



# REQUEST FOR TENDER (RfT)

Activity Name:  
Sanitation Greenhouse Gas  
(GHG) Emissions Research

Activity Number:  
W-2-11

Date Published: 21 December 2023

## Contact Information

KIAT Evaluation Committee  
Menara Standard Chartered, 20<sup>th</sup> Floor  
Jl Prof Dr Satrio No. 164, Jakarta Selatan  
Jakarta 12930, Indonesia  
Phone: +62 21 3952 4284  
Email: [Procurement@KIAT.or.id](mailto:Procurement@KIAT.or.id)

© DT Global. Copyright in the whole and every part of this document belongs to DT Global and may not be used, sold, transferred, copied, or reproduced in whole or in part in any manner or form or in or on any media to any person other than by agreement with DT Global. This document is produced by DT Global solely for the benefit and use by the client in accordance with the terms of the engagement. DT Global does not and shall not assume any responsibility or liability whatsoever to any third party arising out of any use or reliance by any third party on the content of this document.

# Contents

1	Introduction .....	5
1.1	Overview .....	5
1.2	Procurement Approach .....	6
2	Tender Evaluation Overview .....	7
2.1	Conformity and Compliance Screening .....	7
2.2	Assessment of Tenders - General.....	7
2.3	Technical Assessment.....	7
2.4	Financial Assessment .....	8
2.5	Tender Recommendation .....	8
3	Technical Proposal: Requirements and Evaluation Criteria.....	9
3.1	Tender Proposal Requirements Overview .....	9
3.2	Technical Assessment.....	9
4	Financial Proposal: Requirements & Evaluation Criteria .....	13
4.1	General Requirements for Pricing .....	13
4.2	Price Table Requirements for Financial Proposal .....	13
4.3	Price Tables.....	16
5	Conditions of Tender.....	22
5.1	Tender Closing Time.....	22
5.2	Threshold Conditions .....	22
5.3	Compliance with Commonwealth Policies .....	22
5.4	Mandatory Minimum Form and Content Requirements .....	22
5.5	Mandatory Conditions for Participation.....	23
5.6	Consortia or Joint Venture Tenders.....	23
5.7	Associate Tenders.....	24
5.8	Subcontractors.....	24
5.9	Tender Prices.....	24
5.10	Incumbent Specified Personnel .....	25
5.11	Non-conformity - Unintentional Errors of Form .....	25
5.12	Non –Conformity - Additional Material .....	25
5.13	Ambiguities, Discrepancies, Inconsistencies, Errors or Omissions.....	26
5.14	Amendment of RfT .....	26
5.15	Tenderer Enquiries .....	27
5.16	Alterations and Amendments to Tenders.....	27
5.17	Late Lodgment Policy.....	27
5.18	Electronic Lodgment Process.....	28
5.19	Electronic Tender File Formats, Naming Conventions and Sizes.....	28
5.20	Evaluation of Tenders.....	28

5.21	Security, Probity and Financial Checks.....	29
5.22	Tender Clarification .....	29
5.23	Referee Checks .....	30
5.24	Police Checks.....	30
5.25	Debriefing.....	30
5.26	Disclaimer .....	31
5.27	Tenderer Costs.....	31
5.28	Insurances.....	31
5.29	Public Statements .....	31
5.30	Ownership of Tenders.....	31
5.31	Tender Validity Period.....	32
5.32	Entry into Contract and Conduct of Contract Negotiations.....	32
5.33	Operation of the Contract .....	33
5.34	DT Global's Rights .....	33
5.35	Conflict of Interest .....	34
5.36	False or Misleading Claims .....	34
5.37	Unlawful Inducements.....	34
5.38	Collusive Tendering and Improper Assistance.....	35
5.39	Commonwealth Procurement Rules and PGPA Act.....	35
5.40	Privacy, Disclosure and Confidentiality.....	35
5.41	Application of Law and Commonwealth Policy.....	36
5.42	Complaints .....	36
5.43	Governing Law .....	36
	Annex 1 Description of Services.....	37
	Annex 2 Subcontract Template.....	38
	Annex 3 Forms and Templates.....	39
	Attachment 1 – Cover Letter of Technical Proposal.....	40
	Attachment 2 – Tender Declaration .....	42
	Attachment 3 - Organisation Information.....	46
	Attachment 4 – Tenderer's Conformity Checklist.....	47
	Attachment 5 – Specified Personnel Table .....	50
	Attachment 6 – Specified Personnel CV's .....	51
	Attachment 7 – Organisation/Consortium Relevant Past Experience.....	52
	Attachment 8 – Work Plan .....	53
	Attachment 9 – Team Member Inputs .....	54
	Attachment 10 – Risk Register .....	55
	Attachment 11 - Mobilisation Plan .....	56
	Attachment 12 - Format of Financial Proposal Covering Letter.....	57
	Annex 4 KIAT MEL-P Strategy.....	58

Annex 5 KIAT GEDSI Strategy ..... 59

Annex 6 KIAT Due Diligence Preliminary Statement Form..... 60

## Abbreviations and Definitions

ARF	Adviser Remuneration Framework
KIAT	Kemitraan Indonesia Australia untuk Infrastruktur
DFAT	Department of Foreign Affairs and Trade Australia
Gol	Government of Indonesia
DoS	Description of Services
Adviser	Any entity or person that may provide or provides the Services to the DT Global/KIAT Project under the Contract/Agreement
Consortium	An organisation can associate with other organisations. If this happens it is called a Consortium. Only the lead organisation can be contracted, and they will do so only if they have gained the authority to sign the contract and bind the consortium.
Day	Calendar day
Organisation	Organisations can be government/non-government, and can include consulting companies, universities, NGOs, training providers, or any relevant legal entity.
Partnership	Indonesian Australia Partnership for Infrastructure (KIAT)
Proposal	The Technical Proposal and the Financial Proposal prepared by the Tenderer. Proposal is also referred to as the tender.
RfT	Request for Tender

# TENDER PROCESS

## Tender Particulars

Description	Date/Details
Closing Time	11.59 pm WIB (GMT +7) on 9 February 2024, Friday
Pre-Tender Briefing	10.00 am WIB (GMT +7) on 12 January 2024, Friday
	<p>Representatives from interested organisations will be able to participate via Zoom and will be required to register in advance.</p> <p>To register for this event, please email <a href="mailto:Procurement@KIAT.or.id">Procurement@KIAT.or.id</a> on or before 11.59 pm WIB (GMT +7) 10 January 2024, Wednesday.</p> <p>There is no limit on the number of participants to join this webinar, however, each participant should register separately.</p> <p>Organisations that are not attending the industry briefing will not be disadvantaged. All information disclosed at the industry briefing will be made publicly available. Meeting Minutes will be made available on the KIAT website <a href="http://www.kiat.or.id/opportunities">http://www.kiat.or.id/opportunities</a> within five working days of the meeting.</p> <p>Should there be any inconsistency between information provided at the industry briefing and the Meeting Minutes, the information contained in the Meeting Minutes is to take precedence.</p>
Enquiry Cut-Off Date	11.59 pm WIB (GMT +7) on 2 February 2024 Friday – this is the deadline for Tenderer to send enquiries to KIAT
Last Addendum Date	5 February 2024 Monday – this is the last day for Tenderer enquiries to be answered
Mode of Submission	Electronically via email to <a href="mailto:Tender.Box@KIAT.or.id">Tender.Box@KIAT.or.id</a> before the tender closing time.
	<p>Two separate electronic submissions are to be emailed for the Technical and Financial Proposals:</p> <ol style="list-style-type: none"> <li>1) Submission/Email #1: The Technical Proposal and any associated attachments. Title of the email should follow [Technical Proposal] [Name of Activity] [Organisation Name]</li> <li>2) Submission/Email #2: The Financial Proposal. Title of the email should follow [Financial Proposal] [Name of Activity] [Organisation Name]</li> </ol>



	File size for electronic submissions should not exceed 10mb per email.
	Failure to submit the Technical and Financial Proposals in separate emails as indicated above, will constitute grounds for declaring the tender non-conforming.
Electronic Tender Lodgment Address	Electronically via email to <a href="mailto:Tender.Box@KIAT.or.id">Tender.Box@KIAT.or.id</a> before the tender closing time.
Hardcopy Tender Lodgment Address	Not applicable
Business Hours for Hard Copy Lodgment	Not applicable
Tender Validity	180 days
Tender Enquiries	Send enquiries to KIAT Procurement Team via email address: <a href="mailto:Procurement@KIAT.or.id">Procurement@KIAT.or.id</a>
Number of Copies of Tender and Page Limits	<p>Technical Proposal – 1 original in machine readable document PDF (Portable Document Format).</p> <p>Financial Proposal – 1 original in machine readable document PDF (Portable Document Format) and all price tables in a single Excel workbook with separate worksheets for Tables 1-9 where each worksheet is titled accordingly. In case of a discrepancy between the PDF and Excel tables, the PDF tables will be relied upon for the purposes of evaluation.</p> <p>Technical Proposal comprising:</p> <ol style="list-style-type: none"> <li>1) Cover Letter of Technical Proposal (Annex 3, Attachment 1)</li> <li>2) Tender Declaration (Annex 3, Attachment 2)</li> <li>3) Organisation Information/Consortium Information including Financial Statements (Annex 3, Attachment 3)</li> <li>4) Tenderer's Conformity List (Annex 3, Attachment 4)</li> <li>5) A Technical Proposal, up to 30 (thirty) pages on A4 paper that addresses the Description of Services and each of the evaluation criteria; and</li> <li>6) Annexes of Technical Proposal               <ol style="list-style-type: none"> <li>a. Specified Personnel Table (Annex 3, Attachment 5)</li> <li>b. Specified Personnel CVs with up to four pages per CV (Annex 3, Attachment 6)</li> <li>c. Organisation's Relevant Past Experience (Annex 3, Attachment 7)</li> </ol> </li> </ol>

- d. Work Plan (Annex 3, Attachment 8)
- e. Team Member Inputs (Annex 3, Attachment 9)
- f. Risk Register (Annex 3, Attachment 10)
- g. Mobilisation Plan (Annex 3, Attachment 11)
- h. Due Diligence Preliminary Partner Statement Form (Annex 6)
- i. Proposed changes to draft contract terms and conditions (refer to page 6 of the RfT).

Financial Proposal comprising:

- 7) Cover Letter of Financial Proposal (Annex 3, Attachment 12)
- 8) Price Tables 1-9 below, section 4.3.

Currency	Financial proposals must be expressed in Australian Dollars (AUD).
Font type/size and line spacing	Calibri, regular, size 11, single line spacing
Value of Project	The upper budget limit is AUD 2,200,000 (two million two hundred thousand Australian Dollars) excluding VAT/GST.
	Tenders will be evaluated in accordance with the financial evaluation criteria. Refer to Section 4 below.
Documents Attached to RfT for Information	Annex 1 - Description of Services Annex 2 - Subcontract Template Annex 3 - Forms and Templates Annex 4 - KIAT Monitoring, Evaluation and Learning – Performance (MEL-P) Strategy Annex 5 - KIAT Gender Quality, Disability and Social Inclusion (GEDSI) Strategy Annex 6 - Due Diligence Preliminary Partner Statement Form
Minimum Content and Format Requirements	The mandatory minimum form and content requirements are: <ul style="list-style-type: none"> <li>1) Tenders must be written in English and all measurements must be expressed in Australian legal units of measurement.</li> <li>2) Tenders must contain substantially completed Technical and Financial Proposals as outlined in sections 3.1 and 4.1 of this RfT.</li> </ul>

## 1 Introduction

### 1.1 Overview

Kemitraan Indonesia Australia untuk Infrastruktur (KIAT) is a partnership between the Government of Australia (GOA) and Government of Indonesia (GOI) to support sustainable and inclusive economic growth through improved access to infrastructure for all people in Indonesia. KIAT works with government partners, multilateral development banks (MDBs) and civil society providing technical assistance to improve infrastructure policy, planning and delivery. KIAT also works with sub-national governments to improve the quality of infrastructure spending and planning.

Through its work with central and sub-national governments, KIAT is working towards five End of Facility Outcomes (EOFOs):

1. Improved policies and regulations for infrastructure development
2. High quality projects prepared for financing by GOI, MDBs or the private sector
3. High quality infrastructure delivery, management, and maintenance by GOI
4. Infrastructure policies, design and delivery are more inclusive for women and people with disabilities
5. Improved policy, planning and design results in lower-emission, more climate-resilient infrastructure.

The focus of KIAT is on the following areas: Water and Sanitation; Transport; Gender Equality, Disability and Social Inclusion (GEDSI); and Infrastructure Funding and Financing (IFF). KIAT is also expanding its infrastructure activities in the areas of climate change, urbanisation and private sector participation.

DT Global seeks to identify and engage the services of a suitable organisation or joint venture/consortium to undertake the Sanitation Greenhouse Gas (GHG) Emissions Research ("activity"), as described in the Description of Services (Annex 1). This activity requires an internationally recognised university or research organisation (contractor) with significant research experience and capabilities on safely managed sanitation in low and middle-income country contexts (including Indonesia). This international organisation is anticipated to partner with Indonesian research institution/s.

The objectives of the activity are:

- Develop methods for measuring GHG emissions from various sanitation related technologies and processes, take direct measurements of emissions from a representative sample of technologies and processes, and develop a dataset that can be used to improve sanitation emissions benchmarking and estimations (e.g. determine emissions factors) as well as emissions reduction options.
- Make estimations of the GHG emissions emitted nationally in Indonesia from the generation and management of human waste under present-day conditions and under future sanitation development scenarios.

- Garner interest and attention from key GOI stakeholders in the research, collect inputs from key stakeholders in the design and implementation of the research, and engage constructively on the research findings to maximise impact.

The long-term goal of this activity is to reduce the Indonesian sanitation sector's GHG emissions through improved awareness and understanding of sanitation sector GHG emissions and more effective management of sanitation services in Indonesia.

The main expected outcomes of this activity are:

- By February 2026, the Ministry of Public Works and Housing (MPWH), the Ministry of Environment and Forestry (MoEF), and Bappenas are aware of and acknowledge the level of GHG emissions emitted nationally from sanitation systems and value this evidence as the basis for future efforts related to target setting and climate financing.
- By February 2026, the Ministry of Public Works and Housing (MPWH), Bappenas, select city and district level governments and development partners are aware of and have ownership of research findings on emissions, and initial policy recommendations, management practices and technologies that can contribute to reduced GHG emissions.
- By February 2026, key Indonesian and global sanitation sector stakeholders, including the Intergovernmental Panel on Climate Change (IPCC) and researchers, will have access to datasets, methods and skills that improve emissions benchmarking, measurements and responses to support low-emissions and safely managed sanitation.

## 1.2 Procurement Approach

DT Global is seeking competitive tenders for implementation of the services outlined. The successful Tenderer will be engaged through a contract (template attached, Annex 2). Note that two contracts are provided in Annex 2:

- a. Contracts to non-Indonesian organisations (international organisations) will be between DT Global and the international organisation
- b. Contracts to Indonesian organisations will be between DT Global and the Indonesian organisation.

DT Global does not intend to make significant changes to the contract terms and conditions as outlined in Annex 2. Tenderers requesting changes to any contract terms and conditions must outline these changes by providing a marked-up copy of the applicable contract template with their Technical Proposal (note: requested contract terms and conditions changes outlined will be considered separate from the page limit for the Technical Proposal). Where required, Tenderers may provide a separate document outlining the proposed changes and the rationale for the same. In the instance that a firm does not provide proposed changes to the contract terms and conditions along with their Technical Proposal, but later seeks to vary the contract terms and conditions during contract negotiations, KIAT reserves the right to declare the Tenderer's proposal as non-conforming.

In seeking international and/or domestic organisations to undertake the specified activities on its behalf, DT Global will comply with the Government of Australia (GOA) Commonwealth Procurement Rules (<https://www.dfat.gov.au/about-us/business-opportunities/Pages/dfat-procurement-policy>), and adhere to the requirements outlined in the KIAT Facility Operations Manual.

## 2 Tender Evaluation Overview

DT Global will assess tenders in accordance with the process outlined below.

### 2.1 Conformity and Compliance Screening

DT Global will undertake conformity and compliance screening of tenders received by DT Global to ensure submissions comply with the following:

- 1) Mandatory minimum form and content requirements
- 2) Mandatory conditions for participation.

DT Global will refer tenders that comply with the above to technical assessment by the Evaluation Committee (EC).

### 2.2 Assessment of Tenders - General

Tenders will be assessed on the following basis:

- 1) Technical Proposal will receive 80% weighting in the total assessment. Financial Proposal will receive 20% weighting in the total assessment.
- 2) The score for the overall assessment will be obtained by adding the weighted technical score to weighted financial score to achieve the total assessment score.
- 3) The total assessment score will be used solely to rank tenders.

### 2.3 Technical Assessment

- 1) DT Global will convene an EC that may comprise DT Global representative(s), independent specialists, DFAT representatives and representatives of the Partner Government at DT Global's sole discretion.
- 2) The EC will conduct an assessment of each Tenderer's Technical Proposal against the selection criteria identified.
- 3) Following the initial technical assessment of tenders by the EC, short-listed Tenderers may be invited for an interview. Tenderers that are invited for an interview will be advised a minimum of five working days prior to the interview. Interviews will be

conducted either in person or via teleconference. As necessary, in-person interviews will be held in Jakarta, Indonesia. Personnel participating in the interview will be required to address any questions asked by the EC as related to the Technical Proposal. Costs of Tenderer's attendance at the interview will be borne by the Tenderer.

- 4) In conducting its assessment, the EC may take into account referee reports, performance information and any other relevant information.
- 5) At the conclusion of the EC's technical assessment of tenders, the EC will make a recommendation to DT Global on the technical suitability of Tenderers.
- 6) The EC's assessment of the Technical Proposal will account for 80% of the overall score using the following formula:

$$[Technical\ Score] = \frac{[Tenderer's\ Weighted\ Technical\ Score\ (out\ of\ 100)]}{[Highest\ Weight\ Technical\ Score\ (out\ of\ 100)]} \times 80\%$$

- 7) A technical score of 70% must be achieved to progress to the financial assessment stage of this tender. Only those tenders meeting the minimum technical score of 70% will proceed to assessment of the Financial Proposal.

## 2.4 Financial Assessment

- 1) The EC will undertake a financial assessment of each Tenderer's Financial Proposal in accordance with the commitments contained in the Technical Proposal. This may include identifying any risks associated with the tendered pricing.
- 2) The financial assessment will account for 20% of the overall score using the following formula:

$$[Financial\ Score] = \frac{[Tender\ Price\ of\ Lowest\ Priced\ Technically\ Suitable\ Tender]}{[Tenderer's\ Tender\ Price]} \times 20\%$$

## 2.5 Tender Recommendation

- 1) Following the overall assessment, the EC will make a recommendation for further action to DT Global.
- 2) Tenderers should be aware that DT Global is not bound to accept the EC recommendation and may direct that further action be taken in accordance with this RfT.

- 3) At any stage DT Global may seek clarification of any technical, pricing or other matter and may seek a Best and Final Offer in respect of the offer provided by each shortlisted Tenderer.

### 3 Technical Proposal: Requirements and Evaluation Criteria

The requirements for and assessment of the Technical Proposal are outlined below.

#### 3.1 Tender Proposal Requirements Overview

A complete technical submission must include the following:

- 1) Covering Letter of Technical Proposal (Annex 3, Attachment 1)
- 2) Tender Declaration (Annex 3, Attachment 2)
- 3) Organisation information/Consortium information including financial statements (Annex 3, Attachment 3)
- 4) Tenderer's Conformity Checklist (Annex 3, Attachment 4)
- 5) A Technical Proposal, up to thirty (30) pages on A4 paper that covers each of the technical submission evaluation criteria outlined; and
- 6) Annexes of Technical Proposal
  - a. Specified Personnel Table (Annex 3, Attachment 5)
  - b. Specified Personnel CV's with a limit of no more than four pages per CV (Annex 3, Attachment 6)
  - c. Organisation's Relevant Past Experience (Annex 3, Attachment 7)
  - d. Work Plan (Annex 3, Attachment 8)
  - e. Team Member Inputs (Annex 3, Attachment 9)
  - f. Risk Register (Annex 3, Attachment 10)
  - g. Mobilisation Plan (Annex 3, Attachment 11)
  - h. Due Diligence Preliminary Partner Statement Form (Annex 8)
  - i. Proposed changes to draft contract terms and conditions (refer to page 6 of the RfT).

#### 3.2 Technical Assessment

The evaluation of the organisations through the RfT will be based on the evaluation criteria outlined below. The EC will make its recommendations based on evaluation of submissions against the following assessment criteria:

Item	Assessment Criteria	Max Score	Max Sub-Total
<b>1. Organisation’s experience and capabilities:</b> Relevant project experience of the tenderer and ability to effectively manage and deliver tasks of the activity.			
A	The tenderer’s past sector experience relevant to the Description of Services (DoS) and requirements of the activity. Established track record of research publications and/or research projects on safely managed sanitation in low and middle-income country contexts (including Indonesia), and with access to research ethics approval processes.	15	20
B	The resources the tenderer will make available to effectively deliver the activity. This includes the tenderer’s ability to provide appropriate corporate support, quality assurance of deliverables and required activity personnel.	5	
<b>2. Approach and methodology:</b> Adequacy of the proposed methodology and work plan for the activity.			
A	The tenderer’s understanding of the objectives of the activity and challenges associated with its implementation, as demonstrated by the tenderer’s critique of the DoS (appreciation of the activity tasks).	5	



B	<p>The tenderer's strategic and practical approach to deliver the outputs and achieve the outcomes of the activity within the specified timeframe and budget. This includes procedures or innovative approaches the tenderer proposes to use to help fulfill the activity outcomes and manage key risks.</p> <p>Approach to design and implementation of GHG emissions measurement should be methodically considered in the technical proposal.</p> <p>Specific consideration should also be given to the following:</p> <ul style="list-style-type: none"> <li>• Integrating climate resilience and GEDSI in the delivery of the activity</li> <li>• Approach for institutional strengthening/capacity development and knowledge transfer</li> <li>• Approach to develop and implement a robust monitoring, evaluation and learning framework for the activity</li> <li>• Approach to ensure the sustainability of the activity.</li> </ul>	25	35
C	A comprehensive, results-oriented and realistic work plan to achieve the activity outputs and outcomes.	5	
<p><b>3. Personnel:</b> Key professional staff and team management for the activity. The tenderer will propose a team of appropriate composition, size and inputs for the research task, including the skills/expertise and roles specified in the Description of Services.</p>			
A	Team Leader (ARF position open to Indonesian national and international candidates)	10	
B	Deputy Team Leader (Indonesian national)	7	

C	Positions relating to: <ul style="list-style-type: none"> <li>Onsite, decentralised and centralised sanitation in low and middle-income countries expertise</li> <li>Wastewater and faecal sludge treatment processes and emissions expertise</li> <li>Data analytics/science, GHG accounting and climate financing expertise</li> <li>Applied and transdisciplinary research expertise.</li> </ul>	15	45
D	Position/s relating to: <ul style="list-style-type: none"> <li>Indonesian governance, policy and regulation expertise.</li> </ul>	3	
E	Positions relating to: <ul style="list-style-type: none"> <li>Monitoring, evaluation and learning (MEL) for applied research expertise</li> <li>Gender Equality, Disability and Inclusion (GEDSI) expertise and social safeguards.</li> </ul>	5	
F	Team Management and Approach  The proposed team has a diverse, well-balanced and integrated structure with all necessary expertise and a clear management framework.	5	
Total Technical Points		100	100

Note:

KIAT provides an estimate of input days/months for some positions in the Description of Services (DoS). The Tenderer may propose a different quantity of input for the key positions and additional roles (or a combination of roles) depending on its proposed approach to effectively deliver the services and achieve the project objectives according to value for money principles.

## 4 Financial Proposal: Requirements & Evaluation Criteria

The requirements for and assessment of the Financial Proposal are outlined below.

### 4.1 General Requirements for Pricing

A complete financial submission must include the following:

- 1) Covering Letter of Financial Proposal (Annex 3, Attachment 12)
- 2) Price Tables 1-9 below, section 4.3

### 4.2 Price Table Requirements for Financial Proposal

- 1) Price Basis
  - a. The Financial Proposal is to be a firm fixed price including all costs and escalation for the duration of the contracted activity.
- 2) Currency
  - a. The Financial Proposal is to be expressed in Australian Dollars (AUD).
- 3) Non-conforming Financial Proposal
  - a. The Financial Proposal will be deemed nonconforming if:
    - the price is not firm and fixed; or
    - price escalation/inflation adjustment is sought at or after contract negotiations including inflators; or
    - additional fees are subsequently sought during negotiations.
- 4) GST/VAT
  - a. The Financial Proposal is to be inclusive of all VAT for the procurement of goods and services by the Tenderer. GST or VAT applied to invoiced costs between DT Global and the Tenderer should be included in Table 8: Tender Price.
  - b. Tenderers will provide information regarding their tax liability and status.
- 5) Proposal Information
  - a. The Financial Proposal must contain the information required and in the format detailed in this document.

- b. The Monthly/Daily Rate for Personnel includes the net fee paid to a Consultant for their work, statutory insurance (such as BPJS Kesehatan), religious bonus (if applicable), income tax, legislated end of employment compensation payments (if applicable), and BPJS Ketenagakerjaan/ superannuation contribution for international consultants (if applicable). The Monthly/Daily Rate does not include mobilisation, demobilisation, local transport, airfares, visa costs (if applicable), excess baggage (if applicable), accommodation, purchase of approved assets, or personal costs (such as communication costs etc.). These costs will be part of the Adviser Support Costs or Operational Costs components of the Financial Proposal. (The Monthly/Daily Rate should be the actual fee paid to consultant and should not include the Tenderer's profit margin, corporate overheads or other mark ups, which should be included under Management Fee).
- c. For Tenderers proposing international personnel, the remuneration set for any international adviser should follow and not exceed the DFAT Adviser Remuneration Framework (ARF) which can be found on the DFAT website (<https://dfat.gov.au/about-us/publications/Pages/adviser-remuneration-framework.aspx>).
- d. The Management Fee component of the Proposal will cover the profit and fee for the organisation including any administrative or other overheads for the company to manage the consultants, recruitment, contracting, administration, project management cost, project finance costs, management costs, marketing, quality assurance of consultancy activities, travel costs of non-nominated personnel, any other overheads required to perform the services, any escalators and any allowance for risks and contingencies.

6) Compliance with the DFAT Adviser Remuneration Framework

- a. Tenderers must ensure that all international advisers are assigned a Job Level and Professional Discipline Category in accordance with the ARF. The ARF defines DFAT's approach for determining the remuneration of commercially contracted international advisers and outlines requirements for implementing and monitoring these policies.
- b. The ARF rates as detailed in the Subcontractor Agreement template will apply for the term of the contract.
- c. The long-term rates specified in the ARF are inclusive of annual leave allowances of up to twenty days per annum and personal leave allowances of up to ten days per annum, to accrue on a pro rata basis per 12 months' continuous engagement on the project. Tenderers must detail in the price tables below if any proposed leave entitlements for specified personnel vary from the allowances listed above.

- d. If leave entitlements exceed the allowances listed above, the Tenderer must provide a justification and description of how the Tenderer will ensure, during specified personnel absences, the continuous delivery of high-quality services. The cost of any additional leave will be accounted for by a pro rata reduction in the relevant adviser's remuneration rate. Tenderers should note that leave entitlements and the management strategy may be assessed by the EC or DT Global as part of the technical evaluation.

7) Management Fees

- a. Tenderers must provide details of all Management Fees related to provision of the Services by completing Table 1, Table 1A, and Table 1B (Management Fees) below.
- b. Even in instances where a nil cost is nominated in certain management fee line items (e.g. insurance, sub-contracting, escalators etc.), the Tenderer remains accountable as per the terms and conditions of the subcontract.
- c. Tenderers are requested to outline a proposed management fee payment deduction schedule for the late submission and/or non-achievement of report deliverables and performance milestones. Agreed at contract negotiations, this management fee payment deduction can be applied at the discretion of KIAT.

8) Long Term Adviser Costs (ARF)

- a. Tenderers must provide details of all Long-Term Adviser Costs related to provision of the services and in accordance with the ARF by completing Table 2 (Long Term Adviser Costs) below.

9) Short Term Adviser Costs (ARF)

- a. Tenderers must provide details of all Short-Term Adviser Costs related to provision of the services by completing Table 4 (Short Term Adviser Costs) below.

10) Long Term Personnel Costs (non-ARF)

- a. Tenderers must provide details of all Long-Term Personnel Costs related to provision of the services by completing Table 3 (Long Term Personnel Costs) below. Long-Term Personnel are those personnel proposed to perform functions that would not be considered to fall within the scope of the ARF.

11) Short Term Personnel Costs (non-ARF)

- a. Tenderers must provide details of all Short-Term Personnel Costs related to provision of the services by completing Table 5 (Short Term Personnel Costs)

below. Short Term Personnel are those personnel proposed to perform functions that would not be considered to fall within the scope of the ARF.

12) Reimbursable Adviser Support Costs

- a. Tenderers must provide details of all Long-Term and Short-Term Adviser Support Costs related to the provisions of the services by completing Table 6 (Adviser Support Costs) below.

13) Reimbursable Operational Costs

- a. Tenderers must provide details of all Reimbursable Operational Costs related to the provisions of the services by completing Table 7 (Reimbursable Operational Costs) below.

14) Tender Price

- a. Tenderers must provide a total Tender Price comprising the sum of Tables 1–7 by completing Table 8 (Tender Price) below.

15) Payment Terms

- a. The Contractor will be engaged on a reimbursable basis. As such, the Contractor must be able to pre-finance the activity prior to reimbursement from DT Global on a monthly basis.

16) Value for Money Rationale

- a. Tenderers must provide a write-up (not exceeding two A4 pages, in PDF) that describes how its tender achieves value for money principles as defined by DFAT by completing Table 9 - Value for Money Rationale below. Using DFAT's Value for Money principles, the Tenderer is required to outline (both qualitatively and quantitatively) how the technical and financial delivery of the services represent value for money. The Value for Money Rationale is to be included in the Financial Proposal only. Refer to this link for further information regarding DFAT's value for money principles: <https://www.dfat.gov.au/aid/who-we-work-with/value-for-money-principles/Pages/value-for-money-principles>.

### 4.3 Price Tables

Table 1: Management Fees (AUD)

Management Fees	Total (AUD)
Management Fee	

Table 1A: Breakdown of Management Fees (AUD)

Item	Amount (AUD)
profits, including commercial margins and mark-up for personnel and project management;	
financial management costs, including the cost of an independent annual audit of the project and financing costs, if any;	
costs of Contractor administrative and head office staff, including the cost of a Contractor Representative, if any;	
insurance costs as required by this Contract, but exclusive of the costs of medical insurance for advisers;	
taxation, as applicable;	
costs of complying with the Contractor's reporting and liaison obligations under this Contract;	
costs associated with all personnel briefings in Australia or in-country;	
costs associated with any sub-contracting and procurement of goods and services;	
costs, including domestic and international travel, accommodation, per diems, and local transport costs where required for all Tenderer Head Office personnel;	
any other overheads required to perform the services in accordance with this contract;	
recruitment costs;	
all escalators for the term of the Contract;	
any allowance for risks and contingencies;	
quality assurance of consultancy activities;	
costs associated with any Performance Guarantee;	
all other costs not specifically identified (Tenderer to specify).	
<b>TOTAL:</b>	

Table 1B: Management Fee Payment Structure (AUD)

Management Fee Payment	Unit	Due Date	Amount
Monthly Payments <i>Monthly Payments on submission of Monthly Snapshot (30% of total Management Fee)</i>	<i>Monthly snapshot report each month outlining progress towards activity objectives and noting key risks to activity implementation. A template will be provided.</i>		<i>Payment connected to monthly payments (total amount / number of months of activity implementation)</i>
Management Reports and Technical Reports/ Deliverables <i>Tenderer to list these deliverables from the DoS (60% of total Management Fee)</i>	<i>List deliverables from DoS</i>  <i>[Note: add more rows as required]</i>		<i>Payment connected to each deliverable</i>
Performance Milestones <i>Tenderer to nominate at least three performance milestones. Refer to section 10 (Performance Milestone Management Fee) of the DoS for description of these milestones. These are related to activity outcomes; those related to GEDSI improvements are encouraged, where possible. (10% of total Management Fee)</i>	<i>List proposed performance milestones</i>  <i>[Note: add more rows as required]</i>		<i>Payment connected to each performance milestone</i>
TOTAL			

Table 2: Long Term Advisers (ARF)

Position	Name	ARF Discipline and Job Level	Maximum Number of Inputs (Months)	Monthly Rate	Mobility / Supplemental Mobility Allowance	Maximum Amount Payable (AUD)
Tenderer to insert additional positions / rows as required.						
TOTAL:						



Table 3: Long-Term Personnel (non-ARF)

Position	Name	Maximum Number of Inputs (Months)	Monthly Rate	Maximum Amount Payable (AUD)
Tenderer to insert additional positions/rows as required.				
TOTAL:				

Table 4: Short-Term Adviser (ARF)

Position	Name	ARF Discipline and Job Level	Maximum Number of Inputs (Days)	Daily Rate	Maximum Amount Payable (AUD)
Tenderer to insert additional positions / rows as required.					
TOTAL:					

Table 5: Short-Term Personnel (non-ARF)

Position	Name	Maximum Number of Inputs (Days)	Daily Rate	Maximum Amount Payable (AUD)
Tenderer to insert additional positions/rows as required.				
TOTAL:				

Table 6: Reimbursable Adviser Support Costs (\*, \*\*)

No.	Item	No.	Unit cost (AUD)	Maximum Amount Payable (AUD)
<i>Note: Leave this section blank if there is/are no ARF LTA/STAs proposed</i>				
1	Housing Costs (LTA only)			
2	Mobilisation Costs			
3	Demobilisation Costs			

No.	Item	No.	Unit cost (AUD)	Maximum Amount Payable (AUD)
<i>Note: Leave this section blank if there is/are no ARF LTA/STAs proposed</i>				
4	Airfares			
5	Hotel Accommodation			
6	Per Diem			
7	International Communication Costs			
8	Compulsory Arrival and Departure Taxes, Travel to/from Airport (e.g. taxis)			
9	Transport Costs			
10	Medical Insurance			
11	Personnel Security			
	[add or delete rows as required] (**)			
<b>TOTAL:</b>				

(\*) not applicable for non-ARF Advisers

(\*\*) Delete items that are not applicable or add other items, as necessary. It is the Tenderer's responsibility to ensure that all costs are included.

Table 7: Reimbursable Operational Costs (\*\*)

No.	Description	Unit	Unit cost (AUD)	Quantity	Maximum Amount Payable (AUD) (Unit cost x Quantity)
1	Office Rental and Utilities				
2	Office Maintenance Costs				
3	Vehicle Costs				
4	IT and Equipment Costs				
5	Office Consumables				
6	Office Furniture				
7	Work-related travel costs				

8	Training, workshops, and meeting costs				
9	M&E, Marketing and communication costs				
10	Contingency				
TOTAL:					

(\*\*) Delete items that are not applicable or add other items, as necessary. It is the Tenderer's responsibility to ensure that all costs are included.

Table 8: Tender Pricing Summary

Items	Amount (AUD)
Management Fees	[insert total from Table 1]
Long Term Adviser Costs (ARF)	[insert total from Table 2]
Short Term Adviser Costs (ARF)	[insert total from Table 4]
Long Term Personnel Costs (non ARF)	[insert total from Table 3]
Short Term Personnel Costs (non ARF)	[insert total from Table 5]
Reimbursable Adviser Support Costs	[insert total from Table 6]
Reimbursable Operational Costs	[insert total from Table 7]
Tender Price	[insert total from Tables 1-7]
Tender Price GST/VAT if applicable	
Total Tender Price if applicable ( <i>Tender Price + GST/VAT</i> )	( <i>Tender Price + GST/VAT</i> )

Note:

- a. *Contracts between DT Global's Australian entity and international organisations will be in Australian Dollars. Invoicing and payments will be in Australian Dollars. Australian GST is not applicable as the service is performed outside Australia and the benefit is enjoyed outside Australia, however relevant Indonesian transactions that incur VAT will be reimbursed as a real cost and should be included in the Financial Proposal within Tables 1-7.*
- b. *Contracts between DT Global's Indonesian entity and Indonesian tax registered organisations will be in Indonesia Rupiah (IDR). Invoicing and payment will be in IDR. Indonesian VAT is applicable subject to the presence of a valid Faktur Pajak (Tax Receipt). Note that Financial Proposals are still to be submitted in AUD.*

Table 9: Value for Money Rationale

<p>Tenderers must provide a write-up that describes how its tender achieves value for money principles as defined by DFAT. Using DFAT's Value for Money principles, the Tenderer is required to specifically reference (both qualitatively and quantitatively) how the technical and financial delivery of the services will maximise the impact of the activity. The Value for Money Rationale is to be included in the Financial Proposal only. Refer to this link for further information regarding DFAT's value for money principles: <a href="https://www.dfat.gov.au/aid/who-we-work-with/value-for-money-principles/Pages/value-for-money-principles">https://www.dfat.gov.au/aid/who-we-work-with/value-for-money-principles/Pages/value-for-money-principles</a></p>
<p>Value for Money Rationale (not exceeding two A4 pages, in PDF):</p>

## 5 Conditions of Tender

### 5.1 Tender Closing Time

- 1) Tender responses must be lodged before the closing time.
- 2) DT Global may extend the closing time at its sole discretion and will issue an addendum on the KIAT website and/or notify the Tenderers directly of any decision to extend.

### 5.2 Threshold Conditions

- 1) Tenderers must comply with the following threshold tender conditions:
  - a. the minimum content and format requirements set out in Clause 5.4 (Mandatory Minimum Form and Content Requirements) below; and
  - b. the conditions of participation set out in Clause 5.5 (Mandatory Conditions for Participation) below.
- 2) Tenderers should note that agreeing to contract as a single legal entity is a Condition for Participation in this RfT process.
- 3) If a Tenderer is an unincorporated joint venture and is selected as the Preferred Tenderer, the Tenderer must incorporate prior to entry into contract.

### 5.3 Compliance with Commonwealth Policies

- 1) Tenderers must comply with the following DFAT policies available at <https://www.dfat.gov.au/>:
  - a. Gender Equality and Women's Empowerment Strategy
  - b. Development for All 2015-2020: Strengthening disability-inclusive development in Australia's aid program
  - c. Environmental and Social Safeguards Policy
  - d. DFAT Child Protection Policy
  - e. Commonwealth Procurement Rules
  - f. Other policies as published or as notified to Tenderers by DT Global.

### 5.4 Mandatory Minimum Form and Content Requirements

- 1) The mandatory minimum form and content requirements are:
  - a. Tenders must be written in English and all measurements must be expressed in Australian legal units of measurement.
  - b. Tenders must include complete technical and financial proposals as outlined in the Particulars section of this RfT.

## 5.5 Mandatory Conditions for Participation

- 1) The mandatory conditions for Tenderer participation in this RfT are:
  - a. The Tenderer and any of its subcontractors proposed must not be named as not complying with the Workplace Gender Equality Act 2012(Cth) ('WGE Act').
  - b. Tenderers must acknowledge and agree to contract as a single legal entity.
  - c. The Tenderer (and any of its proposed subcontractors) must not be subject to an adverse court or tribunal decision or order (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers' compensation law, or if the Tenderer is so subject, that the Tenderer has fully complied, or is fully complying with the court or tribunal decision or order.
  - d. The Tenderer (and any of its proposed subcontractors) must not be listed on the World Bank List (on debarred firms and individuals), other relevant lists, or be the subject of an informal investigation or temporary suspension which could lead to the Tenderer becoming so listed. A Tenderer must immediately notify DT Global if it becomes listed, investigated or suspended by the World Bank or any development donor prior to the award of contract.

## 5.6 Consortia or Joint Venture Tenders

- 1) DT Global may, subject to this RfT, consider a tender from a consortia or joint venture in the form of a Joint Tender.
- 2) Any Joint Tender must set out details of all consortia or joint venture members, including the role that each member would play in the delivery of the requirements, and must nominate a single legal entity which would, if successful, enter into a contract with DT Global.
- 3) DT Global may require parent company guarantees from the parent companies of parties to a consortia or joint venture.

## 5.7 Associate Tenders

- 1) DT Global will, subject to the provisions of this RfT, consider a tender from two or more parties who have not formed a single legal entity in the form of an Associate Tender on the basis that one party, the Tenderer, acts as the prime contractor and the other party becomes a sub-contractor known as an associate.
- 2) An Associate Tender must set out details of all associates, including the role that each member would play in the delivery of the services and provide an assurance to DT Global from an authorised representative of the associate of the associate's corporate commitment to and involvement in the provision of the services in the form of a one-page Letter of Association.
- 3) Tenderer associates that are approved by DT Global to undertake identified parts of the services will be specified in any resultant contract with the Tenderer.

## 5.8 Subcontractors

- 1) If any aspect of the services will be provided by a subcontractor to the Tenderer, the Tenderer's Technical Proposal should set out the details of all proposed subcontractors and their proposed responsibilities in the Technical Proposal.
- 2) In accordance with the terms and conditions of the draft contract, DT Global will hold the Contractor responsible for the actions of all subcontractors, and the Contractor will be required to include all relevant provisions of the contract in all subcontract arrangements.

## 5.9 Tender Prices

- 1) Tender prices should be inclusive of all costs of complying with this RfT and all costs associated with doing all things necessary for the due and proper execution of the proposed contract and:
  - a. be inclusive of all Indonesian or other country taxes, duties and charges for the procurement of goods and services by the tenderer. GST or VAT applied to invoiced costs between DT Global and the tenderer should only be included in Table 8: Tender Price;
  - b. be inclusive of all necessary insurances;
  - c. be inclusive of any escalation, any allowance for foreign exchange rate variations or other price risks and disclosed as a single escalator factor;
  - d. remain unalterable for the period of Tender validity;
  - e. not vary according to the mode of payment;

- f. take into account the liability, indemnity and other relevant provisions regarding risk in the draft contract;
  - g. include detailed information on assumptions used in preparing the pricing; and
  - h. be expressed in Australian Dollars ('AUD').
- 2) Tenderers must provide their proposed mechanism for price increases (i.e. escalation) during the term of the Contract and for any option period (if any).
- 3) Tenderers must seek their own independent tax advice in relation to this RfT and the draft subcontract.
- 4) DT Global is not bound to accept the lowest price or any tender.

#### 5.10 Incumbent Specified Personnel

Not applicable.

#### 5.11 Non-conformity - Unintentional Errors of Form

- 1) If DT Global considers that a Tenderer has made an unintentional error of form in its Tender, DT Global may, at its sole discretion, permit the Tenderer to correct that error within a specified timeframe, by written request by DT Global, but will not permit the Tenderer to submit new or different information that would materially alter the original tender.

#### 5.12 Non –Conformity - Additional Material

- 1) Tenderers should not provide an executive summary or other additional material such as supporting brochures, photographs or promotional material as part of the tender, unless this has been specifically requested. DT Global will sever any material provided by Tenderers which has not been requested in the RfT from the tender material and such material will not form part of the tender evaluation.
- 2) Tender conformity requirements are necessarily strict in order to provide Tenderers with an equal opportunity to tender and to allow DT Global to assess tenders on an equitable basis.
- 3) Tenderers are advised of the following conformity issues and the usual treatment of those issues by the tender secretariat:

Conformity Issue	Treatment by DT Global
Inclusion of covering letter in the tender that is not required by the RfT	Covering letter removed from tender prior to providing tender to the EC

Statement addressing the assessment criteria exceeds stipulated page limit	Pages exceeding the page limit removed from tender prior to providing tender to the EC
CV exceeds stipulated page limits	Entire CV removed from tender prior to providing tender to the EC
CV lacks personal contact details	Entire CV removed from tender prior to providing tender to the EC
CV lacks referee information	Entire CV removed from tender prior to providing tender to the EC
CV includes referee who is employed by a related entity	Entire CV removed from tender prior to providing tender to the EC
CV not certified	Entire CV removed from tender prior to providing tender to the EC
Financial proposal contains caveats or un-costed elements	Tender deemed non-conforming and not considered further

### 5.13 Ambiguities, Discrepancies, Inconsistencies, Errors or Omissions

- 1) DT Global will not accept responsibility for any misunderstanding arising from the failure by a Tenderer to comply with the requirements set out in this RfT, or arising from any ambiguity, discrepancy, inconsistency, error or omission contained in a tender.

### 5.14 Amendment of RfT

- 1) DT Global may amend the RfT at any time by issuing an addendum and posting it to the KIAT website ([www.kiat.or.id](http://www.kiat.or.id)) and/or notifying the Tenderers directly. All conditions of this RfT will apply to any addendum issued by DT Global unless amended in the addendum itself.
- 2) DT Global may extend the closing time in its sole discretion and will issue an addendum via the KIAT website and/or notifying Tenderers directly of any decision to extend.
- 3) DT Global will accept no responsibility if a Tenderer fails to become aware of any addendum uploaded in the KIAT website.
- 4) Upon issuance, each addendum forms part of this RfT.
- 5) The KIAT Procurement Team will not respond to any request for clarification from a Tenderer received after the enquiry cut-off date specified in the Tender Particulars section of the RfT.
- 6) Tenderers should acknowledge receipt of all addenda to this RfT in the Tenderer Declaration.



- 7) Tenderers must submit their tenders in accordance with this RfT as amended by any addendum issued by DT Global.

#### 5.15 Tenderer Enquiries

- 1) All enquiries relating to this RfT must be directed to the KIAT Procurement Team via email at [Procurement@KIAT.or.id](mailto:Procurement@KIAT.or.id).
- 2) DT Global will respond to all Tenderer enquiries directed to the KIAT Procurement Team in writing before the enquiry cut-off date or before the last addendum date specified in the Tender Particulars of this RfT.
- 3) If DT Global considers that a Tenderer's enquiry may be relevant to other Tenderers, it will, without disclosing the source of the query, publish its response to all Tenderers on a non-attributable basis in the form of an addendum by notice on the KIAT website and/or directly to Tenderers.
- 4) DT Global will accept no responsibility if a Tenderer fails to become aware of any addendum notice.

#### 5.16 Alterations and Amendments to Tenders

- 1) Alterations and amendments to a tender must be made before the closing time and be clearly legible and initialed by the Tenderer. Tenders containing un-initialed alterations and amendments and tenders in which information is not legible may be excluded from consideration at the discretion of DT Global.

#### 5.17 Late Lodgment Policy

- 1) Any tender lodged either electronically or in hard copy after the closing time is a late tender and will not be accepted by DT Global.
- 2) DT Global will admit to evaluation any tender that was received late solely due to mishandling by DT Global. Mishandling by DT Global does not include mishandling by a courier or the mail service provider engaged by the Tenderer to deliver the tender. It is the responsibility of each Tenderer to ensure that its tender is dispatched and lodged prior to the closing time.
- 3) Late tenders will be returned to the Tenderer unopened, except where a tender must be opened to identify the return address of the Tenderer and/or to establish the name of the Tenderer.
- 4) If a tender is deemed late, DT Global may request the Tenderer to provide explanatory evidence to the KIAT Procurement Team.

## 5.18 Electronic Lodgment Process

- 1) Ensure that the tender complies with all file type, format, naming conventions, size limitations or other requirements.
- 2) DT Global takes no responsibility for problems with electronic lodgment arising from Tenderer's infrastructure and/or internet connectivity.
- 3) Any attempt to lodge a tender after the closing time will not be accepted.
- 4) Electronic tenders not lodged in accordance with the submission requirements will be excluded from evaluation.

## 5.19 Electronic Tender File Formats, Naming Conventions and Sizes

- 1) Tenderers must lodge their tender in accordance with the requirements set out in this clause for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the tender not uploading successfully and/or may eliminate the tender from evaluation.
- 2) Tenders must be lodged as outlined in the Particulars section of this RfT.
- 3) The tender file name/s:
  - a. should incorporate the Tenderer's company name
  - b. should reflect the various parts of the tender they represent, where the tender comprises multiple files
  - c. must not contain \ / : \* ? " < > | characters (check your files and re-name them if necessary)
  - d. must not exceed 100 characters including the file extension.
- 4) Tender files:
  - a. should not exceed a combined file size of ten (10) megabytes per email submission
  - b. should be zipped (compressed).
- 5) If a tender consists of multiple uploads, due to the number of files or file size, the Tenderer should ensure that transmission of all files is completed before the closing time.
- 6) Tenders must be completely self-contained. No hyperlinked or other material may be incorporated into the tender documentation by reference.

## 5.20 Evaluation of Tenders

- 1) Tenders will be evaluated in accordance with the process set out in this RfT.

- 2) EC members will treat the tender evaluation proceedings and meetings as commercial in confidence and will not discuss the technical assessment of any tender with any person. Tenderers must not make contact with any members of the EC outside EC meetings. Any such contact will be considered a breach of confidentiality and may result in exclusion of the tender from further consideration.

#### 5.21 Security, Probity and Financial Checks

- 1) As part of tender negotiations and prior to contract signing, DT Global will carry out a due diligence check on the preferred Tenderer in line with DFAT's Due Diligence Framework. Details of information that will be sought as part of this can be found here: [Due Diligence Framework \(dfat.gov.au\)](https://dfat.gov.au)

Tenderers must complete the Due Diligence Preliminary Partner Statement as part of the RfT. This provides EC members with an initial partner risk profile but is not part of the tender/proposal evaluation scoring. Please see the template in Annex 8, fill in the 'yes/no' questions, sign and attach to the Technical Proposal.

The Preferred Tenderer will be required to complete a full Due Diligence Assessment before a contract agreement is signed.

- 2) DT Global and/or a consultancy engaged by DT Global may perform such security, probity and financial investigations and procedures as it may in its sole discretion determine are necessary in relation to Tenderers, their employees, officers, partners, associates, subcontractors or related entities and their officers, employees and subcontractors.
- 3) Tenderers will be expected to provide reasonable assistance at their own cost to DT Global regarding any security, probity and financial investigations and procedures, including supplying further information to DT Global on request.
- 4) Any omission or failure by the Tenderer to provide detailed information to DT Global as requested will diminish the scoring ability of the Tenderer's tender and may result in DT Global removing the tender from further consideration.

#### 5.22 Tender Clarification

- 1) At any stage DT Global may ask the Tenderer to clarify or provide additional information on any aspect of its tender, or on any matter in its opinion, relevant to the tender.
- 2) Failure to respond to a request for clarification in the manner requested by DT Global may have an adverse impact on the evaluation of the tender.

### 5.23 Referee Checks

- 1) Tenderers must provide at Annex 1 (Specified Personnel) and Annex 2 (Past Experience Form) the name and contact details of referees who can attest to the performance of the Tenderer and its specified personnel (if any), within the last two years, in the provision of services comparable to the requirements of this RfT.
- 2) Tenderers should ensure that nominated referees:
  - a. do not have an actual or potential conflict of interest. In particular, referees must not:
    - i. be an employee or holder of a current executive office within the Tenderer organisation or have a business association with the Tenderer or one of its subsidiaries;
    - ii. be included in the tender as proposed personnel; or
    - iii. be a current DT Global/DFAT employee or former DT Global/DFAT employee.
  - b. are available to be contacted within three weeks of the closing time. DT Global may, at its discretion and/or by its authorised representative, contact any referee nominated by a Tenderer in its tender, and may seek written or verbal comments from that referee.
- 3) DT Global may also seek information about any Tenderer from any other source, whether or not the individuals or organisations contacted are nominated by the Tenderer.

### 5.24 Police Checks

- 1) Specified personnel identified as having contact with children in the subcontract template may be required to provide police clearance certificates.
- 2) Tenderers should obtain consent to a criminal record check from their specified personnel and provide information on the purpose for which it will be used.
- 3) DT Global reserves the right to require the Tenderer to replace any specified personnel whose police clearance certificate shows conviction of criminal offences of or relating to child abuse. Nominated replacement personnel must have qualifications and experience equal to or better than those personnel being replaced and must be acceptable to DT Global.

### 5.25 Debriefing

- 1) Following the rejection of a tender, or the award of a contract to the Preferred Tenderer, DT Global will inform Tenderers in writing of the outcome of their tender submission.

- 2) Tenderers may, in writing, request a written debrief concerning their tender submission within seven days of being advised by DT Global of the outcome of their tender or rejection of their tender.
- 3) Tenderers will be debriefed against the evaluation criteria set out in this RfT. A Tenderer will not be provided with information concerning other tenders.

#### 5.26 Disclaimer

- 1) Although certain information is contained in this RfT, Tenderers must make their own independent assessment and investigations and obtain their own independent advice regarding the subject matter of the RfT. Neither DT Global, its employees, agents or contractors:
  - a. makes any representations or warranties as to the accuracy, reliability or completeness of the information; nor
  - b. has any liability under the law or otherwise arising from the information, the Tender process or any activity associated with them.

#### 5.27 Tenderer Costs

- 1) All costs and expenses incurred by a Tenderer in connection with this RfT, including but not limited to the costs associated with preparing and lodging a tender, responding to requests from DT Global and providing further information sought by DT Global, hosting site visits or attending industry briefings/site inspections, interviews or contract negotiations, are the sole responsibility of the Tenderer.
- 2) DT Global will not be, and is not, liable for any lost profit, lost opportunity or other losses sustained by the Tenderer as a result of responding to this RfT.

#### 5.28 Insurances

- 1) The successful Tenderer will be required to hold and maintain insurances in accordance with the terms and conditions of the draft subcontract.

#### 5.29 Public Statements

- 1) Tenderers must not make any public statements or provide any information to the media or any other third party in relation to this RfT or any contract arising out of this RfT, without the prior written approval of DT Global.

#### 5.30 Ownership of Tenders

- 1) All tenders become the property of DT Global upon lodgment.
- 2) DT Global may copy, amend, extract or otherwise deal with all or part of any tender for the purposes of this RfT process.

- 3) DT Global may disclose the contents of any tender to its personnel and advisers for the purposes of assisting DT Global with this RfT process. DT Global may, at its discretion, seek appropriate confidentiality obligations from those personnel or advisers where such disclosure is made.
- 4) Nothing in this clause affects the ownership of intellectual property in any tender.

#### 5.31 Tender Validity Period

- 1) Tenders must remain open for acceptance (valid) for a period of at least six (6) months (i.e. 180 calendar days) from the closing time.
- 2) DT Global may request a Tenderer to extend the validity period of the tender referred to above.

#### 5.32 Entry into Contract and Conduct of Contract Negotiations

- 1) This RfT is not a contract between the DT Global and the Tenderer, nor an offer to contract.
- 2) Nothing in this RfT, any tender, or any conduct or statement made by either DT Global or a Tenderer before or after the issue of this RfT is to be construed so as to give rise to any contractual obligations, express or implied, or any obligations in equity between DT Global and any Tenderer.
- 3) Following selection and approval of a Preferred Tenderer, DT Global may enter into contract negotiations with the Preferred Tenderer.
- 4) DT Global intends to enter into a contract with the Preferred Tenderer substantially in the form of the draft contract in Annex 2 of this RfT.
- 5) During contract negotiations, DT Global may:
  - a. engage in detailed discussions with one or more Tenderers in person or via e-mail;
  - b. request a Tenderer to improve or consolidate any aspect of the tender;
  - c. request a Tenderer to provide revised pricing to reflect negotiation outcomes (including submitting a best and final offer);
  - d. decline to consider a Tenderer's revised pricing if DT Global considers that the Tenderer has changed the underlying basis on which the Tenderer's pricing was calculated;
  - e. reject the Preferred Tenderer's tender, discontinue negotiations with that Tenderer and/or re-enter negotiations with other Tenderers (including or excluding the Preferred Tenderer) if in DT Global's view during final negotiations, the Preferred Tenderer retracts or attempts to retract agreements under which material business, financial, technical and legal issues were resolved during negotiations, or in DT Global's opinion the Tenderer is not negotiating in good faith;

- f. request the Tenderer to negotiate in good faith a proportionate reduction to the Tendered price if the Services is reduced as a result of constraints imposed on DT Global either before or after the closing time; and
  - g. take into account the outcome of negotiations in finalising the evaluation of tenders and in making a selection decision in declaring the Preferred Tenderer.
- 6) No binding agreement, express or implied (including, without limitation, any form or contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds), is intended to be created between DT Global and any Tenderer in relation to the requirements of this RfT and the tender process or in any other respect until a formal written contract is executed by DT Global and the Preferred Tenderer.
- 7) The final contract as executed by DT Global will contain the entire agreement between DT Global and the Preferred Tenderer.

### 5.33 Operation of the Contract

- 1) The contract entered into with the Preferred Tenderer will alone govern the legal relationship between DT Global and any Preferred Tenderer.
- 2) The contract shall be between the successful Tenderer and DT Global. See Annex 2 for the contracting template.

### 5.34 DT Global's Rights

- 1) Despite any other provision in this RfT, DT Global retains the right to:
  - a. alter, vary or amend any part of this RfT;
  - b. suspend or terminate this RfT if DT Global considers it is in the public interest to do so;
  - c. seek additional information or clarification from any Tenderer, and/or provide additional information or clarification to any Tenderer;
  - d. seek and/or contact any referee, whether or not nominated by the Tenderer;
  - e. determine a shortlist of Tenderers at any time after the closing time;
  - f. add or remove any Tenderer from consideration at any time after the closing time;
  - g. in its absolute discretion conduct or engage a third party to conduct a financial viability assessment on the Tenderer to assess the Tenderer's financial capacity and financial viability in accordance with the information provided;
  - h. negotiate or decline to negotiate with any Tenderer, and discontinue negotiations at any time;
  - i. negotiate with one or more Tenderers simultaneously;
  - j. terminate negotiations with the Preferred Tenderer and commence negotiations with any other Tenderer (including but not limited to where required police clearance certificates are not provided by the Preferred Tenderer or where the Tenderer becomes listed or subject to an investigation

- or temporary suspension by the World Bank or similar donor of development funding);
- k. require the Preferred Tenderer to provide an Unconditional Financial Undertaking or Performance Guarantee prior to entry into contract;
- l. require the Preferred Tenderer to replace any personnel whose police clearance certificate shows conviction of criminal offences of, or relating to, child abuse where DT Global in its absolute discretion considers that the individual poses an unacceptable risk to children's safety or well-being; and
- m. allow, or refuse to allow a Preferred Tenderer to enter into a contract in the name of a different legal entity to that which submitted the tender.

#### 5.35 Conflict of Interest

- 1) Tenderers must notify DT Global as soon as practicable after becoming aware of an actual or potential conflict of interest in connection with the submission of the tender or the provision of services described in this RfT, or at any time prior to receiving notification of the award of a contract or the termination of this RfT process.
- 2) If the Tenderer has or may have an actual or potential conflict of interest, DT Global may, at its discretion:
  - a. exclude the tender from further consideration;
  - b. enter into discussions to seek to resolve the conflict of interest; or
  - c. take any other action it considers appropriate.
- 3) DT Global may regard any participant in a Joint Tender who separately tenders or participates in a further Joint Tender in response to the RfT as being in a conflict of interest situation.
- 4) Stated Owned Enterprises can participate in this tender, however the KIAT Evaluation Committee (EC) may request additional information prior to commencing the assessment of the Technical Proposal to ensure there is no conflict of interest in relation to project stakeholders and/or beneficiaries. Should the EC determine that potential conflict of interest exists, then KIAT reserves the right to exclude any such tender prior to the technical assessment taking place.

#### 5.36 False or Misleading Claims

- 1) If a Tenderer is found to have made false or misleading claims or statements or to have obtained improper assistance connected with the preparation of its tender or its participation in this RfT process, DT Global may remove the tender from further consideration.

#### 5.37 Unlawful Inducements

- 1) Tenderers, their officers, employees, agents and advisers must not violate any applicable laws or Commonwealth policies in relation to unlawful inducements in connection with the preparation of a tender or participation in this RfT process.



Submission of the tender by the Tenderer constitutes a warranty by the Tenderer in this regard.

- 2) If a Tenderer is found to have violated any applicable laws or Commonwealth policies regarding the offering of inducements connected with the preparation of its tender or its participation in this RfT process, DT Global may remove the tender from further consideration.

#### 5.38 Collusive Tendering and Improper Assistance

- 1) Tenderers, their officers, employees, agents and advisers must not engage in any collusive tendering, anti-competitive conduct or any similar conduct with any other Tenderer or person in relation to the preparation of a tender or participation in this RfT process.
- 2) If a Tenderer is found to have engaged in any collusive tendering or other anti-competitive practices with any other Tenderer or any other person in the preparation of its tender or its participation in this RfT process, DT Global may remove the tender from further consideration.

#### 5.39 Commonwealth Procurement Rules and PGPA Act

- 1) Tenderers should be aware that the Commonwealth Procurement Rules ("CPRs") and the Public Governance Performance and Accountability Act Rules 2013 (Cth) ("PGPA Act") as amended from time to time, apply to this RfT. The CPRs are available at: <https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>. The PGPA Act is available at: <http://www.comlaw.gov.au>.

#### 5.40 Privacy, Disclosure and Confidentiality

- 1) DT Global will treat as confidential any information provided by the Tenderer prior to the award of a contract (other than information in the public domain).
- 2) Once a contract has been awarded to the Preferred Tenderer, DT Global will not keep information provided by that Tenderer as confidential unless:
  - a. the Preferred Tenderer requests specific information which it considers should be kept confidential;
  - b. the specific information is by its nature confidential or is personal information under the Privacy Act 1988 (Cth); and
  - c. DT Global agrees to that request or is otherwise bound by law not to disclose the information.
- 3) In considering a request for confidentiality, DT Global will consider whether disclosure would cause detriment to the Preferred Tenderer or a third party.

- 4) DT Global will also consider whether confidentiality is supported by the underpinning principles of Commonwealth procurement such as value for money, accountability and transparency.

#### 5.41 Application of Law and Commonwealth Policy

- 1) Tenderers must at all times abide by Commonwealth Law and Australian Government policies.
- 2) DT Global reserves the right in its absolute discretion to exclude from consideration any tender:
  - a. where any of the Tenderer's proposed personnel have been convicted of, or are being investigated for, a criminal offence;
  - b. on the grounds of bankruptcy, insolvency or significant deficiencies in performance of any substantive requirement or obligation under a prior contract in accordance with Rule 10.16 of the CPRs;
  - c. which is late, incomplete (including those with electronic files that cannot be read or decrypted) or which DT Global believes to potentially contain any virus, worm, malicious code, disabling features or anything else that might compromise the integrity or security of DT Global's computing environment; and
  - d. where the Tenderer is on the World Bank List or a Relevant List or becomes the subject of an investigation or temporary suspension which may lead to it becoming so listed.

#### 5.42 Complaints

- 1) Any complaints arising out of the RfT process should be made in writing to the KIAT Procurement Team as nominated in the Tender Particulars of this RfT.

#### 5.43 Governing Law

- 1) This RfT is to be construed in accordance with, and any matter related to the RfT process is to be governed by the laws of Australia. Australian laws will have sole jurisdiction for any dispute resolution.

## Annex 1 Description of Services

See attached.

## Annex 2 Subcontract Template

See attached.

## Annex 3 Forms and Templates

## Attachment 1 – Cover Letter of Technical Proposal

### A. Covering Letter

[Please use organisation letterhead or lead organisation letterhead of the consortium]

Date Month Year

To:

The KIAT Evaluation Committee  
Menara Standard Chartered, 20th Floor  
Jl Prof Dr Satrio No. 164, Jakarta Selatan  
Jakarta 12930, Indonesia  
Email address: Tender.Box@KIAT.or.id

Subject: Covering letter for Technical Proposal submission

Dear Sir/Madam

The person whose signature is attached below is authorised to sign and submit these documents:

Name of person	:
Position	:
Name of Organisation	:
Organisation Address	:
Office phone number	:
Mobile phone number	:
e-mail address	:

In accordance with the RfT for (name of activity), we submit the following documents:

- 1) Cover Letter of Technical Proposal (Annex 3, Attachment 1)
- 2) Tender Declaration (Annex 3, Attachment 2)
- 3) Organisation Information/Consortium Information including Financial Statements (Annex 3, Attachment 3)
- 4) Tenderer's Conformity Checklist (Annex 3, Attachment 4)
- 5) A Technical Proposal of up to (maximum) 30 pages, that addresses the Description of Services and each of the technical submission evaluation criteria; and
- 6) Annexes of Technical Proposal
  - a. Specified Personnel Table (Annex 3, Attachment 5)
  - b. Specified Personnel CV's with up to four pages per person (Annex 3, Attachment 6)
  - c. Organisation's Relevant Past Experience (Annex 3, Attachment 7)
  - d. Work Plan (Annex 3, Attachment 8)

- e. Team Member Inputs (Annex 3, Attachment 9)
- f. Risk Register (Annex 3, Attachment 10)
- g. Mobilisation Plan (Annex 3, Attachment 11)
- h. Due Diligence Preliminary Partner Statement (Annex 6)
- i. Proposed changes and comments to draft contract terms and conditions (*if any*).

The validity of our proposal is 180 calendar days from the closing date of the tender.

*If applicable* - We acknowledge that we are the leader of the consortium. The members of the consortium are:

XXX

We have read and understood the information in this RfT and acknowledge that if it is found that documents do not comply with the requirements outlined that our tender will be non-conforming.

We agree that the KIAT Evaluation Committee is not bound to approve our tender, or do they need to provide any reason for this.

We also declare that the information contained in this tender is correct and up to date.

Signature

## Attachment 2 – Tender Declaration

[Please use organisation letterhead or lead organisation letterhead of the consortium]

I, (*name, address and corporation of person making the declaration on behalf of the organisation or the consortium*), do solemnly and sincerely declare, on behalf of the Tenderer and on behalf of myself, that:

### 1. Definitions

In this statutory declaration:

- “Tender” means the document submitted or to be submitted by (details of tendering corporation as appropriate)
- “Tenderer” means XXX (insert details of Tenderer organisation as appropriate);
- “Tender Price” means the fees, rates and prices indicated by a Tender as being the amounts for which that Tenderer is prepared to undertake the Services;
- “Client” means the Indonesia Australia Partnership for Infrastructure (KIAT);
- “Request for Tender” or “RfT”
- “Services” means the services described in the Description of Services for this Activity;

### 2. Preamble

I hold the position of (*managing director or other title*) of the Tenderer and am duly authorised by the Tenderer to make this declaration on its behalf.

### 3. Rights of Indonesia Australia Partnership for Infrastructure (KIAT)

#### 3.1. RfT Process – DT Global reserves their right to:

- 3.1.1. Cease to proceed with the RfT
  - 3.1.2. Suspend or vary the RfT
  - 3.1.3. Require additional information from Tenderer
  - 3.1.4. Call for new tenders
  - 3.1.5. Reject any tenders that do not comply with the RfT or for any other reason
- DT Global may exercise this right without any liability for costs, losses or expenses or damages incurred by the Tenderer and are not required to give any grounds for their actions. DT Global is not bound contractually or in any other way to any Tenderer by this RfT.

#### 3.2. Ownership - When the tender is submitted it becomes the property of DT Global and they can use it as they wish for the purpose of evaluating the tender and in potential contract negotiations with the Tenderer. The Tenderer retains their right to any intellectual property submitted in the tender.

#### 3.3. Background Checks – DT Global has the right to conduct security, probity and financial checks on the Tenderer at their discretion for the purpose of evaluating the tender.



3.4. *Negotiation* – DT Global reserves the right to negotiate the price of services with any Tenderer. If negotiation fails, DT Global has the right to terminate negotiations in favour of another Tenderer. Negotiation will only occur:

- (a) At a date, time and address as assigned by DT Global
- (b) With authorised representatives from the organisation/consortium
- (c) To discuss the Technical Proposal, the proposed technical approach and methodology, work plan, organisation and staffing, and any suggestions made by the Procurement Committee will form part of the contract.
- (d) To discuss the financial proposal
- (e) To discuss the draft contract

\* – if negotiations fail, the Evaluation Committee will commence negotiations with the second highest Tenderer.

The Tenderer will be responsible for all associated costs with this tender process.

It is the responsibility of the Tenderer to clarify GOI tax and legal obligations prior to commencing the activity.

#### 4. Tenderer's Acknowledgment

In submitting a tender document, (*Name of the Organisation*) acknowledges the following:

- 4.1. *Understanding* – The Tenderer acknowledges that it has examined and understood all of the tender documents and has satisfied itself of the correctness and sufficiency of the tender. The Tenderer has sought any additional information reasonably required from DT Global and is aware of all risks and other circumstances which may affect their submission.
- 4.2. *Expenses* – The Tenderer is responsible for all expenses incurred in the creation and submission of the tender. This includes providing further information to DT Global as required and resolving any disputes that arise from the tendering process.
- 4.3. *Personnel* - All personnel nominated in the tender have been approached and have confirmed their availability to undertake the Services at the time specified.
- 4.4. *Insurance* – The Tenderer must be insured to at least the minimum of their statutory obligations and carry all commercially prudent insurances for the activities to be undertaken. The tender must provide evidence of such insurances upon request by DT Global.
- 4.5. *Security* - The Tenderer warrants that all necessary arrangements will be made to ensure adequate protection/security for all of their personnel.
- 4.6. *Validity* – All information submitted in this tender will be valid for at least 180 calendar days from the closing day for submission.
- 4.7. *Financial Proposal* - The Tenderer warrants that it can undertake and complete the Services for the Tender Price.

- 4.8. *Financial Assessment:* At any time before the contract is awarded, the Tenderer will, if required by DT Global, make all financial records, including accounts, profit and loss statements, balance sheets and other relevant information available to DT Global.
- 4.9. All materials produced will be copyright protected by DT Global and may not be given to third parties or used in any form by anyone other than DT Global. The drafts and final products are owned by DT Global and may not be used for any other purpose.
- 4.10. *Rights of DT Global* – The Tenderer respects the rights of DT Global as laid out in this RfT.
- 4.11. *Conditions of the RfT* – The Tenderer accepts the conditions of the tender.
- 4.12. *Warrant* – The Tenderer and any subcontractor of the Tenderer are:
- 4.12.1. *Not bankrupt or in the process of going bankrupt.*
  - 4.12.2. *Have not been convicted for an offense concerning professional conduct.*
  - 4.12.3. *Have not been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify).*
  - 4.12.4. *Have fulfilled obligations related to payment of taxes.*
  - 4.12.5. *Guilty of serious misinterpretation in supplying information.*
  - 4.12.6. *Are not in situations of conflict of interest (with prior relationship to project or family or business relationship to parties in The Procurement Committee)*
  - 4.12.7. *Were not declared at serious fault of implementation owing to a breach of their contractual obligations*
  - 4.12.8. *Have no relation, direct or indirect, with any terrorist or banned organisations.*
  - 4.12.9. *Are not on any list of sanctioned parties issued by any Australian Government institution, DIFD, USAID, World Bank, UN agencies, European Union and others.*
  - 4.12.10. *Are not blacklisted by any local/international organisation, Government/semi-government department, NGO or any other company/organisation.*
  - 4.12.11. *Neither the Tenderer nor any of its employees, agents or contractors have been convicted of an offence of, or relating to bribery of a public official, nor are they subject to any proceedings which could lead to such a conviction.*
- 4.13. *Relationship with DT Global* – The Tenderer has not relied on any statement or representation, whether oral or written by DT Global unless it is contained in the RfT or addenda. The Tenderer acknowledged that it did not use any improper assistance from DT Global or any of its employees or any information illegally obtained in the preparation of the tender submission.
- 4.14. *Collusive Tendering* – The Tenderer declares that they (including affiliates or agents of the Tenderer) have no knowledge of the technical or financial tender of any other Tenderer when they submit their tender. They also declare that they have not and will not disclose any of the details of their tender submission to any other person or organisation prior to the closing date for the RfT.
- 4.15. *Cover Tendering* – The Tenderer declares that they (including affiliates or agents of the Tenderer) have not provided any assistance to other organisations to prepare a tender

when the other organisation has no genuine intention to compete for the tender. The Tenderer further declares that they are genuinely competing for the contract and is not submitting a 'cover tender.'

- 4.16. *Unsuccessful Tenderer' Fees* – The Tenderer declares that they (including affiliates or agents of the Tenderer) have no agreements or arrangements to reward in any way unsuccessful Tenderer if the Tenderer is successful in the tender.

*(Signature of person making declaration)*

Declared at ( ) on the ( ) day of ( )

Before me,

*(Title of person before whom the declaration is made)*

### Attachment 3 - Organisation Information

All organisations are requested to complete the information in this form. Each consortium members will need to also complete the form.

Name of organisation:	
Status: (e.g. PT, CV, Other)	
Parent company: (if applicable)	
Registration no./Deed of organisation: (if applicable)	
Organisation address:	
Telephone:	Contact:
Fax:	Email:
Website: (if available)	Contact person for this activity: (name, position, telephone, email)
Number of employees (local/international) in Indonesia: (If applicable)	
Organisation chart to be attached:	
List of management names and position:	
A copy of the audited Financial Statements of the organisation for the last two years:	

\*The lead organisation can associate with other organisations. Only the lead organisation can be contracted, and they will do so only if they have gained the authority to sign the contract and bind the consortium.

Consortium letters are to be provided as part of the supporting documentation for this section.

#### Attachment 4 – Tenderer's Conformity Checklist

This checklist is provided to Tenderers to ensure that the tender conforms to the requirements of the RfT, however this does not constitute conformity. It should be considered that all requirements detailed in the RfT are mandatory and that failure to comply with the requirements detailed in the RfT may lead to a Tenderer's tender being deemed non-conforming.

DESCRIPTIONS	CHECKED
<b>TECHNICAL PROPOSAL AND ANNEXES</b>	
Are the Technical Proposal and annexes in English and all measurements expressed in Australian legal units of measurement?	
Is the Technical Proposal within the specified page limit?	
Does the Technical Proposal address the selection criteria?	
Does the Technical Proposal indicate the Tenderer's nominated contact person and contact details on the first page?	
Are the Technical Proposal requirements attached?	
Is the covering letter of the Technical Proposal and bid declaration signed by the authorised person?	
Have at least two referees in the company's Experience Sheet Format been nominated and confirmed that they are: a) Not an employee of, or the holder of a current executive office (or similar position) within the organisation of, or do not have a business in association with the Tenderer or a subsidiary of the Tenderer? b) Not DFAT, DT Global or KIAT employees?	
Are both the Technical Proposal and attachments: a) in Calibri font, font size 11, unless specified otherwise in the RfT? b) Absent of any DFAT, DT Global and KIAT logo?	
Is Technical Proposal uploaded separately from the Financial Proposal?	
Is the Due Diligence Preliminary Partner Statement Form completed and signed by authorised person in your organisation and attached in your Technical Proposal?	
Is Letter of Consortium/Association/Joint venture attached in your Technical Proposal?	
Is the audited Financial Statements of the organisation (lead organisation) for the last two years attached in your Technical Proposal?	
For electronic submission, has one electronic copy containing all parts and attachments been provided? Does the electronic submission not exceed the maximum total size of 10 MB, per email submission, in PDF format?	
If any, comments and/or feedback on the contract template as attached in Annex 2.	
<b>SPECIFIED PERSONNEL</b>	

DESCRIPTIONS	CHECKED
Are the CVs within the specified page limit and signed and certified by the nominated personnel?	
Do the CVs include the nominated personnel's home base city?	
Do the CVs include the nationality status of the nominated personnel?	
Do the CVs include details of the professional qualifications of nominated personnel (if relevant), including institution and year of award?	
Do the CVs include details of recent relevant professional and development work experience, including the duration and extent of inputs?	
Have at least two referees been nominated on each of the CVs and has it been confirmed that they: <ul style="list-style-type: none"> <li>a) do not have an actual or potential Conflict of Interest?</li> <li>b) are available to be contacted within three weeks of the closing time.</li> <li>c) are not DFAT or former DFAT employee, not included in the tender as proposed personnel, not DT Global or KIAT employees?</li> </ul>	
If Non-Key positions have been named by the Tenderer, are their CVs attached?	
Are the CVs of all nominated personnel (as listed in the team composition, staffing schedule, work plan/course outline, and the Financial Proposal) attached in the Technical Proposal?	
<b>FINANCIAL PROPOSALS</b>	
Is the covering letter of the Financial Proposal signed by authorised person?	
Is the Financial Proposal in the required format?	
Are all advisers (international) assigned with a Job Level and Professional Discipline Category in accordance with the DFAT's Adviser Remuneration Framework?	
Has the Financial Proposal been checked so that it contains no caveats or un-costed elements?	
Is the Financial Proposal a fully costed schedule of rates (expressed in AUD) and based on the inputs and outputs as specified in the Description of Services, including: <ul style="list-style-type: none"> <li>d) all cost complying with RfT and association with all things necessary for the due and proper completion of the assignment?</li> <li>e) necessary insurances required by the contract conditions and for the performance of the services?</li> <li>f) fixed (remuneration allowance, management fee) and reimbursable cost items?</li> <li>g) detailed information on assumptions used in preparing the pricing?</li> </ul>	
Do the names of nominated personnel listed in the Financial Proposal match the names of personnel in the team composition, staffing schedule and work plan schedule?	
Do the number of input days of nominated personnel in the Financial Proposal match with the number of input days of nominated personnel in staffing schedule?	

DESCRIPTIONS	CHECKED
Has one electronic copy Excel sheet containing the Financial Proposal (table 1-8) been provided?	
Has financial table 9 (Value for Money Rationale) been provided? Refer to clause 4.3 above for the description of this particular submission.	
OTHERS	
Has the Statutory Declaration been signed by a person authorised in your organisation?	
Has your file name followed electronic tender file formats, naming conventions and sizes as stated in the RfT?	
Has the Tenderer declared in writing at the time of lodging a bid, any family or personal relationship with DT Global or its employees, or the Government of Indonesia agency/ies in which the consultancy will take place, which might potentially constitute a conflict of interest?	

## Attachment 5 – Specified Personnel Table

- 1) The Tenderer must provide the following details of the specified personnel:
  - a) List of proposed Key/Non-Key Position team members;
  - b) Curriculum vitae for each Key Positions and named Non-Key Positions proposed team member;
  - c) Non-Key Positions are not required to be named for tender submission; where a Tenderer would still like to name a Non-Key Position, their CV will have to be provided;
  - d) Where a Non-Key Position is left blank (to be confirmed), the CVs will have to be provided by the Preferred Tenderer prior to negotiation;
  - e) KIAT will need to approve all appointment to Non-Key Positions prior to engagement;
  - f) The personnel section of the technical assessment will only consider the Key Positions.
- 2) The commitments column in the Specified Personnel Table must include:
  - a) details of proposed personnel commitments to other projects and contemporaneous nominations in other tenders (both DT Global and others) for the period of the project.
  - b) Tenders must submit their responses in the format provided in the tables as set out below.

### Specified Personnel Table format

(Note: In the Total Inputs columns particularly the Home Base and On-Site (O/s) sub-columns, please identify the country location of home base and on-site sub-columns (ie, whether Indonesia or overseas/outside of Indonesia)

Position	LTA (ARF)/LTP/ STA (ARF)/STP*	ARF Discipline Group and Job Level (if applicable)	Name	Total Inputs **		Commitments
				Home Base	O/s	

(\*) STA= Short Term Adviser (Financial Table 4), STP = Short Term Personnel (Financial Table 5)

\*LTA = Long Term Adviser (Financial Table 2), LTP = Long Term Personnel (Financial Table 3), O/s = On site

(\*\*) Inputs in months for LTA/LTP and days for STA/STP



## Attachment 6 – Specified Personnel CV's

- 1) Maximum of four A4 pages per CV.
- 2) CV to be presented with the headings below.
- 3) Two referees to be nominated with contact details. CVs lacking this information may be excluded from consideration in the tender assessment.
- 4) Refer to Description of Services for skills requirements.

Proposed Position for this Project	[insert position]
Name	[insert name]
Contact Details	[insert address/ email/phone numbers]
Date of Birth	[insert DOB dd/mm/yyyy]
Nationality	[insert nationality]
Resident status	[insert resident status]
Education	[List qualifications in reverse chronological order, including name and date of award, plus name of the awarding institution]
Other Training	[List any other training]
Professional Qualifications	[insert qualifications including institution and date of award]
Language and Degree of Proficiency	[List language and degree of proficiency in speaking, reading and writing]
Membership in Professional Societies	[List memberships]
Professional Work Experience	[insert details of relevant experience including employer, position held, country, duration and description of duties]
Tasks Assigned under this Project	[insert tasks to be performed under this project]
Work completed that best illustrates capability to handle project tasks	[insert project title, country, year, position and description for each example]
Referees	
1. Name:	2. Name:
Position:	Position:
Address:	Address:
Email:	Email:
Telephone/mobile:	Telephone/mobile:

"I, [insert name], declare that:

- (a) the information provided in this CV is accurate and hereby authorise DT Global to make whatever inquiries it may consider reasonable and necessary to undertake in the course of the Tender assessment in relation to the information I have provided in this CV or any other matter which may relate to my suitability for the position for which I have been nominated;
- (b) I am available to participate in the Project in the role in which I have been nominated in the tender for the period or periods indicated in the tender;
- (c) I am a person of good character; and
- (d) I have not been convicted of any criminal offence, including any related bribery of a public official, nor am I subject to any ongoing proceedings."

5) Signature : Date : /

## Attachment 7 – Organisation/Consortium Relevant Past Experience

- 1) The Tenderer must present details of relevant activities or projects in which the Tenderer has been involved which demonstrate the Tenderer's ability to fulfil the objectives of the project. Relevant activities may include on-going activities or projects. This attachment may contain up to ten past experience activities/projects. Details of each activity should be submitted in the format provided below and must not exceed two A4 pages.
- 2) Tenderers must provide information in the Referees section of the Past Experience Forms.

### Annex 2 – Past Experience Form Format

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

#### Attachment 8 – Work Plan

- 1) The Tenderer must provide a detailed Work Plan for the project showing dependencies (e.g. Gantt Chart or Critical Path Method identifying resources, dependencies and milestones). Dates referring to commencement or mobilisation are indicative only and may be varied by DT Global. This attachment must be no more than three (3) pages long and may be presented on A3 paper.

## Attachment 9 – Team Member Inputs

- 1) The Tenderer must provide a table which shows the proposed inputs (days for short term personnel and months for long term personnel) per team member over the total duration of this project. The table should at a minimum include position, category (LTA/LTP; STA/STP), ARF discipline group and job level (if applicable), team member name (where applicable) and must be provided in MS Excel and pdf formats. The table should be similar to below.

				Month 1	Month 2	Month 3	...	Month n	Total Yr 1	Total Yr 2	Total Yr 3	Grand Total
Position	*LTA/LTP /STA/STP	ARF Discipline Group and Job Level (if applicable)	Name	MM-20XX	MM-20XX	MM-20XX	...	MM-20XX				

(\*) LTA = Long Term Adviser - ARF (Financial Table 2), STA= Short Term Adviser - ARF (Financial Table 4),  
LTP = Long Term Personnel – non-ARF (Financial Table 3), and STP = Short Term Personnel – non-ARF (Financial Table 5)

## Attachment 10 – Risk Register

- 1) The Tenderer must provide a detailed Risk Register. The register must identify:
  - a. all risks that can be reasonably anticipated;
  - b. the level of probability of the risk eventuating;
  - c. the impact on the activity if the risk eventuates along with possible options for ameliorating the risk;
  - d. the entity(s) responsible for managing the risk; and
  - e. the approach to be taken to mitigate any impact.
- 2) The format for the Risk Register to be used is based on DFAT's Risk Factors Screening tool. The Excel document can be found at this [link](#). Please refer to the tab titled "3. Risk Register". Please note that this is the only tab of the Excel document that needs to be populated and submitted as part of the tender.

#### Attachment 11 - Mobilisation Plan

- 1) The Tenderer must provide a detailed Mobilisation Plan of no more than five pages outlining the approach to mobilisation during the first three months of the project. The Mobilisation Plan must include provision for:
  - a. establishment of communication channels with DT Global, GOI and other key project stakeholders;
  - b. a description of all obligations required to be performed by the contractor to implement the services, and their timing, including but not limited to:
    - i. establishment of report preparation and delivery mechanisms;
    - ii. establishment of financial control procedures;
    - iii. establishment of all other management and administration requirements; and
    - iv. any other matters specified in the Description of Services.

## Attachment 12 - Format of Financial Proposal Covering Letter

(Please use organisation letterhead or lead organisation letterhead of the consortium)

Date Month Year

To:

The KIAT Evaluation Committee  
Menara Standard Chartered, 20<sup>th</sup> Floor  
Jl Prof Dr Satrio No. 164, Jakarta Selatan  
Jakarta 12930, Indonesia  
Email address: Tender.Box@KIAT.or.id

Subject: Covering letter for Financial Proposal submission

Dear Sir/Madam

The person whose signature is attached below is authorised to sign and submit these documents:

Name of person	:
Position	:
Name of organisation	:
Organisation address	:
Phone number of the organisation	:
Mobile phone number	:
Email address	:

We propose for the (name of project), the total cost of XXX (in words and numbers). The price includes any discount offered. This amount is inclusive of VAT for the procurement of goods and services pertaining to our tender. GST or VAT applied to invoiced costs to DT Global are only included in Table 8: Tender Price.

The validity of our Financial Proposal is 180 calendar days from the closing date of the tender.

We have read and understood the information downloaded within this RfT. We acknowledge that if it is found that documents do not comply with requirements laid out in the RfT or if they are incorrectly obtained, that our organisation will not be able to be considered as the successful tenderer.

We agree that the Evaluation Committee is not bound to approve our Financial Proposal and is subject to negotiation.

We certify that we have not offered any financial or other incentives to the KIAT Evaluation Committee or members of the KIAT team.

Signature

## Annex 4 KIAT MEL-P Strategy

See attached.



## Annex 5 KIAT GEDSI Strategy

See attached.

## Annex 6 KIAT Due Diligence Preliminary Statement Form

See attached.