REQUEST FOR TENDER (RfT)

Activity Name: **ESTABLISHMENT OF THE INDONESIA MARKETS ADVISORY PANEL (IMAP)**

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Contact Information

KINETIK Evaluation Committee
RDTX Square, 20th Floor
Jl Prof Dr Satrio No. 164, Jakarta Selatan
Jakarta 12930, Indonesia
Phone: +62 21 3952 4284
Email: tender@KINETIK.or.id

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Contents

1 Introduction 6

1.1 Overview 6

1.2 Panel Procurement Arrangements 7

1.3 Eligibility of Tenderers 20

1.4 Indicative Timeline 21

1.5 Procurement Approach 21

2 Tender Evaluation Overview 22

2.1 Conformity and Compliance Screening 22

2.2 Assessment of Tenders - General 22

2.3 Technical Assessment 23

2.4 Tender Recommendation 24

3 Technical Proposal: Requirements and Evaluation Criteria 24

3.1 Tender Proposal Requirements Overview 24

3.2 Technical Assessment 25

4 Conditions of Tender 26

4.1 Tender Closing Time 26

4.2 Threshold Conditions 26

4.3 Compliance with Commonwealth Policies 27

4.4 Mandatory Minimum Form and Content Requirements 27

4.5 Mandatory Conditions for Participation 28

4.6 Consortia or Joint Venture Tenders 28

4.7 Associate Tenders 28

4.8 Subcontractors 29

4.9 Tender Prices 29

4.10 Incumbent Specified Personnel 29

4.11 Non-conformity - Unintentional Errors of Form 29

4.12 Non –Conformity - Additional Material 29

4.13 Ambiguities, Discrepancies, Inconsistencies, Errors or Omissions 30

4.14 Amendment of RfT 30

4.15 Tenderer Enquiries 31

4.16 Alterations and Amendments to Tenders 31

4.17 Late Lodgment Policy 31

4.18 Electronic Lodgment Process 32

4.19 Electronic Tender File Formats, Naming Conventions and Sizes 32

4.20 Evaluation of Tenders 33
4.21 Security, Probity and Financial Checks 33
4.22 Tender Clarification 34
4.23 Referee Checks 34
4.24 Police Checks 34
4.25 Debriefing 35
4.26 Disclaimer 35
4.27 Tenderer Costs 35
4.28 Insurances 35
4.29 Public Statements 36
4.30 Ownership of Tenders 36
4.31 Tender Validity Period 36
4.32 Entry into Contract and Conduct of Contract Negotiations 36
4.33 The Award and Admission to the Panel 37
4.34 Operation of the Deed of Standing Offer 38
4.35 DT Global's Rights 38
4.36 Conflict of Interest 39
4.37 False or Misleading Claims 39
4.38 Unlawful Inducements 39
4.39 Collusive Tendering and Improper Assistance 40
4.40 Commonwealth Procurement Rules and PGPA Act 40
4.41 Privacy, Disclosure and Confidentiality 40
4.42 Application of Law and Commonwealth Policy 41
4.43 Black Economy 41
4.44 Complaints 42
4.45 Governing Law 42

Annex 1 Description of Services 43

Annex 2 Deed of Standing Offer and Services Order Template 44

Annex 3 Forms and Templates 45
Attachment 1 – Cover Letter of Technical Proposal 45
Attachment 2 – Tender Declaration 47
Attachment 3 - Organisation Information 51
Attachment 4 – Tenderer's Conformity Checklist 52
Attachment 5 – Key Personnel and Indicative Expert Pool Table 54
Attachment 6 – Specified Personnel CV's 55
Attachment 7 – Organisation/Consortium Relevant Past Experience 57

Annex 4 KINETIK Due Diligence Preliminary Statement Form 58

Abbreviations and Definitions

KINETIK	Australia – Indonesia Climate and Sustainable Infrastructure Partnership
DFAT	Department of Foreign Affairs and Trade Australia
GoI	Government of Indonesia
DoS	Description of Services
Adviser	Any entity or person that may provide or provides the Services to the DT Global/KINETIK Project under the Contract/Agreement
Consortium	An organisation can associate with other organisations. If this happens it is called a Consortium. Only the lead organisation can be contracted, and they will do so only if they have gained the authority to sign the contract and bind the consortium.
Day	Calendar day
Organisation	Organisations can be government/non-government, and can include consulting companies, universities, NGOs, training providers, or any relevant legal entity.
Partnership	Australia–Indonesia Climate and Sustainable Infrastructure Partnership (KINETIK)
Proposal	The Technical Proposal prepared by the Tenderer. Proposal is also referred to as the tender.
RfT	Request for Tender
Panel / IMAP	The Indonesia Markets Advisory Panel established through this RfT.
Panel Member	A Tenderer admitted to the Panel and party to a Deed of Standing Offer.
DoSO	Deed of Standing Offer – the standing terms between DT Global and a Panel Member. The DoSO does not commit KINETIK to purchase any services.
Services Order	A written order issued under a DoSO authorising a specific assignment, its scope, deliverables, personnel, timeframe and price.
Service Area	A grouping of services under the Description of Services (Annex 1) for which a Tenderer may apply and be admitted to the Panel. Service Areas are identified as SA-1 to SA-7, and Service Area SA-3 is divided into Sub-Areas.
Personnel Cost	The actual remuneration paid to an individual performing work under a Services Order, inclusive of statutory on-costs and exclusive of any margin, overhead or mark-up. Personnel Cost is established for each assignment under clause 1.2.3.
Management Fee	The percentage, applied to Personnel Cost only, through which a Panel Member recovers overhead, corporate support and profit. The Management Fee is established for each assignment under clause 1.2.3.
Reimbursable Costs	Operational Costs and Adviser Support Costs reimbursed at actual cost under a Services Order, with no mark-up and no Management Fee applied.

Sub-Area	A subdivision of a Service Area for which a Tenderer may separately apply and be admitted to the Panel.
Evaluation Committee (EC)	The committee convened by DT Global to evaluate tenders against the evaluation criteria in this RfT.
Operational Costs	Costs incurred in delivering a Services Order that are not Personnel Cost, including workshop, venue, translation, printing, and local logistics costs. Reimbursed at actual cost.
Adviser Support Costs	Costs of supporting personnel on a Services Order, including mobilisation and demobilisation, airfares, local transport, visas, accommodation, per diems and communications costs. Reimbursed at actual cost.
Request for Services Order Proposal (RFSOP)	The written request KINETIK issues to Panel Members inviting technical and financial proposals for a specific assignment, as described in clause 1.2.3.

TENDER PROCESS

Tender Particulars

Description	Date/Details
Tender Issue Date:	13 November 2028
Tender Closing Time	23:59 pm WIB (GMT +7) on 16 December 2026
Pre-Tender Briefing	1:00 pm WIB (GMT +7) on 25 November 2026 Pre-Tender Briefing is conducted to provide prospective Tenderers with further information about the RT and an opportunity to raise questions. Prospective Tenderers wishing to attend the Pre-Tender Briefing must register by email kinetik.procurement@kinetik.or.id before 3:00 pm (GMT+7) on 18 November 2026, using the subject line: Indonesia Markets Advisory Panel (IMAP) – Organisation/Individual Name – Pre-Tender Briefing Registration. The registration email should include the organisation name, name and position of the representative(s), and contact details. KINETIK will provide registered participants with the briefing details and/or meeting link. Any information provided during the Pre-Tender Briefing will only form part of the RfT where it is subsequently confirmed in writing by KINETIK through an Addendum or other formal written communication. There is no limit on the number of participants to join this pre-tender briefing, however, each participant should register separately. Organisations that are not attending the pre-tender briefing will not be disadvantaged. All information disclosed at the pre-tender briefing will be made publicly available. Meeting Minutes will be made available on the KINETIK website http://www.KINETIK.or.id/opportunities within five working days of the meeting. Should there be any inconsistency between information provided at the pre-tender briefing and the Meeting Minutes, the information contained in the Meeting Minutes is to take precedence.

Enquiry Cut-Off Date	23:59pm WIB (GMT +7) on 30 November 2026 – This is the deadline for Tenderer to send enquiries to KINETIK.procurement@kinetik.or.id
Last Addendum Date	Monday, 3 December 2026 – This is the last day for Tenderer enquiries to be answered. Please regularly check KINETIK website http://www.KINETIK.or.id/opportunities for update or amendment (if any) about this document.
Mode of Submission	Electronically by email to tender@kinetik.or.id before the Tender Closing Time. File size for electronic submissions should not exceed 10mb per email. One electronic submission is required, sent to tender@kinetik.or.id and titled [Technical Proposal] [IMAP] [Organisation Name]. No financial proposal, price schedule, fee rate or other pricing information is required or will be accepted. Any pricing information included in a tender will be disregarded and may result in the tender being treated as non-conforming. Failure to submit the Technical Proposal by the Tender Closing Time will constitute grounds for declaring the tender non-conforming.
Electronic Tender Lodgment Address	Electronically via email to tender@kinetik.or.id before the tender closing time.
Hardcopy Tender Lodgment Address	Not applicable
Business Hours for Hard Copy Lodgment	Not applicable
Tender Validity	180 days
Tender Enquiries	Send enquiries to KINETIK Procurement Team via email address: kinetik.procurement@kinetik.or.id
Number of Copies of Tender and Page Limits	**Technical Proposal** – 1 original in machine readable document PDF (Portable Document Format). Technical Proposal comprising: 1) Cover Letter of Technical Proposal **(Annex 3, Attachment 1)** 2) Tender Declaration **(Annex 3, Attachment 2)** 3) Organisation Information/Consortium Information including Financial Statements **(Annex 3, Attachment 3)**

	4) Tenderer's Conformity List **(Annex 3, Attachment 4)** 5) A Technical Proposal comprising an organisational response of up to eight (8) A4 pages, and a separate capability response of up to four (4) A4 pages for each Service Area or Sub-Area applied for, addressing the evaluation criteria in Section 3.2; and 6) Annexes of Technical Proposal a. Key Personnel and Indicative Expert Pool Table (Annex 3, Attachment 5) b. Key Personnel CVs, maximum four (4) A4 pages per CV **(Annex 3, Attachment 6)** c. Organisation's Relevant Past Experience **(Annex 3, Attachment 7)** d. Due Diligence Preliminary Partner Statement Form **(Annex 4)**. The form must be completed and submitted with the Technical Proposal and may be used to inform assessment of ethical conduct, basic compliance capability, procurement risk and value for money.
Currency	No financial information is to be submitted with this tender. Where financial information is sought from Panel Members at Services Order stage, it must be expressed in Australian Dollars (AUD) or Indonesian Rupiah (IDR) exclusive of GST/VAT. Rates proposed for Indonesian personnel must comply with applicable Government of Indonesia wage and employment regulations.
Font Type/Size and Line spacing	Aptos, regular, size 12, single line spacing
Value of Project	This RfT establishes a panel. Admission to the Panel does not guarantee any minimum volume, value or number of assignments, and no expenditure is committed by this RfT. Assignments will be commissioned through individual Services Orders in accordance with Section 1.2.
Documents Attached to RfT for Information	Annex 1 - Description of Services Annex 2 - Deed of Standing Offer and Services Order Template Annex 3 - Forms and Templates Annex 4 - Due Diligence Preliminary Partner Statement Form

Minimum Content and Format Requirements	The mandatory minimum form and content requirements are: 1) Tenders must be written in English, and all measurements must be expressed in Australian legal units of measurement. 2) Tenders must contain a substantially completed Technical Proposal as outlined in section 3.1 of this RfT.

1 Introduction

1.1 Overview

1) KINETIK, the Australia-Indonesia Climate and Sustainable Infrastructure Partnership, supports Indonesia to deliver and strengthen sustainable infrastructure systems, drive green economic growth, mobilise climate-aligned investment, and advance low-emissions and climate-resilient development. Working with the Government of Indonesia (GOI) and a broad network of public and private partners, the program seeks to expand investment in sustainable infrastructure while ensuring the inclusion of local communities through locally led development, particularly women, girls, people with disabilities and marginalised groups.
2) KINETIK contributes to three inter-related End of Program Outcomes (EOPOs):
    a. Climate resilience: Investments from government, private and community actors increasingly contribute to climate mitigation and adaptation in Indonesia.
    b. Innovative financing: GOI increasingly uses diverse, innovative and high-quality financing to support inclusive, climate-resilient development.
    c. Sustainable infrastructure: GOI delivers sustainable and resilient economic infrastructure, particularly in water, transport and energy, that meets the needs of communities, including women, people with disabilities and marginalised groups.
3) The program builds on long-standing Australia-Indonesia cooperation in infrastructure and climate policy. It promotes locally led development, digitalisation and innovation, integrates gender equality, disability and social inclusion (GEDSI), and works with development finance and private sector partners to mobilise investment and support sustainable infrastructure systems across sectors including renewable energy, water, sanitation and solid waste management, and sustainable transport.
4) KINETIK is supported by the Australian Government's Department of Foreign Affairs and Trade (DFAT) and implemented by DT Global.

    KINETIK intends to establish a panel of suitably qualified service providers that may be invited to undertake assignments within the Service Areas and Sub-Areas described in this RfT.

1.2 Panel Procurement Arrangements

1.2.1 Panel Objectives, Scope and Service Areas

1) KINETIK intends to establish a panel of suitably qualified suppliers to provide services within the Description of Services specified in Annex 1.

2) Tenderers may apply for one, several or all of the Service Areas listed below. Applications are assessed at Service Area level and a separate capability response must be submitted for each Service Area applied for. The Panel will be unranked. KINETIK intends to admit all Tenderers that meet the minimum standard in a Service Area and represent value for money, and expects to admit more than one Panel Member in each Service Area.

Service Area / Sub-Area	Indicative services and scope	Application level (Area or Sub-Area)	Minimum capability/experience	Separate response and page limit
SA-1 – Market Intelligence and Investor Engagement	Practical, investor-tested market intelligence to inform programming, policy engagement and opportunity screening: mapping capital providers and segmenting investor appetite; market diagnostics and structured market sounding; capital	Service Area	At least three comparable engagements in the last five years in market intelligence, investor mapping and structured market sounding with institutional investors, banks, DFIs, impact investors or other capital providers, in Indonesia or comparable emerging markets.	Yes – maximum four (4) pages per Service Area

	pathway mapping and links to Australia-supported financing pathways; analysis of barriers to investor participation, including for GEDSI-responsive investment; structured market feedback to inform activity selection; and over-the-horizon research on capital market trends.			
SA-2 – Pipeline Development, Investment Readiness and Ecosystem Building	Improving the quality and capital-readiness of projects, enterprises, intermediaries, facilities and portfolios before detailed structuring: investment readiness and bankability assessments; pipeline screening tools and readiness diagnostics;	Service Area	At least three comparable engagements in the last five years in investment readiness diagnostics, pipeline development, or preparing enterprises, intermediaries or projects for financing, including GEDSI-responsive pipeline development and ecosystem building.	Yes – maximum four (4) pages per Service Area

	investment briefs, information memorandum outlines and data rooms; incubation, acceleration and targeted technical assistance; demand aggregation models; screening of financing pathways and market-based referral, including from a GEDSI perspective; and documenting lessons.			
SA-3 – Transaction Advisory: Infrastructure Project Financing and Transaction Structuring	Specialist project-level financing and structuring advice: reviewing project opportunities for a credible basis for further work; indicative financing and structuring pathways (public, private, concessional or blended); inputs to, or review of, PPP	Sub-Area	At least three comparable engagements in the last five years in infrastructure project finance, blended finance or PPP structuring and transaction advisory, including PPP feasibility review or transaction support in sectors such as energy, water, waste or transport.	Yes – maximum four (4) pages per Service Area

	feasibility studies; PPP transaction advisory for market preparation and procurement planning; testing project risks that affect finance ability; and advice on the preferred next step (proceed, redesign, sequence, refer or not pursue).			
SA-3 – Transaction Advisory: Innovative Finance and Capital Market Development	Market-level financing advice: reviewing or designing funds, facilities, platforms and co-investment structures; assessing additionality and minimum concessionally of catalytic support; advising on local currency finance and capital market instruments (bonds, sukuk, private credit, long-tenor rupiah	Sub-Area	At least three comparable engagements in the last five years in designing or reviewing funds, facilities, platforms or capital market instruments, including local currency finance and assessment of additionality and concessionally.	Yes – maximum four (4) pages per Service Area

	lending); testing issuer, sponsor or fund manager readiness; identifying enabling-environment constraints; and preparing decision materials such as structure papers, concept notes and implementation roadmaps.			
SA-3 – Transaction Advisory: Guarantee Instruments	Assessing whether a guarantee is an appropriate, additional and proportionate response to a financing constraint; reviewing or designing guarantee concepts (covered risks, coverage level, tenor, claim triggers, loss-sharing); testing crowding-in potential and market distortion risk; advising on institutional and	Sub-Area	At least three comparable engagements in the last five years in the design, appraisal or implementation of guarantees or other credit enhancement and risk-sharing instruments.	Yes – maximum four (4) pages per Service Area

	operational requirements; identifying legal, regulatory, accounting, tax and public financial management constraints; and advice on whether to proceed, redesign, refer or not pursue.			
SA-4 – Inclusive Finance	Designing, testing and strengthening inclusive finance approaches that expand access to appropriate, affordable and safe finance for women, people with disabilities, marginalised groups, MSMEs and climate-aligned enterprises: diagnosing access-to-finance constraints; assessing product accessibility and suitability; advising	Service Area	At least three comparable engagements in the last five years in inclusive finance, including gender lens or disability lens finance, MSME or climate-aligned enterprise finance product design, pilots or evaluation.	Yes – maximum four (4) pages per Service Area

	on gender lens, disability lens, MSME and climate technology finance products; designing or reviewing pilots; reviewing impact and GEDSI frameworks; and identifying policy, regulatory and delivery constraints.			
SA-5 – ESG and Responsible Investing	Gap assessments against responsible investment standards (e.g. PRI, Santiago Principles, Operating Principles for Impact Management, IFC Performance Standards, 2X Criteria); designing or strengthening responsible investment frameworks and environmental and social management systems; ESG due diligence and action	Service Area	At least three comparable engagements in the last five years in ESG integration and responsible investment, including environmental and social management system design, ESG due diligence or impact management for funds, financial institutions, public investment vehicles or enterprises.	Yes – maximum four (4) pages per Service Area

	plans; impact management and investor reporting; application of sustainable finance taxonomies and bond standards; review of ESG and impact claims for greenwashing risk; and ESG inputs to other Service Areas.			
SA-6 – Capacity Building for Innovative and Blended Finance	Building practical capability of KINETIK, DFAT, GOI counterparts and other stakeholders to understand and apply innovative and blended finance: designing and delivering audience-specific capacity building, including with Indonesian local partners; learning materials, toolkits, case studies and decision-support tools; workshops,	Service Area	At least three comparable engagements in the last five years in designing and delivering capacity building on innovative, blended, climate or sustainable finance for government, financial sector or ecosystem stakeholders, including partnerships with local institutions.	Yes – maximum four (4) pages per Service Area

	clinics and coaching; local partnership models for capability transfer; documenting lessons; and recommending follow-up actions.			
SA-7 – Design, Appraisal and Evaluation of IFF Activities	Specialist and, where required, independent support across the IFF activity lifecycle: designing IFF activities (market failure analysis, theory of change, delivery arrangements, risk management); concept notes, investment designs and business cases consistent with DFAT requirements; independent appraisal or peer review; governance and operational arrangements	Service Area	At least three comparable engagements in the last five years in the design, appraisal, review or evaluation of innovative or blended finance activities or similar development finance programs, including monitoring, evaluation and learning frameworks and donor design or appraisal requirements.	Yes – maximum four (4) pages per Service Area

	review; monitoring, evaluation and learning frameworks; mid-term reviews, evaluations and portfolio reviews; and synthesis of evidence and lessons.			

1.2.2 Panel Status, Term, Extensions and Refresh

1) Appointment to the Panel is non-exclusive and does not guarantee any minimum volume, value or number of assignments. It does not oblige KINETIK to purchase services from a Panel Member. KINETIK may engage other suppliers or conduct a separate procurement where this is appropriate. The Panel will commence in February 2027 for an initial term of four (4) years.
2) During the Panel Term, KINETIK may reopen or refresh the Panel, add suppliers to existing Service Areas or Sub-Areas, establish new Service Areas or Sub-Areas, and permit existing Panel Members to apply for additional areas. KINETIK may suspend or remove a Panel Member from one or more Service Areas for persistent or material performance failure, integrity or compliance concerns, loss of capacity, financial viability concerns, unapproved material changes, or breach of the DoSO. KINETIK will apply any suspension or removal process in accordance with the DoSO and procedural fairness requirements.

1.2.3 Deed of Standing Offer and Services Orders

1) Successful Tenderers will enter into a Deed of Standing Offer (DoSO) with DT Global. The DoSO establishes the standing terms applying to the Panel but does not itself commit KINETIK to purchase any services. Each assignment must be authorised separately through a written Services Order. Where there is any inconsistency, the order of precedence is: first the DoSO, then the request for a Services Order proposal to Panel Members issued by KINETIK, then the Panel Member's response, then the Services Order. Any proposed departures from the draft DoSO must be submitted with the Tender; KINETIK may decline to consider additional material departures raised during negotiation unless circumstances have materially changed.
2) Assignments will be commissioned competitively among Panel Members. For each assignment, KINETIK will issue a written request for a Services Order proposal to Panel Members admitted to the relevant Service Area or Sub-Area, specifying the scope, deliverables, timeframe, evaluation criteria, pricing requirements and response period. The extent of competition will take account of the assignment's value, complexity, risk, urgency, location and specialist requirements, and allocation decisions may consider capability, availability, proposed personnel, conflicts of interest, previous performance, price and overall value for money.
3) Where more than one Panel Member is admitted to the relevant Service Area, KINETIK will ordinarily invite at least two Panel Members to respond to that request, consistent with the Commonwealth Procurement Rules. Assignment proposals will be assessed on technical merit and price.
4) Direct allocation to a single Panel Member may be used only where a documented justification is recorded, including sole capability, genuine urgency, continuity of an existing assignment, or where the value of the assignment falls below the threshold set in the KINETIK Operations Manual.

5) No Services Order will be issued unless the underlying activity has been approved in accordance with KINETIK's activity planning and decision-making arrangements, including any applicable DFAT endorsement.

6) Pricing principles at Services Order stage. A financial proposal submitted in response to an RFSOP must separate: (a) Personnel Cost, stated as the actual remuneration payable to each proposed individual, inclusive of statutory on-costs and exclusive of any margin, overhead or mark-up; (b) a Management Fee, expressed as a percentage of Personnel Cost only and covering the Panel Member's profit, corporate overhead, administration and all other costs not separately reimbursable; and (c) other Reimbursable Costs, comprising Operational Costs and Adviser Support Costs, charged at actual cost with no mark-up and with no Management Fee applied. A Panel Member must disclose, and on request evidence, the actual remuneration payable to each proposed individual before a Services Order is issued. These principles are set out in the Deed of Standing Offer, and by submitting a tender a Tenderer accepts them.

7) Local capability strengthening will be made operational at Services Order stage. Where relevant to the assignment, Panel Members will be asked to submit a local capability plan with their Services Order response, setting out how they will engage Indonesian organisations and experts, transfer knowledge, tools and methodologies, and support the sustainability of capability beyond the assignment. Tenderer responses to criterion B4 at panel establishment will inform, but not replace, these plans.

1.2.4 Panel Admission Evaluation

1) Evaluation for admission to the Panel is separate from evaluation for individual assignments. KINETIK may admit multiple Tenderers that meet the required standard and represent value for money. The Panel will be unranked, and admission is not limited to the highest-ranked Tenderer.

2) In assessing applications for admission to the Panel, the Evaluation Committee (EC) will consider:

   - relevant organisational experience and results in each Service Area or Sub-Area;
   - depth and breadth of technical capability and access to suitably qualified personnel;
   - ability to mobilise promptly, operate in relevant locations and manage concurrent assignments;
   - corporate support, quality assurance, risk management and financial viability;
   - GEDSI, locally led development, safeguarding/PSEAH, child protection, modern slavery, work health and safety, environmental, fraud and integrity systems;
   - past performance and referee information; and

- overall technical, commercial, integrity and delivery risk and value for money.

3) Tenderers must provide one organisational response, one declaration and compliance pack, and a separate capability response for each Service Area or Sub-Area applied for. Relevant experience must identify the engagement, client, dates, location, contract value or the Tenderer's share, services delivered, outcomes, the Tenderer's role relative to consortium members or subcontractors, and an available referee without an actual or potential conflict of interest.

1.2.5 Personnel, Conflicts, Performance and Supplier Changes

1) This RfT distinguishes between the Key Personnel nominated for Panel admission, the indicative pool of experts a Tenderer may draw on, and the personnel proposed for an individual assignment. Admission to the Panel does not constitute approval of any individual for a future assignment. Availability, suitability, qualifications, safeguarding and security checks, conflicts of interest and value for money are confirmed for each Services Order. Any replacement personnel must have qualifications and experience equivalent to or better than the person replaced and are subject to KINETIK's approval where required.

2) Tenderers and Panel Members must disclose actual, potential or perceived conflicts of interest when tendering, whenever circumstances change, and before responding to each assignment. This includes conflicts arising from prior involvement in designing or advising on an assignment, support to competing stakeholders, and personal or financial interests of proposed personnel. KINETIK may exclude a Panel Member from a particular assignment without removing it from the Panel where the conflict can be appropriately managed at assignment level.

3) KINETIK may assess performance after each assignment against quality, timeliness, responsiveness, cost control, stakeholder management, reporting, safeguarding, integrity and compliance requirements. Performance may inform future invitations, assignment allocations, corrective action plans, extensions, suspension or removal. Panel Members must promptly notify KINETIK of material changes to legal entity, ownership or control, consortium composition, lead member, key subcontractors, financial standing, capacity, sanctions or debarment status, or other matters affecting eligibility or performance. Material changes require KINETIK's written approval where specified in the DoSO.

4) In addition to the disclosures above, each Panel Member must maintain a current conflict of interest record covering investor, fund, lender, sponsor and advisory mandates held by it and its related entities in the Indonesian infrastructure, energy, water and climate finance sectors, and must provide that record to KINETIK on request. KINETIK will maintain a conflict of interest register for the Panel, and Panel Members must notify KINETIK of any new or changed conflict within ten (10) business days.

5) Scope limitations. Services under this Panel are advisory. A Panel Member must not act as a placement agent, broker or dealer, must not solicit or arrange investment on behalf of KINETIK, DFAT or the Government of Indonesia, and must not provide regulated financial, legal or tax advice unless a Services Order expressly authorises it and the Panel Member holds the relevant authorisation. Tenderers must disclose in their Technical Proposal any licences or regulatory authorisations they hold that are relevant to the Service Areas applied for, including any Indonesian Financial Services Authority (OJK) authorisation or Australian Financial Services Licence.

6) Intellectual property. Subject to the DoSO, intellectual property in material created in the performance of a Services Order vests on creation in the Commonwealth of Australia as represented by DFAT, through KINETIK. Tenderers must identify in their Technical Proposal any pre-existing or third-party intellectual property, or any proprietary tool, model or methodology, that they propose to use and on which they would require a licence to be reserved.

7) Panel reporting. Panel Members must comply with reporting requirements set out in the DoSO, including assignment-level and panel-level reporting required to support KINETIK's monitoring, evaluation, research, learning and adaptation arrangements. These requirements may be issued or updated by KINETIK during the Panel Term.

1.2.6 Panel Submission Checklist

1) Tenderer and consortium details, including nominated lead entity;
2) Service Area and Sub-Area nomination;
3) Separate capability response for each area applied for;
4) Relevant engagements and referees by Service Area or Sub-Area;
5) Key personnel capability information;
6) Mandatory licences, registrations, certifications and tax documentation specified in the Tender Particulars;
7) Tender declaration, conflicts disclosure and proposed confidential information;
8) Comments on Deed of Standing Offer and Service Order template;
9) Due Diligence Preliminary Partner Statement Form.

1.3 Eligibility of Tenderers

1) Tenderers must:
    a. be a legally constituted entity with capacity to enter into a contract;
    b. not be insolvent, bankrupt or subject to equivalent proceedings;
    c. comply with applicable tax and statutory obligations;
    d. not be subject to any applicable sanctions or exclusion that would prevent DT Global from entering into a contract with the Tenderer; and
    e. satisfy any other eligibility requirements expressly identified in this RfT.
2) Where a Tender is submitted by a joint venture, consortium or association, the Tender must identify all participating entities, nominate a lead entity authorised

to act on behalf of the group, and describe the roles and responsibilities of each participating entity. Any change to the composition of the joint venture, consortium or association prior to contract award requires KINETIK's prior written approval.

1.4 Indicative Timeline

1) The indicative timeline for this procurement process is set out below. Except for the Tender Closing Time, the dates are indicative only and may be changed by KINETIK. Any change to the Tender Closing Time will be notified to Tenderers in accordance with the Amendment of RfT provisions.

Activity	Date
RfT Issue Date	13 November 2026
Industry Briefing	25 November 2026
Enquiry Cut-Off Date	30 November 2026
Tender Closing Time	16 December 2026
Tender Evaluation	18 January 2027
Notification of Preferred Tenderer	25 January 2027
Due Diligence and Contract Negotiation	January-February 2027
Anticipated Contract Award (ie, full execution/signing of DoSO)	January - February 2027

1.5 Procurement Approach

1) DT Global is seeking competitive tenders to establish the Panel. Each successful Tenderer will be engaged through a Deed of Standing Offer (template attached at Annex 2). Note that two forms of Deed of Standing Offer are provided in Annex 2:

a. Deeds of Standing Offer with non-Indonesian organisations (international organisations) will be between DT Global and the international organisation

b. Deeds of Standing Offer with Indonesian organisations will be between DT Global and the Indonesian organisation.

2) DT Global does not intend to make significant changes to the contract terms and conditions as outlined in Annex 2. Tenderers requesting changes to any contract terms and conditions must outline these changes by providing a marked-up copy of the applicable contract template with their Technical Proposal (note: requested contract terms and conditions changes outlined will be considered separate from the page limit for the Technical Proposal). Where required, Tenderers may provide a separate document outlining the proposed changes and the rationale for the same. In the instance that a firm does not

provide proposed changes to the contract terms and conditions along with their Technical Proposal but later seeks to vary the contract terms and conditions during contract negotiations, KINETIK reserves the right not to consider those proposed changes and/or to declare the Tenderer's proposal as non-conforming.

3) In seeking international and/or domestic organisations to undertake the specified activities on its behalf, DT Global will comply with the Government of Australia Commonwealth Procurement Rules and adhere to the requirements outlined in the KINETIK Facility Operations Manual. DT Global will assess value for money by considering efficiency, effectiveness, economy and ethics, including the Tenderer's ethical conduct, integrity, basic compliance capability, and demonstrated ability to manage relevant risks such as workplace health and safety, environmental impacts, labour compliance, ethical employment practices, fraud and corruption, modern slavery, child protection, safeguarding/PSEAH and security.

2 Tender Evaluation Overview

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

2.1 Conformity and Compliance Screening

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

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

DT Global will refer tenders that comply with the above to technical assessment by the EC. Compliance screening will include confirmation that the Due Diligence Preliminary Partner Statement Form has been submitted and is sufficiently complete to support an initial assessment of ethical conduct, basic compliance capability and procurement risk.

2.2 Assessment of Tenders - General

Tenders will be assessed on the following basis:

1) The organisational response (Part A) and each capability response (Part B) will each be scored out of 100. The Technical Proposal is the only component assessed under this RfT. No financial proposal is required and no price will be evaluated at this stage.

2) Value for money at Panel establishment is assessed through the technical quality and depth of the Panel admitted in each Service Area or Sub-Area, together with the Due Diligence Preliminary Partner Statement Form and the Tenderer's overall

risk profile, having regard to efficiency, effectiveness, economy and ethics. Value for money for each assignment is established subsequently through the competitive Request for Services Order Proposal process described in clause 1.2.3.

3) The assessment score will be used to determine which Tenderers meet the standard required for admission to the Panel in each Service Area or Sub-Area, and to inform DT Global's overall determination of which tenders represent value for money, including consideration of ethics, integrity and compliance capability.

2.3 Technical Assessment

1) DT Global will convene an EC that may comprise DT Global representative(s), independent specialists, DFAT representatives and representatives of the Partner Government at DT Global's sole discretion.
2) The EC will conduct an assessment of each Tenderer's Technical Proposal against the selection criteria identified.
3) Evaluation will be conducted in two sequential steps:
    a. **Step 1 – Organisational assessment.** The EC first assesses the organisational response (Part A) of every compliant tender, once only. Only Tenderers that score at least 70 per cent for Part A (70 out of 100 points) proceed to Step 2. The capability responses (Part B) of Tenderers that do not reach this threshold will not be assessed.
    b. **Step 2 – Service Area assessment.** For each Tenderer that proceeds, the EC then assesses the capability response (Part B) separately for each Service Area or Sub-Area applied for. A separate assessment sheet is completed for each Service Area or Sub-Area, so that the scoring for one does not affect another.
4) Ethical conduct and basic compliance capability, evidenced through the Due Diligence Preliminary Partner Statement Form and the Technical Proposal, inform the overall assessment and the recommendation but are not separately scored.
5) Following the initial technical assessment of tenders by the EC, short-listed Tenderers may be invited for an interview. Tenderers that are invited for an interview will be advised a minimum of five working days prior to the interview. Interviews will be conducted either in person or via teleconference. As necessary, in-person interviews will be held in Jakarta, Indonesia. Personnel participating in the interview will be required to address any questions asked by the EC as related to the Technical Proposal. Costs of Tenderer's attendance at the interview will be borne by the Tenderer.
6) In conducting its assessment, the EC may take into account referee reports, performance information and any other relevant information.

7) At the conclusion of the EC's technical assessment of tenders, the EC will make a recommendation to DT Global on the technical suitability of Tenderers.

8) A Tenderer must achieve a minimum of 70 per cent for the organisational response (Part A) to proceed to the capability assessment, and a minimum of 70 per cent for the capability response (Part B) in a Service Area or Sub-Area to be eligible for admission to the Panel in that Service Area or Sub-Area. KINETIK may admit all Tenderers that meet this standard; admission is not limited to the highest-ranked Tenderer.

2.4 Tender Recommendation

1) Following the overall assessment, the EC will make a recommendation for further action to DT Global based on the evaluation criteria and its assessment of the tenders appropriately aligned with value for money.

2) Tenderers should be aware that DT Global is not bound to accept the EC recommendation and may direct that further action be taken in accordance with this RfT.

3) At any stage DT Global may seek clarification of any technical, due diligence or other matter and, where permitted under the negotiation provisions of this RfT, may seek a Best and Final Offer from one or more shortlisted Tenderers.

3 Technical Proposal: Requirements and Evaluation Criteria

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

3.1 Tender Proposal Requirements Overview

A complete technical submission must include the following:

1) Covering Letter of Technical Proposal **(Annex 3, Attachment 1)**

2) Tender Declaration **(Annex 3, Attachment 2)**

3) Organisation information/Consortium information including financial statements **(Annex 3, Attachment 3)**

4) Tenderer's Conformity Checklist **(Annex 3, Attachment 4)**

5) A Technical Proposal comprising an organisational response of up to eight (8) A4 pages, and a separate capability response of up to four (4) A4 pages for each Service Area or Sub-Area applied for, addressing the evaluation criteria in Section 3.2; and

6) Annexes of Technical Proposal

   a. Key Personnel and Indicative Expert Pool Table (Annex 3, Attachment 5)

b. Key Personnel CVs, maximum four (4) A4 pages per CV (Annex 3, Attachment 6)

c. Organisation's Relevant Past Experience **(Annex 3, Attachment 7)**

d. Due Diligence Preliminary Partner Statement Form **(Annex 4)**. The form must be completed and submitted with the Technical Proposal and may be used to inform assessment of ethical conduct, basic compliance capability, procurement risk and value for money.

3.2 Technical Assessment

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

The organisational response (Part A) and the capability response (Part B) are each scored out of 100 and assessed in two sequential steps, as set out in Section 2.3. A Tenderer may therefore be admitted to the Panel for some Service Areas or Sub-Areas and not others.

Assessment Criteria	Max Score	Max Sub-Total
Part A – Organisational response (assessed once)		**100**
A1. Tenderers should demonstrate the depth of their personnel bench and their ability to mobilise suitably senior personnel at short notice and to manage concurrent assignments. Responses should describe the size and seniority of the pool available to KINETIK, how personnel are sourced and retained, typical mobilisation timeframes, and arrangements for managing concurrent or overlapping assignments, supported by examples.	25	
A2. Tenderers should describe their quality assurance, risk management and financial management systems. Responses should explain how the Tenderer identifies, records and manages conflicts of interest arising from investor, fund, lender, sponsor and advisory mandates held by it and its related entities, including how such conflicts would be managed at assignment level (if relevant).	20	
A3. Tenderers should describe their policies and systems for GEDSI, locally led development, safeguarding and PSEAH, child protection, modern slavery, work health and safety, environmental management, and fraud and integrity. Responses should explain how these are applied in practice in advisory assignments, including how compliance is monitored across personnel, consortium members and subcontractors.	15	
A4. Tenderers should demonstrate their understanding of the market, regulatory and institutional conditions affecting	40	

capital mobilisation for climate-aligned and inclusive investment in Indonesia, and of the objectives of KINETIK's Innovative Financing and Funding workstream described in Annex 1. Responses should identify the constraints the Tenderer considers most relevant and explain how its advisory services would contribute to those objectives.		
Total Part A – Organisational response	100	100
Part B – Capability response (assessed separately for each Service Area applied for)		**100**
B1. Demonstrated experience delivering services comparable to those in the Service Area, evidenced by at least three relevant engagements in the last five years, including the Tenderer's own role, outcomes achieved and a contactable referee.	40	
B2. Technical approach and methodology for the Service Area, including understanding of the Indonesian market, regulatory and institutional context and of KINETIK's Innovative Financing and Funding workstream.	30	
B3. Indicative experts nominated for the Service Area: seniority, qualifications, relevant transaction or advisory experience, and availability.	15	
B4. Locally led delivery and capability strengthening: Tenderer's approach to engaging Indonesian organisations, institutions and specialist expertise in delivery; providing substantive roles for Indonesian experts; strengthening counterpart and local institutional capability; transferring knowledge, tools and methodologies; and supporting sustainability of capability beyond individual assignments	15	
Part B – Capability response (assessed separately for each Service Area applied for)	**100**	**100**

4 Conditions of Tender

4.1 Tender Closing Time

1) Tender responses must be lodged before the closing time.
2) DT Global may extend the closing time at its sole discretion and will issue an addendum on the KINETIK website and/or notify the Tenderers directly of any decision to extend. Any extended Closing Time will apply equally to all Tenderers.

4.2 Threshold Conditions

1) Tenderers must comply with the following threshold tender conditions:

a. the minimum content and format requirements set out in Clause 4.4 (Mandatory Minimum Form and Content Requirements) below; and

b. the conditions of participation set out in Clause 4.5 (Mandatory Conditions for Participation) below.

2) Tenderers should note that agreeing to contract as a single legal entity is a Condition for Participation in this RfT process.

3) If a Tenderer is an unincorporated joint venture and is selected as the Preferred Tenderer, the Tenderer must incorporate prior to entry into contract.

4.3 Compliance with Commonwealth Policies

1) This procurement is being undertaken in accordance with the procurement requirements applicable to KINETIK under its contractual arrangements with the Australian Government, including applicable Commonwealth Procurement Rules, DFAT requirements and DT Global policies and procedures.

2) Tenderers must comply with the following DFAT policies available at https://www.dfat.gov.au/:

   a. DFAT's current international gender equality strategy
   b. DFAT's current disability equity and rights strategy
   c. Environmental and Social Safeguards Policy
   d. DFAT Child Protection Policy
   e. Commonwealth Procurement Rules

3) Tenderers must also comply at all times with DT Global's safeguard policies, procedures and codes of conduct as amended from time to time, including but not limited to the following. Copies are available via DT Global's Extranet or on request.

   a. Safeguards Policy
   b. DT Global Code of Business Ethics and Conducts
   c. Fraud and Anti-Corruption
   d. Conflict of Interest
   e. Child Protection
   f. Preventing Sexual Exploitation, Abuse and Harassment, and
   g. Slavery and Human Trafficking

4.4 Mandatory Minimum Form and Content Requirements

1) The mandatory minimum form and content requirements are:

   a. Tenders must be written in English and all measurements must be expressed in Australian legal units of measurement.

   b. Tenders must include a complete Technical Proposal as outlined in the Particulars section of this RfT.

4.5 Mandatory Conditions for Participation

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

4.6 Consortia or Joint Venture Tenders

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

4.7 Associate Tenders

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

4.8 Subcontractors

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

4.9 Tender Prices

1) This RfT does not require any pricing. No tender price, rate, fee or other financial information is required or will be accepted under this RfT.
2) Pricing for each assignment is established after the Panel is formed, through the Request for Services Order Proposal process described in clause 1.2.3 and in accordance with the pricing principles set out in that clause and in the Deed of Standing Offer.
3) Tenderers must seek their own independent tax advice in relation to this RfT and the draft Deed of Standing Offer.
4) DT Global is not bound to accept any tender.

4.10 Incumbent Specified Personnel

Not applicable.

4.11 Non-conformity - Unintentional Errors of Form

1) If DT Global considers that a Tenderer has made an unintentional error of form in its Tender, DT Global may, at its sole discretion, permit the Tenderer to correct that error within a specified timeframe, by written request by DT Global, provided that equivalent opportunities are provided equitably to Tenderers in comparable circumstances. KINETIK will not permit the Tenderer to submit new or different information that would materially alter the original Tender.

4.12 Non –Conformity - Additional Material

1) Tenderers should not provide an executive summary or other additional material such as supporting brochures, photographs or promotional material as part of the tender, unless this has been specifically requested. DT Global will sever any material provided by Tenderers which has not been requested in the RfT from the tender material and such material will not form part of the tender evaluation.

2) Tender conformity requirements are necessarily strict in order to provide Tenderers with an equal opportunity to tender and to allow DT Global to assess tenders on an equitable basis.

3) Tenderers are responsible for making their own assessment of the requirements of this RfT and for seeking any professional or other advice they consider necessary in preparing their Tender.

4) Tenderers are advised of the following conformity issues and the usual treatment of those issues by the tender secretariat:

Conformity Issue	Treatment by DT Global
Inclusion of covering letter in the tender that is not required by the RfT	Covering letter removed from tender prior to providing tender to the EC
Statement addressing the assessment criteria exceeds stipulated page limit	Pages exceeding the page limit removed from tender prior to providing tender to the EC
CV exceeds stipulated page limits	Entire CV removed from tender prior to providing tender to the EC
CV lacks personal contact details	Entire CV removed from tender prior to providing tender to the EC
CV lacks referee information	Entire CV removed from tender prior to providing tender to the EC
CV includes referee who is employed by a related entity	Entire CV removed from tender prior to providing tender to the EC
CV not certified	Entire CV removed from tender prior to providing tender to the EC

4.13 Ambiguities, Discrepancies, Inconsistencies, Errors or Omissions

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

4.14 Amendment of RfT

1) DT Global may amend the RfT at any time by issuing an addendum and posting it to the KINETIK website (www.KINETIK.or.id) and/or notifying the Tenderers directly. All conditions of this RfT will apply to any addendum issued by DT Global unless amended in the addendum itself.

2) Any amendment will be issued with adequate time to allow Tenderers to consider the amendment and, when required, modify and re-lodge their Tenders.

3) DT Global may extend the closing time in its sole discretion and will issue an addendum via the KINETIK website and/or notifying Tenderers directly of any decision to extend.

4) DT Global will accept no responsibility if a Tenderer fails to become aware of any addendum uploaded in the KINETIK website.
5) Upon issuance, each addendum forms part of this RfT.
6) The KINETIK Procurement Team will not respond to any request for clarification from a Tenderer received after the enquiry cut-off date specified in the Tender Particulars section of the RfT.
7) Tenderers should acknowledge receipt of all addenda to this RfT in the Tenderer Declaration.
8) Tenderers must submit their tenders in accordance with this RfT as amended by any addendum issued by DT Global.

4.15 Tenderer Enquiries

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

4.16 Alterations and Amendments to Tenders

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

4.17 Late Lodgment Policy

1) Any tender lodged either electronically or in hard copy after the closing time is a late tender and will not be accepted by DT Global.
2) DT Global will admit to evaluation any tender that was received late solely due to mishandling by DT Global. Mishandling by DT Global does not include the following circumstances.
    a. Mishandling by a courier or the mail service provider engaged by the Tenderer to deliver the tender.

b. Circumstances arising from Tenderer's failure to comply with the electronic lodgement requirements.

3) Late tenders will be returned to the Tenderer unopened, except where a tender must be opened to identify the return address of the Tenderer and/or to establish the name of the Tenderer.

4) If a tender is deemed late, DT Global may request the Tenderer to provide explanatory evidence to the KINETIK Procurement Team.

4.18 Electronic Lodgment Process

1) Ensure that the tender complies with all file type, format, naming conventions, size limitations or other requirements.

2) DT Global takes no responsibility for problems with electronic lodgment arising from Tenderer's infrastructure and/or internet connectivity.

3) Any attempt to lodge a tender after closing time will not be accepted.

4) Electronic tenders must be lodged in accordance with the submission requirements. Failure to comply with a mandatory lodgement requirement may result in the tender being excluded from evaluation

4.19 Electronic Tender File Formats, Naming Conventions and Sizes

1) Tenderers must lodge their tender in accordance with the requirements set out in this clause for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the tender not uploading successfully and/or may eliminate the tender from evaluation.

2) Tenders must be lodged as outlined in the Particulars section of this RfT.

3) The tender file name/s:

   a. should incorporate the Tenderer's company name
   b. should reflect the various parts of the tender they represent, where the tender comprises multiple files
   c. must not contain \ / : * ? " < > | characters (check your files and re-name them if necessary)
   d. must not exceed 100 characters including the file extension.

4) Tender files:

   a. should not exceed a combined file size of ten (10) megabytes per email submission
   b. should be zipped (compressed).

5) If a tender consists of multiple uploads, due to the number of files or file size, the Tenderer should ensure that transmission of all files is completed before the closing time.

6) Tenders must be completely self-contained. No hyperlinked or other material may be incorporated into the tender documentation by reference.

4.20 Evaluation of Tenders

1) Tenders will be evaluated in accordance with the process set out in this RfT.
2) EC members will treat the tender evaluation proceedings and meetings as commercial in confidence and will not discuss the technical assessment of any tender with any person. Tenderers must not make contact with KINETIK, DT Global, DFAT, Partner Government personnel or any members of the EC outside EC meetings regarding this procurement unless expressly invited to do so by KINETIK. Any such contact will be considered a breach of confidentiality and may result in exclusion of the tender from further consideration.

4.21 Security, Probity and Financial Checks

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

   Tenderers must complete and submit the Due Diligence Preliminary Partner Statement Form as part of their tender. This provides EC members with an initial partner risk profile and a basis for assessing ethical conduct and basic compliance capability, and does not receive a separate numerical score. The form is at Annex 4 and must be completed, signed and attached to the Technical Proposal.

   The Preferred Tenderer will be required to complete a full Due Diligence Assessment Form and provide verification of requested criteria before a contract agreement is signed.

   Failure to have procedures and policies in place will not necessarily disqualify the Preferred Tenderer. However, the Preferred Tenderer may be required to carry out mitigation actions to comply with the Due Diligence Assessment, such as training or providing an undertaking to comply with DT Global policies. DT Global will work with the Preferred Tenderer as necessary to assess gaps and support the Tenderer to address them.

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

4.22 Tender Clarification

1) At any stage DT Global may ask the Tenderer to clarify or provide additional information on any aspect of its tender, or on any matter in its opinion, relevant to the tender. Any clarification must not materially alter the substance of the tender unless otherwise permitted under the negotiation provisions of the RfT.
2) Failure to respond to a request for clarification in the manner requested by DT Global may have an adverse impact on the evaluation of the tender.

4.23 Referee Checks

1) Tenderers must provide, at Annex 3, Attachment 5 (Key Personnel and Indicative Expert Pool) and Annex 3, Attachment 7 (Organisation/Consortium Relevant Past Experience), the name and contact details of referees who can attest to the performance of the Tenderer and its nominated personnel within the last two years in the provision of services comparable to the requirements of this RfT.
2) Tenderers should ensure that nominated referees:
    a. do not have an actual or potential conflict of interest. In particular, referees must not:
        i. be an employee or holder of a current executive office within the Tenderer organisation or have a business association with the Tenderer or one of its subsidiaries;
        ii. be included in the tender as proposed personnel; or
        iii. be a current DT Global/DFAT employee or former DT Global/DFAT employee.
    b. are available to be contacted within three weeks of the closing time. DT Global may, at its discretion and/or by its authorised representative, contact any referee nominated by a Tenderer in its tender, and may seek written or verbal comments from that referee.
3) DT Global may also seek information about any Tenderer from any other source, whether or not the individuals or organisations contacted are nominated by the Tenderer.

4.24 Police Checks

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

have qualifications and experience equal to or better than those personnel being replaced and must be acceptable to DT Global.

4.25 Debriefing

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

4.26 Disclaimer

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

4.27 Tenderer Costs

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

4.28 Insurances

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

4.29 Public Statements

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

4.30 Ownership of Tenders

1) All tenders become the property of DT Global upon lodgment.
2) DT Global may copy, amend, extract or otherwise deal with all or part of any tender for the purposes of this RfT process.
3) DT Global may disclose the contents of a tender to its personnel, advisers and other persons reasonably required to support the RfT process, subject to appropriate confidentiality obligations. Tender submissions and information received from Tenderers will otherwise be treated in accordance with the privacy, disclosure and confidentiality provisions of this RFT. DT Global may, at its discretion, seek appropriate confidentiality obligations from those personnel or advisers where such disclosure is made.
4) Nothing in this clause affects the ownership of intellectual property in any tender.

4.31 Tender Validity Period

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

4.32 Entry into Contract and Conduct of Contract Negotiations

1) This RfT is not a contract between the DT Global and the Tenderer, nor an offer to contract.
2) Nothing in this RfT, any tender, or any conduct or statement made by either DT Global or a Tenderer before or after the issue of this RfT is to be construed so as to give rise to any contractual obligations, express or implied, or any obligations in equity between DT Global and any Tenderer.
3) Following selection and approval of a Preferred Tenderer, DT Global may enter into contract negotiations with the Preferred Tenderer.
4) DT Global intends to enter into a contract with the Preferred Tenderer substantially in the form of the draft Deed of Standing Offer in Annex 2 of this RfT.
5) During contract negotiations, DT Global may:
    a. engage in detailed discussions with one or more Tenderers in person or via e-mail;

b. enter into negotiations with one or more Tenderers where no single Tenderer is assessed as providing best value for money based on the evaluation criteria specified in this RfT.
c. Where KINETIK requests revised Tenders, it will provide all remaining participating Tenderers with a common deadline for revised submissions.
d. request a Tenderer to improve or consolidate any aspect of the tender;
e. reject the Preferred Tenderer's tender, discontinue negotiations with that Tenderer and/or re-enter negotiations with other Tenderers (including or excluding the Preferred Tenderer) if in DT Global's view during final negotiations, the Preferred Tenderer retracts or attempts to retract agreements under which material business, financial, technical and legal issues were resolved during negotiations, or in DT Global's opinion the Tenderer is not negotiating in good faith;

f. ensure that any elimination of a Tenderer participating in negotiations is carried out in accordance with the essential requirements and evaluation criteria specified in this RfT.

g. take into account the outcome of negotiations in finalising the evaluation of tenders and in making a selection decision in declaring the Preferred Tenderer.

6) No binding agreement, express or implied (including, without limitation, any form or contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds), is intended to be created between DT Global and any Tenderer in relation to the requirements of this RfT and the tender process or in any other respect until a formal written contract is executed by DT Global and the Preferred Tenderer.

7) The final contract as executed by DT Global will contain the entire agreement between DT Global and the Preferred Tenderer.

4.33 The Award and Admission to the Panel

1) Admission to the Panel may be awarded to one or more Tenderers whose tenders meet the requirements of this RfT and are assessed as representing value for money.

2) Award under this RfT is the admission of a Tenderer to the Panel and the execution of a Deed of Standing Offer. It is not the award of a contract of any financial value and commits no expenditure. Panel Members will subsequently compete for individual assignments, and a Services Order will be issued only to the Panel Member assessed as representing best value for money for that assignment.

3) KINETIK may decide not to proceed with any Tenderer, including where KINETIK determines that it is not in the public interest to award a contract.

4) It is anticipated that admission to the Panel will be determined on the basis of the Technical Proposals as originally submitted. However, KINETIK reserves the right to do any of the following:

a. KINETIK may conduct clarifications and negotiations in accordance with the Tender Clarification and Contract Negotiation provisions of this RFT

b. KINETIK may cancel this RFT at any time.

4.34 Operation of the Deed of Standing Offer

1) The Deed of Standing Offer executed with each Panel Member, together with any Services Order issued under it, will alone govern the legal relationship between DT Global and that Panel Member.
2) The Deed of Standing Offer will be between the Panel Member and DT Global. See Annex 2 for the Deed of Standing Offer and Services Order templates.

4.35 DT Global's Rights

1) Despite any other provision in this RfT, DT Global retains the right to:
   a. alter, vary or amend any part of this RfT;
   b. suspend or terminate this RfT if DT Global considers it is in the public interest to do so;
   c. seek additional information or clarification from any Tenderer, and/or provide additional information or clarification to any Tenderer;
   d. seek and/or contact any referee, whether or not nominated by the Tenderer;
   e. determine a shortlist of Tenderers at any time after the closing time;
   f. add or remove any Tenderer from consideration, in accordance with the requirements, evaluation criteria and other provisions of this RfT, at any time after the closing time;
   g. in its absolute discretion conduct or engage a third party to conduct a financial viability assessment on the Tenderer to assess the Tenderer's financial capacity and financial viability in accordance with the information provided;
   h. negotiate or decline to negotiate with any Tenderer, and discontinue negotiations at any time;
   i. negotiate with one or more Tenderers simultaneously;
   j. exclude a Tenderer where the Tenderer, a relevant related entity or relevant personnel are subject to applicable sanctions, debarment or other restrictions that prevent DT Global from entering into the proposed contract;
   k. terminate negotiations with the Preferred Tenderer and commence negotiations with any other Tenderer (including but not limited to where required police clearance certificates are not provided by the Preferred Tenderer or where the Tenderer becomes listed or subject to an investigation or temporary suspension by the World Bank or similar donor of development funding);
   l. require the Preferred Tenderer to provide an Unconditional Financial Undertaking or Performance Guarantee prior to entry into contract;
   m. require the Preferred Tenderer to replace any personnel whose police clearance certificate shows conviction of criminal offences of, or relating to, child abuse where DT Global in its absolute discretion considers that the individual poses an unacceptable risk to children's safety or well-being; and
   n. allow, or refuse to allow a Preferred Tenderer to enter into a contract in the name of a different legal entity to that which submitted the tender.

4.36 Conflict of Interest

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

4.37 False or Misleading Claims

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

4.38 Unlawful Inducements

1) Tenderers, their officers, employees, agents and advisers must not violate any applicable laws or Commonwealth policies in relation to unlawful inducements in connection with the preparation of a tender or participation in this RfT process. Submission of the tender by the Tenderer constitutes a warranty by the Tenderer in this regard.
2) If a Tenderer is found to have violated any applicable laws or Commonwealth policies regarding the offering of inducements connected with the preparation of its tender or its participation in this RfT process, DT Global may remove the tender from further consideration.

4.39 Collusive Tendering and Improper Assistance

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

4.40 Commonwealth Procurement Rules and PGPA Act

1) This procurement is undertaken in accordance with the procurement requirements applicable to KINETIK under its contractual arrangements with the Australian Government, including the Commonwealth Procurement Rules as they apply to those arrangements, DFAT requirements, and DT Global policies and procedures. Tenderers must comply with the Commonwealth, DFAT and DT Global policies and requirements expressly identified in this RfT and in any resulting DoSO or Services Order.

4.41 Privacy, Disclosure and Confidentiality

1) DT Global will treat as confidential any information provided by the Tenderer prior to the award of a contract (other than information in the public domain).
    a. DT Global may enter into contract negotiations with the Preferred Tenderer following evaluation. The Preferred Tenderer must ensure that its participation in contract negotiations and the conduct of the RfT process itself remain confidential. Award of the contract will be subject to the negotiation of a mutually acceptable contract.
    b. Once a contract has been awarded to the Preferred Tenderer, DT Global will not keep information provided by that Tenderer as confidential unless:
        I. the Preferred Tenderer requests that specific information be kept confidential;
        II. the specific information is by its nature confidential, is personal information under the Privacy Act 1988 (Cth), or is subject to statutory secrecy provisions; and
        III. DT Global agrees to that request or is otherwise bound by law not to disclose the information.
    c. Determination of confidentiality will follow the ‘confidentiality test’ outlined in the Australian Government guidance on confidentiality throughout the procurement cycle.
    d. In considering a request for confidentiality, DT Global will assess:

I. whether disclosure would cause detriment to the Preferred Tenderer or a third party; and
II. whether confidentiality is supported by the underpinning principles of Commonwealth procurement such as value for money, accountability and transparency.

2) Tenderers acknowledge that DT Global operates under Australian Government accountability and transparency requirements.

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

4.42 Application of Law and Commonwealth Policy

1) Tenderers must at all times abide by Commonwealth Law and Australian Government policies.

2) DT Global reserves the right in its absolute discretion to exclude from consideration any tender:

   a. where any of the Tenderer's proposed personnel have been convicted of, or are being investigated for, a criminal offence;
   b. on the grounds of bankruptcy, insolvency or significant deficiencies in performance of any substantive requirement or obligation under a prior contract in accordance with Rule 10.16 of the CPRs;
   c. which is late, incomplete (including those with electronic files that cannot be read or decrypted) or which DT Global believes to potentially contain any virus, worm, malicious code, disabling features or anything else that might compromise the integrity or security of DT Global's computing environment; and
   d. where the Tenderer is on the World Bank List or a Relevant List or becomes the subject of an investigation or temporary suspension which may lead to it becoming so listed.

4.43 Black Economy

1) The Tenderer agrees to comply with the Black Economy Procurement Connected Policy.

2) Tenderers must apply for a Statement of Tax Record and ensure that their subcontractors apply for a statement within sufficient time to meet these conditions for participation. Please allow at least four business days for processing by the Australian Taxation Office (ATO).

3) Tenderers based outside of Australia still need to apply for a statement from the ATO. However, there are additional requirements for overseas based Tenderers to receive the statement. This includes providing proof of being a non-resident with no tax record or a tax record of less than four years in Australia. Please refer to the additional requirements listed in Clause 8 (Applying the rules to new and foreign

Tenderers) of the Black Economy Procurement Connected Policy. For more information from the ATO please visit: https://www.ato.gov.au/General/Shadow-economy/

4) Tenderers should attach to their tender response a Valid and Satisfactory Statement of Tax Record or a receipt demonstrating that a Statement of Tax Record has been requested from the ATO. If a receipt is attached to the tender response, then the Statement of Tax Record should then be supplied to DT Global no later than four business days from the closing time of the tender. A Valid and Satisfactory Statement of Tax Record should also be attached for any subcontractors that the Tenderer proposes, as part of its response, to engage to deliver goods or services with an estimated value of over AUD4 million (GST inclusive).

4.44 Complaints

1) Any complaint arising from this RfT process must be made in writing to KINETIK and should provide sufficient details of the matter complained of and the outcome sought. KINETIK will acknowledge and consider procurement complaints in a timely, equitable and non-discriminatory manner and will advise the complainant of the outcome in writing.

4.45 Governing Law

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

Annex 1 Description of Services

See attached.

Annex 2 Deed of Standing Offer and Services Order Template

See attached.

Annex 3 Forms and Templates

Attachment 1 – Cover Letter of Technical Proposal

A. Covering Letter

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

Date Month Year

To:
The KINETIK Evaluation Committee
RDTX Square, 20th Floor
Jl Prof Dr Satrio No. 164, Jakarta Selatan
Jakarta 12930, Indonesia
Email address: tender@kinetik.or.id

Subject: Covering letter for Technical Proposal submission

Dear Sir/Madam

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

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

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

1) Cover Letter of Technical Proposal **(Annex 3, Attachment 1)**
2) Tender Declaration **(Annex 3, Attachment 2)**
3) Organisation Information/Consortium Information including Financial Statements **(Annex 3, Attachment 3)**
4) Tenderer's Conformity Checklist **(Annex 3, Attachment 4)**
5) A Technical Proposal comprising an organisational response of up to eight (8) A4 pages and a capability response of up to four (4) A4 pages for each Service Area or Sub-Area applied for, addressing the evaluation criteria in Section 3.2; and
6) Annexes of Technical Proposal

a. Key Personnel and Indicative Expert Pool Table (Annex 3, Attachment 5)
b. Key Personnel CVs, maximum four (4) A4 pages per CV **(Annex 3, Attachment 6)**
c. Organisation's Relevant Past Experience **(Annex 3, Attachment 7)**
d. Due Diligence Preliminary Partner Statement Form (Annex 4)

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

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

XXX

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

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

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

Signature

Attachment 2 – Tender Declaration

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

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

1. **Definitions**

In this statutory declaration:

- "Tender" means the document submitted or to be submitted by (details of tendering corporation as appropriate)
- "Tenderer" means XXX (insert details of Tenderer organisation as appropriate);
- **"Client" means the Australia–Indonesia Climate and Sustainable Infrastructure Partnership (KINETIK);**
- "Request for Tender" or "RfT"
- "Services" means the services described in the Description of Services for this Activity;

2. **Preamble**

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

3. **Rights of Australia-Indonesia Climate and Sustainable Infrastructure Partnership (KINETIK)**

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

3.1.1. Cease to proceed with the RfT
3.1.2. Suspend or vary the RfT
3.1.3. Require additional information from Tenderer
3.1.4. Call for new tenders
3.1.5. Reject any tenders that do not comply with the RfT or for any other reason

DT Global may exercise this right without any liability for costs, losses or expenses or damages incurred by the Tenderer and are not required to give any grounds for their actions. DT Global is not bound contractually or in any other way to any Tenderer by this RfT.

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

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

3.4. *Negotiation – DT Global reserves the right to negotiate any proposed departures from the draft Deed of Standing Offer with any Tenderer. If negotiation with a Tenderer fails, DT Global may decline to admit that Tenderer to the Panel. Negotiation will only occur:*

(a) At a date, time and address as assigned by DT Global

(b) With authorised representatives from the organisation/consortium

(c) To discuss the Technical Proposal, including the proposed technical approach and methodology, organisational capability and nominated Key Personnel; any commitments made in the Technical Proposal will form part of the Deed of Standing Offer

(d) To discuss the draft Deed of Standing Offer

* – if negotiations with a Tenderer fail, DT Global may proceed to admit the remaining Tenderers that meet the required standard without that Tenderer.

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

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

4. **Tenderer's Acknowledgment**

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

4.1. *Understanding* – The Tenderer acknowledges that it has examined and understood all of the tender documents and has satisfied itself of the correctness and sufficiency of the tender. The Tenderer has sought any additional information reasonably required from DT Global and is aware of all risks and other circumstances which may affect their submission.

4.2. *Expenses* – The Tenderer is responsible for all expenses incurred in the creation and submission of the tender. This includes providing further information to DT Global as required and resolving any disputes that arise from the tendering process.

4.3. *Personnel – All Key Personnel nominated in the tender have been approached and have confirmed their availability to be nominated for the Panel. The Tenderer acknowledges that nomination does not guarantee engagement and that availability is confirmed for each Services Order.*

4.4. *Insurance* – The Tenderer must be insured to at least the minimum of their statutory obligations and carry all commercially prudent insurances for the activities to be undertaken. The tender must provide evidence of such insurances upon request by DT Global.

4.5. *Security* - The Tenderer warrants that all necessary arrangements will be made to ensure adequate protection/security for all of their personnel.

4.6. *Validity* – All information submitted in this tender will be valid for at least 180 calendar days from the closing day for submission.

4.7. *Services Order pricing – The Tenderer acknowledges that no pricing is submitted with this tender, and that where it submits a proposal in response to a Request for Services Order Proposal it will state Personnel Cost as actual remuneration exclusive of any margin, overhead or mark-up, state the Management Fee separately as a percentage of Personnel Cost, charge Reimbursable Costs at actual cost with no mark-up, and disclose and on request evidence the actual remuneration payable to each proposed individual.*

4.8. *Financial Assessment: At any time before a Deed of Standing Offer is executed, the Tenderer will, if required by DT Global, make available all financial records, including accounts, profit and loss statements, balance sheets and other relevant information.*

4.9. All materials produced will be copyright protected by DT Global and may not be given to third parties or used in any form by anyone other than DT Global. The drafts and final products are owned by DT Global and may not be used for any other purpose.

4.10. *Rights of DT Global* – The Tenderer respects the rights of DT Global as laid out in this RfT.

4.11. *Conditions of the RfT* – The Tenderer accepts the conditions of the tender.

4.12. *Warrant* – The Tenderer and any subcontractor of the Tenderer are:

4.12.1. Not bankrupt or in the process of going bankrupt.

4.12.2. Have not been convicted for an offense concerning professional conduct.

4.12.3. Have not been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify).

4.12.4. Have fulfilled obligations related to payment of taxes.

4.12.5. Not guilty of serious misrepresentation in supplying information.

4.12.6. Are not in situations of conflict of interest (with prior relationship to project or family or business relationship to parties in the Evaluation Committee)

4.12.7. Were not declared at serious fault of implementation owing to a breach of their contractual obligations

4.12.8. Have no relation, direct or indirect, with any terrorist or banned organisations.

4.12.9. Are not on any list of sanctioned parties issued by any Australian Government institution, UK Foreign, Commonwealth & Development Office (FCDO), Asian Development Bank (ADB), World Bank, UN agencies, European Union and others.

4.12.10. Are not blacklisted by any local/international organisation, Government/semi-government department, NGO or any other company/organisation.

4.12.11. Neither the Tenderer nor any of its employees, agents or contractors have been convicted of an offence of, or relating to bribery of a public official, nor are they subject to any proceedings which could lead to such a conviction.

4.13. *Relationship with DT Global* – The Tenderer has not relied on any statement or representation, whether oral or written by DT Global unless it is contained in the RfT or addenda. The Tenderer acknowledged that it did not use any improper assistance from DT Global or any of its employees or any information illegally obtained in the preparation of the tender submission.

4.14. *Collusive Tendering* – The Tenderer declares that they (including affiliates or agents of the Tenderer) have no knowledge of the technical or financial tender of any other Tenderer when they submit their tender. They also declare that they have not and will not disclose any of the details of their tender submission to any other person or organisation prior to the closing date for the RfT.

4.15. *Cover Tendering* – The Tenderer declares that they (including affiliates or agents of the Tenderer) have not provided any assistance to other organisations to prepare a tender when the other organisation has no genuine intention to compete for the tender. The Tenderer further declares that they <u>are</u> genuinely competing for the contract and is not submitting a 'cover tender.'

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

(Signature of person making declaration)

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

Before me,

(Title of person before whom the declaration is made)

Attachment 3 - Organisation Information

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

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

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

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

Attachment 4 – Tenderer's Conformity Checklist

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

DESCRIPTION	CHECKED
TECHNICAL PROPOSAL AND ANNEXES	
Are the Technical Proposal and annexes in English and all measurements expressed in Australian legal units of measurement?	
Is the Technical Proposal within the specified page limits (organisational response 8 pages; capability response 4 pages per Service Area or Sub-Area)?	
Does the Technical Proposal address the selection criteria?	
Does the Technical Proposal indicate the Tenderer's nominated contact person and contact details on the first page?	
Are the Technical Proposal requirements attached?	
Is the covering letter of the Technical Proposal and bid declaration signed by the authorised person?	
Have at least two referees in the company's Experience Sheet Format been nominated and confirmed that they are: a) Not an employee of, or the holder of a current executive office (or similar position) within the organisation of, or do not have a business in association with the Tenderer or a subsidiary of the Tenderer? b) Not DFAT, DT Global or KINETIK employees?	
Are both the Technical Proposal and attachments: a) in Aptos font, font size 12, unless specified otherwise in the RfT? b) Absent of any DFAT, DT Global and KINETIK logo?	
Is the Due Diligence Preliminary Partner Statement Form completed and signed by authorised person in your organisation and attached in your Technical Proposal?	
Is Letter of Consortium/Association/Joint venture attached in your Technical Proposal?	
Is the audited Financial Statements of the organisation (lead organisation) for the last two years attached in your Technical Proposal?	
For electronic submission, has one electronic copy containing all parts and attachments been provided? Does the electronic submission not exceed the maximum total size of 10 MB, per email submission, in PDF format?	

DESCRIPTION	CHECKED
If any, comments and/or feedback on the contract template as attached in Annex 2.	
SPECIFIED PERSONNEL	
Are the CVs within the specified page limit and signed and certified by the nominated personnel?	
Do the CVs include the nominated personnel's home base city?	
Do the CVs include the nationality status of the nominated personnel?	
Do the CVs include details of the professional qualifications of nominated personnel (if relevant), including institution and year of award?	
Do the CVs include details of recent relevant professional and development work experience, including the duration and extent of inputs?	
Have at least two referees been nominated on each of the CVs and has it been confirmed that they: a) do not have an actual or potential Conflict of Interest? b) are available to be contacted within three weeks of the closing time. c) are not DFAT or former DFAT employee, not included in the tender as proposed personnel, not DT Global or KINETIK employees?	
Are the CVs of all nominated Key Personnel attached in the Technical Proposal?	
OTHERS	
Has the Statutory Declaration been signed by a person authorised in your organisation?	
Has your file name followed electronic tender file formats, naming conventions and sizes as stated in the RfT?	
Has the Tenderer declared in writing at the time of lodging a bid, any family or personal relationship with DT Global or its employees, or the Government of Indonesia agency/ies in which the consultancy will take place, which might potentially constitute a conflict of interest?	

Attachment 5 – Key Personnel and Indicative Expert Pool Table

1) For Panel admission, Tenderers are not required to nominate a named team for an assignment. Tenderers must nominate key personnel who would lead work in each Service Area applied for, and may list an indicative pool of experts. Admission to the Panel does not constitute approval of any individual for a future assignment; availability, suitability and value for money are confirmed for each Services Order. The Tenderer must provide the following details of its nominated Key Personnel:

   a) the Key Personnel nominated to lead work in each Service Area or Sub-Area applied for, and the Service Area or Sub-Area to which each relates;

   b) a curriculum vitae for each nominated Key Person (Annex 3, Attachment 6), maximum four (4) A4 pages;

   c) an indicative pool of other experts the Tenderer could draw on, which may be listed by role and expertise without naming individuals; and

   d) any material commitments that would affect the availability of nominated Key Personnel during the Panel Term.

Tenders must submit their responses in the format provided in the tables as set out below.

Key Personnel Table format

Position / role	International or Indonesian	Seniority level	Name	Service Area(s) / Sub-Area(s)	Availability commitments

Note: state whether each person is international or Indonesian personnel, and the Tenderer's own seniority level for each person. Input days are not required at Panel establishment; personnel inputs and pricing are specified in each Services Order. The Adviser Remuneration Framework does not apply to this procurement.

Attachment 6 – Specified Personnel CV's

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

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

"I, ***[insert name]***, declare that:

(a) the information provided in this CV is accurate and hereby authorise DT Global to make whatever inquiries it may consider reasonable and necessary to undertake in the course of the Tender assessment in relation to the information I have provided in this CV or any other matter which may relate to my suitability for the position for which I have been nominated;

(b) I am available to participate in the Project in the role in which I have been nominated in the tender for the period or periods indicated in the tender;

(c) I am a person of good character; and

(d) I have not been convicted of any criminal offence, including any related bribery of a public official, nor am I subject to any ongoing proceedings."

5) Signature : Date : /

Attachment 7 – Organisation/Consortium Relevant Past Experience

1) The Tenderer must present details of relevant activities or projects in which the Tenderer has been involved which demonstrate the Tenderer's ability to fulfil the objectives of the project. Relevant activities may include on-going activities or projects. This attachment must contain at least three past experience activities or projects for each Service Area or Sub-Area applied for, up to a maximum of ten in total. Details of each activity should be submitted in the format provided below and must not exceed two A4 pages.

2) Tenderers must provide information in the Referees section of the Past Experience Forms.

ATTACHMENT 7 – PAST EXPERIENCE FORM FORMAT

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

Annex 4 KINETIK Due Diligence Preliminary Statement Form

See attached.