

NOTE TO FILE

To : To Whom It May Concern

Cc :

From : Goetz Ebbecke, General Manager AIP-Rural

Date : 8/3/2018

Subject : Ongoing research

AIP-Rural is now in its fourth year of implementation, with the first phase of the program due for completion at the end of December 2018. Its four sub-projects are at differing stages in their project life cycles: PRISMA commenced in November 2013, following by ARISA (December 2014), TIRTA (July 2015) and SAFIRA (September 2015), and thus impact cycles differ. In all cases, the projects now have established models of co-investment that are achieving impact on the ground and, in select cases, are already on a clear pathway to achieving systemic change.

Within this context, AIP-Rural are developing a Learning Series to communicate key learning of the program to its key stakeholders and wider audience in order to contribute to the broader evidence and lessons on market systems and private sector development, and to highlight key areas of the program's success.

DFAT have undertaken to tender a second phase of the program (to be known as PRISMA 2I), which will commence in January 2019. The Tender process will occur during the first and second quarter of 2018. As part of the knowledge management process, AIP-Rural wish to explore a number of topics, from a market systems development lens, to better bridge the learning exchange from Phase I to Phase II of the program.

Attached are the Terms of Reference for the Learning Series and the RFT for the Preparatory Studies are attached. Both Study series will be published on this website as soon as they are finalized.

Terms of Reference AIP-Rural Learning Series Writers

Eligibility Criteria:	International	Location:	Surabaya and remote work
Position Type:	Short-Term	Reporting to:	AIP-Rural Learning Series Manager
ARF Rating:	C3	Term and Duration:	10 – 20 days per assignment

BACKGROUND TO THE PROGRAM

The Government of Indonesia partners with the Government of Australia on an initiative to boost smallholder farmers' incomes: The Australia-Indonesia Partnership for Rural Economic Development (AIP-Rural).

AIP-Rural is a program with 4 projects: PRISMA (agricultural development), TIRTA (irrigation), SAFIRA (value chain finance) and ARISA (applied agriculture research). AIP-Rural follows a Making Markets Work for the Poor (M4P) approach and will contribute to a 30%, or more, increase in net incomes for 300,000 smallholder farming households by December 2018. It works in a range of sub-sectors in collaboration with farmers, businesses, government and civil society partners to increase the competitiveness of farm businesses through (i) increased productivity; (ii) improved business practices; (iii) a growing share of an expanding market; and (iv) the continuous adoption of innovations. The program works in five (5) provinces in Eastern Indonesia: East Java, Nusa Tenggara Barat, Nusa Tenggara Timur, West Papua and Papua.

Further details on the four projects can be found in the Annex and on AIP-Rural website: <https://aip-rural.or.id/en>.

BACKGROUND TO THE ASSIGNMENT

AIP-Rural is now in its fourth year of implementation, with the first phase of the program due for completion at the end of December 2018. Its four sub-projects are at differing stages in their project life cycles: PRISMA commenced in November 2013, following by ARISA (December 2014), TIRTA (July 2015) and SAFIRA (September 2015), and thus impact cycles differ. In all cases, the projects now have established models of co-investment that are achieving impact on the ground and, in select cases, are already on a clear pathway to achieving systemic change.

Within this context, AIP-Rural are looking for experienced writers to develop a Learning Series to communicate key learning of the program to its key stakeholders and wider audience in order to contribute to the broader evidence and lessons on market systems and private sector development, and to highlight key areas of the program's success. Applicants may apply as either an individual or team of individuals.

The series will cover eight themes as indicated in the table below:

Themes	Included in this tender
Adaptive Management in practice	Yes
Scale and Sustainability	Yes
Effective Partnerships with the private sector	Yes
Effective Partnerships with the public sector	Yes
Women's Economic Empowerment	No
Good Use of Data	No
Private sector investment in tertiary irrigation: lessons learned and way forward (TIRTA)	Yes
Value chain finance: lessons learned and way forward (SAFIRA)	Yes

SCOPE OF WORK

The scope of the assignment is twofold:

1. Develop a broader, organised evidence bank of primary and secondary research on experiences and lessons learned in relation to AIP-Rural interventions, and incorporating wider experiences (based on the consultant's own expertise and other relevant sources), against the selected theme(s) and;
2. Identify and develop appropriately packaged cases out of the evidence bank.

In consultation with the AIP-Rural Learning Series Manager, the consultants should:

- Review existing program evidence and quickly grasp the workings of AIP-Rural in detail;
- Interview key AIP-Rural staff, partners, beneficiaries and interested stakeholders to gather specific evidence and narratives relating to the theme(s);
- Collate and organise the evidence and narratives into a set of structured documents, i.e. the evidence bank;
- Convert the selected narratives from the evidence bank into appropriate cases of reviewable quality;
- Respond to comments and feedback from internal and external reviewers and incorporate these into final version(s).

Final edits, proof reading and formatting will be managed internally.

KEY SELECTION CRITERIA

1. Strong conceptual understanding of the Market Systems Development (MSD) approach, with practical field experience, preferably within the Indonesian context.
2. Proven track record in producing written case studies or other relevant equivalent written work, preferably on market systems programs.
3. Proven experience in applying qualitative and quantitative research methods.
4. Additional specific expertise in the selected themes of the series as illustrated in Table 1.
5. Strong written and verbal communication skills in English; some skills in spoken Bahasa Indonesia preferred.

TERMS AND DURATION

Each case study is expected to require between fifteen (15) to twenty (20) days, including at least five to ten days in-country – Surabaya (Indonesia) with potential field work in Eastern Indonesia. The remaining time will be desk based.

The total input (days) and scope of field work may vary contingent to synergies deriving from the allocation of multiple cases per consultant.

The assignment is expected to be completed between March and June 2018.

HOW TO APPLY

Fill out your registration in the application portal following the link in the job advert. Please submit:

1. Curriculum Vitae (no more than Seven (7) A4 pages) with two references;
2. Cover letter addressing the Key Selection Criteria, and demonstrating your ability to undertake the assignment against the selected theme(s). The cover letter title must include: **"AIP-Rural Learning**

Series - the theme or themes you are applying for...your name". Application to be no more than two (2) A4 pages;

3. Sample of your writing ability, preferably a previous case study – to be attached to the cover letter and uploaded under “key selection criteria” section of the application portal;
4. Please clearly indicate your proposed daily fee rate in AUD. (Note AIP-Rural reserve the right to negotiate on daily fee rates.)

Applications are open to national and international consultants and women are strongly encouraged to apply.

The deadline for applications is February 18th, 2018.

ADDITIONAL NOTES

1. To promote consistency and value for money, consultants are encouraged to apply for more than one theme. AIP-Rural reserves the right to decide on the final allocation / award of themes to consultants.
2. Where two or more consultants wish to apply as a group they must nominate one consultant as the lead and clearly note the proposed split of roles/tasks.

FUNCTIONAL RELATIONSHIPS

This position:

- Reports to the AIP-Rural Learning Series Manager with oversight by the Deputy General Manager or their delegates.
- Works in close collaboration with the AIP-Rural team.
- Responds to coordinated feedback and guidance from AIP-Rural Senior Staff and external reviewers as required.

Table 1: AIP-Rural Learning Series themes included in this tender and basic case details

Theme	Basic Details
Adaptive Management <i>How AIP-Rural puts Adaptive Management in practice</i>	<p>Market Systems Development (MSD) involves introducing innovation and it relies on working with market actors, not delivering directly. Therefore, a level of failure has to be anticipated, and flexibility to be responsive to market conditions is vital. This case will explore how AIP-Rural has dealt with this and provide practical examples of the application of Adaptive Management in practice.</p>
Scale and Sustainability <i>How AIP-Rural has approached scale up: beyond ADOPT and ADAPT, interventions for EXPAND and RESPOND</i>	<p>Market Systems Development programs begin by introducing innovations with market actors on a pilot basis. There is a risk that when these initial interventions are successful, they are seen as a 'formula' to be replicated. AIP-R has learnt that this is not the most effective way to reach large scale impact. This case will highlight different types of intervention, practical guidance as programs move from Adopt and Adapt to Expand and Respond*.</p> <p>* AIP-Rural utilises the AAER systemic change framework developed by The Springfield Centre.</p>
Effective Partnerships – Private Sector <i>How AIP-Rural has approached partnering with the private sector</i>	<p>Working with the private sector is central to MSD and to wider PSD field. Elsewhere in development it has been more controversial/less common to work with the private sector, but this is changing. However, <i>why</i> and <i>how</i> a development agency works with business is not always clear. AIP-R has extensive experience of the 'how to' of working with the PS: rationale, partnership, intervention options and measurement, which offers insight and guidance to those wishing to work with business to achieve development outcomes</p>
Effective Partnerships – Public Sector <i>How AIP-Rural has approached partnering with the public sector</i>	<p>It is often stated that MSD is only about working with PS and ignores government. When public-function constraints are identified MSD progs work with public actors, from localised regulation and public services facilities to national policies. There are however, distinctive challenges and differences in tactics, when working with government compared to with PS. AIP-R has some emerging experiences and lessons.</p>
TIRTA <i>Private sector investment in tertiary irrigation: lessons learned and way forward</i>	<p>TIRTA is pioneering the market systems development approach in the irrigation sector; the programme seeks to facilitate private sector investments in tertiary irrigation by addressing systemic constraints that curtail private sector's participation in the market. The central concept of TIRTA is that the private sector is willing to invest in and manage tertiary irrigation schemes, and that private sector led tertiary irrigation is sustainable (also in relation to community-led schemes) and can provide reliable income change for farming households. Approaching the end of the first phase this case explores the extent to which the concept has been proven, what are the key lessons learnt and potential ways forward.</p>

Theme	Basic Details
<p>SAFIRA</p> <p><i>Value chain finance: lessons learned and way forward</i></p>	<p>SAFIRA's proposition is that Value Chain Finance (VCF) is a legitimate way to stimulate agricultural finance in order to increase farmer household income. To prove the concept, SAFIRA collaborates with several types of financial service providers to implement VCF through: (1) the facilitation of institutional strengthening within partner financial institutions; and (2) by designing commodity-specific VCF loan products to be utilised by a partner. Through these two channels, SAFIRA assists financial service providers to adopt and institutionalise VCF, and enables them to overcome typical barriers to increasing their agricultural lending, including, among others: high transaction costs, difficulty managing risks, and a limited understanding of the agricultural sector. Approaching the end of the first phase this case explores the extent to which the concept has been proven, what are the key lessons learnt and potential ways forward.</p>

ANNEX – AIP-Rural programs' details

AIP-Rural's four programs are:

Promoting Rural Income through Support for Markets in Agriculture (PRISMA)

A program dedicated to supporting the Government of Indonesia's mid-term development strategy to eradicate rural poverty. The program aims to improve agriculture competitiveness – productivity, profit, access to new or better markets, and innovation – for rural farmers. PRISMA aims to achieve a 30% increase in the net incomes of 300,000 male and female smallholder farmers in Eastern Indonesia by the program's completion.

Tertiary Irrigation Technical Assistance (TIRTA)

TIRTA is a program that aims to improve smallholder farmers' access to irrigation. It supports the creation of tertiary irrigation schemes that are managed by local entrepreneurs and HIPPA (water user associations). The program's goal is to increase the net income of 10,000 farmers by 60% through improvements to the efficiency, technical and economic viability of tertiary irrigation projects.

Strengthening Agriculture Finance in Rural Areas (SAFIRA)

This is a program that improves smallholder farmers' access to essential financial services, such as business and investment capital loans. The program facilitates a financial service model that can answer to farmers' specific needs through a partnership between formal and informal financial institutions in rural areas. The program will also expand smallholder farmers' financial access through key market stakeholders (including but not limited to input retailers, collectors, traders and manufacturing companies) in the value chain, with the goal of improving the net incomes of 12,000 smallholder farmers.

Applied Research and Innovation System in Agriculture (ARISA)

ARISA is a partnership between Indonesia's Agency for the Assessment and Application of Technology (BPPT) and Australia's science and technology think tank, the Commonwealth Scientific and Industrial Research Organisation (CSIRO), that aims to disseminate applied and adaptive research in agriculture that will have practical and significant impacts on the incomes of farmers. Its goal is to support innovations that can increase the incomes of 10,000 small farmers in Eastern Indonesia by the end of 2018.

Australia Indonesia Partnership for Rural Economic Development

Request for Tender

Market Systems Development Preparatory Studies

Tender Reference Number: RFT031

Date of Issue: 1st March 2018

Submission Date and Time: 26th March 2018 and 18:00 WIB

Please note:

Tenderers are advised to monitor the AIP-Rural Website (<http://www.aip-rural.or.id>) in order to receive any further information (including amendments, addenda, and further conditions) that may apply to this Invitation.

The funds are provided by the Australia Indonesia Partnership – Promoting Rural Income through Support for Markets in Agriculture (PRISMA)

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Tender Schedule D. Proposed Contract

Tender Schedule E. Template Outline for Sector Study

Tender Schedule A. The Request For Tender Documents (RFT)

1. INTRODUCTION

The Australia-Indonesia Partnership – Promoting Incomes Through Support to Markets in Agriculture (PRISMA) under AIP-Rural is seeking proposals from organisations interested in providing services for the **Market Systems Development Preparatory Studies** (the “**Activity**”). If your organisation chooses to lodge a proposal (the “**Tender**”) it must be submitted on the terms of this document and any attachments (together referred to as the “**Request for Tender**” or “**RFT**”). The required services (the “**Services**”) are described in detail in **Tender Schedule B**

1.1. Structure of Request for Tender

- a) This RFT is comprised of five parts:
 - i. **Tender Schedule A:** The Request for Tender Documents. This Part includes general advice to tenderers in the form of terms and conditions;
Attachments to Tender Schedule A. These Attachments provide Tenderers with the required forms and templates to be submitted as part of the Technical Proposal;
 - ii. **Tender Schedule B:** The Scope of Services. This part outlines the Services to be provided by the Tenderer and gives direction on compiling the Technical Proposal.
 - iii. **Tender Schedule C:** Financial Proposal. This part provides information on the Financial Proposal to be submitted including relevant tables and description of inclusions and exclusions;
 - iv. **Tender Schedule D:** Proposed Contract. This part contains the Contract that Palladium intend to enter into with the winning Tenderer;
- b) The five parts are designed to clearly identify Tender and contract requirements that will apply to this RFT. The conditions contained in this RFT apply to this stage of the procurement process and supersede any earlier stage conducted by PRISMA.

2. TENDER CONDITIONS

Please read this statement of Tender requirements carefully. At AIP-Rural's sole discretion, non-conforming Tenders may not be accepted.

I. Name:	Market Systems Development Preparatory Studies
II. Funding :	Funded by the Australian Government
III. Tender Activity No	RFT031
IV. Closing Time:	6.00 pm local time in Surabaya (WIB), Indonesia 26 th March, 2018 AIP-Rural will reject late Tenders
V. Eligibility Criteria:	Eligibility to Tender is restricted to the following: <ul style="list-style-type: none"> • Be a registered entity in Indonesia, or have the necessary approvals to undertake the studies Tenderers with proven M4P or other market-based development experience • Tenderers with a working history in Indonesia
VI. Mode of submission:	Tenderers must deliver an electronic copy of the Technical and Financial proposal to the E-Tender Box noted in item VII
VII. Tender email address for submission:	tenders1@aip-prisma.or.id
VIII. Electronic Format	Files to be in both Microsoft Word and PDF (Portable Document Format). Financial tables are to be on Microsoft Excel.

IX. Language	Tenders are to be submitted in English
X. Proposal layout	Technical proposals must be in the format outlined in the Scope of Services, outlined in Tender Schedule B including all attachments.
XI. Tender Validity Period:	180 Days from Closing Date.

2.1. Tender Format

All Tenders are to have the following:

- a) **Covering Letter.** A cover letter signed by an authorised person from the company (e-signature accepted)

The cover letter should have the Tenderer's contact details and should also include the following statement:

"If negotiations are held during the period of validity of the Proposal, we/I undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

With reference to the Tender policy, I certify that:

The information contained in this Tender including the CV's of nominated personnel submitted is factually based and I understand that if such information is found to be inaccurate or misleading it may result in disqualification of our Tender.

1. *The personnel nominated in the Tender have been approached and have confirmed their availability to undertake the Services at the time specified.*
2. *The Tender is accurate in every aspect and contains no false or misleading claims or statements.*
3. *We/I have not received improper assistance, or colluded with any other companies except those named in the Tender, if any.*
3. *We/I are not:*

a) *listed on a World Bank List or on a Relevant List, including but not limited to:*

- i. <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>
- ii. <https://www.gov.uk/sanctions-embargoes-and-restrictions>
- iii. <http://hmt-sanctions.s3.amazonaws.com/sanctionsconlist.htm>
- iv. <http://www.un.org/sc/committees/consolidated.htm>
- v. <http://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>

a) *subject to any proceedings or an informal process which could lead to listing on a World Bank List or listing on a Relevant List;*

b) *temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;*

c) *temporarily suspended from tendering by a donor of development funding other than the World Bank;*
or

d) *the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding*

I understand you are not bound to accept any Proposal you receive."

- b) **Technical Proposal.** The Technical Proposal outlining the company's understanding of the task, the approach that will be taken, and the personnel who will be engaged to work on the should address in turn each of the Scope of Services as mentioned in **Tender Schedule B**. The Technical Proposal should follow the outline prescribed in **Tender Schedule B**, including any tables and allowable Annexes as described in **Section 2.2**.
- b) **Annexes to the Technical Proposal.** These are noted in **Section 2.2** below.
- c) **Financial Proposal.** The Financial Proposal is to be submitted in accordance with this RFT and **Section 2.3** below.

2.2. Annexes to the Technical Proposal

The following annexes are to be included with the technical proposal.

Annex 1- Company Experience Sheet

- a) Tenderers should provide relevant company experiences on similar studies/projects in the format outlined in **Attachment 1**, which demonstrate strongly their ability to fulfil the objectives of the project. Only relevant examples completed within the last 5 years (prior to the RFT issue date) should be included.
- b) Tenderers are to provide two referees per sheet from past clients who may provide substantive comments in relation to the organization's execution of the activity or project. Where possible this must be a senior representative of the client. No referees are to have a financial interest or involvement with the Tenderer

Annex 2- Curricula Vitae (CVs) for Management Personnel

- a) CVs must be in the format outlined in **Attachment 2**, including referees and may not exceed the number of pages noted in Tender Schedule B
- b) The CV must include the declaration noted in **Attachment 2** and be signed and dated by the nominated consultant.

Annex 3- Curricula Vitae (CVs) for Researcher/ Consultant

- a) CVs must be in the format outlined in **Attachment 3**, including referees and may not exceed the number of pages noted in **Tender Schedule B**
- b) The CV must include the declaration noted in **Attachment 3** and be signed and dated by the nominated consultant.

Annex 4- Work Schedule or Programme

- a) Tenderers are to develop a detailed work schedule (Gantt or Bar Chart) that identifies the main activities of the Services, their content and duration, phasing and interrelationships, milestones, and delivery dates of any reports or other specified outputs.
- b) The work schedule should be presented on A3 or A4 pages in the format indicated **Attachment 4**.

2.3. Conditions of the Financial Proposal

- a) The Financial Proposal is to be submitted in the format provided at **Tender Schedule C**.
- b) The Financial Proposal is to be a firm fixed price including all costs, escalation, taxes and any allowance for foreign exchange rate variations for the duration of the contracted Activity.
- c) The financial proposal is to be expressed in Australian Dollars
- d) PRISMA will treat as non-conforming any Financial Proposal that is:
 - (i) Not substantially in the format provided at **Tender Schedule C**; or
 - (ii) Not firm fixed price (including any inflators).
- e) The financial proposal is to include any VAT as a separate figure. The Tenderers will provide information regarding their tax liability.
- f) Tenderers must provide details of the following:
 - I. The name of the tendering entity and its ultimate owner(s).
 - II. The names and financial relationships between the tendering entity, its parent entity (if relevant) and other related entities within the group.
 - III. The previous years' annual financial statement for the tendering entity. This annual financial statement must be prepared in accordance with Generally Accepted Accounting Standards applicable to the

Tenderers country of residence (audited if available). The annual financial statement must include a:

- balance sheet;
- profit and loss statement; and
- cash flow statement.

2.4. PRISMA's Rights

a) PRISMA reserves the right to:

- I. seek Tenders from any organisation;
- II. accept or reject any Tender;
- III. terminate, extend or vary its procurement process for the Services;
- IV. request clarification in relation to a Tender;
- V. seek information or negotiate with any organisation that has not been invited to submit a Tender;
- VI. terminate negotiations with the preferred Tenderer and commence negotiations with any other Tenderer;
- VII. evaluate only those Tenders that are conforming and achieve the minimal technical score as noted elsewhere in this RFT; and
- VIII. negotiate with any one or more Tenderers.

2.5. Tenderer's Acknowledgement

a) A Tender is submitted on the basis that the Tenderer acknowledges that:

- I. it examined the RFT documents;
- II. the RFT specifies PRISMA's rights in respect of the RFT and the Tenderer agrees that PRISMA may exercise its rights as set out in the RFT in respect of the RFT process;
- III. it sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to PRISMA's requirements, including the risks and other circumstances which may affect a Tender;
- IV. in lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of PRISMA other than any statement, warranty or representation contained in the RFT;
- V. it did not use the improper assistance of the AIP-Rural and AIP-Rural staff or ex- employees, or information unlawfully obtained from AIP-Rural in compiling its Tender;
- VI. it satisfied itself as to the correctness and sufficiency of its Tender;
- VII. it is responsible for all costs and expenses related to its involvement in the RFT;
- VIII. the Tenderer understands that the selection of a successful Tenderer must have prior approval from DFAT before PRISMA can award a contract for the Activity and that DFAT reserves its rights to accept or reject any Subcontractor for any reason;
- IX. the Tenderer will comply with the rules set out in this RFT.

2.6. Tender Requirements

The Tenderer may only submit one Tender. If a Tenderer submits or participates in more than one Tender, that Tenderer will be disqualified. However, this does not limit the participation of the individual experts of inclusion in more than one proposal.

3. TENDER CONFORMANCE REQUIREMENTS

3.1. Minimum requirements

The following is a summary of minimum requirements under this Tender. As part of the assessment all Tenders will be assessed for conformance to these requirements. The Tenderer is encouraged to use this as a checklist prior to

submitting their Bid. PRISMA may reject any Tender that does not meet these minimum requirements.

Conforming Criteria Kriteria Kesesuaian	✓
1. Does the Tenderer meet the eligibility criteria noted in Item V?	
2. Was the Tender received before the closing time noted in Item IV or any later addendum?	
3. Is the Tender in the format outlined in Item 2.1 to this RFT?	
a. Contains compliant covering letter?	
b. Is within the maximum number of pages specified in Tender Schedule B?	
c. No Palladium, PRISMA, AIP-Rural or DFAT Logos in the proposal?	
4. Does the Technical Proposal include the following:	
a. Attachment 1: Company Experience Sheet as noted in Item 2.2?	
b. Attachment 2: CV's of management staff as noted in Item 2.2?	
c. Attachment 3: CVs of consultants as noted in 2.2?	
d. Attachment 4: Work Schedule as noted in 2.3?	
5. Is the Financial Proposal in the format noted at Tender Schedule C	

PRISMA reserves the right to seek clarification of Tenders that do not satisfy the Conditions for Eligibility at Item V, the Financial Proposal specified at Item 2.3, and the Tender conformance Requirements specified at Item 3.1 in accordance with Item 1.1.

3.2. Alternative Tenders

- a. PRISMA reserve the right to consider any and all Alternative Tenders
- b. Alternative Tenders will be technically assessed against the selection criteria contained in this RFT.

4. TENDER SELECTION CRITERIA

The Technical Proposal will be assessed against the following criteria.

Criteria / Sub-criteria	Maximum Score
Management Capacity and Experience	30
The capacity of the organisation to manage the services, including contracting, coordination, oversight and providing technical input to the completion of the studies in a timely manner.	20
The management team composition and skills	10
Understanding of the approach and technical capacity	25
Study approach and methodology	20
Realistic workplan	5
Qualifications and Adequacy of study personnel	45
Appropriate qualifications and experience of proposed personnel	35
Availability of study personnel	5
Experience of the nominated personnel in the geographic locations	5
TOTAL / JUMLAH	100
Minimum Passing Score (Technical Evaluation)	75%

5. TENDER ASSESSMENT AND EVALUATION

5.1. Value for Money Selection

- a) Tenderers will be assessed on both the Technical and Financial components of their Proposal. The Technical Proposal (Response to Selection Criteria), and specified Annexes (as outlined in **Section 2.2**), will be assessed by the TEP first.
- b) Once Tenders are received and verified as conforming to the specifications of this Request for Tender, (refer **Section 4**) an assessment will be undertaken by the TEP which may recommend a short listing of Tenders for further assessment and interview. Only Tenders that demonstrate their capability to undertake and run the Activity successfully will be considered for short listing, and possible interview.
- c) Following the TEP assessment of the short-listed Tenders, any interviews, and the calculation of final aggregate technical scores, the Program will conduct a separate overarching Value for Money assessment of technically suitable Tenders, which will consider the:
 - (i) Technical ranking of Tenders;
 - (ii) Overall cost of the Tenderers bids;
 - (iii) Overall past performance of the Tenderers’;
 - (iv) Tenderers’ ability to undertake the work at the price tendered; and
 - (v) Tenderers’ financial capacity to meet its contractual obligations
- d) PRISMA may subject all Financial Proposals from short-listed Tenderers to examination to ensure completeness and accuracy of costed proposals against the RFT documentation, and to identify any risks likely to impact costs over the life of the Services.

6. Negotiations

- a) PRISMA intends to conduct contract negotiations only and directly with the highest ranked Tenderer. The results of any negotiations will be incorporated into the final contract.
- b) In the event that PRISMA is unable to satisfactorily conclude contract negotiations with the higher ranked Tenderer, PRISMA reserves the right, at its sole discretion, to terminate the negotiations and enter into Contract negotiations with the next ranked Tenderer(s).
- c) Having selected the Preferred Tenderer on the basis of, among other things, an evaluation of the proposed professional staff, PRISMA expects to negotiate a Contract on the basis of those staff named in the Tender. Prior to commencement of negotiations PRISMA will require assurances that the Professional staff will be actually available for their assigned inputs. PRISMA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- d) Notwithstanding the above, where personnel provisions in the proposal of the highest ranked Tenderer are assessed as inadequate, as part of the contract negotiation process, PRISMA may request changes to the personnel. Changes may include replacement and/or additional personnel resources. In such cases the Tenderer will be advised of the proposed changes at the time of the issue of the invitation to negotiations.
- e) Negotiations may include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organisation and staffing, and any suggestions made by the Tenderer to improve the Terms of Reference. PRISMA and the Consultants will finalise the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as the “Scope of Services”.
- f) If applicable, it is the responsibility of the Tenderer, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Tenderer under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in Indonesia, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- g) Negotiations will conclude with a review of the draft Contract. To complete negotiations PRISMA and the Tenderer will sign the agreed Contract. If negotiations fail, PRISMA will invite the Tenderer whose Tender received the

second highest score to negotiate a Contract.

- h) Negotiations will be held at the PRISMA Office at a date and time to be advised.

7. Debriefing of Tenders

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

ATTACHMENTS / LAMPIRAN

Attachment 1: Company's Experience Sheet

Details of relevant studies or projects in which the Tenderer has been involved for the previous four years which demonstrate the Tenderer's ability to fulfil the objectives of the Services must be presented in the format outlined below. This attachment must not contain more than 2 examples per study. At least 1 Experience Sheet must be completed for each study being tendered for.

PAST EXPERIENCE SHEET

Activity Name			
Activity Location(s)			
Activity Duration		Client/Donor:	
Activity Value:		Year Completed:	
Study that this Experience Sheet refer to (refer to Table 1 of the Services)			
Brief description of the study/activity			
Brief description of Services provides and any outcomes			
Statement of the similarities between this study and the requirements of the study currently being tendered and how this activity supports your statements addressing the Selection Criteria and proposal requirements:			
Nominated Activity Referee:			
Name:			
Position:			
Company:			
Work phone:			
Email:			

Each Past Experience Form must not exceed 2 A4 pages

Attachment 2: Curriculum Vitae Management Personnel

Complete one CV for each of the management personnel nominated in the Technical Proposal

Name	
Proposed position	
Nationality	
Qualifications:	<i>Qualification / Date / Institution/</i>
Languages & degree of proficiency (Fluent/working ability/passive)	
Indonesian province work experience	
Countries of work experience	
Specialist fields	<i>State up to five only</i>

1. **Relevant Professional Experience** *[Starting from most recent]*. Enter up to 3 most recent positions

Date	month/year to month/year/	Country:	
Position Title		Donor/Employer	
Project Title			
Main Responsibility	Enter brief description		
Main Duties	•		

Date	month/year to month/year/	Country:	
Position Title		Donor/Employer	
Project Title			
Main Responsibility	Enter brief description		
Main Duties	•		

Date	month/year to month/year/	Country:	
Position Title		Donor/Employer	
Project Title			
Main Responsibility	Enter brief description		
Main Duties	•		

2. **Commitments:** *Please note any existing or potential commitments that may affect your ability to deliver the services*

3. **Referees:** *Referees must not be from the same company*

Referee No. 1		Referee No. 2	
Name:		Name:	
Position:		Position:	
Company:		Company:	
Phone		Phone	
Email:		Email:	
Relationship to Applicant		Relationship to Applicant	

4. Certification / Pernyataan:

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

I confirm my availability and commitment to the Project as described in the Technical Proposal.

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

Signature:

Date:

Attachment 3: Curriculum Vitae Researcher/Consultant

Complete one CV for each of the lead researcher/consultant nominated in the Technical Proposal. The CV must identify the study the researcher will undertake

Name	
Proposed study (from Table 1 of the Services)	
Nationality	
Qualifications:	<i>Qualification / Date / Institution/</i>
English language proficiency – spoken and written (fluent/working ability/passive)	
Indonesian province work experience	
Countries of work experience	

5. Relevant Studies previously undertaken [Starting from most recent].

Date	month/year /	Country:	
Study Title		Donor/Employer	
Project Name			
Description of Study	Enter brief description		

Date	month/year /	Country:	
Study Title		Donor/Employer	
Project Name			
Description of Study	Enter brief description		

Date	month/year /	Country:	
Study Title		Donor/Employer	
Project Name			
Description of Study	Enter brief description		

Etc

6. **Commitments:** Please note any existing or potential commitments that may affect your ability to deliver the services

7. **Referees:** Referees must not be from the same company

Referee No. 1		Referee No. 2	
Name:		Name:	

Referee No. 1		Referee No. 2	
Position:		Position:	
Company:		Company:	
Phone		Phone	
Email:		Email:	
Relationship to Applicant		Relationship to Applicant	

8. Certification / Pernyataan:

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

I confirm my availability and commitment to the Project as described in the Technical Proposal.

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

Signature:

Date:

Attachment 4: Work Schedule or Programme

Example only

Works Schedule - in the form of a Gantt or Bar Chart												
No.	Activity	Dur.	Dec 1	Jan 2	Feb 3	Mar 4	Apr 5	May 6	Jun 7	Jul 8	Aug 9	etc etc
1	Task 1	6 wks										
2	Task 2	4 wks										
3	Task 3	4 wks										
4	Task 4	5 days										
5	etc	etc										
6												
7												
8												
9												
10												
etc												

Notes// Catatan:

- I. Tenderer to indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PRISMA approvals
- II. Duration of activities shall be indicated in the form of a Gantt or Bar chart similar to the one above.

Tender Schedule B. Scope Of Services

Services

Market Systems Development Preparatory Studies for AIP-PRISMA II

1 BACKGROUND

The Australia-Indonesia Partnership for Rural Economic Development (AIP-Rural) is a suite of programs implemented by Palladium on behalf of the Government of Indonesia and the Government of Australia, through DFAT focused on improving smallholder farmer income. The four programs currently managed under AIP-Rural include: PRISMA (agricultural development), TIRTA (irrigation), SAFIRA (value chain finance) and ARISA (applied agriculture research).

AIP-Rural aims to achieve a 30%, or more, increase in net incomes for 300,000 smallholder farming households by December 2018. It works in a range of sub-sectors in collaboration with farmers, businesses, and government to increase the competitiveness of farm businesses through (i) increased productivity; (ii) improved business practices; (iii) a growing share of an expanding market; and (iv) the continuous adoption of innovations. The program works in five (5) provinces in Eastern Indonesia: East Java, Nusa Tenggara Barat, Nusa Tenggara Timur, West Papua and Papua.

1.1 Program Approach

AIPD-Rural aims to address, in an equitable and sustainable way, constraints to the competitiveness of poor farmers in order to increase their incomes. The Program does this using a market-led agricultural systems development approach known as M4P (Making Markets Work for the Poor). At the core of this approach is the theory that all people living in communities' trade goods and services with one another to meet their needs. AIP-PRISMA works with private sector partners to grow markets for commodities that are likely to increase the incomes of poor farmers. They do this by expanding or enhancing farmer's access to change-inducing inputs, know-how and public services.

2 STATUS OF THE PROGRAM

AIP-Rural is in its final year of implementation (to December 2018). DFAT have undertaken to tender a second phase of the program (to be known as PRISMA 2I), which will commence in January 2019. The Tender process will occur during the first and second quarter of 2018. As part of the knowledge management process, AIP-Rural wish to explore a number of topics, from a market systems development lens, to better bridge the learning exchange from Phase I to Phase II of the program.

3 OBJECTIVE

The overall objective of the services is to design and undertake up to **seven preparatory studies** that can inform the design of interventions or sectors in PRISMA 2. The purpose of these studies is to gather information and consolidate knowledge to provide a spring board for further work in PRISMA 2. The studies will not be used to steer or dictate decisions related to the Phase II design, which will already be tendered by the time these studies will be undertaken.

4 THE SERVICES

The scope of the services will be divided into three main components, namely (i) Project management, (ii) study design, (iii) study implementation.

The successful Tenderer will be responsible for **managing the individual studies from design through to delivery**. The successful Tenderer can undertake this assignment in-house (i.e. with their own

resources) or by using suitably qualified consultants or institutions with a proven track record. The successful Tenderer will be responsible for the results, findings and quality of work undertaken by all sub-contractors and the management of the work in line with agreed timelines.

Each of the studies will be a stand-alone deliverable but will be undertaken in tandem or close together. The Tenderer can tender for all studies or nominate which studies they wish to undertake, but this needs to be made clear in the Tender submission. Preference will be given to organizations that can take on multiple/all studies.

The services may be split at the discretion of AIP-Rural depending on the quality and merits of the technical proposals.

(i) Project Management

The successful Tenderer will be required to coordinate and oversee the design and implementation of each study and manage these to meet the agreed timelines.

Management support

The successful Tenderer will need to demonstrate their capacity to effectively oversee, administer and financially manage the services, including the management of any sub-contractors.

The successful Tenderer will need to provide the necessary professional and support staff to fulfil the services and facilitate the necessary administrative and logistical support.

The core management responsibilities will include:

- Strategic management and leadership of the service delivery
- Ensuring coherence and appropriateness of the design TOR
- Contracting and management of sub-consultants and sub-contractors, if required
- Technical oversight of each of the studies to ensure consistency with the approach and adherence to M4P best practice principles
- Coordination of the studies including planning, budgeting, implementation, monitoring and reporting
- Project management of the studies including delivery oversight and progress monitoring against agreed targets, milestones, and deliverables for each of the studies
- Risk mitigation and control
- Providing logistical and administrative support
- Liaison with the AIP-Rural team
- Reporting and presenting results, as requested

The successful Tenderer will need to nominate management personnel and the percentage input of each of the personnel. The team must have the required management skills and experience, including proven M4P and Indonesian agribusiness expertise, or equivalent. The management team make-up and time allocation will need to be proportional yet sufficient to meet the timeframe of the services.

(ii) Study Design

The successful Tenderer will be expected to design each of the studies and develop a design TOR with associated detailed workplan for approval by AIP-Rural. The designs will need to demonstrate adherence to M4P principles and appropriate methodology. The process for approval of the design TOR once the contract for the services has been awarded is outlined below:



Preparatory study topics

The study topics are outlined in table 1. The studies include:

- Commercial feasibility studies
- M4P sector analysis studies
- Business analysis
- Gender and WEE
- Nutritional study
- Irrigation

The geographical scope of the services is study dependent (refer to table 1) but includes the following provinces:

- East Java (EJ)
- NTT
- NTB
- Papua (PA)
- West Papua (WP)
- Central Java (CJ) (this is a selected province for Phase II and no work has currently been undertaken in this province)

Study methodology

The Tenderer will need to provide an outline of the method(s) and approach to be used for each of the designs described in Table 1 and provide a list of assumptions they have used for each study in determining the methodology and approach.

The Tenderer will need to be able to demonstrate their proven experience in the design of similar studies in Indonesia, or similar geographic locations (remote, rural, with disparate locations).

Table 1: Preparatory Study Topics

Study Topic	Description of the Study	Data source	Utility of findings	Province
Sector analysis: Mechanization	<p>A cross-cutting mechanization sector analysis will be undertaken to highlight appropriate technologies for smallholder farmers in all 6 provinces. This should include an analysis of the constraints and opportunities of farmers, Intermediate Service Providers (ISPs) and businesses on promoting these technologies. The study should provide strategies and/or intervention ideas using mechanization that would improve the income of smallholder farmers</p> <p>The Tenderer will be expected as a minimum to:</p> <ul style="list-style-type: none"> • Use an M4P approach to undertake the sector diagnostic review for mechanization using secondary data • Prepare a field research plan, including stakeholder analysis • Undertake field research and interviews with the necessary stakeholders • Prepare a sector analysis report in accordance with the template outlined in Tender Schedule E 	Mix of primary and secondary	Mechanization will be a sector in PRISMA-2. Sector analysis will help to design interventions and find potential partners	EJ, NTT, NTB, PA, WP, CJ
Sub-sector analysis	<p>AIP-Rural has no sector analysis of Central Java as this is a new proposed province for Phase II.</p> <p>The Tenderer will be expected as a minimum to:</p> <ul style="list-style-type: none"> • Using secondary data and possible field research, map the potential agricultural sub-sectors in East Java. This should include sub-sectors where PRISMA is currently working, and where PRISMA is not yet working • Using selection criteria provided by PRIMSA, undertake a ranking of the sub-sectors • Based on discussions with PRIMSA, choose up to five sub-sectors to undertake deeper sector analysis through field visits • Prepare sector analysis report identifying market constraints and opportunities for farmers and businesses that would improve the income of poor 	Mix of primary and secondary	Identify sub-sectors suitable for Phase II interventions	EJ

	farmers in accordance with the template outlined in Tender Schedule E			
Kiosks mapping and business analysis	<p>Identify the existing agricultural input kiosks/retailers in each of the PRISMA working areas (anticipated to be more than 17,000 kiosks), geo-tag their location, and analyse their businesses (sales, business models, source of inputs, promotion strategies etc.). Map each of the kiosks and classify according to distributor, retailer, and R2 (kiosk) level. The mapping should also capture what commodities/crops the kiosk services. This will enable two levels of sorting: by kiosk type and by commodity. The mapping will be used to develop interventions around distribution networks and developing improved marketing strategies.</p> <p>The Tenderer will be expected as a minimum to:</p> <ul style="list-style-type: none"> • Assess the usefulness of such a map for the intended purpose • Design the survey methodology and field implementation plan • Prepare the survey questionnaire • Train enumerators • Undertake the survey • Data collation and data QA • Delivery of database 	Primary	To feed into existing and planned interventions on ICT and marketing	EJ, NTT, NTB, PA, WP, CJ
Background study for nutrition sensitive agriculture	<p>Women of reproductive age and children under 5 years old are the targeted population in DFAT's nutrition sensitive agriculture guideline. Issues include wasting, stunting, Vit A deficiency (for children under 5) and iron deficiency, obesity (for women of reproductive age).</p> <p>The focus of the study will be on access to food and care practice (WEE, Income and knowledge) of farm households specifically for female farmers and children under 5. It is</p>	Secondary data	The study will help AIP-Rural design strategies to move towards nutrition sensitive agriculture in intervention design	EJ, NTT, NTB, PA, WP, CJ

	<p>anticipated that this would be a primarily a desk study using secondary data and some interviews with experts.</p> <p>The Tenderer will be expected as a minimum to:</p> <ul style="list-style-type: none"> • Desk review of reports and data from existing programs focussed on agriculture and nutrition (for example the TOMAK program in Timor Leste and the Swisscontact program in the cocoa sector in Indonesia) • Dependent on the information available, undertake an analysis of food intake for female farmers of reproductive age and children under 5, including source of nutrients (from own production or bought, for example) • Analysis of women's time, workload, and childcare practices • Analysis of access to food and nutritional literacy by farmers (particularly women) in the target provinces • Recommendations for how nutrition can be incorporated into the design of market-led development interventions on PRISMA 			
Gender marketing strategy	<p>Private partners of PRISMA deploy a range of marketing tactics to reach farming households. Most of these are gender blind. This study should focus on identifying effective gender-sensitive marketing tools and strategies that can be used by private sector partners in intervention design to adequately reach both men and women. The strategies should be gender and culture-sensitive. The study should include an analysis of current practice and how this could be improved to better reach women.</p> <p>The Tenderer will be expected as a minimum to:</p> <ul style="list-style-type: none"> • Map the current players undertaking market research focussed on agricultural input products specific to the PRISMA program (i.e. both undertaken within current partners and/or any associated additional services providers supplying such information), taking into account of explicit and implicit market research collect related to women. 	Primary and secondary	Improvement of WEE in intervention design	EJ, NTT, NTB, PA, WP, CJ

	<ul style="list-style-type: none"> • Develop interview methodology to assess current marketing strategies • Map specific marketing strategies currently in place for women farmers (if any) • Undertake stakeholder study in the field to determine what women farmers want in terms of products, or what marketing strategies they feel would be effective • Undertake gap analysis between what's available and what's required • Provide recommendations for effective gender sensitive marketing strategies that could be utilised by PRISMA partners that would be suitable for each of the six districts 			
Access to water for agriculture	<p>Undertake a 'sector' analysis of water in the target areas. The study will make use of available information and data related to water resources for agriculture and the current carrying capacity to support commercial scale farming in NTT and Madura. The study should address a range of water source options (e.g. ground water, water catchment (i.e. <i>embang</i>), rivers etc.). The study should include the effect on climate change for water availability and resilience options for farmers. It should identify and analyse the suitability of existing irrigation practices, potential opportunities and challenges faced by farmers in the program locations in terms of access to water and scalability of farming enterprises.</p> <p>The Tenderer will be expected as a minimum to:</p> <ul style="list-style-type: none"> • Using existing studies and secondary data, provide an overview or 'atlas' of water resource availability in NTT and Madura • Using existing studies and data, assess accessibility of these water resources for farmers to undertake commercially viable farming practices, including the opportunities and the challenges • Based on findings of the desktop and field review, provide recommendations for agriculture options in each of the specified areas in terms of crop/variety etc. 	Primary and Secondary	The study would help to understand the condition and challenges faced by farmers in relation to current and potential access to water issues. As a basis to determine suitable crops and crop varieties and strategies for interventions based on the constraints	NTT, EJ (Madura)

<p>Feasibility of ARISA technology scale-up</p> <p>*the scope of this study is subject to review but should be costed and designed as described</p>	<p>The ARISA program has piloted a series of new technologies (approximately 8 interventions) and some of those have high potential for scale-up. The study will include a commercial feasibility study for the uptake of the piloted technologies by commercial private companies. The assessment should include technical and commercial feasibility of the scale-up.</p> <p>The Tenderer will be expected as a minimum to:</p> <ul style="list-style-type: none"> • Review the existing 8 intervention reports and associated documents • Interview the stakeholders engaged in the intervention, specifically the research institutes to validate the findings • Undertake a feasibility study regarding the potential to commercially scale-up the technologies 	<p>Primary and secondary</p>	<p>PRISMA will design intervention based on the findings.</p>	<p>EJ, NTT, NTB</p>
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(iii) Study Implementation

The studies will need to be undertaken in tandem and as such, the Tenderer will need to be able to demonstrate their ability to provide sufficient personnel with the relevant expertise and experience to meet the timing.

For each study the Tenderer will need to nominate the lead researcher/consultant and provide evidence of their skills and experience. This includes topical and sector expertise, experience in market development approaches, relevant experience in conducting similar types of research, knowledge of the region and context, language proficiency (if required for the study) and their availability to deliver the report in the specified timeframe.

For studies where enumerators are required, the Tenderer will need to identify the partner they will use and provide evidence of their track record in undertaking similar studies. This will also include the availability of enumerators with local dialect language ability for each of the six provinces.

Where sub-contractors will be used, the Tenderer will need to provide details of the organisation nominated, including track record and evidence of their ability to undertake the work.

5 COSTING

The Tenderer will also be expected to fully cost each of the studies as part of the proposal and provide a **lumpsum** for each study with the estimated total number of person days for each of the personnel involved in that particular study.

The costings must be provided in the format specified in the Tender documents.

There is a maximum ceiling for all seven studies of AUD 1.3 million

6 TIMING AND DELIVERABLES

All TOR designs must be approved no later than the end of April 2018. The TOR designs can be staggered over the month of April, but all designs must be approved by PRISMA prior to the end of April.

All field work and assessment will need to be completed and reports written and submitted by the end of September 2018. There may be some exceptions to the end of October, dependent on the scope and breadth of the study. These should be noted in the Work Plan submitted by the Tenderer.

All study reports should be written in English by a native English writer (or edited by a native English writer). Survey questionnaires can use local language, but the results should be presented in English.

7 TECHNICAL PROPOSAL FORMAT

The Tenderer must provide a Proposal that addresses the Services.

The Proposal must be on A4 paper, single sided, in 12-point Times New Roman font or equivalent and written in English. The Proposal MUST be submitted in the following format:

SECTION A

- Covering letter (refer to section 2.1)
- Adherence to eligibility criteria table

(Include and fill in the following table. By signing this you are confirming the statement to be true)

Criteria	Means of verification	Details/ Signature
We confirm that we are a registered entity in Indonesia	Business registration number/ MOU number:	# (insert business registration number or MOU number here)

and/or are recognized by the Indonesian government		
We confirm that we have demonstrated M4P or market development experience	Insert signature of director:	Xx
We confirm that we have prior experience working in Indonesia	Insert signature of director:	xx

SECTION B – MANAGEMENT CAPACITY

1. Background to the Organisation (not more than 0.5 page)
2. Background to any sub-contractors or partnerships, including organisations undertaken enumeration (not more than 0.25 page per sub-contractor)
3. Management capacity and approach (not more than 1 page)
4. Nominated management team, including nominated personnel and time allocation in percentages (not more than 1 page).

SECTION C – APPROACH AND METHODOLOGY

1. Approach to delivering the services and understanding of market-based approaches (not more than 1 pages)
2. Methodology to be used per study, including design and implementation assumptions (not more than 1 page per study)
3. Approach to coordination and quality assurance of studies (not more than 1 page)
4. Workplan for delivering the services using a gantt chart or similar.

SECTION D – ANNEXES

1. Annex 1 – Company Experience sheet (refer to Attachment 1 of the RFT)
2. Annex 2 – CV table management personnel (refer to Attachment 2 of the RFT)
3. Annex 3 – CV table for lead researcher/consultant (refer to attachment 3 of the RFT)
4. Annex 4 – Work schedule (refer to Attachment 4 of the RFT)
5. Annex 5 – Financial proposal (refer to Schedule C of the RFT)

Tender Schedule C. Financial Proposal / Proposal Keuangan

Tenderers are requested to submit their financial proposals in the format shown in the table below. Information from this table will be used in the assessment of proposals as noted in the Request for Tender documents.

Information in this table will be used to prepare the final basis of payment.

Tenderers are required to submit their financial proposals in an Excel spreadsheet format

Cost for the Provision of Required Services

Palladium intends to pay the Tenderer an all-inclusive lump sum payment for the provision of the Services outlined in the Request for Tender.

Palladium shall not be held liable for any costs or expenditure incurred by the Tenderer in excess of this lump sum payment.

The lump sum payment will be paid progressively through instalments known as Milestone Payments and cover all costs associated with the Services. The Milestones will be determined during contract negotiations.

Table 1: Lump Sum Cost for the Provision of Required Services

Tenderers are requested to insert their total **all-inclusive cost** per study in the table below. All costs must be in AUD

Tenderers must include the costing assumptions per study.

The Tenderer must include estimated working days per researcher (non-administrative/non-management) assigned to each study. This must also include days for enumerators, where relevant.

The **Upper Limit** for the services (all seven studies) is **AUD 900,000**

Name of the Tendering Entity and its ultimate owner:

Study name	Total cost AUD	Estimated person days	Costing assumptions
Mechanization Sector Analysis			

Study name	Total cost AUD	Estimated person days	Costing assumptions
Sub-sector Analysis			
Kiosk mapping and business analysis			
Nutrition sensitive agriculture			
Gender Marketing Strategy for agriculture			
Access to water for agriculture			
Technology feasibility scale-up (ARISA)			
Sub-Total			Insert Total
VAT (PPN) (10% if any, or other tax base on Indonesian tax law – PPN, PPH 23)			Insert Total
Total Lump Sum Payment for All Services			Insert Total

Please attach the previous year's financial statement for the tendering entity

Tender Schedule D. Proposed Contract Agreement

SUBCONTRACTOR AGREEMENT (“Agreement”)

COVER SHEET

Company Name (“Company”)	Click here to enter text.
ABN/Company Number/RN (if applicable)	Click here to enter text.
Address	Click here to enter text.
Company Representative Name and Title	Click here to enter text.
Company Representative Phone/Email	Click here to enter text.
Subcontractor Name (“Subcontractor”)	Click here to enter text.
Subcontractor’s Vendor ID Number (If applicable)	Click here to enter text.
Address	Click here to enter text.
Subcontractor’s Representative Name and Title	Click here to enter text.
Subcontractor’s Representative Phone/Email	Click here to enter text.
Project Name (“Project”)	Click here to enter text.
Subcontractor Agreement Number (if applicable)	Click here to enter text.
Services (“Services”)	The obligations set out or referred to in Annex A.
Client (“Client”)	Click here to enter text.
Head/Prime Contract date and parties (“Head/Prime Contract”)	Click here to enter text.
Head/Prime Contract Currency	Click here to enter text.
Effective Date of this Agreement (“Effective Date”)	Click here to enter a date.
Term (“Term”)	Start: Click here to enter a date. End: Click here to enter a date.
Recipient Country (“Recipient Country”)	Click here to enter text.
Jurisdiction (“Jurisdiction”)	Click here to enter text.
Agreement Currency (“Agreement Currency”)	Click here to enter text.
Total Agreement Sum - The total sum to be paid to the Contractor for the Services shall not exceed this amount. If VAT/GST or any similar sales tax is not included, check the box. If any reimbursable expenses are not included, check the box.	Total: Click here to enter text.
Funding details can be found in Annex B, Part 3.	<input type="checkbox"/> Total Contract Sum is exclusive of VAT/GST or any similar sales tax <input type="checkbox"/> Total Contract Sum is exclusive of any reimbursable expenses
Records Retention Period (“Records Retention Period”)	Choose an item. Other – If other, please specify: Click here to enter text.
Payment by	Choose an item. Other – If other, please specify: Click here to enter text.
Damage Calculation	Percentage: Click here to enter text. % per day <input type="checkbox"/> Not applicable

Professional Indemnity Insurance Amount (all sums in AUD)		<input type="checkbox"/> None
	Total Agreement Sum	Level of Cover Required (higher of)
<input type="checkbox"/>	0 – 10,000	100,000 or 10x Total Contract Sum
<input type="checkbox"/>	10,001 – 25,000	200,000 or 10x Total Contract Sum
<input type="checkbox"/>	25,001 – 100,000	500,000 or 5x Total Contract Sum
<input type="checkbox"/>	100,001 – 250,000	1,000,000 or 5x Total Contract Sum
<input type="checkbox"/>	250,001 – 500,000	2,000,000 or 4x Total Contract Sum
<input type="checkbox"/>	500,000 – 1,500,000	4,000,000 or 3x Total Contract Sum
<input type="checkbox"/>	Over 1,500,000	Must contact Contracts and Compliance for approval

This Agreement is governed by the laws of the Jurisdiction and the Parties submit to the jurisdiction of the courts of such place. This Agreement constitutes the entire agreement between the Parties. Any prior understanding, representation or warranty of any kind preceding the date of this Agreement is hereby superseded by this Agreement.

Signed for the Company:		Signed for the Subcontractor:	
Name:	Click here to enter text.	Name:	Click here to enter text.
Title/Role:	Click here to enter text.	Title/Role:	Click here to enter text.
Date:	Click here to enter a date.	Date:	Click here to enter a date.

TO BE SIGNED FOR THE SUBCONTRACTOR:

The Subcontractor confirms that it has read, understood, and will comply with all the provisions of Annexes C (Part 3), E, and F. Further, the Subcontractor confirms that it will obtain a signed confirmation in this form from each individual or entity contracted by the Subcontractor to undertake any part of this Agreement.

Signed for the Subcontractor:

Name:	Click here to enter text.
Title/Role:	Click here to enter text.
Date:	Click here to enter a date.

TERMS AND CONDITIONS

This Agreement is made and is in full force as of the Effective Date between the Company and the Subcontractor. The Company and the Subcontractor are collectively referred to as “the Parties”.

1. BACKGROUND

The Company requires the Goods and/or Services provided by the Subcontractor.

The Subcontractor has represented that it has the necessary expertise and skills to assist the Company.

Based on the Subcontractor’s representations, the Company has decided to engage the Subcontractor to provide Goods and/or Services to the Company.

The Subcontractor has agreed to provide the Goods and/or Services as defined in this Agreement for the consideration and on the terms and conditions contained in this Agreement.

2. ANNEXES, DEFINITIONS, AND INTERPRETATION

Annex A – Details of Representatives and Description of Goods and/or Services

Part 1 – Details of Representatives

Part 2 – Description of Goods and/or Services

Annex B - Payment

Part 1 – Payment Terms

Part 2 – Invoices and Taxes

Part 3 – Accounting Records

Part 4 – Rates

Annex C – Special Terms and Conditions

Part 1 – Insurance Requirements

Part 2 – Special Conditions

Part 3 – Anticorruption

Part 4 – Duty of Care

Annex D – Definitions

Annex E – Policies and Procedures

Annex F – Client Terms and Conditions

Part 1 – Standard Terms and Conditions

Part 2 – Special Conditions

The words used in this Agreement will be defined as set out in the Definitions at Annex D to this Agreement. If any word in Annex D is defined specifically within the Agreement, the definition within the Agreement will be controlling.

Within this Agreement, a reference to this Agreement or another instrument will include any variation, amendment, novation, or replacement of this Agreement or the instrument to which there is a reference.

If there is any inconsistency, whether express or implied from this Agreement or otherwise, between the Client Terms and Conditions (Annex F), the Terms and Conditions of this Agreement, and the Annexes of this Agreement, then the order of these documents as listed in this paragraph shall apply to resolve the discrepancy, ambiguity, or inconsistency subject to any explicit changes to this priority set out in this Agreement.

In case of any ambiguities or inconsistencies in this Agreement not covered by this section, the Client Terms and Conditions, when applicable, followed by the requirement with the higher standard or which requires the higher performance or additional work or obligations will prevail.

3. ADMINISTRATIVE PROVISIONS

No rights or obligations of or services to be rendered by the Subcontractor under this Agreement will be assigned, transferred, or subcontracted to any third party without the prior written consent of the Company.

Any modification or amendments to this Agreement will only be made by the mutual agreement of the Parties, in a written document signed by both Parties.

In the event that the Subcontractor consists of more than one entity, then each of those entities is jointly and severally liable for the performance of the Subcontractor's obligations under this Agreement.

A right under this Agreement will only be waived if the waiver is in writing and signed by the relevant Party. A waiver by either Party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.

Each provision of this Agreement will, unless the context otherwise necessarily requires, be read and construed as a separate and severable provision or part. If any provision or part is illegal, void, invalid or otherwise unenforceable for any reason then that provision or part will be severed and the remainder will be read and construed as if the severable provision or part had never existed.

The following terms and conditions will survive the expiration or termination of this Agreement:

- a. Services (penalty portion);
- b. Joint and several liability;
- c. Survival;
- d. Intellectual Property;
- e. Promotion and Publicity;
- f. Confidentiality;
- g. Data Protection;
- h. Indemnity; and
- i. Insurance and Duty of Care.

4. NOTICES AND DISPUTE RESOLUTION

Notices will be in writing and addressed to the other Party's Representative at the address specified in this Agreement or such other address as is subsequently notified in writing by the Party.

Notices will be deemed to have been received:

- a. If sent by courier or a form of posting requiring confirmation of delivery, the date of such delivery;
- b. If sent by regular mail, on the third business day from the date mailed;
- c. If hand delivered by 17h00 on a business day in the place of receipt, that business day, and otherwise the following business day in the place of receipt; or
- d. If sent by email, delivery as demonstrated by no intimation having been received that the notice has not been received.

The Company and the Subcontractor will use their best efforts in good faith to settle amicably any dispute, controversy or claim in connection with this Agreement.

If no agreeable settlement can be found, the dispute, controversy, or claim shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim, or dispute.

The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English.

Should the claim involve a State, a State-controlled entity, or an intergovernmental organisation, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

5. SERVICES

Save as otherwise directed in writing by the Company, the Subcontractor will provide the Services during the Term of this Agreement to the satisfaction of the Company and where any part of the Services is approved by the Client such work shall be deemed to be to the satisfaction of the Company.

The Subcontractor will:

- a. ensure its Personnel exercise the highest standard of Good Industry Practice;
- b. ensure its Personnel are of good fame and character;

- c. when necessary, obtain at its cost appropriate visas and work permits for its Personnel and ensure that correct visas and work permits are in place whenever its Personnel are in the Recipient Country or Countries;
- d. ensure its Personnel are adequately briefed and understand the environment and culture of the Recipient Country or Countries;
- e. notify the Company as soon as it becomes aware of any event, issue or circumstances which may adversely affect the performance of the Services;
- f. comply with and ensure its Personnel comply with the provisions of Annex C and any documents referred to in such Annex; and
- g. comply with and ensure its Personnel comply with all Legislative Requirements affecting the performance of the Services, including Data Protection Legislation and all Legislative Requirements, official protocols and procedures of the Recipient Country and the Subcontractor's country of registration.

The Subcontractor and its Personnel will at all times:

- a. keep accurate, systematic and up to date Records, including all invoices and other financial data and paperwork, relating to the performance of its obligations under this Agreement and in accordance with all requirements of the Head/Prime Contract;
- b. retain copies of all Records for the Records Retention Period after termination or expiration of this Agreement;
- c. allow all persons authorised in writing by the Company or the Client full access, at reasonable times, to premises occupied by the Subcontractor where the Services are being carried out, or where Records or Project Material are held or are available, and will permit such persons to inspect, audit, take extracts from and copy any information, or Project Material or Records, relating to the Services or the Project or this Agreement generally; and
- d. provide all reasonable assistance requested by the Company or the Client for any administrative or statutory review or audit relating to this Agreement, the Goods and/or the Services.

The following additional provisions apply in connection with the Subcontractor's Personnel:

- a. The Subcontractor will ensure the persons in the Personnel List set out in Annex A perform the Services in accordance with the inputs set out in Annex A and the terms and conditions of this Agreement. The Subcontractor will not vary the Personnel List or replace anyone on the Personnel List without the Company's prior written approval which will not to be unreasonably withheld;
- b. All Personnel will be vetted in accordance with Good Industry Practice and the requirements of the Business Partner Code of Conduct;
- c. If a person in the Personnel List is unable for whatever reason to complete his/her engagement with the Subcontractor or terminates his/her engagement with the Subcontractor, the Subcontractor will as soon as possible replace that person at its own cost with a person of at least equivalent experience, ability and expertise approved in writing by the Company whose approval will not to be unreasonably withheld and, if required by the terms of the Head/Prime Contract, also approved in writing by the Client;
- d. The Company, whether pursuant to a direction by the Client or in its own discretion, may direct the Subcontractor, at the Subcontractor's cost, to remove any person from the Project or from performing the Services. The Subcontractor accepts that the Company may not be in a position to provide reasons for this direction, and the Client and the Company will not be liable for any claim or costs in connection with the removal;
- e. The Subcontractor, by engaging Personnel to perform part(s) of the Services, will not be relieved from any of its liabilities or obligations under this Agreement and will remain responsible for all Personnel and all work which is performed by them; and
- f. The Subcontractor and its Personnel will not represent themselves as either the Client or the Company.

If unsatisfied with the quality or any other aspect of any part of the Services or any Project Material, the Company may, at its sole discretion, amend or reject any such part of the Services or Project Material, or request amendment by the Subcontractor and it will give the reasons for such rejection or request for

amendment. If required to do so by Company, the Subcontractor will correct or amend such part of the Services or the Project Material, at its own cost, within the time period that is specified by the Company in writing which will be a reasonable time period under the circumstances.

Where the Subcontractor fails to meet any deadline or milestone for any aspect of the Services, whether due to the rejection of or request for amendment to any part of the Services or Project Material by the Company, or for any other reason save where the Company determines that a Force Majeure Event has occurred, save for where the Cover Sheet to this Agreement states otherwise, the Subcontractor will be liable to pay a penalty to the Company as compensation for the delay.

Where the Company requires the Subcontractor to pay damages, the amount will be a daily rate calculated on the basis of the percentage set out in the Cover Sheet to this Agreement applied to that part of the Total Agreement Sum that relates to the Services in question. The damages will be payable beginning after the day the Services were due up until the Services in question are performed in full in accordance with the terms of this Agreement.

All contact, communication, and dealings with the Client and its representatives in relation to the Project will be through the Company and not directly through the Subcontractor or any of its Personnel unless the Company agrees otherwise with the Subcontractor in writing.

6. HEAD/PRIME CONTRACT

The Subcontractor acknowledges that the Head/Prime Contract requires that this Agreement adequately protects the interests of the Client and ensures compliance with the Client's policies and other requirements.

The Subcontractor accepts, and will follow, and comply fully with, and will assist the Company in complying fully with all the Client Terms and Conditions (Annex F) in relation to itself and the Services or any work undertaken or actions taken pursuant to this Agreement and insofar as such terms and conditions are applicable to the Subcontractor and the Services and in addition to the other terms of this Agreement.

Where the Client Terms and Conditions are amended or updated at any time, the amended or updated version will apply to this Agreement provided the Company has informed the Subcontractor of the amendment or updating.

The Subcontractor will ensure that all its employees, contractors, subcontractors, and Personnel generally are bound by and comply with the terms of this clause.

The Subcontractor acknowledges the right of the Client to:

- a. enforce any of the obligations of the Subcontractor under this Agreement against the Subcontractor directly or indirectly;
- b. exercise all rights of the Client in the Head/Prime Contract in relation to this Agreement; and
- c. exercise all the rights of the Company set out in this Agreement.

7. WARRANTIES AND REPRESENTATIONS

The Subcontractor warrants, represents and undertakes for the duration of the Term that:

- a. it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Subcontractor's obligations under this Agreement;
- b. at the Effective Date no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement and that it will use its best endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Agreement;
- c. it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement;
- d. its Personnel have the necessary experience, skill, knowledge, qualifications, expertise and competence to perform the Services;
- e. it has and will continue to have all necessary rights in, and to, the Subcontractor's software or the third party software or any other materials required to perform the Subcontractor's obligations under this Agreement;
- f. all statements and representations made to the Company by the Subcontractor prior to, or in, this Agreement are to the best of its knowledge, information and belief true and accurate and that it will

- advise the Company of any fact, matter or circumstance of which it may become aware which might render any such statement or representation false or misleading;
- g. the Subcontractor will immediately notify the Company if at any time it becomes aware that a warranty or representation given by it under this Agreement has been breached, is untrue or is misleading; and
 - h. where this Agreement is terminated prior to the completion of the Services (for whatever reason) the Subcontractor will supply all necessary information and explanation required by the Company in relation to the Services provided and any software used by the Subcontractor to enable the Company to use and complete the Services.

8. POLICIES AND PROCEDURES

The Subcontractor confirms that it has been made aware of, has read and understood and will comply with in full all the policies and procedures listed or referred to in Annex E.

Where the Subcontractor is notified of any changes in such policies and procedures it will ensure that its Personnel are duly updated.

The Subcontractor will also comply with and follow any Standard Operating Procedures and Guidelines, Procedural Manuals, Safety and Security Plans, or any other policies and procedures for the Project when required to do so by the Company.

The Subcontractor will immediately inform the Company if the Subcontractor becomes aware of any information indicating that any action in breach of the terms of this clause has been committed or may possibly be committed.

The Subcontractor will include the terms and requirements of Annex E in all subcontracts or other contracts the Subcontractor makes in connection with this engagement to ensure that all individuals and other entities contracted by the Subcontractor comply with the terms of this clause.

The Company will be entitled to require the Subcontractor to provide reasonable evidence that it is complying with the obligations in this clause.

9. PAYMENT

In consideration of the Subcontractor providing the Services, the Company will pay the Subcontractor in accordance with the payment details set out in Annex B.

10. PROJECT MATERIAL

The Subcontractor will:

- a. ensure the safekeeping and maintenance of the Project Material including being responsible for preserving its integrity and preventing its corruption or loss;
- b. not delete or remove any proprietary notices contained within or relating to Project Material;
- c. not store, copy, disclose, or use Project Material except as necessary for the performance by the Subcontractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Company;
- d. use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete malicious software from its ICT environment;
- e. notwithstanding the above, if malicious software is found, cooperate with the Company to reduce the effect of the malicious software and, particularly if malicious software causes loss of operational efficiency or loss or corruption of Project Material, assist to mitigate any losses and to restore the Services to their desired operating efficiency. Any costs arising out of the actions of the Parties taken in compliance with the provisions of this clause will be borne by the Subcontractor except where the source of the malicious software is shown to be the Company;
- f. perform secure back-ups of all Project Material and will ensure that up-to-date back-ups are stored at a secondary location, in accordance with any requirements of the Head/Prime Contract, and also in accordance with any other similar rules or procedures of the Company confirmed in writing to the Subcontractor. The Subcontractor will ensure that such back-ups are available to the Company at all times, upon request;

- g. ensure that the system on which the Subcontractor holds any Project Material, including back-up data, is a secure system that complies with the requirements of the Prime/Head Contract and any other similar rules or procedures of the Company confirmed in writing to the Subcontractor;
- h. where Project Material is corrupted, lost, or sufficiently degraded so as to be unusable when under the control of the Subcontractor, and on written request from the Company:
 - i. at the Subcontractor's expense, restore or procure the restoration of the Project Material as soon as practicable but not later than seven (7) days following the written request from the Company; and/or
 - ii. reimburse the Company for all reasonable expenses incurred by the Company in restoring or procuring the restoration of the Project Material.
- i. if at any time the Subcontractor suspects or has reason to believe that Project Material has or may become corrupted, lost or degraded in any way, notify the Company immediately and inform the Company of the remedial action the Subcontractor proposes to take; and
- j. at the expiration or termination of this Agreement, deliver to the Company or as directed by the Company, all Project Material and other property of the Company and the Client, which is in the Subcontractor's possession or control.

11. INTELLECTUAL PROPERTY

Any Pre-existing Intellectual Property is the property of the Subcontractor.

In the event the Subcontractor includes any Pre-existing Intellectual Property in any Project Material the Subcontractor will clearly identify such Pre-existing Intellectual Property to the Company and the Subcontractor provides the Company and the Client with a perpetual, non-exclusive, worldwide, royalty-free, transferrable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate the Pre-existing Intellectual Property for the purpose of conducting or completing the Project, any extension or later phase of the Project, or any related programme.

Subject to the above, all Project Material whether or not patentable or subject to copyright, which may be made, written, conceived, or otherwise provided by the Subcontractor or its Personnel in performing the Services, either alone or in conjunction with others, in whole or in part, is work made for hire and is the sole and exclusive property of the Company or the Client if so directed by the Company. The Subcontractor agrees, upon the Company's request and at the Company's expense, to provide reasonable cooperation and assistance in the prosecution, defence and maintenance of any Intellectual Property Rights (IPR) relating to any such Project Material. Unless and until covered by Letters of Patent or otherwise disclosed to the public by the Company, the Subcontractor will treat all Project Material as Confidential Information. Upon the completion or termination of the Services, the Subcontractor will promptly turn over to the Company all Project Material developed in the course of providing the Services.

The Subcontractor undertakes to complete and sign all documentation and do all things necessary to evidence ownership and copyright.

The Subcontractor may not publish, exhibit, or lecture on matters directly relating to the Services unless the Subcontractor first obtains the Company's prior written consent, which will not be unreasonably withheld. The Company and/or the Client specifically reserves the right to use for any purpose, to reproduce, use, and disseminate all or part of any paper written utilising data generated from this Agreement or the Services and any such written paper will be treated as an Project Material.

The Subcontractor will ensure that no part of any Project Material will contain Third Party Material without first obtaining the written permission of the IPR owner to use such data or material and any such data or material will clearly be identified to the Company by the Subcontractor prior to or at the time of delivery to the Company.

12. PROMOTION AND PUBLICITY

The Subcontractor will not, without prior written approval of the Company, make or issue any Promotional Material except to the extent required by law. Prior approval will not be unreasonably withheld.

The Subcontractor will submit the request for approval of Promotional Material at least 30 days prior to the intended publication or promotion. If the Company determines that any amendments are necessary to the Promotional Material, the Subcontractor will make these amendments and submit amended Promotional Material to the Company for approval.

The Subcontractor must ensure that all Promotional Material is accurate and not misleading in any way and complies with all requirements of the Head/Prime Contract.

13. CONFIDENTIALITY

The Parties acknowledge that during the Term of this Agreement the Parties and their Personnel may become acquainted with or have access to Confidential Information and they agree to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to, or use by, any other person, firm, or company. The Parties will ensure compliance with this obligation by their respective Personnel.

The Parties will not disclose or use any Confidential Information except to the extent that such disclosure or use:

- a. is strictly necessary for the performance of the Services;
- b. is required by Legislative Requirements or is reasonably required for legal proceedings;
- c. is authorised by prior written approval from the Party who owns the Confidential Information; or
- d. already is or comes into the public domain otherwise than through a Party's unauthorised disclosure or that of any of its Personnel.

The Parties and their Personnel will not use any Confidential Information received otherwise than for the purposes of this Agreement.

The Parties will only disclose Confidential Information to Personnel who are directly involved in the provision of the Services and who need to know the information and the Parties will ensure that such Personnel are aware of, and will comply with, these obligations and will sign any required confidentiality undertakings provided by the Company, the Subcontractor, and/or the Client on request.

If a Party is required to disclose Confidential Information due to Legislative Requirements or legal proceedings, it will provide reasonable notice of such disclosure to the other Party.

The Parties agree that this obligation applies during the Term and after termination of the Agreement.

14. DATA PROTECTION

The Parties agree to take all reasonable steps to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Agreement.

The Parties will:

- a. observe the privacy principles in any Data Protection Legislation in the Recipient Country and also the countries of their respective registrations;
- b. not disclose, use or hold any Personal Data in breach of any Data Protection Legislation; and
- c. indemnify each other and the Client for any Loss due to any breach of any Data Protection Legislation.

The Parties consent to the holding, processing, and accessing of Personal Data by either Party relating to either Party or its Personnel for all purposes relating to the performance of this Agreement including, but not limited to, transferring such Personal Data to any country or territory.

15. NO EMPLOYMENT OR AGENCY

Nothing contained in this Agreement will be construed or have effect as constituting any relationship of employer and employee between the Company and the Subcontractor.

Nothing in this Agreement will constitute the Subcontractor as acting as an agent of the Company. The Subcontractor will not have any right or power whatsoever to contract on behalf of the Company or bind the Company in any way in relation to third parties unless specifically authorised to do so by the Company and the Subcontractor will not hold itself out as having any such authority.

Nothing contained in this Agreement will constitute a partnership or joint venture between the Company and the Subcontractor.

16. INDEMNITY, DUTY OF CARE, AND INSURANCE

The Subcontractor will indemnify and keep indemnified the Company, and the officers, employees, and agents of the Company, from and against any loss, damages, expenses or costs, including costs of any

settlement, arising from any Claim or any Loss suffered or incurred, including personal injury, death, legal costs and expenses, and the cost of time and resources arising from or as a consequence of:

- a) a breach of the terms of this Agreement;
- b) any third party claims relating to this Agreement;
- c) any negligence by the Subcontractor or its Personnel in connection with the Services and/or this Agreement;
- d) a breach of warranty or representation, statutory duty, and/or tortious or illegal acts or omissions by the Subcontractor or its Personnel;
- e) a claim made against the Company by any Subcontractor's Personnel in respect of any breach of the terms of this Agreement or any Legislative Requirements concerning remuneration, income tax, worker's compensation, annual leave, long service leave, pension or superannuation or any award, determination or agreement of a competent industrial tribunal; or
- f) any penalty imposed for breach of any Legislative Requirement in connection with the provision of the Services by the Subcontractor.

The Subcontractor has responsibility for and indemnifies the Company in respect of any tax, employee pension, and/or social security payments or similar payments whether payable in the Recipient Country or elsewhere relating to its Personnel together with any interest or penalties, costs or expenses incurred or arising out of or in connection with any such payments.

The obligations of the parties in relation to Duty of Care and Insurance are set out in Annex C.

17. TERMINATION

Termination for breach or Insolvency Event

The Company may, without prejudice to any other rights which the Company may have, terminate the whole or part of this Agreement by written notice to the Subcontractor, to be effective from the date specified in the notice, if:

- a) an Insolvency Event occurs in relation to the Subcontractor;
- b) the Company is dissatisfied with the Services provided; in the case of termination due to dissatisfaction with the Services, notice will be given including the reasons for dissatisfaction and such notice will state the actions required by the Subcontractor to remedy any dissatisfaction with the Services and the time in which it must be completed or the Agreement will be terminated; where such dissatisfaction is not subsequently remedied within the time period specified, the Company shall be entitled to confirm termination of this Agreement by written notice to the Subcontractor;
- c) other than as set out in subclause b) above, the Subcontractor breaches a provision of this Agreement and, if the breach is capable of being remedied, does not remedy such breach within five working days from the date of written notice by the Company to the Subcontractor requiring the breach to be remedied;
- d) the Subcontractor or its Personnel behave in a way that is fundamentally inconsistent with the conduct of a technical professional including serious misconduct, or conduct in private life that is likely to bring the Company into disrepute;
- e) the Subcontractor or any of its Personnel is convicted of a criminal offence; or
- f) the Subcontractor provides to the Company a clear indication that it will not or is unable to perform its duties under this Agreement.

Upon such termination for breach, the Company will:

- a) pay any outstanding invoices that relate to Services provided they are not in dispute with the Subcontractor. The Company will also pay for any work done properly but not invoiced at the time the Company provides notice of termination on a pro rata basis but only where such payment is permitted pursuant to the terms of the Head/Prime Contract (this will not apply where a Subcontractor milestone is not achieved or a deliverable has not been submitted or is not satisfactory). The Company is not required to pay to the Subcontractor any money which is the subject of an invoice relating to Services provided which are in dispute whether such invoice is delivered before or after the notice of termination; and
- b) be entitled to recover from the Subcontractor any Loss incurred by it as a result of the termination including all or a fair proportion, calculated on the basis of satisfactory delivery of Services, of any

payment made to the Subcontractor in advance of delivery of the Services to which that payment relates.

Termination or suspension other than for breach or Insolvency Event

- a) The Company may terminate or suspend the whole or part of this Agreement where a direction is made by the Client, the Head/Prime Contract is terminated or suspended, or otherwise at its sole discretion.
- b) Termination or suspension made pursuant to this clause must be made by notice in writing to the Subcontractor and will be effective from the date specified in the notice.
- c) The lifting of any suspension of this Agreement will only take place if the Client confirms its agreement to the lifting of the suspension or if the Company considers that the reasons for the suspension no longer exist or have been dealt with satisfactorily by the Subcontractor. In any such case the Company will confirm the lifting of the suspension to the Subcontractor in writing.

Upon such termination or suspension other than for breach or Insolvency Event:

- a) The Subcontractor will be entitled to payment for all work in respect of the terminated or suspended Services completed satisfactorily before the effective date of termination or suspension including Services which have not been invoiced;
- b) in respect of the terminated or suspended Services commenced before but not completed by the effective date of termination or suspension, payment for the work already performed on a pro rata basis but only where such payment is permitted pursuant to the terms of the Head/Prime Contract (this will not apply where a Subcontractor milestone is not achieved or a deliverable has not been submitted or is not satisfactory); and
- c) The Company will be entitled to recover from the Subcontractor any payment made to the Subcontractor in advance of delivery of the Services where those Services are not delivered due to termination pursuant to this Agreement.

Obligations on termination for whatever reason:

On termination of this Agreement or at any time at the request of the Company the Subcontractor will:

- a) immediately deliver to the Company, without making copies in any form, all Project Material, on whatever media and wherever located, and also any keys and other property of the Company which are in the possession of or under the control of the Subcontractor;
- b) leave the Project and any Project offices as directed by the Company;
- c) irretrievably delete any information relating to the business of the Company or the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in the possession of or under the control of the Subcontractor;
- d) provide a signed statement that it has complied with fully with its obligations under this clause;
- e) supply all necessary information and explanation required by the Company in relation to the Services provided and any software used by the Subcontractor to enable the Company to use and complete the Services; and
- f) ensure that any Personnel of the Subcontractor comply with the terms of this clause.

18. FORCE MAJEURE

Neither party will be considered in breach of this Agreement to the extent that performance of their obligations is prevented by a Force Majeure Event. Upon occurrence of an event considered by the Subcontractor to constitute a Force Majeure Event, it will immediately notify the Company in writing and recommend options to overcome the effects of the event.

Upon receipt of the notice, the Company will make a determination, at its sole discretion, as to whether the event or circumstance constitutes a Force Majeure Event and will promptly notify the Subcontractor of its determination in writing. Despite any determination by the Company, the Subcontractor will endeavour to overcome the Force Majeure Event and continue to perform its obligations under this Agreement as far as reasonably practicable, subject to the other terms of this clause.

If the Company determines that a Force Majeure Event has occurred the Company may suspend or terminate the whole or part of this Agreement by written notice to the Subcontractor. Where this Agreement is suspended pursuant to this clause, the Parties will work together to agree any steps to be taken and an appropriate timetable to enable continued provision of the Services affected by the Force Majeure Event.

Nothing in this clause shall oblige the Company to determine that a Force Majeure Event has occurred if the Client is not also willing to determine that a Force Majeure Event has occurred pursuant to the Head/Prime Contract.

The Company shall be entitled to give notice to the Subcontractor that a Force Majeure Event has occurred without receiving notice from the Subcontractor and in such case the terms of this clause shall apply.

Where this Agreement is terminated or suspended pursuant to this clause, the Subcontractor will be entitled to payment in accordance with the terms outlined in this Agreement and the terms of clause 17 (Termination) shall apply.

19. NON-SOLICITATION

During the term of this Agreement and for 12 months following expiration or termination, neither Party will, without the consent of the other Party, solicit or otherwise attempt to persuade any Personnel of the other Party to cease working for the other Party.

Annex A – Details of Representatives and Description of Goods and/or Services

Part 1: Details of Representatives (as many as needed)

COMPANY CONTACT DETAILS	
CONTACT 1	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 2	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 3	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
SUBCONTRACTOR CONTACT DETAILS	
CONTACT 1	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 2	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 3	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

Part 2 – Description of Goods and/or Services

Description

<< ENTER DESCRIPTION HERE – Be sure to include a detailed description of the services being provided including quantity, delivery dates, what the Subcontractor agrees to provide and what the Company agrees to provide including any resources/access to any locations, physical items that may also be provided (eg – training materials, spare parts, maintenance equipment, etc.), booking or paying for venue, accommodation, meals, printing costs, travel costs, etc. >>

Responsibilities of the Subcontractor

Click here to enter text.

Subcontractor Deliverables/Outputs/Milestones

Click here to enter text.

Subcontractor Personnel List

Name	Role/Position/Input	Total Amount of Input in-Country in days (if applicable)	Daily Rate (if applicable)
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Responsibilities of the Company

<<Insert 'None' if there are no specific responsibilities for the Company in terms of the Services>>
--

Annex B – Payment

Part 1: Payment Terms

The total sum to be paid to the Subcontractor for the Services shall not exceed the Total Agreement Sum.

Dates for payment are as set out in Part 3: Rates.

All reimbursable expenses that are to be reimbursed must be pre-approved in writing by the Company. No costs that are not pre-approved in writing will be reimbursed. In addition, for reimbursement, a valid expense claim must be provided accompanied by full supporting documentation.

Payment will be made in accordance with this Agreement.

Amounts are in the Agreement Currency as indicated on the Cover Sheet. The Subcontractor will be entirely responsible for all risks arising out of currency fluctuations associated with this Agreement.

Payments to the Subcontractor's Personnel for salary, allowances, bonuses, taxes, insurances, superannuation, non-working days and all other overheads and expenses of whatsoever nature that may be incurred including, but without limitation, payment for vaccinations and malaria tablets and similar, except those otherwise specifically provided for in this Agreement, are the sole responsibility of the Subcontractor.

Unless otherwise specified by the Company in writing, timesheets will be submitted in accordance with Project procedures for each of the Subcontractor's Personnel. Additional details will be provided in the Operations Manual for the Project.

The Subcontractor will not be entitled to payment of an invoice unless and until:

- a) The deliverable items for which payment is claimed have been achieved or completed in accordance with the terms of this Agreement and also to the satisfaction of the Company and the Client; and
- b) All Project Material (and timesheets, if applicable) for that part of the Services for which payment is claimed has been submitted to and approved by the Company.

Any payment by the Company is payment on account only and not evidence of the Subcontractor's compliance with this Agreement, an admission of liability, or acceptance by the Company of the Services.

If the conditions for payment are met and all terms of this Agreement are complied with, the Company will make payment within 30 days of receipt of a valid and correct invoice.

The Subcontractor consents to the Company deducting from moneys otherwise due to the Subcontractor any overpayment previously made, any moneys due from the Subcontractor and any claim to money which the Company may have against the Subcontractor, whether for damages or otherwise.

Where it is found that any overpayment has been made to the Subcontractor the Company may also require reimbursement of such overpayment within 21 days of written demand.

The Subcontractor must provide the Company with the details of a bank account that accepts deposits in the Agreement Currency. Where the Agreement Currency and the Subcontractor's account currency differ, the exchange rate will be that of the date of the transfer.

Part 2: Invoices and Taxes

Unless otherwise provided in this Agreement, all taxes, duties, and charges imposed or levied in connection with the performance of this Agreement will be borne by the Subcontractor.

Payment of any invoice by the Company is subject to the Subcontractor providing a valid and correct invoice to the Company. A valid invoice will be in writing, contain the details of the services provided including unit, unit rate, taxes, and any other information to be able to describe the services and charges in sufficient detail.

The amount of any VAT (or Sales Tax or similar) payable by the Company under this Agreement will be shown as a separate item on the invoice, together with the method of calculation.

The Subcontractor acknowledges that the Company will withhold any taxes which it is required by Legislative Requirements to withhold.

The Subcontractor acknowledges that it has not received any taxation advice from the Company and understands that all its taxation obligations remain the responsibility of the Subcontractor.

The Company may require the Subcontractor to provide additional information to assist the Company to determine whether an amount is payable. The payment term will be 30 days after the Subcontractor has provided the additional information to the Company's satisfaction.

Invoices shall be submitted to:

Click here to enter text.

Part 3: Rates

For daily rate or time and consumables contracts

ITEM	TERMS		
Payment Dates	Payment will be made on a monthly basis for each input, at the end of the month.		
Total Input and Daily Rate for Subcontractor Personnel	Name Click here to enter text.	Rate Click here to enter text.	Max. No. of days Click here to enter text.
Input Term	The Company is not obliged to pay the maximum number of days if they are not worked for whatever reason.		
Per Diems/Subsistence (Note: Per Diems do not require production of receipts. Claims for subsistence payments do require production of receipts.)	<input type="checkbox"/> Per Diem payable <input type="checkbox"/> Per Diem not payable Per Diem Rate: Per diems will be provided at prevailing DFAT rates which will be advised by the Operations Manager for the Project. <input type="checkbox"/> Subsistence payable <input type="checkbox"/> Subsistence not payable Detailed rules and requirements for claiming Per Diems/Subsistence are contained in the Operations Manual for the Project (which will be made available to the Subcontractor).		
Travel and other Project related costs and expenses	Subject to the Subcontractor complying with all Project rules and procedures relating to such costs and expenses, the following costs and expenses are fully paid for by the Company <input type="checkbox"/> and are included in the Total Agreement Sum: <input type="checkbox"/> and are in addition to the Total Agreement Sum: <input type="checkbox"/> International Air Travel <input type="checkbox"/> Domestic Air Travel <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Other		
Rules and procedures for recovery of costs and expenses	The rules and procedures for recovery of costs and expenses are set out in the Operations Manual for the Project. All travel and accommodation is to be booked and paid through the Company (unless otherwise agreed in writing). Save as set out in the Operations Manual, all costs and expenses must be approved in advance in writing by the Company.		

For milestone based contracts

ITEM	TERMS
Payment Terms	Payment will be made on completion of the milestones listed below in accordance with the terms of this Agreement.
Payment Date	Milestone
<<Details of Milestones>>	<<Details of Milestones>>
<<Details of Milestones>>	<<Details of Milestones>>
<<Details of Milestones>>	<<Details of Milestones>>
<<Details of Milestones>>	<<Details of Milestones>>
Per Diems/Subsistence (Note: Per Diems do not require production of receipts. Claims for subsistence payments do require production of receipts.)	<input type="checkbox"/> Per Diem payable <input type="checkbox"/> Per Diem not payable Per Diem Rate: Per diems will be provided at prevailing DFAT rates which will be advised by the Operations Manager for the Project. <input type="checkbox"/> Subsistence payable <input type="checkbox"/> Subsistence not payable Detailed rules and requirements for claiming Per Diems/Subsistence are contained in the Operations Manual for the Project (which will be made available to the Subcontractor).
Travel and other Project related costs and expenses	Subject to the Subcontractor complying with all Project rules and procedures relating to such costs and expenses, the following costs and expenses are fully paid for by the Company <input type="checkbox"/> and are included in the Total Agreement Sum: <input type="checkbox"/> and are in addition to the Total Agreement Sum: <ul style="list-style-type: none"> <input type="checkbox"/> International Air Travel <input type="checkbox"/> Domestic Air Travel <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Other
Rules and procedures for recovery of costs and expenses	The rules and procedures for recovery of costs and expenses are set out in the Operations Manual for the Project. All travel and accommodation is to be booked and paid through the Company (unless otherwise agreed in writing). Save as set out in the Operations Manual, all costs and expenses must be approved in advance in writing by the Company.

Annex C – Specific Terms and Conditions

Part 1: Insurance Requirements

ITEM	REQUIREMENT
Public Liability Insurance	<p>The Subcontractor will take out before the Effective Date and maintain throughout the Term of this Agreement a Public Liability Insurance Policy and have the interest of the Company noted on the policy. The Policy must cover:</p> <ol style="list-style-type: none">1. an amount in respect of any one claim or series of claims arising from the one original cause of not less than 5 million AUD; and2. the Subcontractor, in respect of liability to the Company and third parties, if any, and cover the Company against liability to third parties in respect of any claim for loss of or damage to property or death or injury to any person arising out of or as a consequence of any act or omission of the Subcontractor.
Professional Indemnity Insurance	<ol style="list-style-type: none">1. The Subcontractor will take out a professional indemnity policy before the Effective Date and maintain that policy for the Term of this Agreement and for a further period of six years thereafter.2. The policy will have a total aggregate cover of not less than the Professional Indemnity Insurance Amount as indicated on the Cover Sheet.3. The policy will include provisions for one automatic reinstatement of the sum insured and for loss of documents.4. The Company may accept being noted on the Subcontractor's existing and valid Professional Indemnity insurance policy.5. The Company may request evidence of the maintenance of the professional indemnity insurance at any time during the Term and also during the six years after the Term of this Agreement and the Subcontractor will provide such evidence within seven days of the request.
Insurance of Workers	<ol style="list-style-type: none">1. The Subcontractor will take out before the Effective Date adequate insurance to fully cover it against any amount it may become liable to pay for death or injury to persons employed by the Subcontractor, including liability by statute and at common law and will maintain that policy for the Term of this Agreement.2. The Subcontractor will take out adequate medical and dental insurance for its Personnel who are engaged to operate outside their country of permanent residence.3. The Subcontractor will take out adequate insurance for emergency and medical evacuation for all its Personnel engaged to operate outside their country of permanent residence.4. The policy will, where permitted by Legislative Requirements, be extended to indemnify the Company for any statutory liability on the part of the Company for persons employed by the Subcontractor.
Country requirements	<p>The Subcontractor will comply at all times with the Legislative Requirements of the Country in which it is incorporated relating to insurance at all times. Where the Legislative Requirements of such Country require certain insurances to be taken out for any of the Subcontractor's Personnel working in a different Country or where there are Legislative Requirements of the Recipient Country, it will be the Subcontractor's responsibility to take out such insurances and comply with all such Legislative Requirements in respect to all its Personnel on this Project. The onus is on the Subcontractor to make itself aware of the requirements of such insurance and all such Legislative Requirements.</p>
Evidence of Insurance	<p>The Company may request evidence of any insurance policy at any time during the Term of this Agreement and the Subcontractor will provide such evidence within seven days of the request.</p> <p>Failure by the Subcontractor to maintain all necessary insurances, will entitle the Company to terminate this Agreement immediately in accordance with clause 17.</p>

In the event of an insurance claim any deductible/excess payable in respect of the above insurance policies shall be the responsibility of the Subcontractor.

Part 2: Special Conditions

- a) The Subcontractor represents and warrants that neither it nor any of its Personnel is engaged in any practice inconsistent with the rights set forth in the Convention of the Rights of the Child which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.
- b) The Subcontractor further warrants that neither it, nor any of its Personnel is engaged in the sale or manufacture of antipersonnel mines or of components used in the manufacture of such mines.
- c) The Subcontractor further warrants that neither it, nor any of its Personnel is engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the Goods and/or Services being provided to the Company under this Agreement.
- d) The Subcontractor further warrants that neither it, nor any of its Personnel is involved in the transportation or provision of services of human beings for purposes deemed illegal in either the country of origin, sale or delivery of the Goods and/or Services being provided under this Agreement.
- e) The Subcontractor further warrants that neither it, nor any of its Personnel is engaged either directly or indirectly in terrorism, or in the finance or support to terrorists.
- f) The Subcontractor will undertake its best effort to ensure that payments provided by the Company under the Agreement do not provide direct or indirect support or resources to entities and individuals as may be proscribed under the relevant international and national counter-terrorism legislation and regulations, and are not diverted to support drug trafficking.
- g) The Subcontractor warrants to pay all taxes, duties and charges imposed or levied in the country of which the Subcontractor is registered and/or in the country in which it is operating, and all taxes, entitlements, other statutory charges and/or any other amount payable to its Personnel in the relevant jurisdiction.
- h) The Subcontractor warrants that neither it, nor any of its Personnel, is engaged in anti-discriminative behaviours on basis of gender, religion and/or ethnicity.
- i) The Subcontractor warrants that it will engage in environmentally sustainable development, promoting conservation and sustainable use of natural resources, conservation of biodiversity and heritage sites, and disaster risk reduction planning, ensuring it is compliant with environmental protection legislation.
- j) The Subcontractor further warrants that it, and its Personnel, will adhere to workplace health and safety legislative requirements and in doing so, will focus on actions to prevent harm or ensure reasonable care of representatives.
- k) The Subcontractor warrants to promote gender equity and inclusive development ensuring that persons with disabilities, and other disadvantaged or vulnerable groups, are considered in the workplace and in delivering the Services.
- l) The Subcontractor warrants that neither it, nor its Personnel, is engaged in any political activity in the Recipient Country that may negatively impact on this Agreement.
- m) The Subcontractor warrants that neither it nor its Personnel engage in or support trafficking activities, procuring of commercial sex acts or using forced labour; is aware of regulatory prohibitions in the jurisdictions they are engaged; and agrees to develop project specific Trafficking in Persons (TIP) Compliance Plans where government regulations mandate.
- n) The Subcontractor shall ensure that its Personnel are expressly bound by and respect the provisions of this Part 2 of Annex C.
- o) Any breach of this Annex shall entitle the Company to terminate this Agreement and suspend payments that may be due, without liability for termination charges or any other liability of any kind

for the Company.

Part 3: Anticorruption

- a) The Subcontractor hereby represents, warrants, and certifies that:

In carrying out its responsibilities under this Agreement, the Subcontractor and its directors, officers, employees, representatives, or other third parties acting on its behalf, have not and shall not pay, offer or promise to pay, or authorise the payment, directly or indirectly through any other person or entity, of any monies or anything of value to:

- i. Any person or firm employed by, or acting for or on behalf of, any customer or potential customer, whether private or governmental, for the purposes of inducing or rewarding favourable action by the customer or potential customer in any commercial transaction;
 - ii. Any person or firm employed by, or acting for or on behalf of, any governmental entity (including state-owned or controlled entities or public international organisations) for the purposes of inducing or rewarding any action, or the withholding of any action, by such entity in any governmental matter; and
 - iii. Any governmental official or employee (including employees of state-owned or controlled entities or public international organisations), political party or official of such party, or any candidate for political office, for the purposes of inducing or rewarding favourable action (or the withholding of action) or the exercise of influence by such official, party, or candidate in any commercial transaction or in any governmental matter.
- b) The Subcontractor shall conduct all activities related to this Agreement in a fair, honest, and transparent manner.
- c) The Subcontractor represents, warrants, and certifies that the Subcontractor has read and understands the Company provided Business Partner Code of Conduct. The Subcontractor agrees to be bound by the Business Partner Code of Conduct and to operate in a manner fully consistent with the letter and spirit of the Business Partner Code of Conduct. The Subcontractor agrees to inform its Personnel involved in activities related to this Agreement of the requirements of the Business Partner Code of Conduct.
- d) The Subcontractor represents, warrants, and certifies that the Subcontractor has adopted a policy to prevent corruption ("anticorruption policy") in the conduct of business and enforces this policy. The Subcontractor further represents, warrants, and certifies that the Subcontractor has informed its Personnel, suppliers, and other individuals or entities with whom the Subcontractor does business, of its anticorruption policy. The Company may request evidence of the anticorruption policy at any time during the Term of this Agreement and the Subcontractor will provide such evidence within seven days of the request.
- e) The Subcontractor shall immediately inform the Company if the Subcontractor becomes aware of any information indicating that any action in breach of this Part 3 has been committed or has been requested or otherwise suggested by any person, including a Public Official or private individual, in connection with this Agreement.
- f) Unless otherwise disclosed in writing to the Company, the Subcontractor represents, warrants, and certifies that neither the Subcontractor, individuals employed by the Subcontractor, nor their immediate family members, are Public Officials. The Subcontractor shall immediately notify the Company in advance if any of the above become a Public Official.
- g) The Subcontractor shall include these, or substantially similar, anticorruption provisions in all subcontracts or other agreements the Subcontractor makes in connection with this Agreement.

Part 4: Duty of Care

- a) All Subcontractor Personnel or contractors engaged pursuant to this Agreement will come under the duty of care of the Subcontractor.

- b) The Subcontractor will be responsible for all security arrangements and the Company accepts no responsibility for the health, safety and security of individuals or property whilst performing under this Agreement.
- c) The Subcontractor will take out and maintain throughout the Term of this Agreement insurance cover as required by Annex C, Part 1.
- d) The Subcontractor will proactively manage risks associated with performing the Services and shall provide evidence of such management of risk to the Company on reasonable request.
- e) The Subcontractor and its Personnel will also comply with and follow any Standard Operating Procedures for the Company where specifically requested to do so by the Company.

Annex D: Definitions

The words used in this Agreement will be defined as presented in this Annex. If any word in this Annex is defined specifically within the body of this Agreement, the definition within the Agreement will be controlling.

The following terms or expressions used in this contract have the stated meanings:

“Agreement” means this document (including the Cover Sheet, Terms and Conditions, all Annexes and all attachments to this document) as may be amended or supplemented by the Parties from time to time in writing;

“Business Day” means a day that is not an accepted non-work day, public holiday, special holiday, or bank holiday or otherwise in the jurisdiction in which this Agreement is to be fulfilled;

“Business Partner Code of Conduct” means the document listed in Annex E entitled “Business Partner Code of Conduct”.

“Claim” means any claim, action, proceeding, demand, prosecution, judgement, damage, loss, cost, expense, fine, penalty or liability whatever incurred or suffered by or brought or made or recovered against a person or any company or other form of entity and however arising (whether presently ascertained, future or contingent);

“Confidential Information” means company proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business information, research, marketing, technical, financial information, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and any other information relating to its personnel, clients, customers, affiliates, or agents disclosed to one Party or its personnel by the other Party either directly or indirectly;

“Data Protection Legislation” means all applicable laws relating to the processing of Personal Data and privacy;

“Day” means calendar day of 24-hours computed without regard for non-work days, holidays, or other exceptions;

“Deliver” means hand over to, at the place specified in the Agreement, and acceptance of the item, whether it be a Good, a Service, a Premises, or other deliverable, by the Subcontractor or Company at that place and delivery has a comparable meaning;

“Force majeure” means unforeseen events not within the control of either Party, including but not limited to, laws or regulations, strikes, lock-outs or industrial disturbances, acts of terrorism, wars, whether declared or not declared, blockades, embargoes, insurrection, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts;

“Good Industry Practice” means the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from an expert supplier of services similar to the Services, such supplier seeking to comply with its contractual obligations in full and complying with all applicable Legislative Requirements;

“Goods” means any item or tangible thing provided, or to be provided, to the Company by the Subcontractor (or any of the Subcontractor’s subcontractors) pursuant to or in connection with the Agreement including, but not limited to, the materials, plant, equipment or other supplies stated in the Agreement. Where the context requires, the term “Goods” also includes “Services” as ordered in this Agreement and any ancillary services in relation to supply of goods;

“Insolvency Event” means the Subcontractor:

- a. goes into liquidation;
- b. has a liquidator, receiver or official manager appointed to it;

- c. becomes bankrupt;
- d. enters into a scheme of arrangement with creditors;
- e. becomes unable to pay the Subcontractor's debts as they become due; or
- f. is insolvent or enters into or is subject to anything which has a similar purpose or effect to any of the above.

"Invoice" means an invoice that complies with all relevant laws in the country in which the Goods and/or Services are delivered;

"Intellectual Property" means rights including, but not limited to, patents, copyrights, and trademarks, with regard to Goods and/or Services and other materials which bear a direct relation to or are produced, prepared, or collected in consequence of or in the course of the execution of this Agreement;

"Legislative Requirements" means any applicable law, statute, bye-law, regulation, order, consent, permit, approval, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

"Loss" or "Losses" means any damage, liability, cost or expense including legal expenses;

"Material" includes property, equipment, information, data, photographs, documentation or other material in any form, including software, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights;

"Party" and/or "Parties" means either the Company or the Subcontractor or both collectively;

"Payment Milestone" means an identified deliverable for which the Subcontractor is entitled to receive a payment in accordance with this Agreement;

"Personal Data" means personal information as defined by the Legislative Requirements governing this Agreement including all Data Protection Legislation;

"Personnel" means the officers, employees, agents, advisers, contractors and subcontractors (including their respective personnel) of either party or the Client;

"Pre-existing Intellectual Property" means Material in existence prior to the date of this Agreement, developed by the Subcontractor or an associated entity, and utilised in conjunction with or for developing the Project Material;

"Project Material" means all Material including data, results, discoveries, inventions, improvements, reports, and other works of authorship, trade secrets, and any other work product or deliverables;

- a. brought into existence or supplied as part of or for the purpose of performing the Services; or
- b. copied or derived from the above Material;

"Promotional Material" means any public statement or advertisement whether in written, verbal or visual format (whether or not digital and/or web-based) relating to the Services and/or the Project.

"Record" means a document or anything constituting a piece of evidence about the past, or an account kept in writing or in some other permanent form (electronic or otherwise) that records information relevant to the Project, the Subcontractor's operations or the Company's operations;

"Regulatory Bodies" means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Subcontractor, the Company or the Client and "Regulatory Body" will be construed accordingly;



"Services" means any service provided, or to be provided, to the Company by the Subcontractor (or any of the Subcontractor's subcontractors) pursuant to or in connection with this Agreement including, but not

limited to, the Services expressly stated in this Agreement together with any services that are necessary to perform those Services and any Services associated with the supply of Goods; and

“Third Party Material” means any Material made available by the Subcontractor for the purposes of this Agreement in which a third party holds Intellectual Property Rights.

Annex E: Policies and Procedures

TO BE READ, ACKNOWLEDGED, AND COMPLIED WITH:

-  Business Partner Code of Conduct
-  Child Protection Guidelines

All documents can be downloaded in full at <http://www.thepalladiumgroup.com/policies>

Annex F – Client Terms and Conditions (if applicable)

Part 1 – Standard Terms and Conditions

<<Insert Client Standard Terms and Conditions here or attach T&Cs from Head Contract and write “See Attached Terms and Conditions” here.>>

Part 2 – Special Conditions

<<INSERT CLIENT SPECIAL CONDITIONS / HEAD CONTRACT PROVISIONS HERE. IF NOT APPLICABLE TYPE “NOT APPLICABLE”>>

Tender Schedule E. Template Outline for Sector Study

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