under this Tasking Note. Please note that you are required to sign and return the two enclosed copies of the Tasking Note to AusAID.

Yours sincerely

[]

[Position]

FMA Act s.44 Delegate

PART 7 - D

TASKING NOTE [Insert Number]

1. INTERPRETATION

- 1.1 All terms used in this Tasking Note have the same meaning as is given to them in the Services Order, unless specifically stated otherwise or the context otherwise requires.

2. COMMENCEMENT AND COMPLETION OF SERVICES

- 2.1 The Contractor shall commence the services on [insert Start Date], which date is known as the Deployee Support Services Start Date. The Contractor shall complete the services no later than [Insert End Date].

3. THE SERVICES

- 3.1 The Contractor shall provide Deployee Support Services for [OFFICER'S NAME] who is being deployed as [POSITION TITLE] replacing [NAME OF OFFICER BEING REPLACED].

- 3.2 The Deployee's family composition is as follows:

- (a) [please insert particulars of family composition]

- 3.3 The Services must include:

Service	Required
Security and Occupational Health and Safety	Yes / No
Example: Provision of security briefing, radio and monitoring; Provision of mobile phone and landline phone; and reimbursement of connection fees and local calls.	
Mobilisation	Yes / No
Example: Organising visas, transport of personal effects, insurance, providing a pre-deployment briefing and training program, in-country briefing, training and assistance.	
Residential accommodation	Yes / No

Service	Required
Example: Provision of short term or long term residential accommodation as appropriate.	
Communications	Yes / No
Example: Provision of mobile phone; including providing radio, mobile/satellite phone, landline, mail services, internet connection and email.	
Office equipment	Yes / No
Example: Provision of laptop and printer	
Vehicles for Deployees	Yes / No
Provision of vehicle	

3.4 In addition to the above, the following services are requested for this Deployee:

- (a) [insert requirement]
- (b) [insert requirement] etc

4. COSTS

4.1 Costs for these services are to be charged to [insert Organisation or Program]

Authorised by:

Name

Position and Section

FMA Act s.44 Delegate

Date

PART 7 - E
TEMPLATE FOR SERVICES ORDER 4 FOR PROPERTY MANAGEMENT SERVICES (PMS)

[Name of Contact Person]
[Position]
[Organisation]
[Address]
[Address]

<Insert Date>

Dear [Salutation and Name]

RE: Services Order No. 4 for the Property Management Services (PMS) in Papua New Guinea

You have agreed to provide services for the above project in accordance with AusAID Period Offer No. xxxxx titled **Deployee Support Services for Papua New Guinea**.

Attached is a Services Order issued under this Period Offer. This Services Order brings into existence a contract between AusAID and [Contractor's Name], ABN [xx xxx xxx xxx] to provide the Services outlined in the Period Offer and those specified under "Services" in the attached Services Order.

Please note that you are not required to sign or return the Services Order.

Yours sincerely

[Name]
[Position][Section]
FMA Act s.44 Delegate

SERVICES ORDER 4

This Services Order is issued by AusAID in accordance with the clause headed **Formation of Periodic Contracts** of the Period Offer Deed number **xxxxxx** between AusAID and [**Contractor's Name**], , and brings into existence a periodic contract between AusAID and the Contractor for the provision of the Services detailed below subject to the terms and conditions set out in **Parts A and B** of the Deed.

1. BACKGROUND

- 1.1 As a result of increasing AusAID A-based staff in Port Moresby, additional residential accommodation is required outside of DFAT-managed residential compounds. AusAID's Property and Facilities Management Section (PFM) in Canberra has a private lease agreement for six (6) apartments at Luman Soho complex and six (6) at Chester Street.
- 1.2 In February 2009, AusAID established a Tasking Note under a Period Offer Deed to provide property management services to a number of PNG AusAID A-based staff (hereinafter referred to as Deployees).
- 1.3 AusAID now requires the continuing services of a Contractor to manage these properties on AusAID's behalf.

2. INTERPRETATION

- 2.1 All terms used in this services Order 4 have the same meaning as is given to them in the Deed, unless the context otherwise requires.

3. TERM OF SERVICES ORDER

- 3.1 The term of this Services Order commences upon issue of this Services Order signed by AusAID being the date indicated at the end of this Services Order and continues until all obligations under this Services Order have been fulfilled or earlier notice of termination under this Services Order.
- 3.2 This Services Order is for a period of **fifteen (15) months** ending **30 June 2013**.
- 3.3 The Contractor must commence the Services no later than **1 April 2012** and must complete the Services by **30 June 2013**.

4. THE SERVICES

- 4.1 The Contractor shall provide the required Services in the terms of the phase of operation as follows, and **in accordance** with **Schedule 1** (Scope of Services).

DSSPNG-PMS PHASES

4.2 The DSSPNG-PMS Property Management Phases have the following phases:

- (a) **Transition Phase** – the Transition Phase will be from **1 April 2012** to **05 May 2012**. During this Phase, the delivery of the Core Management Services and other Services will be transitioned from the existing contractor to the Contractor in accordance with the Transition Plan.
- (b) **DSSPNG-PMS Phase 1** – operations from the end of the Transition Phase until **31 March 2013**. The Contractor will be fully operational during this Phase and provide the following services to include:
 - (A) **Core Management Services:** performed on an ongoing basis including DSSPNG-AMS management, planning, monitoring and evaluation, and reporting.
 - (B) **Property Management Services:**
 - i) **Pre-Residency Activity:** Performed prior to the arrival of a Deployee in-country, but based on a deployment event;
 - ii) **During Residency Activity:** The period of the deployment event when the Deployee is working towards their deployment objectives and is typically settled in their long or short term accommodation.
 - iii) **Post-Residency Activity:** Activities performed post departure from in-country, associated with a deployment event.
- (c) **Phase 1 Completion** – operations from **1 April 2013** to **30 June 2013**. During this period, AusAID will decide whether to exercise the option to extend the Contract. This Phase may be the completion of the Contract.
- (d) **DSSPNG Phase 2** – operations (extension period), if required by AusAID, from **1 July 2013** until **31 March 2015**; and
- (e) **Phase 2 Completion** – the last three months (**1 April 2015** to **30 June 2015**) of the Contract, if the option to extend is exercised. During this period, AusAID will decide whether to exercise the option to extend the Contract. This Phase may be the completion of the Contract.

- (f) **DSSPNG Phase 3** – operations (extension period), if required by AusAID, from **1 July 2015** until **31 March 2016**; and
- (g) **Phase 3 Completion** – the last three months (1 April 2016 to 30 June 2016).

OVERVIEW OF SERVICES

4.3 Core Management Services to be provided by the Contractor will include:

- (a) **Facility** Management and responsibilities for relationships with stakeholders (**Clause x of Schedule 1**);
- (b) **Management** of Transition Phase (first year) (**Clauses 6.2 and 6.3 of Schedule 1**);
- (c) **Fixed** Personnel and Associates Inputs – Staffing (**Clause 9 of Schedule 1**);
- (d) **Office** Operations (**Clause 10 of Schedule 1**);
- (e) **Communications** and Information Management (**Clauses 11.7 – 11.12. of Schedule 1**);
- (f) **Procurement** Management and Vehicle Management: (**Clause 12 of Schedule 1**)
- (g) **Asset** Management (**Clauses 13 and 12.5 – of Schedule 1**);
- (h) **Property** Management (**Clause 14 – of Schedule 1**);
- (i) **Financial** Management and Audit (**Clause 15 of Schedule 1**);
- (j) **Performance** Management (**Clause 16 of Schedule 1**);
- (k) **Telecommunications** Management (**Clause 17 of Schedule 1**); and
- (l) **Reporting**, Plans, Manuals and Strategies (**Clause 18 of Schedule 1**);

4.4 Property Management Services to be provided by the Contractor are to be in accordance with the Minimum Services Standards of the Scope of Services **Annex 1** and will broadly include:

- (a) **Residential Accommodation:** provision of residential accommodation that facilitates the Deployees' achievement of their deployment objectives with due consideration to issues of safety and security, amenity and locality (see **Clauses 20.8 – 20.14 of Schedule 1**);
- (b) **Communications:** including providing radio, mobile/satellite phone, landline, mail services, internet connection and email (see **Clause 20.18 of Schedule 1**);

(c) **Insurance:** Public Liability Insurance where it is not held by a landlord.

(d) **Procurement:** including the procurement of goods or services on behalf of AusAID within the scope of this Services Order;

4.5 **Minimum Service Standards:** The Contractor must provide all Services under this **Clauses 4.3** (Core Management Services) and **4.4** (Property Management Services) to the agreed Minimum Service Standards as set out in Annex A [see also **Clause 22** (Minimum Service Standards) of **Schedule 1**].

5. REPORTING REQUIREMENTS, PLANS, MANUALS AN STRATEGIES

PLANS

Transition/Mobilisation Plan

5.1 Within two (2) weeks after the date of execution of the Services Order 4, the Contractor must finalise a Transition/Mobilisation Plan and submit it to AusAID for approval.

The Transition/Mobilisation Plan must:

- (a) outline the arrangements to ensure a seamless transition from the existing contractor and continuation of residential support to Deployees;
- (b) indicate how to utilise existing local staff and other resources;
- (c) explain how the Contractor will assume the management, support and monitoring of approximately twelve (12) residences in Port Moresby that are currently leased by AusAID, in order to continue to accommodate the existing Deployees and their families;
- (d) identify how the health and safety of Deployees and their dependants (including occupational health and safety will be maintained and managed during the Transition Phase;
- (e) outline how the management of assets (such as house lots of furniture, and security assets) will be transferred from the existing contractor, including assuming control of the asset register; and
- (f) outline the proposed approach for the handover of databases, existing records, base-line data and the management / operational databases, and how the IT and MIS systems will be developed to meet the Minimum Service Standards.

Budget Estimate and Work Plan

- 5.2 Within one (1) month of contract commencement, the Contractor must provide a Work Plan and Budget Estimate for the three (3) months of year one (1) and twelve (12) months of year (2) two for AusAID approval.

Risk Management Plan

- 5.3 Within one (1) month of contract commencement, the Contractor must develop a Risk Management Plan that covers all of the management, operational and security risks associated with the DSSPNG-PMS.
- 5.4 The Risk Management Plan must be finalised by the Contractor within two weeks of joint discussions and subsequent contract negotiation, in order to capture the key risks and mitigation strategies.
- 5.5 The Risk Management Plan must be updated regularly to reflect the operating context and changing circumstances in PNG.

Accommodation Management Plan

- 5.6 Within three (3) months of contract commencement, the Contractor must develop and manage an accommodation management plan that outlines the size, suitability and quality of the available properties and the management of maintenance. This shall be in accordance with the AusAID Overseas Residential Accommodation Standards Policy.
- 5.7 The Contractor, through the DSSPNG Technical Manager must provide AusAID with access to the maintenance schedule for each property, including landlord requests every six (6) months, as well as updating the Web Portal with information regarding any maintenance issues.
- 5.8 The Contractor, through the DSSPNG Technical Manager, must provide AusAID with access to the Hazardous Material Survey and Management Plan (HMSMP) and Register for each property, every twelve (12) months, as well as updating the Web Portal with information regarding any HMSMP issues.
- 5.9 The existing contract manages accommodation of approximately twelve (12) properties for the use of A-based staff in PNG.

MANUALS

Operating Procedures Manual

- 5.10 The Contractor must prepare and submit to AusAID within three (3) months after the date of execution of the Services Order for the Core Management Services, an **Operating Procedures Manual**. The Operating Procedures Manual must outline:

- (a) **Roles and Responsibilities of all staff:** including reporting paths; position descriptions; performance management; information on entitlements (e.g. National Provident Fund (NPF)); working conditions and DSSPNG expectations of staff.
- (b) **Service Delivery Procedures:** detailing how different Services will be provided and those individuals responsible for outcomes.
- (c) **Communication Procedures:** identifying the correct communications channels as they relate to each element of the Services.
- (d) **Electronic Manual for the Deployee Support Services Web Portal:** detailing how the Web Portal works and how the reports are produced from the database, including a series of “screen dumps” that clearly show how the Portal works and how to change or add information.
- (e) **Financial Procedures:** covering all budgets, expenditure and the required financial reporting, including measures to be used to combat fraud and the information required for the annual external audit.
- (f) **Procurement Policy:** a policy for conducting procurement including how best to maximise local opportunities for the suppliers of goods and services.

5.11 The Contractor must ensure that the Operating Procedures Manual is updated as appropriate

REPORTING

Contractor Performance Report

5.12 Within two (2) weeks of the end of each three (3) month period commencing on the date of execution (or other date if specified) of Services Order, the Contractor must give AusAID a Performance Report on the Contractor’s performance of the Services.

The Performance Report must:

- (a) Report on the Contractors performance for the previous three-months, against the Minimum Service Standards. This shall include issues raised by the Deployees and Contract Manager, and steps/actions taken to resolve this;
- (b) Present data from the MIS database to support reports against the Minimum Service Standards;
- (c) Any recommendations for AusAID or AGO consideration, and suggestions to improve the Minimum Service Standards and MIS for the next reporting period.

Management, Administration and Monitoring Reports

5.13 The Contractor must provide Management, Administration and Monitoring Reports within two (2) weeks of each quarterly period during the term of the Services Order. The Reports must include:

- (a) a summary of procurements during the period (if any);
- (b) a budget for the subsequent (current) three month period;
- (c) actual expenditure during the previous period against each accommodation service in the Services Order; and
- (d) a list of sub-contracts and leases entered into during the period.

Financial Reports

5.14 Within two (2) weeks of each three (3) month period during the term of each Services Order, the Contractor must provide Financial Reports on a quarterly basis. This report should include:

- (a) total historical expenditure under the Services Order; and
- (b) anticipated expenditure for the next three (3) month period; and
- (c) the Contractor may be requested to provide Periodic Financial Reports.

Completion Report (including a Handover Plan) –

5.15 The requirement for the completion Report will be confirmed separately in writing. If the Period offer Deed is extended, then it is unlikely to be required.

Exception Reports:

5.16 The Contractor will also provide Exception Reports in relation to any issue that may arise that warrants formal reporting beyond any of the stated reporting requirements, and meet any other reporting requirements as may be required by AusAID at any time.

All reports must:

- (a) be provided in accordance with the specification under Standard Conditions clause headed **Reports**;
- (b) be accurate and not misleading in any respect;

- (c) be prepared as directed by AusAID;
- (d) be provided in the format and on the media approved or requested by AusAID;
- (e) not incorporate either the AusAID or the Contractor's logo;
- (f) be provided at the time specified in this Services Order; and
- (g) incorporate sufficient information which allows AusAID to monitor and assess the success of the Services in achieving the objectives of AusAID's policy framework

STRATEGIES

Fraud Control Strategy

- 5.17 Within one (1) month of the Contract Start Date, the Contractor must prepare a Fraud Risk Assessment and zero tolerance Fraud Control Strategy. The Fraud Risk Assessment and Fraud Control Strategy must contain appropriate fraud prevention, detection, investigation and reporting processes and procedures that comply with the Commonwealth Fraud Control Guidelines.
- 5.18 The Contractor is responsible for preventing and detecting fraud including fraud within those functions outsourced / performed by a sub-contractor or under any other arrangement established by the Contractor relating to the management or administration of the Project. The Contractor must ensure that Contractor Personnel are responsible and accountable to the Contractor for preventing and reporting any fraud as part of their routine responsibilities.

6. PERFORMANCE REVIEWS AND ASSESSMENTS

Contractor Performance Review

- 6.1 Representatives of AusAID will conduct quarterly DSSPNG-PMS Contractor Performance Reviews, to assess the quarter's activities and agree on any adjustments required to improve operations and outcomes. The Contractor must adapt and improve its operations, approach and systems in response to the Quarterly Performance Assessment outcomes. The benchmark for the review will be the MSS as agreed between the Contractor and AusAID.
- 6.2 The Contractor Performance Assessment will focus on how well the services, standards and response times have progressed over the previous quarter, as well as identifying any constraints or issues (on both parties) that need to be resolved or improved. Following receipt of the Performance Review outcomes, the Contractor must provide a short report to the nominated AusAID representative in Port Moresby on how specific DSSPNG-PMS operations service-level performance can be further improved.

6.3 Based on the Contractor's Performance Report, MIS data and AusAID's own information from consultation with stakeholders, the Facilities Manager will assess Contractor Performance against Key Performance Indicators (KPIs). The Facilities Manager will provide a rating for each KPI of 'satisfactory', 'unsatisfactory', or 'final assessment pending further explanation or rectification'. If deemed unsatisfactory, a percentage of the Milestone Payment will be deducted as per **Table 2 of Annex 1 to Services Order 4**.

Adviser Performance Assessments

6.4 The Contractor acknowledges and agrees that AusAID may issue or request the Contractor to produce Contractor Personnel Performance Assessments in relation to this Contract.

6.5 The performance assessments will be substantially in accordance with an assessment sheet agreed by AusAID.

6.6 Within twenty-eight (28) days of receiving a performance assessment from AusAID, the Contractor must:

- (a) sign and return to AusAID the Contractor Personnel Performance Assessment together with any response; and
- (b) ensure that all other performance assessments together with any response any personnel wishes to include are signed and returned to AusAID.

6.7 Guidance can be found at Schedule 3A (Contractor Performance Assessment) of the Period Offer Deed

7. SPECIFIED PERSONNEL

The Contractor shall provide the following Personnel:

Name of Personnel	Adviser Remuneration Framework Job Discipline and Level (relevant only if Specified Personnel are Internationally engaged)	Inputs (months)
DSSPNG In-Country Operations Manager	C3	15
DSSPNG In-Country– Technical Supervisor	C2	15

The Contractor shall provide the following administrative staff:
[insert other as specified in the Tenderers' Proposal]

8. MILESTONES – Please see **Table 2 of Annex 1** to this Services Order.

9. SCHEDULES TO THIS SERVICES ORDER

Comment: Add Schedules from Period Offer Deed as appropriate e.g.

Schedule 3A – Deed of Confidentiality

Schedule 3B – Confidential Information

Schedule 4 – Child Protection Code of Conduct

Schedule 5A – Contractor Performance Assessment

Schedule 5B – Adviser Performance Assessment

Schedule 6 - Adviser Remuneration Framework

Schedule 7 – Declaration Status

Schedule 8 – Performance Guarantee

10. TOTAL AMOUNT PAYABLE

10.1 The maximum amount payable by AusAID to the Contractor under this Services Order shall not exceed the sum of AUD[*Insert Agreement Amount.*] plus GST if any up to a maximum amount of AUD[*Insert GST Amount*]. The maximum amount payable is comprised of the following components:

10.2 AusAID will not be liable for any costs or expenditure incurred by the Contractor in excess of this amount.

10.3 Services Order payments will be comprised of:

PART A – CORE MANAGEMENT SERVICES

(a) **Regular Payments** (see **Clause 11** of this **Services Order 1**) for:

i) **DSSPNG-PMS Personnel Costs** (see **Clause 12** of this Services Order)
(DSSPNG-PMS Personnel monthly Remuneration and Mobility Allowance Costs and DSSPNG-PMS Personnel support costs – **Fixed Payments**)
(DSSPNG-PMS Personnel Costs – One off Costs – **Reimbursed at Cost**);

ii) **DSSPNG-PMS Operating Costs** (see **Clause 13** of this Services Order) Fixed Payments; and

iii) **DSSPNG-PMS Setup Costs** (see **Clause 14** of this Services Order)
Reimbursed at cost.

(b) **DSSPNG-PMS Management Fee** (see **Clause 15** of this Services Order) paid in the form of Milestones (see **Clause 16** of this Services Order).

PART B – PROPERTY SERVICES (AMS)

10.4 Reimbursable Costs (see **Clause 17** of this **Services Order 1**) at cost.

11. REGULAR PAYMENTS

11.1 AusAID shall make Regular Payments monthly in arrears as described in **Clause 21** of **Part 3** (Standard Contract Conditions) of the Period Offer Deed.

11.2 Regular Payments are to be based on the costs incurred during the period in accordance with **Tables 1 – 9** of this **Services Order**.

12. DSSPNG-PMS PERSONNEL COSTS

12.1 AusAID shall reimburse the Contractor for DSSPNG-PMS Personnel Costs up to a **maximum total** of AUD[*insert amount*] plus GST up to a maximum total of AUD[*insert amount*], if applicable.

12.2 DSSPNG-PMS Personnel Costs comprise the following:

- (a) Fixed Monthly Payments for Specified Personnel/Other Personnel. Remuneration Rates, including Mobility Allowance if appropriate of up to AUD[*insert amount*];
- (b) Fixed Monthly Payments for Personnel Support Costs of up to AUD[*insert amount*];
and
- (c) Personnel One-off Costs of up to AUD[*insert amount*] to be reimbursed at cost.

Long Term Advisers (Specified Personnel)

12.3 For each Long Term Adviser, AusAID shall pay the Contractor, (period to be specified) on a reimbursable basis in arrears, the following items:

- (a) the Monthly Remuneration Rate in accordance with the Job Level and Professional Discipline Category specified in the position Terms of Reference and calculated in accordance with the Adviser Remuneration Framework. The Monthly Remuneration Rate shall be:
 - i) inclusive of base salary;
 - ii) inclusive of superannuation levy, if any;
 - iii) inclusive of paid annual leave allowances of up to twenty (20) days per annum, to accrue on a pro rata basis per twelve (12) months' continuous engagement on the Project;

- iv) inclusive of any locally recognised public holidays;
 - v) inclusive of private transport costs; and
 - vi) inclusive of all escalators for the term of this Contract; BUT
 - vii) exclusive of any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor; and
- (b) Mobility Allowance, if any.

12.4 Leave accrued during the assignment for Long Term Advisers shall be deemed to be taken in the twelve (12) month period it falls due and cannot be accumulated or paid out.

12.5 For **Part A – Core Management Services**, Long Term Personnel/ Advisers, see **Table 4 of Annex 1** to this **Services Order**.

12.6 AusAID will not reimburse leave costs in excess of those specified at **Clause 12.3 (a) (iii)** above.

12.7 If a Specified Personnel is absent for any period, aside for the periods of leave permitted in **Clause 21.3(a) (iii)** above, the Monthly Remuneration Rate and Mobility allowance payable will be adjusted in accordance with the following formula:

$$\text{Adjustable Monthly Rate} = \frac{(\text{Number of Days Worked} + \text{AusAID Papua New Guinean Public Holidays}) \times \text{Monthly Rate}}{\text{Total workable days (Weekdays and AusAID Papua New Guinean Public Holidays) in Month}}$$

Personnel/ Adviser Support Costs and One-Off Costs

12.8 AusAID shall pay the Contractor, (period to be specified) on a reimbursable basis in arrears Adviser Support Costs including the following items:

- (a) any reasonable costs related to security;
- (b) work related travel and accommodation costs at the rates determined by AusAID from time to time;
- (c) reasonable costs for medical insurance;
- (d) expenses associated with Housing Costs for Long Term Advisers. Long Term Advisers with spouses or partners who are already in receipt of an expatriate accommodation allowance will not be eligible to reimbursement for Housing Costs;
- (e) mobilisation/demobilisation costs for Long Term Advisers including all reasonable one-off costs associated with mobilisation and demobilisation including any necessary medical clearances and inoculations; uplift of effects; passport and visa costs; storage;

and the cost of one return international flight from home location for the Long Term Adviser and Dependants.

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

12.10 Adviser Support Costs will be reimbursed at cost on a (period to be specified) basis in arrears within thirty (30) days of AusAID's receipt of a correctly rendered invoice.

12.11 For Part A – Core Management Services, Adviser Support Costs and One-Off Costs, see **Tables 5 and 6 of Annex 1** to this **Services Order**.

13. DSSPNG-PMS OPERATING COSTS

13.1 AusAID shall reimburse the Contractor up to a **maximum total** of AUD[insert amount] plus GST, if any, to a maximum of AUD[insert amount] for DSSPNG Operational Costs.

13.2 AusAID shall pay the Contractor monthly in arrears, an all-inclusive monthly fixed payment for Operational Costs, as detailed in **Table 7 of Annex 1** to this **Services Order** within thirty (30) days of AusAID's receipt of a correctly rendered invoice. Reimbursement is subject to:

(a) details of the items purchased (consumables) or expenses incurred contained in a (period to be specified) payment invoice prepared in accordance with **Clause 10** (Procurement Services) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed; and

(b) original receipts and invoices maintained to substantiate any claim.

13.3 The actual cost will be exclusive of any procurement costs, all profits, all overheads, administration or management fee, or any other commercial margins/mark-up on the part of the Contractor, as these costs are assumed to be covered by the DSSPNG Management Fee detailed in **Clause 17** below.

13.4 For the purposes of this Contract, DSSPNG-PMS Operating Costs means goods and services to include:

(a) **Office Property/Space:** including office furniture, office supplies/stationery, recurrent office costs (phone, fax, printers, papers, photocopier and software), communications (excluding head office if international), any equipment and utilities and office rent required by the Contractor for the day-to-day administration of the DSSPNG and services detailed as 'Core Management Services' in Schedule 1 (Scope of Services).

- (b) **Office Equipment:** including purchase and maintenance of office equipment and supplies such as computers and software licences required by the Contractor for the day-to-day administration of the DSSPNG and services detailed as 'Core Management Services' in **Schedule 1** (Scope of Services).
- (c) **Administrative Personnel/Sub-Contractors:** covering costs such as salary, superannuation (if applicable) relevant taxes and personnel training/development costs, required by the Contractor for the day-to-day administration of the DSSPNG and services detailed as 'Core Management Services' in **Schedule 1** (Scope of Services).
- (d) **Vehicles:** covering purchase, lease, registration/insurance, and maintenance for DSSPNG-PMS operational needs.

13.5 The Contractor must maintain a **Register of Assets** in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed in the format described in **Annex 1 to Schedule 2** (Basis of Payment)

14. DSSPNG-PMS SETUP COSTS

- 14.1 AusAID shall reimburse the Contractor for DSSPNG Setup Costs up to a **maximum total of AUD[insert amount]** plus any GST up to, if applicable, up to a maximum total **AUD[insert amount]**, at cost in arrears.
- 14.2 For the purposes of this Contract, DSSPNG Setup Costs means goods such as office furniture, office computers and IT infrastructure, vehicles and office equipment required by the Contractor for the day-to-day administration of the DSSPNG and related services.
- 14.3 The Contractor will be reimbursed on the basis of the actual cost incurred for items identified as reimbursable, up to the maximum costs listed in **Table 8 of Annex 1** to this **Services Order** within thirty (30) days of AusAID's receipt of a correctly rendered invoice. Reimbursement is subject to:
- (a) details of the items purchase (consumables) or expenses incurred contained in a monthly payment invoice prepared in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions) of the Period offer Deed; and
 - (b) original receipts and invoices maintained to substantiate any claim.
- 14.4 The actual cost will be exclusive of any procurement costs, all profits, all overheads, administration or management fee, or any other commercial margins/mark-up on the part of the Contractor, as these costs are assumed to be covered by the DSSPNG Management Fee detailed in **Clause 24** below.
- 14.5 When expenditure reaches 80% of the category limits specified in **Table 8 of Annex 1** to this **Services Order**, the Contractor must advise AusAID of the remaining commitments and whether the upper limits are likely to be exceeded, and, if so, provide justification.

14.6 The Contractor must not vary the value allocated against Categories within **Table 8 of Annex 1** to this **Services Order 1** without the prior approval of AusAID. Such changes will not require a contract amendment if they remain under the category maximum cost total.

14.7 The Contractor must maintain a Register of Assets in accordance with **Clause 11** (Procurement Services) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed in the format described in **Annex 2 to Schedule 2** (Basis of Payment) of the Period Offer Deed.

15. DSSPNG-PMS MANAGEMENT FEE (DSSPNG-PMS MF)

15.1 AusAID shall pay the Contractor a fixed DSSPNG Management Fee up to a **maximum of AUD[insert amount]** plus GST, if applicable, to a maximum of **AUD[insert amount]**. This will be paid in the form of Regular Payments and Milestones as set out in **Clause 25** below (Payment Events and, Milestones).

15.2 The DSSPNG-PMS MF is set out in **Table 1 Annex 1** to this **Services Order**.

15.3 The DSSPNG-PMS MF is inclusive of the following:

- (a) all high level management and management support costs for all DSSPNG-PMS personnel;
- (b) the cost of any contractor Head Office support, such as administrative, financial and management support;
- (c) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for all Contractor Head Office personnel (other than those listed as Personnel at **Table 4 of Annex 1** to this **Service Order**);
- (d) all necessary domestic and international communications costs incurred;
- (e) financial management costs and financing costs if any;
- (f) security costs for all DSSPNG-PMS personnel and not covered elsewhere;
- (g) Taxation (other than personnel-related taxes and GST), as applicable;
- (h) insurance costs (including but not limited to, professional indemnity, worker's compensation, public liability, and any other insurances as required under the Contract or deemed necessary the Contractor) in accordance with **Clause 35** (Indemnity) and **Clause 36** (Insurance) of **Part 3** (Standard Contract Conditions) of the Period Offer Deed.
- (i) costs of complying with the Contractor's reporting and liaison obligations under the Contract;

- (j) costs associated with all personnel briefings overseas or in Australia or Indonesia;
- (k) costs associated with personnel recruitment, other procurement and subcontracting any services;
- (l) costs associated with any subcontracting and procurement of goods or services;
- (m) all escalators for the Services Order 1;
- (n) all allowances for risk and contingencies;
- (o) external audit and internal auditing and assurance costs;
- (p) costs for monitoring and evaluation of the quality of DSSPNG-funded activities by the Contractor;
- (q) any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor; and
- (r) all other costs not specifically identified in **Clauses 21** (DSSPNG-PMS Personnel Costs), **Clause 22** (DSSPNG-PMS Operating Expenses) and **Clause 23** (DSSPNG-PMS Setup Costs) of this **Services Order**.

15.4 The DSSPNG-PMS MF is specified for the first fifteen (15) months of this Contract as detailed in **Table 1** of **Annex 1** to this **Services Order**, and will be billed to AusAID in accordance with **Clause 25 (Payment Events, Milestones and Contractor Performance)** of this **Services Order**.

16. PAYMENT EVENTS, MILESTONE AND CONTRACTOR PERFORMANCE

16.1 AusAID shall pay the DSSPNG-PMS MF in instalments; the Annual Management Fee (or part thereof) shall be reflected as a regular monthly rate, sixty (60) percent of which will be paid monthly in arrears on receipt of a valid invoice, and forty (40) percent retained for payment against Milestones linked to Contractor Performance as reflected in **Table 2** of **Annex 1** to this **Services Order**.

16.2 The Monthly Management Fee Payments in arrears payable by AusAID to the Contractor shall **not exceed** the sum of AUD[*insert amount*], plus GST, if applicable, up to a maximum amount of AUD[*insert amount*].

16.3 The Milestone Payments (linked to Contractor Performance Assessments) payable by AusAID to the Contractor shall not exceed the sum of AUD[*insert amount*], plus GST, if applicable, up to a maximum amount of AUD[*insert amount*].

16.4 The Payments will be payable to the Contractor progressively within thirty (30) days of AusAID acceptance of the validity of the invoice and/or the satisfactory achievement of the Milestones and Key Performance Indicators as specified in **Tables 2 and 3 of Annex 1** to this **Services Order** and subject to the provisions of **Clause 18 (Payment)** of **Part 3 (Standard Contract Conditions)** of the Period Offer Deed.

17. DSSPNG PROPERTY MANAGEMENT SERVICES REIMBURSABLE PAYMENTS

17.1 AusAID shall reimburse the Contractor up to a **maximum total** of AUD[*insert amount*] plus GST, if applicable, to a maximum of AUD[*insert amount*] for DSSPNG Property Management Services at the rates agreed by AusAID in writing up to the limits detailed in **Table 9 of Annex 1** to this Services Order.

17.2 Payment of DSSPNG Property Management Services Reimbursables are expected to include any or all of the following required activities:

- (a) **Residential Accommodation:** provision of residential accommodation that facilitates the Deployees' achievement of their deployment objectives with due consideration to issues of safety and security, amenity and locality;
- (b) **Communications:** including providing radio, mobile/satellite phone, landline, mail services, internet connection and email;
- (c) **Assets for Deployees' residences:** provision of assets and appropriate disposal of assets at end-of-life;
- (d) **Procurement:** within the scope of a residential management activity;
- (e) **Insurances:**

17.3 Specified upper limits for this Category as agreed in **Table 9 of Annex 1** of this Services Order shall not be exceeded without prior written approval from AusAID. When expenditure reaches 80% of the limits, the Contractor will advise the AusAID of the remaining commitments and whether the upper limits are likely to be exceeded and, if so, provide justification.

17.4 The Contractor may vary the sums assigned against individual items within a Category without a contract amendment, but must not assign a sum from one Category to another Category to avoid exceeding the maximum reimbursable amount.

18. CLAIMS FOR PAYMENT

18.1 Tax invoices must be submitted when due in accordance with this Services Order, in a form identifying the project/activity title, the Services Order number **xxxx/4**, and in accordance with

Standard Conditions clause headed **Payment** of the Deed. Invoices must also contain the Payment Event number as notified by AusAID.

18.2 All claims for payment must be **made** to:

Chief Finance Officer
Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601

18.3 Tax invoices should be sent to the above address. Alternatively AusAID will accept electronic tax invoices. These can be sent to accountsprocessing@ausaid.gov.au

18.4 Invalid invoices will be returned to contractors. Information on what constitutes a valid tax invoice can be found at:
<http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm>

19. NOTICES

19.1 Notwithstanding clause headed '**Notices**' in the **Part 3 Period Offer Deed Conditions** for the purposes of this Services Order, the address of a Party shall be the address set out below or another address of which that Party may from time to time give notice in writing to each other Party:

AusAID

To: DSSPNG Contract Manager,
Operations Section,

Street Address: Level 4,
Deloitte Tower

Port Moresby

PAPUA NEW GUINEA

Facsimile: +675 321 6455

Contractor:

To: [Contractor name]

Attention: [contact person]

Postal Address:

Street Address:

Facsimile:

Issued for and on behalf of the **Commonwealth
of Australia** represented by the Australian
Agency for International Development by:

Signature of FMA Act s44 Delegate

[insert name]

Name

In the presence of:

[insert position,section]

Signature of witness

Position, Section

Name of witness
(Print)

Dated: _____

ANNEX 1

Summary of Tables

Part A – Core Management Costs

- 1. DSSPNG-PMS Management Fee – Fixed Fee Payment**
- 2. DSSPNG-PMS Milestone Payments – Fixed Fee Payment**
- 3. DSSPNG-PMS Performance Management Key Performance Indicators**
- 4. DSSPNG-PMS Personnel/Adviser Monthly Remuneration Rate and Mobility Allowance – Fixed Fee Payment**
- 5. DSSPNG-PMS Personnel/Adviser Support Costs – Fixed Fee Payment**
- 6. DSSPNG-PMS Personnel/Adviser One Off Costs – Reimbursed at Cost**
- 7. DSSPNG-PMS Office Operating Costs – Fixed Fee Payment**
- 8. DSSPNG-PMS Office Set-Up Costs – Reimbursed at Cost**

Part B – Property Management Services Costs

- 9. DSSPNGAMS Property Management Services – Reimbursed at Cost**
- 10. Asset Register**

Table 1: DSSPNG-PMS Management Fee

Year	Total (Monthly) AUD	Total (Annual) AUD	Total Regular Payments AUD	Total Milestones Payments AUD
Year 1 (three (3) months) 1 April 2012 to 30 June 2012			(Note 1)	(Note 2)
Year 2 (twelve (12) months) 2012-2013 (1 July 2012 to 30 June 2013)				
Total				

Notes:

1. This is the total for Regular Payments made for the DSSPNG-PMS Management Fee in the first period (anticipated to be 3 months).
2. This is the total for Milestone Payments made for the DSSPNG-PMS Management Fee in the first period (anticipated to be 3 months).

Note to Tenders: The Milestone Payments may be adjusted in accordance with the outcome of a Contractor Performance Assessment as linked to the KPIs set out in **Table 3** of **Annex 1** to this **Services Order**.

Table 2: DSSPNG-PMS Milestone Payments

Milestone #	Description	Due Date	Estimated Claim Period (month)	Means of Verification	Indicative amount to be negotiated	Amount (AUD)
M1	Transition and Risk Management Plans		Year 1 Month 1 (1 Month)	AusAID acceptance in writing	40% of Year 1	
M2	Operating Procedures Manuals		Year 1 Month 3 (3 Months)	AusAID acceptance in writing	60% of Year 1	
M3	Contractor Performance Assessment		Year 2 Quarter 1 – Month 6 (assessment of 1st 6 months of Contract)	Proportional payment for ‘satisfactory’ performance against KPIs in Table 3 below or AusAID acceptance in writing of Action Plan	20% of Year 2 Quarter 1	
M4	Financial Report		Year 2 Quarter 1 – Month 6 (report on 1 st 6 months of Contract)	AusAID acceptance in writing	5% of Year 2 Quarter 1	
M5	Contractor Performance Assessment		Year 2 Quarter 2 Month 9	Proportional payment for ‘satisfactory’ performance against KPIs in Table 3 below or AusAID acceptance in writing of Action Plan	20% of Year 2 Quarter 2	
M6	Financial Report		Year 2 Quarter 2 Month 9	AusAID acceptance in writing	5% of Year 2 Quarter 2	
M7	Contractor Performance Assessment		Year 2 Quarter 3 Month 12	Proportional payment for ‘satisfactory’ performance against KPIs in Table 3 below or AusAID acceptance in writing of Action Plan	20% of Year 2 Quarter 3	
M8	Financial Report		Year 2 Quarter 3 Month 12	AusAID acceptance in writing	5% of Year 2 Quarter 3	
M9	Contractor Performance Assessment		Year 2 Quarter 4 Month 15	Proportional payment for ‘satisfactory’ performance against KPIs in Table 3 below or AusAID acceptance in writing of Action Plan	20% of Year 2 Quarter 4	
M10	Financial Report		Year 2 Quarter 4 Month 15	AusAID acceptance in writing	5% of Year 2 Quarter 4	
			15 months	Total		

Notes:

1. Total of M1 to M2 will be equal to 40% of DSSPNG Management Fee 2012/2012 for first period i.e. 3 months.
2. Total of M3 and M10 will be equal to 40% of DSSPNG Management Fee for 2012/2013 i.e. second period i.e. 12 months.

Table 3: DSSPNG-PMS Key Performance Indicators

KPI's are 20% of the Quarterly Management Fee to be distributed proportionately amongst the KPI's listed below.

	Key Performance Indicators	Measure –	Amount (AUD)
Core Management Performance	Communications and Information Management	2% of 20%	
	Financial Management	2% of 20%	
	Security Management	2% of 20%	
	Property Management	2% of 20%	
	Asset Management	2% of 20%	
	Total Core Management	10% of 20%	
Property Management Services Provision Performance	Pre-Deployment Residential Activities	2% of 20%	
	Mobilisation	2% of 20%	
	Deployment	2% of 20%	
	Demobilisation	2% of 20%	
	Post-Deployment	2% of 20%	
	Total Property Management Service Provision	10%/20%	
Totals		20%/20%	

Table 4: DSSPNG-PMS Personnel/Adviser Monthly Remuneration Rate and Mobility Allowance

	Year 1 2011/2012		Year 2 2012/2013		
Position	Inputs (months)	Rate per month (AUD)	Inputs (month s)	Rate per month (AUD)	Maximum Amount Payable (AUD)
DSSPNG In-Country Operations Manager					
(a) ARF C3 Remuneration (only applicable if Internationally engaged)	3		12		
(b) Mobility					
DSSPNG In-Country Technical Supervisor					
(a) ARF C2 Remuneration only applicable if Internationally engaged)	3		12		
(b) Mobility					
Other (please specify)	3		12		
TOTAL					

Notes:

1. The Monthly Remuneration Rate is inclusive of Salary, Superannuation Liabilities and Taxes and Employment Conditions (including Leave).
2. National engaged staff costs are inclusive of all Papua New Guinean employment conditions.

Monthly remuneration rate is the actual base salary/fee, plus salary on-costs (e.g. superannuation and annual leave) payable on a monthly basis to a long-term adviser and is determined according to the remuneration tables in this Framework. This is before any supplemental payments or any deductions are made to or from their monthly remuneration. For the purpose of the Framework, the following definitions apply:

- **Salary on-costs** represent costs of specific benefits paid directly to the long-term adviser, such as annual leave and superannuation, in addition to base salary/fee that form part of the adviser's total income. These costs should be distinguished from the support costs related to the adviser position and the general overhead costs of a firm (in cases where an adviser is engaged through a firm rather than AusAID directly).
- **Annual leave** accrues by 1.66 days per month (=20days per year). The Framework does not cover any additional leave. Advisers wishing to take more than 20 days of leave over the course of a year will need to "purchase" the leave in line with the conditions of the contract.
- **Superannuation** is a contribution made by AusAID or a managing contractor to an adviser's superannuation fund to provide income after retirement.

Mobility Allowance is a supplemental payment to long term advisers in addition to their monthly remuneration and is calculated as a percentage of the adviser's monthly remuneration rate. The allowance is designed to even out any additional costs of living abroad not accounted for in the remuneration rate.

Table 5: DSSPNG-PMS Personnel/Adviser Support Costs

	Year 1 2011/2012		Year 2 2012/2013		
Position	Inputs (months)	Rate per month (AUD)	Inputs (months)	Rate per month (AUD)	Maximum Amount Payable (AUD)
DSSPNG In-Country Operations Manager	3		12		
(a) Housing					
(b) Security					
(c) Other (please specify)					
DSSPNG In-Country Technical Supervisor	3		12		
(a) Housing					
(b) Security					
(c) Other (please specify)					
Total					

Table 6: DSSPNG-PMS Personnel/Adviser Costs – One-off Costs

Position	Year 1		Year 2		Years 1 - 2
	Frequency	Amount per event Payable (AUD)	Frequency	Amount per event Payable (AUD)	Maximum Amount Payable
DSSPNG In-Country Operations Manager Costs					
(a) Mobilisation					
(b) Demobilisation					
(c) Visa/Work Permits (if required)					
(d) Inoculations/Medical and Police Clearance					
(e) Other (please specify)					
DSSPNG In-Country Technical Supervisor Costs					
(a) Mobilisation					
(b) Demobilisation					
(c) Visa/Work Permits (if required)					
(d) Inoculations/Medical and Police Clearance					
(e) Other (please specify)					
Other					
TOTAL					

Table 7: DSSPNG-PMS Office Operational Costs

Item (below are examples)	Inputs (months)	Rate 2012/12 (AUD/month)	Inputs (months)	Rate 2012/13 (AUD/month)	Total Cost (AUD)
Office Rent	3		12		
Office Security	3		12		
Office Utilities	3		12		
Office Consumables	3		12		
Internet and IT monthly costs	3		12		
Insurance not covered in Management Fee	3		12		
Communications	3		12		
Vehicle Operating Costs	3		12		
TOTAL					

Table 8: DSSPNG-PMS Office Set-Up Costs

Inputs	Units	Est Unit Cost (AUD)	Total Cost (AUD)
Office furniture	1		
Internet and IT infrastructure	1		
Insurance costs	1		
Consumables	1		
Vehicles	1	-	-
MIS Establishment	1	-	-
Website Development	1	-	-
Office Infrastructure	1		
TOTAL			

Table 9: DSSPNG-PMS Property Management Services Indicative Reimbursable Costs

Item	Number of Long Term Advisers (adviser months)	Number of Short term Advisers (adviser months)	2011/12 Budget (AUD)	2012/13 Budget (AUD)	Total Budget (AUD)
Pre-Deployment Residential Activities					
During Deployment Residential Activities					
Post Deployment Residential Activities					
Residential Property Management					
Communications Equipment					
IT Services					
Assets					
Other - specify					
Total					

Note:

- Budget lines may be varied by the Contractor following consultation with AusAID. These changes do not require a Contract Amendment.

(Comment: Format for Table 9 to be agreed with Contractor.)

Table 10 – Asset Register

Asset ID # / Barcode #	Asset Type	Description of the Asset	Serial # / Model #	Purchase Referenc	Purchase Date	Purchase Price	Supplier	Date and Location Received	Location of Asset	Status of Asset (i.e. disposed)	Last date of physical check	Remarks (including disposal action and price received)