



Request for Tender

RFT AM 8755

Event Planning Services

for the Aus4Skills Program

Structure of Invitation

Part A – Procurement Process Guidelines

Part B – Scope of Services

Part C – Draft Contract

Part D – Selection Criteria and Information Required for Technical Assessment

Part E – Selection Criteria and Information Required for Financial Assessment

RFT AM 8755

Part A

Procurement Process Guideline

Invitation to Tender

You are invited to submit a tender for the provision of:

Event Planning Services for the Aus4Skills Program

Principal

Tetra Tech International Development Pty Ltd

ABN 63 007 889 081

World Park

33 Richmond Road

Keswick SA 5035

Tetra Tech International Development's Requirements

Tetra Tech International Development Pty Ltd (Tetra Tech International Development) as the managing contractor of the Aus4Skills Program on behalf of the Australian Department of Foreign Affairs and Trade in Vietnam, is seeking tenders from service providers in Vietnam to support Aus4Skills in organising professional and high-profile events, as further described in this Request for Tender (RFT), Part B, Scope of Services.

To tender to deliver this service the lead business must be based in Vietnam and be duly licensed by the Vietnamese Government for relevant businesses. This will be a sole provider contract in Vietnam.

The term of the contract will be twelve months from July 2022 to June 2023, with the possibility of extension.

Important Dates

Lodgement and Query Dates	
Invitation Issue Date	23 June 2022
Closing Date for registration of intent to submit a tender	6 July 2022
Last Queries Date	14 July, 5:00 pm Hanoi time
Closing Date and Time	20 July 2022, 5:00 pm Hanoi time
Indicative Timetable	
Completion of evaluation	27 July 2022
Notification to successful and unsuccessful Supplier(s)	27 July 2022
Contract commencement	August 2022

Offers and Lodgement

Alternative Offers	Alternative Offers may be submitted	<input checked="" type="checkbox"/> No
Form of Lodgement	Email to:	procurement@australiaawardsvietnam.org
Offer Validity Period		90 days from the Closing Date and Time

Contact Person

Name	Andrea Wilson
Position	Contracts and Services Director, Aus4Skills
Email	procurement@australiaawardsvietnam.org

Evaluation Criteria

Tenderers will be evaluated on the following criteria as further described in Parts D and E:

- A. Prior Performance and Experience
 - B. Core Personnel
 - C. Price
-

1 Invitation

1.1 Tetra Tech International Development's Requirements

Tetra Tech International Development invites the Tenderer to make an Offer in accordance with this Invitation for the provision of Event Planning Services.

1.2 Additions and Amendments

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

1.3 Accuracy of Invitation

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

Information is provided in good faith and Tetra Tech International Development will not be liable for any omission from this Invitation.

1.4 The Use of Invitation

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

1.5 Procurement Process does not create a Contract

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

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

2 Structure of Invitation

This Invitation consists of four parts:

Part A Procurement Process Guidelines

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

Part B Scope of Services

Part B sets out Tetra Tech International Development's Requirements in detail.

Part C Draft Contract

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

Part D – Selection Criteria and Information Required for Technical Assessment

Part D contains the selection criteria and information required for the Technical Assessment. Each of the criteria identified must be addressed in the Tenderer's Technical Proposal.

Part E – Selection Criteria and Information Required for Financial Assessment

Part E contains the selection criteria and information required for the Financial Assessment. The criteria identified must be addressed in the Tenderer's Financial Proposal.

3 Communication

3.1 Contact Person

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

3.2 Requests for Clarification

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

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

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

Tetra Tech International Development is not obliged to consider any clarification from any Tenderer that it considers to be unsolicited or otherwise impermissible.

4 The Tender Offer

4.1 Format of Offer

The Offer must be completed using the templates provided. The Offer must:

- a) be in English
- b) be endorsed by an appropriately authorised officer with any alterations or prices clearly and legibly stated and any alterations initialled
- c) quote prices in Vietnamese dong that are tax exclusive and, in relation to tax, must state where the tax is applicable and show that amount separately
- d) stipulate fixed prices (unless otherwise specifically required or indicated)
- e) be concise and only provide what is sufficient to present a complete and effective response.

Tetra Tech International Development may disregard any content in an Offer that is illegible.

4.2 Conforming Offer

The Tenderer must submit a Conforming Offer to be considered.

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

4.3 Alternative Offers

The Tenderer may also submit an additional Alternative Offer if this option is specified in the Reference Schedule.

Where the Tenderer proposes an Alternative Offer, the Tenderer must:

- a) first submit a Conforming Offer
- b) identify, in detail, the proposed alternative approach or solution
- c) specify how the Alternative Offer differs from the Conforming Offer (including the effect(s) on any pricing)
- d) state the reasons for each instance of change
- e) clearly demonstrate how the Alternative Offer is beneficial to Tetra Tech International Development.

4.4 Cost of Preparing the Offer

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

5 Lodging an Offer

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

5.1 Email

If the Tenderer is lodging an Offer via email, the Tenderer must satisfy the requirements for email lodgement specified in the Reference Schedule.

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

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

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

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

5.2 Late Offers

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

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

5.3 Validity

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

5.4 Tetra Tech International Development's Use of The Tenderer's Offer Materials

Upon lodgement, all of the Tenderer's Offer Materials will become the property of Tetra Tech International Development.

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

6 Consortia and Sub-Contracting

6.1 Consortia

If the Tenderer is a member of a consortium then the Offer must stipulate which part(s) of Tetra Tech International Development's Requirements that each entity comprising the consortium would provide and how the entities would relate with each other to ensure full provision of Tetra Tech International Development's

Requirements. All consortium members that are not natural persons are to provide details relating to their legal nature and any relevant corporate structure.

Tetra Tech International Development will treat the Tenderer as the preferred contact person for any consortium Offer.

6.2 Sub-contracting

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

7 Procurement Process Conduct

7.1 The Tenderer's Conduct

The Tenderer must:

- a) ensure all communications are undertaken via the Contact Person
- b) declare any actual or potential conflict of interest
- c) not employ or engage the services of any person who has a duty to Tetra Tech International Development as an adviser, consultant or employee (or former adviser, consultant or employee) who has been substantially involved in the design, preparation, appraisal, review and/or daily management of this activity
- d) not offer any incentive to, or otherwise attempt to influence, any employee of Tetra Tech International Development or any member of an evaluation team at any time
- e) not engage in any collusive or anti-competitive conduct with any Supplier
- f) comply with all laws in force in Vietnam applicable to this Procurement Process
- g) disclose whether the Tenderer is acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s)
- h) not issue any news releases or responses to media enquiries and questions regarding this Procurement Process or this Invitation without Tetra Tech International Development's written approval.
- i) The Tenderer must not be named as not complying with the Workplace Gender Equality Act 2012 (Cth);
- j) The Tenderer must not be listed on the World Bank List or any similar List maintained by a development donor or is the subject of an informal investigation or temporary suspension which could lead the Tenderer becoming so listed;
- k) The Tenderer must not be subject to an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of any workplace relations law, work health and safety law, or workers' compensation law, or if the Tenderer is subject, that the Tenderer has fully complied, or is fully complying with the Court or Tribunal order; and
- l) The Tenderer agrees to contract as a single legal entity.

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

7.2 Tetra Tech International Development's Conduct

Tetra Tech International Development will:

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

7.3 Confidentiality

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

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

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

7.4 Commonwealth Procurement Rules and PGPA Act

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: <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/index.html>

The PGPA Act is available at: <http://www.comlaw.gov.au>

7.5 Disclosure of Information Provided by Tenderers

Tetra Tech International Development's selection process for services is conducted in accordance with Australia's Commonwealth Procurement Rules. For the purpose of assessing Tenders, Tetra Tech International Development is required to pass Tenders to Commonwealth Government Departments and Agencies as Tetra Tech International Development sees fit and to relevant Ministers and Parliamentary Secretaries.

It is Tetra Tech International Development policy not to divulge to a Tenderer information that has been provided in-confidence by another.

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

8 Evaluation Process

8.1 Evaluation

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

- a) Prior Performance and Experience
- b) Core Personnel
- c) Price

Tetra Tech International Development will convene an Evaluation Committee (EC) to undertake the value for money evaluation. Members of the EC could be Tetra Tech International Development or DFAT representatives, representatives of the Partner Government, and/or externally engaged experts at Tetra Tech International Development's sole discretion.

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

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

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

In evaluating Offers Tetra Tech International Development will consider:

- a) the Evaluation Criteria
- b) the overall value for money of the Offer

Where mandatory criteria are specified in the Reference Schedule and the Offer does not comply with these criteria, Tetra Tech International Development may choose not to further evaluate the Offer.

Tetra Tech International Development may seek the advice of external consultants to assist Tetra Tech International Development in evaluating the Offers.

Tetra Tech International Development may in its absolute discretion:

- a) take into account any relevant consideration when evaluating Offers
- b) accept all or part of an Offer
- c) invite any person or entity to lodge an Offer
- d) allow a Supplier to change its Offer
- e) consider, decline to consider, or accept (at Tetra Tech International Development's sole discretion) an Offer lodged other than in accordance with this Invitation
- f) seek further information from the Tenderer regarding the Offer including but not limited to requests for additional information or presentations by, or interviews with the Tenderer or the Tenderer's key personnel
- g) seek and evaluate relevant financial viability data concerning any Suppliers' business and related entities including seeking any assistance from third party providers
- h) make enquiries of any person or entity to obtain information about any Supplier and its Offer (including but not limited to the referees)
- i) seek clarification of any technical, commercial, risk or other matters at any stage, and may seek a Best and Final Offer in respect of the offer provided by each Tenderer.
- j) is not bound to accept the lowest priced, highest technical or any Tender.

8.2 Discontinue Process

Tetra Tech International Development may decide not to proceed any further with the Procurement Process for Tetra Tech International Development's Requirement.

8.3 Shortlisting

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

8.4 Negotiation

Tetra Tech International Development may choose to:

- a) enter into negotiations with the Tenderer or any Supplier (including parallel negotiations with more than one Supplier) in order to vary its Offer on grounds of capability / capacity, technical issues, cost, effectiveness, to finalise agreement on the terms of the contract, or any other matters
- b) re-evaluate Offers generally after any negotiation

- c) suspend, discontinue or terminate at any time negotiations with the Tenderer or any Supplier or any other person or organisation
- d) negotiate with the Tenderer or any Supplier for the provision of any part of Tetra Tech International Development's Requirement and negotiate with any other Supplier with respect to the same or other parts of Tetra Tech International Development Requirement and to enter into one or more contracts for part or parts of Tetra Tech International Development's Requirement
- e) negotiate at any time with any organisation that is not a Supplier and enter into a contract in relation to Tetra Tech International Development's Requirement or any part of Tetra Tech International Development's Requirement with that organisation on such terms as Tetra Tech International Development, at its absolute discretion, considers appropriate
- f) seek best and final offers from all or some of the Suppliers. Irrespective of Tetra Tech International Development's right to negotiate and/or seek a best and final offer, The Tenderer is bound by the Offer, and if selected, the Tenderer must be willing to enter into a contract on the basis of the Offer.

8.5 Contract Formation

Tetra Tech International Development may make partial or multiple awards of contract for selected portions of Tetra Tech International Development's Requirement or accept a portion or the whole of any Offer at the price or prices proposed or subsequently agreed.

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

Tetra Tech International Development intends to contract based on the Draft Contract contained in Part C of this RFT. By submitting a Tender, the Tenderer agrees to the Services-Specific and Standard Conditions of Tender, including the Draft Contract. Any non-compliance with the Draft Contract must be documented in the Response Form.

9 Glossary

9.1 Definitions

In this Invitation, unless the contrary intention is apparent:

- a) "Alternative Offer" is an alternative or innovate offer which provides a value for money solution that meets Tetra Tech International Development's Requirements
- b) "Closing Date and Time" means the date and time nominated in the Reference Schedule by which Offers are required to be lodged
- c) "Conforming Offer" means an Offer by the Supplier that includes all requested information, is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria
- d) "Contact Person" means the person nominated in the Reference Schedule authorised by Tetra Tech International Development to communicate with Suppliers about the Procurement Process
- e) "CPR" means Australian Commonwealth Government's Commonwealth Procurement Rules
- f) "DFAT" means Australian Commonwealth Government Department of Foreign Affairs and Trade
- g) "Evaluation" means the process for considering and evaluating Offers in accordance with clause 8.1
- h) "Intellectual Property" means any patent, copyright, trademark, trade name, design, trade secret, knowhow, or other form of intellectual property and the right to registration and renewal of the intellectual property
- i) "Invitation" means this document inviting persons to lodge an Offer
- j) "Last Queries Date" means the date nominated in the Reference Schedule as the last date for Suppliers to seek information or clarification of any matters relating to this Invitation
- k) "Mandatory Criteria" means the criteria considered by Tetra Tech International Development to be critical and identified in the Reference Schedule

- l) "Offer" means the documents constituting an offer lodged by a Supplier to meet Tetra Tech International Development's Requirement in accordance with this Invitation
- m) "Offer Material" means all documents, data, computer programs, computer discs and other materials and things provided by a Supplier in relation to an Offer arising out of this Invitation
- n) "Part" means a part of this Invitation
- o) "Procurement Process" means the process commenced by the issuing of this Invitation and concluding upon the award of a contract (or other outcome as determined by Tetra Tech International Development) or upon the earlier termination of the process
- p) "Reference Schedule" means the reference schedule in Part A of this Invitation
- q) "Scope of Services" means the information about Tetra Tech International Development's Requirement described in Part B
- r) "South Australian Time" means the time applicable to South Australia, as defined at <http://www.australia.gov/about-australia/our-country/time>
- s) "Supplier" or "The Tenderer" means any person or organisation responding to this Invitation by lodging an Offer.

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Part B

Scope of Services

1. Activity Identification		
1.1	Client	Tetra Tech International Development Pty Ltd (Tetra Tech International Development)
1.2	Program	Aus4Skills, Vietnam
1.3	Services	Event Planning Services
2. Contract Details		
2.1	Contract Type	Service Agreement to be negotiated between Tetra Tech International Development and the lead Tenderer. The Letter of Agreement will include all activities detailed in Section 4.
2.2	Contract Duration	August 2022 – June 2023, with the possibility of extension subject to satisfactory performance of the services and availability of funding.
2.3	Basis of Payment	<ul style="list-style-type: none"> • Fixed management fee • Personnel costs • Reimbursable expenses
2.4	Entity Requirements	Tenderers must be based in Vietnam and be duly licensed by the Vietnamese Government for relevant businesses.
3. Program Background and Intended Outcomes		
3.1	Background	<p>The Aus4Skills Program supports Vietnam to access and use high-level professional and technical knowledge, skills and competencies to contribute to its sustainable socio-economic development and stability.</p> <p>The Aus4Skills Program also aims to deepen and further benefit the reputation of Australia's education and skills sector in Vietnam and the region and enhance public diplomacy and economic engagement between counterparts and institutions.</p> <p>Aus4Skills Phase 2 (July 2021 – December 2025) continues and builds on Aus4Skills Phase 1 (February 2016 – June 2021) in facilitating sector, cross-sector and/or national level changes that contribute to Australia's role as a valued strategic partner.</p>
3.2	Program Outcomes	<p>Common across all Aus4Skills components is a focus on three elements: individual capacity building, organisational change and strengthening linkages between Australia and Vietnam. These common elements are expressed as the following Whole-of-Program Outcomes for Aus4Skills Phase 2:</p> <ul style="list-style-type: none"> (i) Inclusive alumni use new skills and knowledge to make positive contributions to targeted areas of Vietnam's development; (ii) Selected Vietnamese Government, private sector, civil organisations and other partners demonstrate organisational change through improved policies, practices or performance standards in targeted areas; and (iii) Australia and Vietnam have stronger sustainable links and partnerships in selected agencies.

4. Activity Details		
4.1	Background	<p>Aus4Skills has developed a reputation for delivering high-quality and valued events for alumni and participants from the Australia Embassy, Government of Vietnam, private and non-governmental sectors. Examples of these events include:</p> <ul style="list-style-type: none"> • Annual Welcome Home event for Vietnamese scholars returning home from their studies in Australia; • Annual Australian Alumni in Vietnam reunions; • Project and activity launching events, signing ceremonies; • Forums involving international and national experts in priority sectors (i.e. vocational education and training (VET) in logistics; higher education capacity building, strategic leadership in Government, etc.).
4.2	Overall Objective	<p>The objective of this procurement is to identify a professional event planning company that can support Aus4Skills from time to time in delivering high-quality, professional events for its partners and stakeholders in Vietnam.</p>
4.3	Required Inputs	<p>Following detailed review of the concept note or briefing for a specific event provided by Aus4Skills, the selected Service Provider will be expected to deliver the following inputs in close consultation with Aus4Skills:</p> <ul style="list-style-type: none"> • Provide input and guidance on the design of event content and schedule • Identify an appropriate venue (at least three options for each event to be presented to Aus4Skills for consideration) • Identify and engage a bilingual Master of Ceremonies • Identify appropriate guest speakers in consultation with Aus4Skills and arrange for their travel and accommodation as required • Arrange the stage and podium • Arrange and manage all audio and visual requirements, including sound systems, lighting, decorations, etc. • Arrange for consecutive or simultaneous interpretation as required • Design the event backdrop, communications materials, event invitations, programs and any other materials required for the event • Arrange entertainment (music, children's games, performances) as required • Arrange for photography, videography and event livestreaming as required • Arrange display booths featuring alumni businesses, alumni groups, Australian universities, etc as required • Arrange for participants to be surveyed at the end of the event to collect participant feedback and evaluate participant satisfaction • Other event planning services as requested by Aus4Skills
4.5	Personnel	<p>Personnel nominated by the Service Provider and approved by Aus4Skills shall be responsible for:</p> <ul style="list-style-type: none"> • Participating in all event briefings with Aus4Skills • Closely following Aus4skills instructions and agreed event concept; • Liaising closely and regularly with all event sub-contractors and Aus4Skills to ensure seamless delivery of events • Making participant feedback/evaluation available to Aus4Skills at the conclusion of each event • Being present at events to provide input and guidance on event delivery • Providing recommendations to Aus4Skills on the design and delivery of future events as requested.

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Part C

Services Agreement

Date

Name

Contractor Company

Address Line 2

Address Line 3

Dear **Name**

RE: **GS XXXX Letter of Agreement for [type of services] Services for [Project Name]**

RECITALS

- A. **Tetra Tech International Development Pty Ltd** (ACN 007 889 081) of Level 3, 33 Richmond Road, Keswick, South Australia, 5035 ("Tetra Tech International Development") carries on the business of a management Contractor and international project manager.
- B. In the course of its business, Tetra Tech International Development engages the specialist services of various Consultants (as Contractors) specifically in connection with the Project described in the Annexure B.
- C. The Contractor carries on the business of a specialist Consultant in the field specified in Annexure B of this document.
- D. Tetra Tech International Development engages the Contractor on a short-term basis to provide the Services and the Contractor agrees to provide the Services on the terms of this Agreement.

The Parties agree that the Recitals are true and form an operative part of this Agreement.

Tetra Tech International Development confirms the appointment of **[Contractor Company/name]** ("Contractor") to carry out **[type of services]** services for the **[Project name]** ("Project").

Unless otherwise specified in the Letter of Agreement, the appointment of the Contractor is governed by:

- a) This Letter of Agreement;
- b) Annexure A – The Terms and Conditions of the Appointment, a copy of which is attached to the Letter of Agreement ("Terms and Conditions"); and
- c) Annexure B – Services to be Rendered by Contractor.

The Parties agree that the Terms and Conditions will apply to and form part of the Letter of Agreement as if those Terms and Conditions were set out in full.

Words in the Letter of Agreement which are defined in the Terms and Conditions will be ascribed the same meaning as in the Terms and Conditions.

1 SCOPE OF SERVICES AND TERMS

The Letter of Agreement confirms the appointment of the Contractor to carry out the services specified in Annexure "B" to the Letter of Agreement ("Services"). The appointment is to undertake Contractor services to

The scope of work is to commence on (DATE)... and be completed by the end of [DATE] or as indicated by the Project Manager.

The Contractor acknowledges that the Services to be provided are short term for [type of services] services generally.

The Services must:

- a) be free from defects in performance;
- b) meet their purpose; and
- c) be complete and in accordance with the description in Annexure B.

The Contractor must commence on the date stated in this Letter of Agreement and the appointment will continue until terminated in accordance with the provisions of the Terms and Conditions or otherwise by law or until the Services are completed.

2 FEE

The Contractor acknowledges that Tetra Tech International Development will directly pay the Contractor the fee ("Fee") specified below, which Fee will be payable in the manner and at such times as is further described below:

- a) The fee will be paid and capped to the maximum of XXX exclusive of GST as reflected in the following:
The fee for service is for XX days at XX per day.
- b) Tetra Tech International Development is to make payment to the Contractor within 30 days from receipt of an accepted payment claim.
- c) The Contractor agrees that any amount paid by Tetra Tech International Development under this agreement can be taken to offset against any claims of underpayment at a later date.
- d) Payment claim is to be addressed to the following:

[Project Name]

C/o [Project Manager name]

Tetra Tech International Development Projects

Address line 1

Address line 2

3 INSURANCE [delete as applicable to the service to be performed]

The Contractor must effect and maintain in accordance with the Terms and Conditions the following policies of insurance. Certificates of currency for each of the policies are to be issued to Tetra Tech International Development within 7 days of receipt of this Letter of Agreement:

- a) Lawful and adequate Workers' Compensation insurance which:
 - i. Fully insures the contractor for any amount it becomes liable to pay under any statute relating to workers' or accident compensation or for employer's liability at common law;
 - ii. Is effected in the Partner Country as well as every state or territory in Australia where its Personnel normally reside or in which their contract of employment was made; and

- iii. Where possible at law, extends to indemnify Tetra Tech International Development as principle for Tetra Tech International Development's liability to persons engaged by the Contractor.

4 REPRESENTATIVES

The Contractor and Tetra Tech International Development each agree to nominate the following representatives for the purpose of receiving and giving instructions in respect of the Services and the Project and for dealing with all matters pertaining to this Letter of Agreement:

a) Contractor's Representative

[Contractor Name]

b) Tetra Tech International Development's Representative

[PM Name]

If you agree to the terms and conditions of the appointment, please sign below and return a copy to this office.

We look forward to working with you on the Project.

Yours Sincerely

[PM Name]

For and on behalf of

Tetra Tech International Development Pty Ltd

PROJECT NAME

I /We _____ hereby accept the terms and conditions of the appointment as set out in this Letter of Agreement and the attached terms and conditions.

For and on behalf of

Date

Enclosures:

1. Annexure "A" - Terms and Conditions of Appointment of the Contractor.
2. Annexure "B" – Services to be Rendered by the Contractor.

ANNEXURE “A” - TERMS AND CONDITIONS OF APPOINTMENT

1. Tetra Tech International Development engages the Contractor, and the Contractor accepts the Agreement to provide the Services specified in Annexure “B” (“Services”) and the Fee proposal.
2. In the performance of the Services, the Contractor must exercise a professional standard of skill, care and diligence expected of a Contractor in the same profession delivering similar services.
3. The Contractor acknowledges that Tetra Tech International Development will directly pay the Contractor the Fee specified in the Letter of Agreement, which will be payable in the manner and at such times as is further described therein.
4. The Contractor acknowledges and agrees not to hold Tetra Tech International Development liable in the event that Tetra Tech International Development does not pay the Contractor in accordance with Clause 3 and Tetra Tech International Development disclaims any liability in the event that the Contractor is not so paid by Tetra Tech International Development.
5. The Contractor must effect and maintain, at the Contractor’s expense, in the name of the Contractor, with an insurance company approved by Tetra Tech International Development, insurance in the amounts specified in the Letter of Agreement.
6. The Contractor indemnifies and keeps indemnified Tetra Tech International Development from and against any claim, demand, action or proceedings of any kind that may be brought (whether during or after completion of the Project) against Tetra Tech International Development for loss, injury or damage to property or person to the extent that such loss, injury or damage to property or person arises out of any negligent act, error, omission or statement by the Contractor, its servants, agents or employees in the performance of the Services.
7. The Contractor must not infringe the Intellectual Property Rights of any person in performing its obligations under this Letter of Agreement.
8. All intellectual property created under this Letter of Agreement and relating to the Services is, from the time of creation of the right, owned by Tetra Tech International Development.
9. The Contractor indemnifies Tetra Tech International Development its officers, employees and agents against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other intellectual property rights, by reason of Tetra Tech International Development’s receipt or enjoyment of the Services.
10. Tetra Tech International Development may, by notice in writing to the Contractor, terminate the Letter of Agreement:
 - a) immediately or at any other time if the Contractor:
 - i. has execution levied against it; or
 - ii. has a provisional liquidator appointed or has a controller, receiver, receiver and manager, administrator, administrator or manager of any of its assets appointed; or
 - iii. becomes an externally administered body corporate; or
 - iv. passes or attempts to pass a resolution for winding up; or
 - v. enters into or attempts to enter into any composition or scheme of arrangement; or
 - b) immediately or at any other time if the Contractor acting in the discharge of its duties is guilty of any fraudulent act or wilful misconduct; or

- c) upon giving not less than 1 months notice in writing to the Contractor.
11. If there is a policy or funding decision which impacts upon the Australia's overseas development assistance budget and associated programs, DFAT has an unfettered discretion to, by notice to Tetra Tech International Development, terminate or reduce the scope of the Head Contract.
 12. Without limiting Tetra Tech International Development's rights under this Contract, at law or in equity, Tetra Tech International Development's rights under this Condition 12 include the discretion to terminate or reduce the scope of this Contract if DFAT determines that the continuation of this Contract, or the continuation of a program or initiative for the purposes of which this Contract was entered into, does not support the achievement of value for money by DFAT.
 13. The Contractor may, by notice in writing to Tetra Tech International Development, terminate the Letter of Agreement:
 - a) immediately or at any other time if Tetra Tech International Development:
 - i. has execution levied against it; or
 - ii. has a provisional liquidator appointed or has a controller, receiver, receiver and manager, administrator or manager of any of its assets appointed; or
 - iii. becomes an externally administered body corporate; or
 - iv. passes or attempts to pass a resolution for winding up; or
 - v. enters into or attempts to enter into any composition or scheme of arrangement; or
 - b) immediately or at any other time if Tetra Tech International Development acting in the discharge of its duties is guilty of any fraudulent act or wilful misconduct which is directly related to the Project or the Letter of Agreement; or
 - c) immediately if there is a failure to pay any instalment of the Contractor's Fee which is properly due and payable by the due date for payment and such default continues for a period of 28 days after the Contractor has requested payment in writing to Tetra Tech International Development.
 14. If the Letter of Agreement is terminated under Conditions 8, 9, or 11:
 - a) Tetra Tech International Development must pay to the Contractor any part of the Fee which has accrued prior to the termination but has not been paid; and
 - b) termination is without prejudice to any rights which may have accrued to either the Contractor or Tetra Tech International Development prior to the date of termination.
 - c) the Contractor agrees that any amount paid by Tetra Tech International Development under this agreement can be taken to offset against any claims of underpayment at a later date.
 15. If Tetra Tech International Development or the Contractor are in dispute regarding any matter arising out of the Letter of Agreement, then either party may, by notice in writing served on the other, request that such dispute be resolved by expert determination of an independent third party acceptable to both parties. If the parties do not agree to such determination within 7 days from the date of service of the notice then the dispute will be determined by arbitration, as provided in Clause 16. If the parties do agree to a determination, the independent third party will act as an expert and not as an arbitrator and the independent third party's decision will be final and binding upon the parties.
 16. Disputes under or arising out of the Letter of Agreement may be referred by either party to arbitration. The arbitrator must be a person appointed by the President for the time being of the Institute of Arbitrators and Mediators Australia (Adelaide SA). The provisions of the Commercial Arbitration Act 1985 will apply to such arbitration.

17. The costs of any expert determination or arbitration proceedings pursuant to the Letter of Agreement will be borne by the parties as the expert or arbitrator may direct.
18. The Contractor cannot assign or transfer any right or obligation under the Letter of Agreement without the written consent of Tetra Tech International Development.
19. Whenever any payment is required to be made by Tetra Tech International Development in accordance with the terms of the Letter of Agreement, Tetra Tech International Development must also pay to the Contractor the amount of any GST required to be paid in addition to that payment and a failure to pay the same is a breach of the terms of the Letter of Agreement.
20. Tetra Tech International Development must pay the GST referred to in Clause 19 at the same time and in the same manner as Tetra Tech International Development is obliged to pay the Fee to the Contractor for the Services, unless otherwise directed by the Contractor.
21. A certificate given by the Contractor to Tetra Tech International Development of the amount of the GST referred to in Condition 19 is conclusive as between Tetra Tech International Development and the Contractor, except in the case of manifest error.
22. Each party must pay its own costs of preparing and executing the Letter of Agreement. Any stamp duties payable on the Letter of Agreement will be payable by Tetra Tech International Development.
23. The Contractor acknowledges that all information obtained in connection with or incidental to the Services, including Confidential Information, is confidential to Tetra Tech International Development.
24. The Contractor acknowledges subject to Condition 25, the Contractor must not use (other than to satisfy its obligations under this Agreement) or divulge such information to any person without Tetra Tech International Development's prior written consent.
25. Subject to laws requiring the disclosing of information or documents, the Parties agree all information obtained in connection with or incidental to the Services, including Confidential Information, are confidential as between the parties and neither party will without the prior written consent of the other disclose any of the Confidential Material to any third party.
26. The reference to a third party does not include Contractors to Tetra Tech International Development or Tetra Tech International Development's employees, Directors or Secretary. It will be sufficient for the written consent of Tetra Tech International Development to be given under the hand of one of its Directors, its Secretary or one of its Senior Managers.
27. The Contractor must immediately notify Tetra Tech International Development if it becomes aware of any use, disclosure or distribution of information in breach of Condition 24 and must provide Tetra Tech International Development with all reasonable assistance in connection with any proceedings which Tetra Tech International Development may institute against such persons in respect of such use, disclosure or distribution.
28. As at the End Date, the Contractor must promptly at its own cost, deliver or cause to be delivered to Tetra Tech International Development, all records of whatsoever nature or description in its possession or under its control which relate to the Service
29. The proper law of the Letter of Agreement is the law of South Australia and each party submits to the non-exclusive jurisdiction of South Australia and any courts which have jurisdiction to hear appeals from any of those courts.
30. The Contractor must ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to:
 - a) organisations and/or individuals associated with terrorism, and
 - b) organisations and individuals for whom Australia has imposed sanctions under: *The Charter of the United Nations Act 1945 (Cth)* and regulations made under that Act;

the *Autonomous Sanctions Act 2011 (Cth)* and regulations made under that Act or the World Bank List or a Relevant List.

31. The Contractor warrants and agrees that:
 - a) It has not engaged, and will not engage, in any Modern Slavery practices;
 - b) it complies with and will continue to comply with Modern Slavery Laws;
 - c) it has investigated the risks regarding Modern Slavery, within its operations, and those of its supply chain;
 - d) it assesses and addresses risks regarding Modern Slavery, including implementing appropriate due diligence and, where required, remediation programs;
 - e) it will, as soon as possible, notify Tetra Tech International Development in writing of any confirmed instances of Modern Slavery arising directly or indirectly in relation to this Agreement or the Project and the actions undertaken by it to remedy the issue;
 - f) it has all the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in clauses 31(a) to (e).
32. The Contractor must comply (and ensure that its subcontractors comply) with any requests made by Tetra Tech International Development to provide any assistance, information, documents or interview any person as required by Tetra Tech International Development to enable Tetra Tech International Development to discharge any obligations arising under the Modern Slavery Laws.
33. The Contractor indemnifies the Tetra Tech International Development against all actions, claims, demands and proceedings against Tetra Tech International Development, and all losses, damages, costs, expenses and other liabilities suffered or incurred by Tetra Tech International Development, arising from any failure by the Contractor to comply with its obligations under clauses 31 to 33.
34. The Contractor must not, and must ensure that its Personnel do not, engage in any Fraud and must prevent and detect Fraud, including Fraud by its Personnel.
35. The Contractor must ensure that its Personnel are responsible and accountable to the Contractor for preventing and reporting any Fraud as part of their routine responsibilities.
36. If the Contractor becomes aware of a Fraud, it must report the matter to Tetra Tech International Development in writing within five (5) Business Days. The written report to Tetra Tech International Development must be signed by a Contractor authorised person and must include the following (where known):
 - a. name of any Personnel (including any sub-contractors) involved;
 - b. the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - c. the names of the suspected offender(s) (where known);
 - d. details of witnesses;
 - e. copies of relevant documents;
 - f. references to any relevant legislation;
 - g. a nominated contact officer;
 - h. any other relevant information (e.g., political sensitivities, any other Party or agency that has been informed, involved or that can assist with investigations); and
 - i. the current status of any inquiries commenced by the Contractor.
37. The Contractor warrants that neither it nor its Personnel will make or cause to be made, receive or seek to receive any offer, gift or payment, or benefit of any kind, which could be construed as

an illegal or corrupt act, either directly or indirectly to any Party, in relation to the execution of this Contract.

38. The Contractor and its Personnel must have regard to and comply with, relevant and applicable laws, guidelines, regulations and policies, including those in Australia and in the Partner Country.
39. The Contractor must ensure that it and its Personnel **comply** with DFAT policies and guidance as identified on the DFAT website: <https://www.dfat.gov.au/aid/australias-development-program>, including:
 - a) the Disability Inclusive Strategy;
 - b) the Child Protection Policy;
 - c) the Preventing Sexual Exploitation, Abuse and Harassment Policy;
 - d) the Family Planning and the Aid Program: Guiding Principles;
 - e) the Environment Protection Policy;
 - f) the Displacement and Resettlement of People in Development Activities Policy;
 - g) the Gender Equality and Women's Empowerment Policy;
 - h) the Guidelines for preparing Accessible Content;
 - i) the Anti-Corruption Policy;
 - j) the Counterterrorism Policy;
 - k) the Fraud Control Policy;
 - l) the Commonwealth Procurement Rules and Guidelines; and
 - m) the Commonwealth Grant Rules and Guidelines.

Notification to Tetra Tech International Development

40. The Contractor must immediately notify Tetra Tech International Development if the Contractor, including its Personnel is:
 - a) subject to a change in Control of its legal entity;
 - b) on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or a Relevant List;
 - c) subject to any proceedings or informal process that could lead to listing on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or a Relevant List;
 - d) temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
 - e) temporarily suspended from tendering by a donor of development funding other than the World Bank; and/or
 - f) the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.
41. The Contractor must inform Tetra Tech International Development immediately if the Contractor becomes aware of any issue that may affect its performance of, or compliance, with this Contract.

ANNEXURE “B” – SERVICES TO BE RENDERED BY CONTRACTOR

Please attach annexure for Contractor’s scope of services.

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Part D

Selection Criteria and Information Required for Technical Assessment

1 Technical Proposal

Tenderers should submit a proposal of up to a maximum of eight (8) A4 pages and required annexes, which substantively and individually address the selection criteria below. The Technical Proposal will be worth 70% of the total assessment score.

2 Selection Criteria

Each criterion headings should be addressed individually in the proposal. The weighting of each of the criterion is provided in the following table:

Criteria

Criteria	Weighting
<p>A. Prior Experience</p> <p>The Tenderer should demonstrate:</p> <ul style="list-style-type: none">• prior experience and success in planning for and managing the delivery of high-profile professional events in Vietnam on behalf of international clients, including alumni reunions, project and activity launching events, signing ceremonies, conferences and forums involving international and national experts;• prior experience and success in managing appropriately skilled teams of individuals who are capable of planning for and delivering high-profile professional events in Vietnam; and• prior experience and success in delivering managerial and logistical requirements similar to those outlined in the Scope of Services.	40%
<p>B. Core Personnel</p> <p>Core personnel will include the following positions:</p> <ul style="list-style-type: none">• Event Coordinator – the key contact who will take the lead in making all arrangements for Aus4Skills events, as further described in the Scope of Services.• Up to three additional event support staff who are able to assist the Event Coordinator in planning for and delivering the event on an ‘as needed’ basis. <p>The Tenderer should provide CVs of nominated Core Personnel which satisfy the following requirements:</p> <ul style="list-style-type: none">• Significant experience in organising and implementing high-profile, professional events• High proficiency in English• Excellent telephone and in-person communication with the ability to work with a wide range of service providers under tight deadlines• Strong interpersonal and listening skills	30%

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Part E

Selection Criteria and Information Required for Financial Assessment

1 Financial Proposal

Tenderers must submit a Financial Proposal as a part of their Submission in the MS Excel spreadsheet provided. It should be a stand-alone proposal and NOT form a part of the Technical Proposal. Quotations should be provided in whole Vietnam Dong (VND). Tenderers should note that inaccurate or inconsistent calculations in the financial component of any Tender may, in Tetra Tech International Development's sole discretion, be grounds for Tetra Tech International Development to deem that Tender non-conforming and exclude it from further consideration under the RFT process.

The Financial Proposal will be worth 30% of the total assessment score.

2 Approach to the Financial Proposal

A financial price assessment of those Tenders assessed as technically suitable by the Tender Evaluation Committee (TEC) will be undertaken by the TEC for Tetra Tech International Development. Tetra Tech International Development reserves the right to provide the financial component of any Tender to TEC members for their examination in the context of resource adequacy evaluation against the selection criteria in the technical assessment process.

3 Limited Information Required for Price Assessment

The final *Service Fees* will be negotiated with the preferred tenderer (including reimbursable costs, if any).

The financial detail required for the Financial Proposal (i.e. price assessment) includes the tenderer's management and administration fee and personnel costs. These should be submitted in the template provided.

The Financial Proposal should be for the **estimated cost of delivering one high-profile event for 100 participants**, as per the Scope of Services.

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.

Criteria	Weighting
The financial detail required for the Financial Proposal (i.e. price assessment) should include the following: <ul style="list-style-type: none">• Personnel costs – Costs for the Event Coordinator and staff members to plan for, manage the deliver one high-profile event for 100 people as described in the Scope of Services. The Tenderer needs to make an assessment of the number of person days required to deliver these services.• Management and Administration Fees - Total management fee to be charged by the selected provider for the delivery of one high-profile event for 100 people as described in the Scope of Services. This must include any additional costs (e.g. financial costs, administration costs, special fees, staff on costs, insurance costs, etc.).	30%