



Australia Awards

# Australia Awards Africa

## Enhancing Continental Trade Facilitation in Africa

Request for Tender #02 / 2024

November 2023



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## Acronyms and Abbreviations

Acronym	Description
ABN	Australian Business Number
ACN	Australian Company Number
AUD	Australian Dollars
DFAT	Department of Foreign Affairs and Trade (Australia)
GEDSI	Gender Equality, Disability and Social Inclusion
GST	Goods and Services Tax
IP	Intellectual Property
MEL	Monitoring, Evaluation and Learning
RFT	Request for Tender
RTO	Registered Training Organisation
TAP	Technical Assessment Panel

# 1 Introduction

## 1.1 Invitation to Tender

Palladium International Pty Ltd, the Managing Contractor for the Australia Awards Africa (the Program) is seeking tenders for a cost-effective solution to the design and delivery of a short course: Enhancing Continental Trade Facilitation in Africa for 25 participants. Details of the course are included later in this RFT (see Section 4 – Scope of Services) and should be read in conjunction with the Program’s Short Course Provider Handbook.

To be eligible to tender for the design and delivery of this short course, the lead business must be a Registered Training Organisation (RTO) in Australia, or an Australian tertiary institution as defined in the Higher Education Support Act, 2003 Table A, B and C. The lead business is encouraged to establish or build partnerships with African Institutions and centres of excellence, and to actively involve African partners in elements of course design and delivery.

## 1.2 Key dates and details related to this RFT

A timetable for the tender process is outlined below:

Description	Date/ Details
Request for tender released	Friday, 1 December 2023
Closing date for registration of intent to submit a tender	5.00pm local time in Adelaide Friday, 15 December 2023 <u>Note:</u> Only registered Tenderers will receive any addenda to the RFT.
Contact person for registration or enquiries related to this RFT	Sian Clarke (Senior Manager – Higher Education)
Closing date for questions on the RFT	5.00pm local time in Adelaide Friday, 15 December 2023 <u>Note:</u> All queries pertaining to the RFT must be sent to: <a href="mailto:tenders@australiaawardsafrica.org">tenders@australiaawardsafrica.org</a> before this closing time.
Closing date for Tender submission	5.00pm local time in Adelaide Sunday, 7 January 2024 <u>Note:</u> Late submissions will not be considered unless the delay is solely due to mishandling by Palladium International Pty Ltd.
Mode of submission	Email submission to: <a href="mailto:tenders@australiaawardsafrica.org">tenders@australiaawardsafrica.org</a> before the Tender submission closing time.
Number of copies and format of Tender	One (1) electronic (.pdf) file of the Technical Proposal including all required annexes. One (1) electronic (.pdf) file of the Financial Proposal.

Description	Date/ Details
Anticipated tender outcome notification date	From late January 2024 <u>Note:</u> date is subject to change at DFAT/Palladium International Pty Ltd discretion.

### 1.3 Introduction to Australia Awards Africa

Australia Awards Africa (the Program) will promote and support African development and Australia’s diplomatic objectives in Africa. The Program builds the capacity and leadership skills of Africans so they can more effectively contribute to development outcomes in their home countries on return from Award. The Program also seeks to promote Australia as a credible and active development partner in Africa. Australia Awards will continue to complement existing initiatives and will have the following major components:

1. master’s scholarships
2. short courses in key strategic priority areas
3. enabling activities that support the successful delivery of Australia Awards
4. other activities to support Australia Awards Africa and the broader Pan-African aid program as and when required.

The goal of the Program is to enhance the development of targeted African countries and their relationships with Australia through alumni contributions. The Program is managed by Palladium’s Higher Education team. Palladium has been implementing Higher Education programs for over 30 years, providing a range of professional services that enable projects and governments, including Australia’s Department of Foreign Affairs and Trade (DFAT) to deliver on their development and strategic objectives. This RFT is for a short course in the key strategic priority area of Enhancing Continental Trade Facilitation in Africa.

### 1.4 Document Structure

This RFT consists of the following sections:

- Section 1: Introduction
- Section 2: Tender conditions
- Section 3: Tender requirements and attachments (including Statutory Declaration)
- Section 4: Scope of Services
- Section 5: Selection criteria and information required for technical assessment
- Section 6: Selection criteria and information required for price assessment
- Attachments 1 – 9: Note that attachment 5 and 6 (Financial Proposal and Indicative Budget), Attachment 8 (Short Course Provider Handbook) and Attachment 9 (Palladium Services Agreement Template) are separate files.

Tenderers should carefully read and familiarise themselves with the RFT documentation, including all attachments to ensure compliance with the tender requirements and ensure they can execute a contract without delay. Tenders deemed non-conforming by Palladium may be rejected.

## 1.5 Definitions

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

“DFAT” means the Department of Foreign Affairs and Trade

“Short Course” means the Mining Governance in Africa short course to be delivered under the Department of Foreign Affairs and Trade, Short Course Awards;

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

“Contract” means Palladium’s draft Services Agreement or Services Agreement;

“RFT” means this document, Palladium’s draft Services Agreement and any Addenda issued by Palladium prior to the closing date and time for the submission of Tenders;

“participant(s)” means people in receipt of an Australia Award to attend a short course.

## 2 Tender Conditions

### 2.1 Corrections and Additions

If a Tenderer finds any discrepancy, error, or omission in the RFT, has a question, or wishes to make an enquiry concerning the RFT, it is to notify Palladium in writing and in accordance with Section 1.2 *closing date for queries*. Where appropriate, answers to any such notices or questions will be given by Palladium in the form of Addenda and will be issued to all registered Tenderers.

Palladium may amend any part of this RFT and attachments prior to the *closing date for tenders* (Section 1.2). Any amendment to, or clarification of, any aspect of the RFT will be issued in the form of an Addenda and provided to all registered Tenderers before the *closing date for tenders* (Section 1.2). Such Addenda will become part of the RFT.

Tenderers' attention is drawn to paragraph 2.19 regarding Addenda.

### 2.2 Expenses

Tenderers are responsible at their own expense for:

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

### 2.3 Ownership of Tenders

All Tenders become the property of DFAT on submission.

Intellectual Property (IP) rights may exist in that the information contained in Tenders will remain the property of the Tenderer.

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

Palladium may make such copies of Tenders, as required for these purposes.

### 2.4 Tenderer's Acknowledgment

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

- a) it examined the RFT documents (Sections 1 to 6 and Attachments 1 to 9)
- b) the RFT specifies Palladium's rights in respect of the RFT and the Tenderer agrees that Palladium may exercise its rights as set out in the RFT in respect to the RFT process
- c) it sought and examined all necessary information which is obtainable by making



reasonable enquiries relevant to Palladium's requirements, including the risks and other circumstances which may affect a Tender

- d) in lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether verbal, written, or otherwise made by or on behalf of Palladium other than any statement, warranty or representation contained in the RFT
- e) it did not use the improper assistance of Palladium's employees or ex-employees, or Commonwealth employees or ex-employees, or information unlawfully obtained from Palladium or the Commonwealth in compiling its Tender
- f) it satisfied itself as to the correctness and sufficiency of its Tender
- g) it is responsible for all costs and expenses related to its involvement in the RFT, in accordance with Section 2.2
- h) Palladium and the Commonwealth are not responsible for any costs or expenses incurred by the Tenderer or any other person in responding to or taking any other action in relation to this RFT, whether or not Palladium terminates, varies or suspends the RFT process or takes any other action permitted under this RFT
- i) the Tenderer understands that the selection of a successful Tenderer and/or Subcontractor must have DFAT agreement before Palladium can award a contract for the activity and that DFAT reserves its rights to accept or reject any Tenderer or Subcontractor for any reason
- j) the Tenderer will comply with the rules set out in this RFT and as applicable to short courses.

## 2.5 Right to Conduct Security, Probity and Financial Checks

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

## 2.6 Palladium's Rights

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

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

## 2.7 Contracting Entity with Palladium

Palladium intends to contract with one legal entity only. If the Tenderer is a member of a

consortium or teaming arrangement then the tender must stipulate which part(s) of Palladium's requirements each entity comprising the consortium or teaming arrangement would provide and how the entities would relate with each other to ensure full provision of the requirements.

Tenderers must provide detailed information on services proposed to be sub-contracted and will be expected to take full responsibility for all sub-contracted services.

## 2.8 Purchasing of Goods and Services

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

## 2.9 Relationship with Tenderers

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

## 2.10 Tender Validity

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

## 2.11 Repeat Courses

Palladium may, from time to time and at its discretion, request a quotation from the selected Tenderer for repeat delivery of the course tendered for within the term of the Agreement. Upon receipt of the quotation, Palladium may enter negotiations with the selected Tenderer for repeat delivery of the course in the same or another location.

**Tenderers interested in being considered for repeat delivery should indicate their interest within the tender proposal submission and specify within the Financial Proposal (Schedules 5 and 6) which costs would not apply to a repeat delivery.** Palladium shall only seek to enter negotiations for delivery of repeat courses in circumstances where value for money can be demonstrated by not going to market.

## 2.12 Contract Format

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

Palladium is responsible for ensuring that the Commonwealth obtains value for money through the tendering process.

The successful Tenderer will be required to enter into a Services Agreement with Palladium in the form outlined in Attachment 9 to this RFT. Tenderers seeking amendments to the Palladium Services Agreement Template (Attachment 9) are required to complete Attachment 7 and submit this along with the Tender by the *closing date for tenders* (Section 1.2). No representation is made by Palladium that proposed amendments will be accepted. This Palladium Services Agreement Template (Attachment 9) may be amended by

Palladium to meet the specific requirements of the relevant short course for the program.

### 2.13 Disclosure of Information Provided by Tenderers

Palladium's selection process for services is conducted in accordance with Commonwealth Procurement Rules. It is Palladium policy not to divulge to one Tenderer, information that has been provided in confidence by another.

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

### 2.14 Technical Assessment

Palladium will rank Tenderers based on technical and financial assessments.

A Technical Assessment Panel (TAP), chaired by a representative from Palladium, will assess each submission using the criteria as set out in this RFT (*capacity and training experience, response to course specification, and core personnel*). The technical proposal of each submission will be worth 70% of the total assessment score and will be assessed separately to consideration of the financial proposal.

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

### 2.15 Financial Assessment

Following the technical assessment, the financial proposal of each submission will be assessed using the criteria set out in this RFT (*personnel, course design, delivery cost, and fixed management fee*). The financial proposal will be worth 30% of the total assessment score.

### 2.16 Contract Negotiations

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

If Palladium is unable to satisfactorily conclude contract negotiations with the preferred Tenderer, Palladium reserves the right, at its sole discretion, to terminate the negotiations and enter contract negotiations with the next ranked Tenderer(s).

Palladium expects contract negotiations to be concluded within a reasonable period, nominally within two (2) weeks.

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

Any contract resulting from the Tender process outlined in this RFT is subject to the negotiation of a mutually acceptable contract based on the Palladium Services Agreement Template (Attachment 9).

## 2.17 Payment Policy

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

## 2.18 Intention to submit a tender

Interested parties are strongly encouraged to register their intention to submit a Tender no later than the date set out in Section 1.2.

Those parties who have registered their intention to submit a Tender by this time and date will be provided with any subsequent Addenda to the RFT. Parties who have not registered their intention to submit a Tender by this time and date will not receive Addenda to the RFT. Addenda may include responses to questions from other proposed Tenderers and/or amendments to the Scope of Services after the RFT is released.

Registrations of an intention to submit a Tender should be transmitted via email to: [tenders@australiaawardsafrica.org](mailto:tenders@australiaawardsafrica.org).

Registration can be made by providing the following information:

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

Providing an intention to submit a Tender will not impose any obligation on any interested party to submit a Tender.

Parties who have registered their intention to submit a Tender are requested to notify Palladium if their intentions change.

## 2.19 Deed of Novation

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

## 3 Tender Requirements

Prospective Tenderers should read this statement of tender requirements carefully, along with the key dates outlined in Section 1.2. At Palladium’s sole discretion non-conforming Tenders may not be accepted.

### 3.1 Tender Format

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

- Tenders are to be submitted in the name of the entity with which Palladium would enter the contract and include the name of the person authorised to negotiate and conclude a contract.
- The font type is to be no smaller than 10 point and in single column format.
- The Palladium or DFAT logo is not to appear on any Tender documentation.
- Number of copies: One (1) electronic (.pdf) file of the Technical Proposal including all required annexes. One (1) electronic (.pdf) file of the Financial Proposal.
- The Financial Proposal is to be submitted as a separate pdf file.

### 3.2 Tender Contents

#### 3.2.1 TECHNICAL PROPOSAL (one separate PDF file)

The Technical Proposal must contain the following parts in the order as below:

##### Cover Page

The cover page must clearly indicate “**Technical Proposal**” and include the following information:

Tenderer’s General Information	
Lead Business Name	
ABN or ACN	
Business type	
Contact person (authorised to negotiate and enter into a contract)	
Registered business office address	
Email	
Phone	
Partner Organisations (as applicable)	

### **Response to the Selection Criteria**

The Technical Proposal must substantively and individually address the selection criteria as set out in Section 5 and be no more than ten (10) A4 typewritten pages (including tables, diagrams, notes and references but excluding title page and annexes). Text in excess of ten pages will not be assessed.

### **Technical Proposal Annexes**

The following annexes must be submitted in the format as requested in Section 5.3:

1. Annex 1 - Organisation's Experience
2. Annex 2 - Curricula Vitae
3. Annex 3 - Draft Training Course Outline (NOTE: no template provided)
4. Annex 4 - Proposed Delivery Schedule (NOTE: no template provided)
5. Annex 5 - Risk Management Matrix
6. Annex 6 - Statutory Declaration

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

The Financial Proposal is to include fully costed quotes in Australian dollars at current prices valid for ninety (90) days from the closing date for the receipt of Tenders.

The Financial Proposal must include the following parts in the order as below:

#### **Cover Page**

The cover page must clearly indicate "**Financial Proposal**", the Tenderer's contact person and contact details.

#### **Schedule 1. Personnel Course Design Cost**

Tenderers must provide details as described in **Attachment 5.1** to this RFT.

#### **Schedule 2. Personnel Course Delivery Cost**

Tenderers must provide details as described in **Attachment 5.2** to this RFT.

#### **Schedule 3. Fixed Management Fee**

Tenderers must provide details as described in **Attachment 5.3** to this RFT.

#### **Schedule 4. Financial Proposal Summary**

Tenderers must provide details as described in **Attachment 5.4** to this RFT.

#### **Schedule 5. Indicative budget**

Tenderers must provide details in the format described in **Attachment 6** to this RFT.

**Note:** Tenderers should be aware that the fixed cost information provided in Schedules 1 to 4 is required to be the same as those costs detailed in the fixed cost component within Schedule 5.

Schedules 1 to 4 form part of the "like-for-like" assessment of the Financial Proposal.

## **3.3 Lodgement of Tenders**

Tenders must be submitted via email to [tenders@australiaawardsafrica.org](mailto:tenders@australiaawardsafrica.org) no later than **5.00pm local time** in Adelaide on Sunday, 7 January 2024.

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

**RFT #02-2024: Enhancing Continental Trade Facilitation in Africa**

Late submissions will not be considered unless the delay is solely due to mishandling by Palladium.

## 4 Scope of Services

### 4.1 Activity identification

<b>Client</b>	Palladium International Pty Ltd
<b>Program</b>	Australia Awards Africa
<b>Short course title</b>	Enhancing Continental Trade Facilitation in Africa
<b>Short course core learning activity location</b>	The core learning activity component of the course must be delivered in Africa, preferably in either Accra, Addis Ababa, or Nairobi
<b>Short course duration and proposed delivery dates</b>	<p>The short course is a blended modality consisting of online preliminary activities, core learning activities in Africa and online applied learning activities.</p> <p>Delivery of online preliminary activities is planned for March 2024, with the core in-Africa component taking place in Apr / early May 2024 and online applied learning activities commencing in June 2024.</p> <p>In addition to outlining the proposed methodology and delivery strategies, Tenderers should specify the estimated time commitment for participants to complete all elements. It is expected that the core in-Africa component will be two to three weeks.</p>
<b>No. of participants</b>	Up to a maximum of 25 participants.

### 4.2 Contract details

<b>Contract Type</b>	Service Agreement to be negotiated between Palladium and the lead Tenderer.
<b>Basis of Payment</b>	Fixed design and delivery costs and management fee plus agreed reimbursable expenses (for example, actual costs incurred in delivery of the course as per an agreed budget including participant allowances, etc.). Reimbursable budget is negotiated with the preferred Tenderer.

### 4.3 Intended outcomes

<b>Program Outcomes</b>	The goal of the Program is to enhance the development of targeted African countries and their relationships with Australia through alumni contributions. The Program builds the capacity and leadership skills of Africans so they can more effectively contribute to development outcomes in their home countries on return from award. The program's four major outcomes are:
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	<ul style="list-style-type: none"> <li>• Alumni are using their knowledge, skills and attitudes to contribute positively in their professional fields or communities;</li> <li>• Alumni are using their new skills, knowledge and attitudes to contribute to gender equality;</li> <li>• Alumni have, or support, links with Australia, Australian organisations, or other Australia Awards alumni; and</li> <li>• Alumni view Australia and Australians in a positive light.</li> </ul> <p>The major components contributing to these four program outcomes are:</p> <ul style="list-style-type: none"> <li>• master’s scholarships</li> <li>• short courses in key strategic priority areas</li> <li>• enabling activities that support the successful delivery of Australia Awards</li> <li>• other activities to support AA Africa and the broader Pan-African aid program as and when required.</li> </ul> <p>The Enhancing Continental Trade Facilitation in Africa Short Course is a priority short course for the Program in 2024.</p>
<p><b>Short Course Indicators</b></p>	<p>Tenderers should refer to the Short Course Provider Handbook, Section 17: Short Course Monitoring, Evaluation and Learning (MEL) for additional information.</p>

#### 4.4 Short Course details

<p><b>Purpose and objectives</b></p>	<p>The purpose of this Short Course is to equip participants with the knowledge and skills to:</p> <ul style="list-style-type: none"> <li>• improve coordination and cooperation between the various parties involved in cross-border logistics operations (public and private sector)</li> <li>• make international trade and cross-border processes more efficient, less costly and accessible</li> <li>• harness data-sharing technologies to best effect</li> <li>• explore opportunities, share knowledge and promote best practice by driving discussions on the success factors and lessons learnt in the implementation of trade facilitation reforms.</li> </ul>
<p><b>Training Content</b></p>	<p>A Course Outline will be developed by the provider to meet the learning objectives. Topics covered may include (but not be limited to) the following:</p> <ul style="list-style-type: none"> <li>• <b>Institutional Arrangements and Cooperation:</b> will examine some of the common challenges to institutional cooperation, which can create inefficiencies. Some of the issues to be discussed include removing silos across government agencies and introducing structures which encourage</li> </ul>



	<p>horizontal coordination. Course providers should reflect on the role of the AfCFTA in creating an environment conducive to coordination at a pan-African level.</p> <ul style="list-style-type: none"> <li>• <b>Digital Trade Facilitation:</b> will examine the systems and functions necessary to enable submission of electronic data and documents in-country to encourage compliance and improve quality and timeliness of data. Measures to be examined include reliable ICT infrastructure and services at borders; automated customs systems; and single window systems. This topic will include strategies to support implementation of the Africa Trade Gateway, launched in June 2023.</li> <li>• <b>Trade Facilitation for Small and Medium Enterprises (SMEs):</b> will explore strategies to enhance capacity for SMEs to increase their knowledge and navigate barriers to trade; reduce their costs; and increase participation in cross border trade.</li> <li>• <b>Promoting a Gender Perspective to Trade Facilitation:</b> participants will enhance their understanding of how trade facilitation and gender issues are interlinked, and the importance of considering trade facilitation through a gender lens.</li> <li>• <b>Empowering Public-Private Partnerships to Facilitate Trade:</b> will examine the vital role of public-private partnerships in trade facilitation reform and discuss how National Trade Facilitation Committees serve as a bridge to maintain and deepen trust and collaboration between both sectors.</li> <li>• <b>Cross-border Trade Facilitation Measures in Times of Emergency:</b> the COVID-19 pandemic has highlighted the importance of enhancing trade and supply chain connectivity and ensuring access to goods and services in times of crisis. The supply chain disruptions during the pandemic have created additional obstacles for vulnerable populations. This topic will reflect on the role of the AfCFTA and the measures to address these obstacles to enable countries to be better prepared in times of emergency or natural disaster.</li> </ul>
<p><b>Course Output</b></p>	<p>The key Short Course output is a Reintegration Action Plan (RAP). The RAP is designed to focus each participant and their immediate supervisor on the outcomes of the Short Course and to encourage integration of the learning outcomes within the workplace and disseminate knowledge amongst colleagues.</p> <p>Using SMART goals (Specific, Measurable, Achievable, Realistic, Time-limited) participants will be encouraged to develop practical approaches to individual RAPs in consultation with the provider and their employer during the Preliminary Learning Activities phase. Participants will be expected to refine their RAP during the Core Learning Elements, with the guidance of the Course delivery team, and to report on the impact of the RAP during the Applied Learning Activities. Participants will be encouraged to consider including cross</p>

	<p>cutting, socially inclusive themes when developing their RAPs.</p> <p>The provider will also be required to report on the extent to which Participants have implemented their RAP, lessons learned throughout the process, and the extent to which training practices have been adopted and/or adapted by the Participants. Inputs and feedback from Participants' employers will also be required. Australia Awards Africa may undertake selected reviews of progress with RAP implementation post-course.</p>
<p><b>Approach to delivery of the short course</b></p>	<p>The Short Course will be delivered via a blended mode (online and in-Africa) using various connected learning strategies. This approach will maximise opportunities for participants to contextualise their learning to their own circumstances and facilitate information exchanges with key stakeholders and counterparts both in Africa and Australia.</p> <p><b>Contextualisation</b></p> <p>Context-informed approaches are strongly encouraged. This includes consideration of the choice of speaker experience, as well as site visits and case studies selection. Tenderers will also be required to demonstrate cultural understanding and the capacity to support diverse student needs.</p> <p>Where applicable, tenderers should partner with African subject matter experts during the design phase to contextualise the learning program.</p> <p><b>Preliminary Learning Activities (virtual)</b></p> <p>The provider will be responsible for delivering a series of activities in the initial phase. The following services are in addition to the mandatory pre-course activities detailed in the <i>Australia Awards Africa Short Course Provider Handbook</i>:</p> <p><u>Learning Needs Analysis</u></p> <p>The provider will conduct a Learning Needs Analysis (LNA) to understand participants' needs and expectations. English language competence assessments for participants selected from non-Anglophone countries must be conducted at this stage, including any adjustments to enable equitable access to learning.</p> <p><u>Introductory online learning modules</u></p> <p>The provider will develop a minimum of three online modules to introduce the course's key objectives. Participants will also be provided with an overview of the RAP development process. Sessions introducing key concepts related to the course topics will be offered, allowing participants to focus on areas they may be less familiar with prior to the Core Learning Elements phase.</p> <p>A summary of participant's reflections and reactions to the online learning experience, and any modifications or adjustments required prior to the Core Learning Elements and Applied Learning Activities components will be outlined in the Preliminary Activities Report.</p> <p><b>Core Learning Elements (in Africa)</b></p>

	<p>The Core Learning Elements will be delivered over two to three weeks in Africa. Preferred delivery locations are: Accra (Ghana), Addis Ababa (Ethiopia), or Nairobi (Kenya).</p> <p>In addition to seminars covering theoretical components, the Course Outline is expected to:</p> <ul style="list-style-type: none"> <li>• incorporate interactive panel discussions with subject experts (Australian and others)</li> <li>• provide virtual and face-to-face events and interactions to facilitate structured networking with Australian and other experts ((virtually where necessary)</li> <li>• include relevant case studies that are context informed</li> <li>• incorporate site visits appropriate to the course objectives.</li> </ul> <p>The provider will prepare a schedule outlining the delivery sequence, methodologies, and time allocations mapped to course outcomes.</p> <p>The course delivery team will be encouraged to offer regular mentoring sessions held between the Core Learning Elements and the Applied Learning Activities. The purpose of these sessions will be to monitor participant progress towards their RAP objectives, and to identify impediments and deploy timely mitigation strategies.</p> <p><b>Applied Learning Activities (virtual)</b></p> <p>The Applied Learning Activities will explore and reinforce the value and importance of the transfer and application of learning through participants' RAPs. Within the Applied Learning Activities framework, participants will be required to:</p> <ul style="list-style-type: none"> <li>• provide an update on progress of their RAPs</li> <li>• share learning and explore solutions to common challenges allowing for further peer-to-peer learning</li> <li>• deliver individual presentations on the progress of RAPs outcomes and impacts.</li> </ul> <p>Participants will be provided support to improve the effectiveness and sustainability of their RAPs by the provider.</p>
<p><b>Participant Profile</b></p>	<p>Participants will be mid-career government officials working in trade departments or in trade-related roles. Selected participants will be positioned within their organisations to effectively influence trade facilitation policy and practice and be able demonstrate a willingness to act as change agents in this field.</p> <p>Female nominations are strongly encouraged. People from non-urban locations, diverse nationalities, and people with disabilities working in the relevant area are also strongly encouraged to apply.</p> <p>All participants must have a competent level of English. The capacity to provide additional support to participants from non-English speaking countries should be considered by the provider, but full translation and interpretation services are not anticipated as requirements</p>
<p><b>Aligned Australian</b></p>	<p>A primary objective of Australia Awards Africa and this Short Course is to develop sustainable professional linkages between participants</p>

<p><b>counterparts</b></p>	<p>and their Australian counterparts. While delivery of the Core Learning Elements will take place in Africa, it is expected that the course provider will engage with AusTrade and other experts from relevant organisations in Australia and globally in a virtual capacity. The selected provider will be expected to identify subject matter experts and to incorporate their inputs across all components of the learning program.</p>
<p><b>Gender Equality, Disability and Social Inclusion (GEDSI)</b></p>	<p>The Australian Government identifies gender equality as a critical cross-cutting theme across the Australian Aid program. The <a href="#">Gender equality and women's empowerment strategy</a> makes clear that gender equality and women's empowerment are a core part of the foreign policy, economic diplomacy, and development work of DFAT. The Government is committed to strengthening its ability to engage in policy dialogue about gender issues globally and advancing its international reputation as a global leader in gender equality and women's empowerment.</p> <p>The strategy establishes three priorities that guide DFAT's work on gender equality:</p> <ul style="list-style-type: none"> <li>• enhancing women's voice in decision-making, leadership, and peacebuilding;</li> <li>• promoting women's economic empowerment;</li> <li>• ending violence against women and girls.</li> </ul> <p>Practical approaches to promoting women as leaders and active participants in decision-making will be explored throughout this short course. Gender-sensitive perspectives will complement relevant theory through the development of individualised RWPs. Consideration of the needs of those from traditionally marginalised groups, including people with disabilities, will also be included.</p> <p>Gender equity will be maintained in the initial nomination and the final selection process. Females, people from traditionally marginalised groups and nationalities, those working with such groups, and people with disabilities working in a relevant area should be strongly encouraged to apply.</p> <p>Section 11 of the <i>Short Course Provider Handbook</i> (Attachment 8) provides further information on these priority cross-cutting themes.</p>
<p><b>Indicative Training Schedule</b></p>	<p><b>Course delivery (estimated dates to be finalised with course provider)</b></p> <ul style="list-style-type: none"> <li>- Online preliminary activities: early Mar 2024</li> <li>- Core learning activities in Africa: Apr /early May 2024</li> <li>- Online applied learning activities: commence Jun 2024</li> </ul>
<p><b>Certification</b></p>	<p>There is no mandatory requirement for formal certification on completion of the training. It is expected the successful Tenderer will award the participants with a Certificate of Completion (template provided to the successful Tenderer by Australia Awards), which will be awarded to participants at the conclusion of the Short Course.</p> <p>All participants who complete the requirements of the Short Course</p>

	will become Australia Awards Alumni.
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#### 4.5 Financial details

<b>Funding of courses</b>	<p>The successful Tenderer is to submit a detailed budget up to the total maximum budget amount of \$480,000 AUD (excl. GST) using the templates included at <b>Attachment 6</b> to this RFT.</p> <p>The indicative budget will be finalised in conjunction with Palladium during contract negotiations.</p>
<b>Invoicing and payment</b>	<p>Palladium will pay the Contractor the Service Fees in instalments known as Milestone Payments based on outputs as summarised below.</p> <p>The Milestone Payments will be payable to the Contractor progressively, on Palladium's acceptance of the satisfactory completion of identified outputs and a correctly rendered invoice.</p> <p>Where a Milestone Payment is to follow acceptance of a report, Palladium will not be obliged to make full payment until all outputs to be achieved by the Contractor in the period covered by the report have been achieved to its satisfaction and within the agreed timeframes.</p> <p>It is expected that the Contractor will submit a correctly rendered final invoice by May 2024.</p>
<b>Value for money</b>	<p>Most aspects of the funding of courses are developed in conjunction with Palladium using the indicative budget template (Course Budget) included at <b>Attachment 6</b> to this RFT. Many costs incurred are reimbursable, so Tenderers can be assured that they do not carry major financial risk in conducting Australia Awards Short Courses. However, within their submissions Tenderers are asked to provide information that will assist Palladium to determine value for money of the tender bid (core personnel course design and course delivery cost, and the fixed management fee to design and deliver the course). Value for money will be a key consideration in the evaluation of proposals.</p>

#### 4.6 Services to be provided

<b>Overview</b>	<p>The successful Tenderer will be responsible for all aspects of the activity, from course design through to course completion.</p> <p>The Short Course Provider Handbook (Attachment 8) has been provided to potential Tenderers and will form a binding part of the contract with the preferred Tenderer. The Short Course Provider Handbook stipulates the requirements for: pre-course preparation; delivery; logistics; welfare/pastoral care; MEL; course materials; and communication and public diplomacy.</p> <p>The various component tasks including any required service levels associated with the course provider's responsibilities are set out in the Short Course Provider Handbook.</p> <p>Tenderers please note:</p>
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- many tasks associated with the delivery of the short course are covered under the reimbursable component of the negotiated indicative budget.
- the provider will be responsible for nominating a representative from the core delivery team to contribute to assessing and ranking eligible and compliant applications, providing a ranked shortlist for DFAT's ultimate selection. The final list of participants will be determined by DFAT.

# 5 Selection Criteria and Information Required for Technical Assessment

## 5.1 Selection Criteria

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

### **A. Capacity and training experience: (10% of the technical assessment)**

The Tenderer must demonstrate:

- i. Capability and expertise to design and deliver a short course in ***Enhancing Continental Trade Facilitation in Africa*** as outlined in the Scope of Services at Section 4.
- ii. Experience in the design and delivery of short courses for international participants, including the ability to provide administrative, logistical and welfare support services as outlined in the Scope of Services Section 4.

### **B. Response to course specification: (60% of the technical assessment)**

The Tenderer must provide details of their approach to design and deliver the short course. Specifically, Tenderers must demonstrate how they will:

- i. Design and deliver the course to enable the achievement of course objectives, as well as program outcomes, including how gender equality, disability and social inclusion will be integrated into course content.
- ii. Tailor course design and delivery to align with the individual work contexts and needs of participants, with specific reference to participants RAPs using an action-based learning approach.
- iii. Design and deliver the course to optimise outcomes within the available budget envelope, providing a value for money approach.
- iv. Effectively monitor and evaluate progress towards, and achievement of, individual participant learning outcomes, as well as the overall progress and success of the course against its objectives.
- v. Effectively address key risks in the design and delivery of the course.
- vi. Facilitate the establishment of linkages between participants and organisations in Africa and Australia to promote collaboration during the short course, including innovative approaches to establishing linkages with Australia.

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

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

- Course Designer (1-3 nominees)
- Course Leader (1-3 nominees)
- GEDSI Specialist (1 nominee)
- Course Coordinator (1 nominee)
- Welfare Officer (1 nominee)

Terms of Reference for these positions are included in the Short Course Provider

Handbook.

To enable a like for like assessment Tenderers must comply with the number of nominees indicated for each position above. It is expected that the successful Tenderer will field the key specialists identified in the proposal. Substitution of these specialists will require Palladium approval.

## 5.2 Annexes

The Technical Proposal should include the following Annexes:

### **Annex 1 – Organisational Experience**

This Annex is to contain Description Sheets of relevant activities which clearly demonstrate the Tenderer's ability to meet the Scope of Services as outlined in Section 4. Up to three (3) Description Sheets can be included and must not exceed one A4 page each. Proformas for these description sheets can be found as **Attachment 1** to this document.

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

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

Position	Name	Nationality	Gender	Brief description of key qualifications, expertise, and experience (in bullet points)	Experience working in Africa	Language skills
Course Designer/s						
Course Leader/s						
GEDSI Specialist						
Course Coordinator						
Welfare Officer						

Certified CVs are to be provided for each of the nominees, to a maximum of three (3) pages, for the following Core Personnel positions **only**:

- Course Designer (1-3 nominees)
- Course Leader (1-3 nominees)
- GEDSI Specialist (1 nominee)
- Course Coordinator (1 nominee)
- Welfare Officer (1 nominee)

CVs should provide a clear response to the duties outlined in the Short Course Provider



Handbook. A proforma for CVs can be found as **Attachment 2** to this document.

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

***Annex 3 – Draft Training Course Program (NOTE: no template provided)***

The Training Program should be devised in sufficient detail to allow for the assessment of the program's structure and content. Synchronous webinars and asynchronous topics/modules should be identified with short descriptions, including the **time commitment required of participants**. Core delivery personnel should also be clearly identifiable for each of the sessions presented (maximum 5 pages). Training Program should also indicate proposed field/site visits.

***Annex 4 - Proposed Delivery Schedule (NOTE: no template provided)***

The Tenderer should indicate dates and timeframes for the delivery of the short course in line with the Indicative Training Schedule noted in Section 4.4 *Short Course Details*.

***Annex 5 – Risk Mitigation Matrix***

A Risk Mitigation Matrix identifying key risks to the successful design and delivery of the course as per the Scope of Services. Tenderers are to complete the proforma as in **Attachment 3** to this document (maximum 2 pages).

***Annex 6 – Statutory Declaration***

Format is provided as **Attachment 4** to this RFT.

## 6 Selection Criteria and Information Required for Price Assessment

### 6.1 Introduction

Tenderers must submit a Financial Proposal as a part of their submission. Palladium is seeking a cost-effective training solution for 25 participants from countries across Africa. Financial Proposals should be flexible enough to consider a change in the proposed participant numbers.

### 6.2 Approach to the Financial Proposal

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

### 6.3 Limited Information Required for Price Assessment

The final *Course Budget* for the Program's short courses is negotiated with the preferred Tenderer and therefore the financial detail required for the Financial Proposal (i.e. price assessment) includes Tenderers personnel costs and management fee.

The *Course Budget* template is provided as **Attachment 6** and consists of two parts, as outlined below. The total course budget (Part A and Part B) must not exceed the total maximum budget amount of \$480,000 AUD (excl. GST).

#### Part A: Fixed (non-reimbursable costs)

- A1 Fixed personnel costs for design of course
- A2 Fixed personnel costs for delivery of course
- A3 Fixed management fee (head office administration costs and fees)

#### Part B: Reimbursable costs incurred by contractor

- B1 Personnel Costs for Course Delivery
- B2 Course Delivery Costs
- B3 Accommodation, per diems and insurance
- B5 In Australia Travel & Transfers
- B6 International Travel and Transfers – Course Provider Team (N/A)
- B7 In-country Delivery – participants only (N/A)
- B8 Other costs and expenses

**Please note** – Estimated reimbursable costs associated with Part B of the *Course Budget* **are to be included as part of the Financial Proposal**. These costs are not assessed as part of the "like-for-like" assessment but will be provided to DFAT as part of the approval process. They will be subject to negotiation with the selected Tenderer as part of the contract process in line with mandated service levels.

## 6.4 Content of Financial Proposal

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

Financial Proposal Criteria
<p><b>Criterion 1: Personnel course design cost</b></p> <p>Personnel costs for the design of the course, expressed as number of days, per person, at a daily rate (i.e. cost of the Course Designer/s). The Tenderer needs to assess the composition of personnel and associated number of days per person required to design the course. Tenderers must provide details in Schedule 1: Fixed personnel costs for design of course.</p>
<p><b>Criterion 2: Personnel course delivery cost</b></p> <p>Personnel costs for the delivery of the course, expressed as number of days per person at a daily rate for each of the five key delivery positions. The positions of Course Coordinator, GEDSI Specialist and Welfare Officer <b>must include a nomination of one person only</b>. Tenderers must provide details in Schedule 2: Fixed core personnel costs for delivery of course.</p> <p>Tenderers need to make their own assessment of how many days per person will be required to undertake these tasks, noting that this component forms part of the like-for-like assessment.</p>
<p><b>Criterion 3: Fixed management fee</b></p> <p>Total management fee to be charged by the Tenderer for the design and delivery of the course as described in the Scope of Services. This must include any applicable insurance as outlined in the Palladium Services Agreement Template (Attachment 9) of this RFT. Tenderers must provide details in Schedule 3: Fixed Management Fee.</p> <p>Tenderers must clearly detail any other fees to be charged to the course (for example financial costs, administration costs, special fees, staff on costs, etc.). Other fees will be subject to approval during the contract negotiation process. Noting this component forms part of the like-for-like assessment.</p> <p>The Fixed Management Fee is exclusive of personnel costs and any other costs directly associated with course design and delivery.</p>

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

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

The format for each of these schedules is provided as **Attachment 5** to this RFT. It is this information that is assessed as part of the like-for-like price comparison.

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

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

the RFT process.

Tenderers are also required to submit an indicative course budget using the template provided as **Attachment 6** to this RFT. Information contained in this indicative budget will be provided to DFAT as part of the approval process and Sections A1, A2, A3 and B may be subject to review as part of contract negotiations.

## 6.5 Retention of Price Component of Tenders by Palladium

Palladium will retain the financial components of all Tenders, including those not considered technically suitable.

## 6.6 Escalation

There is no provision for escalation.

## 6.7 Goods and Services Tax (GST)

Unless expressly stated otherwise, all amounts payable under this Agreement are exclusive of GST.

## Attachment 1 - Organisation Experience Description Sheet Proforma

Short Course title/activity:	
Funding agency:	Approx. value of contract:
Start date:	Completion date:
Name of partner organisation/s, if any:	
Participant profile, please also provide the number of participants that attended the course:	
Short Course overview and objectives:	
Organisation's role in the design and delivery of the Short Course:	
Support services provided:	
Core personnel provided and functions performed:	

## Attachment 2 – Curriculum Vitae Proforma

**Notes: CV must not exceed three pages. Referees MUST NOT be employees of the tendering organisation.**

### Curriculum Vitae

**Position title: e.g. Course Designer**

**Specialist fields of expertise of nominee:**

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**Name:**

**Nationality:**

**Academic qualifications:**

**Languages & degree of proficiency:**

**Professional affiliations:**

**Other training:**

**Countries of work experience:**

**Professional experience (with reference to tender requirements)**

Date/Position/Company:

Dot points of duties and responsibilities:

**Referees:**

Name:

Position:

Company:

Work Phone:

E-mail:

**Certification:**

"I certify that this curriculum vitae is accurate and I acknowledge my willingness and availability to participate in the Short Course tender for *Course name* in the role of *position title*".

**Signature:**

**Date**

### Attachment 3 – Risk Mitigation Matrix Proforma

The table **must be** in landscape and **must not** exceed **two** A4 pages.

#	Risk	Impact on Program	L	C	R	Contractor Risk Management	Nominated Contractor Personnel
1	<i>Sentence summarising the risk to the design and/or delivery of the short course</i>	<i>Sentence summarising the possible impact on the design and/or delivery of the short course</i>				<i>Actions taken by the Contractor to manage the risk including any relevant timeframes</i>	<i>e.g. Course Leader, Course Designer, GEDSI Specialist, Course Coordinator etc.</i>

**KEY**

- L = Likelihood (5 = Almost certain, 4 = Likely, 3 = Possible, 2 = Unlikely, 1 = Rare)
- C = Consequence (5 = Severe, 4 = Major, 3 = Moderate, 2 = Minor, 1 = Negligible)
- R = Risk Level Determined by Risk Level matrix below (4 = Very high, 3 = High, 2 = Moderate, 1 = Low)

**RISK LEVEL**

Consequence \ Likelihood	Negligible	Minor	Moderate	Major	Severe
Almost Certain	Medium	Medium	High	Very High	Very High
Likely	Medium	Medium	High	High	Very High
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Medium	Medium



## Attachment 4 – Commonwealth of Australia Statutory Declaration

### Commonwealth of Australia Statutory Declaration

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

#### Definitions

1. In this statutory declaration:

“**Client**” means Palladium (ABN 23 010 020 201);

“**Services**” means the services described in the RFT for this activity;

“**Tenderer**” means *(details of tendering corporation as appropriate)*;

“**Tender Price**” means the fees, rates and prices indicated by a Tenderer as being the amounts for which that Tenderer is prepared to undertake the Services;

#### Preamble

2. 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.

#### Accuracy of Information

3. The information contained in the Tender including CVs of nominated personnel submitted by *(name of organisation/company)* is factually based and I accept that if such information is found by Palladium to be inaccurate or misleading this may, at Palladium’s sole discretion, result in disqualification of the Tender.

#### Tenderer’s Acknowledgment

4. That *(name of organisation/company)*’s Tender is made on the basis that it acknowledges that:

a) the RFT specifies Palladium’s and DFAT’s rights in respect of the RFT and *(name of organisation/company)* agrees that Palladium and DFAT may exercise its rights as set out in the RFT in respect of the RFT process;

b) *(name of organisation/company)* sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to Palladium’s requirements, including the risks and other circumstances which may affect a Tender;

c) in lodging its Tender *(name of organisation/company)* did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Palladium or DFAT other than any statement, warranty or representation contained in the RFT;

d) *(name of organisation/company)* did not use the improper assistance of Palladium or Commonwealth employees or ex-employees, or information unlawfully obtained from Palladium or the Commonwealth in compiling its Tender;

e) *(name of organisation/company)* satisfied itself as to the correctness and sufficiency of its Tender;

- f) (*name of organisation/company*) is responsible for all costs and expenses related to its involvement in the RFT, including: preparation and lodgement of the Tender;
- I. any subsequent negotiation; and
  - II. any other action or response in relation to the RFT.
- g) Palladium and the Commonwealth are not responsible for any costs or expenses incurred by (*name of organisation/company*) or any other person in responding to or taking any other action in relation to the RFT, whether or not Palladium terminates, varies or suspends the RFT process or takes any other action permitted under the RFT; and
- h) (*name of organisation/company*) will comply with the rules set out in the RFT.

#### **Availability of Personnel**

5. The personnel nominated in the Tender have been approached and have confirmed their availability to undertake the Services at the time specified.

#### **Security of Personnel**

6. The Tenderer warrants that all necessary arrangements will be made to ensure adequate protection/security for personnel in the field.

#### **Tender Price**

7. The Tenderer warrants that it can undertake and complete the Services for the Tender Price.
8. Should the training be deemed successful and a request be received for the Tenderer to repeat the delivery of the Short Course within 12 months, the same tender price will be offered by that Tenderer.

#### **Collusive Tendering**

9. Neither the Tenderer nor any of its servants or agents had knowledge of either the technical component of the Tender or the Tender Price for the Services of any other Tenderer prior to the Tenderer submitting its Tender for the Services.
10. Neither the Tenderer nor any of its servants or agents disclosed the technical component of its Tender or the Tender Price for the Services submitted by the Tenderer to any other Tenderer who submitted a tender for the Services or to any other person or organisation prior to the close of Tenders.

#### **Cover Bidding**

11. Neither the Tenderer nor any of its servants or agents provided information to any other Tenderer, person or organisation, to assist another Tenderer for the Services to prepare a tender known as a “cover bid”, whereby the Tenderer was of the opinion or belief that another Tenderer did not intend to genuinely compete for the contract.
12. The Tenderer is genuinely competing for the contract and its Tender is not a “cover bid”.

#### **Unsuccessful Tenderers’ Fees**

13. Prior to the Tenderer submitting its tender for the Services neither the Tenderer nor any of its servants or agents entered into any contract, agreement, arrangement or understanding that the successful Tenderer for the Services would pay any money or

would provide any other benefit or other financial advantage, to or for the benefit of any other Tenderer who unsuccessfully Tendered for the Tender.

**Competitive Neutrality**

14. The Tenderer has complied with the principles of competitive neutrality in preparing its Tender (publicly owned Tenderers only).

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959, and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

*[Signature of person making declaration]*

*[Optional: Email address and/or telephone number of person making the declaration]*

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

Before me,

*[Signature of person before whom the declaration is made]*

*[Full name, qualification and address of person before whom the declaration is made (in printed letters)]*

*[Optional: Email address and/or telephone number of person before whom the declaration is made]*

### [Attachment 5 - Financial Proposal Tables \(see separate file\)](#)

### [Attachment 6 - Indicative Budget \(see separate file\)](#)

The indicative budget should be completed and lodged as part of the Financial Proposal.

Important note: Part B (reimbursable costs) does not form part of the like-for-like price assessment of this RFT. Part B will be further developed and negotiated with the preferred Tenderer and included in the sub-contractor agreement.

Attachment 7 – Comment on Draft Contract

Note: This form is required to be lodged as part of the Tender.

Clause/schedule/item	Comments	Service provider proposed wording of amendment to clause/schedule/item	Palladium comment (provided to the successful Tenderer through contract negotiations)

Attachment 8 – Short Course Provider Handbook (see separate file)

Attachment 9 – Palladium International Pty Ltd Services Agreement  
Template (see separate file)

