

## **REQUEST FOR TENDER**

**RFT AM 11981**

**for**

### **GENDER EQUALITY, DISABILITY AND SOCIAL INCLUSION AND CLIMATE RESILIENCE PLANNING AND CHANGE MANAGEMENT**

**for**

### **Australia Awards and Alumni Engagement Program - Philippines**

#### **Structure of Invitation**

Part A – Procurement Process Guidelines

Part B – Specification

Part C – Draft Contract

Part D – Response

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## **Part A**

# **Procurement Process Guidelines**

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## REFERENCE SCHEDULE

### 1. Invitation to Tender

You are invited to submit a tender for the provision of:	Modular Training Program on GEDSI AND CLIMATE RESILIENCE PLANNING AND CHANGE MANAGEMENT
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### 2. Principal

Tetra Tech International Development Pty Ltd ABN 63 007 889 081
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### 3. Tetra Tech International Development's Requirements

Tetra Tech International Development Pty Ltd (Tetra Tech International Development) as the managing contractor of Australia Awards and Alumni Engagement Program – Philippines (AAEP-P) on behalf of the Australian Department of Foreign Affairs and Trade, is seeking tenders from Australian and/or Filipino learning service providers who can design and deliver a customised program on GEDSI and Climate Resilience Planning and Change Management GEDSIU
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### 4. Important Dates

Lodgement and Query Dates	
Invitation Issue Date	3 October 2024
Last Queries Date (Manila Time)	22 October 2024
Closing Date and Time (Manila Time)	5:00pm (Manila), Wednesday, 6 November 2024
Indicative Timetable	
Completion of evaluation	11 November 2024
Notification to successful Supplier(s)	12 November 2024
Contract executed	November 2024
Notification to unsuccessful Supplier(s)	November 2024
Contract commencement	c. 20 November 2024

### 5. Offers and Lodgement

Alternative Offers	Alternative Offers may be submitted	<input type="checkbox"/> No
Form of Lodgement		

Form of lodgement	<input type="checkbox"/> Internet/electronic	
Internet/electronic lodgement	Lodgement Address	<a href="http://www.australiawardsphilippines.org/tenders">www.australiawardsphilippines.org/tenders</a>
Offer Validity Period		27 days

## 6. Contact Person

Name	Milalin Javellana
Position	Program Director
Email	<a href="mailto:milalin.javellana@australiaawardsphilippines.org">milalin.javellana@australiaawardsphilippines.org</a>

## 7. Evaluation Criteria

Mandatory criteria	<ul style="list-style-type: none"> <li>The team leader and trainers with qualifications in relevant fields and at least five years of experience in delivering similar programs particularly in GEDSI, strategic planning and change management in public sector context</li> <li>Coaches and mentors with proven experience in the delivery of online and on-the-job training and coaching</li> <li>Members who have designed and delivered training programs to government agencies in the last five years.</li> <li>Subject matter expert in GEDSI and Climate Resilience and Change Management</li> </ul>						
Weighted criteria	<p>The evaluation criteria include, but are not limited to, the following (in no particular order of priority):</p> <table> <tr> <td>A. Technical approach to specifications</td><td>40%</td></tr> <tr> <td>B. Key Personnel proposed</td><td>30%</td></tr> <tr> <td>C. Innovation and Value for Money</td><td>30%</td></tr> </table>	A. Technical approach to specifications	40%	B. Key Personnel proposed	30%	C. Innovation and Value for Money	30%
A. Technical approach to specifications	40%						
B. Key Personnel proposed	30%						
C. Innovation and Value for Money	30%						

## 8. Indigenous Procurement Policy

Indigenous Procurement Policy	<p>It is Commonwealth policy and therefore Tetra Tech International Development policy, to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see <a href="https://www.dpmc.gov.au">https://www.dpmc.gov.au</a> for further information).</p> <p>Respondents should note that the Indigenous Procurement Policy does not apply to this procurement.</p>
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	<p>However, in completing Part D, Response, Respondents are encouraged to provide information on how their organisation or quote stimulates Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.</p> <p>Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and / or use of Indigenous suppliers in the Respondent's supply chain</p>
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## 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 Tetra Tech International Development's Requirements.

### 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 re-produce, 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 Specification**

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 Response**

Part D sets out the format and information that the Tenderer is required to provide in the Offer.

The Tenderer must complete all parts of the Part D Response Schedule.

## **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.

Additional information about this Invitation and any Addendum developed will be made available on the tenders' page of the Tetra Tech International Development website <http://www.@tetratech.com/en/expertise/industry/international-development> and Australian Tenders <https://www.australian tenders.com.au/>

## **4 THE TENDER OFFER**

### **4.1 Format of Offer**

The Offer must be completed using the Part D Response Schedule, (unless the Tenderer is otherwise directed).

The Offer must:

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- 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 Philippine Peso 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

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 the Philippines 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 Indigenous Procurement Policy

It is Commonwealth policy and therefore Tetra Tech International Development policy, to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see <https://www.dpmc.gov.au> for further information).

Tenderers should note that the Indigenous Procurement Policy does not apply to this procurement.

However, in completing Part D, Response, tenderers are encouraged to provide information on how their organisation or tender proposal stimulates Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.

Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and / or use of Indigenous suppliers in the Tenderer's supply chain.

## 7.6 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 RFT AM 11980

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: -

#### Evaluation Criteria

#### Weighting

The evaluation criteria include, but are not limited to, the following (in no particular order of priority):

A. Technical approach to specifications	40%
B. Key Personnel proposed	30%
C. Innovation and Value for Money	30%

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.

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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) visit facilities operated by any Supplier, proposed subcontractors of any Supplier and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).
- k) 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 Clause 12 of Part D - Tenderers' Response Schedule.

## **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) "South Australian Time" means the time applicable to South Australia, as defined at <http://www.australia.gov/about-australia/our-country/time>
- r) "Specification" means the information about Tetra Tech International Development's Requirement described in Part B
- s) "Supplier" or "The Tenderer" means any person or organisation responding to this Invitation by lodging an Offer.