

SCHEDULE 1 – Statement of Requirements

*This Schedule 1: Statement of Requirements, outlines the role of the Contractor in the implementation of the **Samoa Human Development and Social Inclusion (SHDSI) Program**, the provision of technical advice and support to the Australian High Commission (AHC), the design of the Samoa Human Development and Social Inclusion Program, and the implementation of that design. The Schedule can be read in conjunction with the Contractor's **Technical Proposal** of 2021, submitted as part of the tender process.*

In the event of an inconsistency between the earlier Investment Concept Note (ICN), the Contractor's Technical Proposal and this Contract, the Contract takes precedence.

Glossary of Terms

Term	Definitions
AQF	Australian Qualifications Framework
CEDAW	Convention on the Elimination of All Forms of Discrimination against Women
CRC	Convention on the Rights of Children
CRP	COVID-19 Development Response Plan
CRPD	Convention on the Rights of People with Disabilities
DFAT	Department of Foreign Affairs and Trade
DP	Development Partner
EIOs	End-of-Investment-Outcomes
ESAC	Education Sector Advisory Committee
ESCD	Education Sector Coordination Division
ESP	Education Sector Plan (2019-24)
ESSP	Education Sector Support Program Phase 2
ESWG	Education Sector Working Group
GEDSI	Gender, Disability and Social Inclusion
GEG Program	Governance and Economic Growth Program

GoS	Government of Samoa
IA	Implementing Agency
ICM	In-country manager
ICT	Information Communications and Technology
IDD	Investment Design Description
IPR	Investment Performance Reporting
IMR	Investment Monitoring Report
LTP	Long-term personnel
MERLA	Monitoring, Evaluation, Research, Learning and Adaptation
MoF	Ministry of Finance
MWCSD	Ministry of Women, Community and Social Development
NGO	Non-Government Organisation
NZMFAT	New Zealand's Ministry of Foreign Affairs and Trade
PPA	Partner Performance Assessment
SGAP	Samoa Gender Action Plan
SHDSI Program	Samoa Human Development and Social Inclusion Program
SRHR	Sexual and Reproductive Health and Rights
STP	Short-term personnel
VAWG	Violence Against Women and Girls
WHS	Work Health and Safety

1. INTRODUCTION

- 1.1 The Samoa Human Development and Social Inclusion (SHDSI) Program will deliver Australia's commitments in the latter phase of the Samoa COVID-19 Development Response Plan (2020-

22) (CRP) and then help build the human development foundations required for Samoa's health security, economic recovery and continued stability thereafter.

- 1.2 The Program will focus on five Pillars: **Education, Health, Gender, Disability, and Social Inclusion**. It will support policy, systems, and practice where there is scope to test the potential for transformational change and draw on a broad suite of mutually supportive service lines. The program will have the option of scaling up and down in each sector over time and placing technical experts to test the scope and appetite for reform. In principle, program decisions will be shaped by the two governments' understanding of needs and opportunities, and the comparative advantage of DFAT vis-à-vis other development partners and agencies.

2. **CONTRACT PHASING**

Inception and Design Phase: November 2021 – August 2022

- 2.1 During the Inception and Design Phase, the Contractor will provide the following services:
- (a) Component 1: Development of the Investment Design Document;
 - (b) Component 2: Education Sector Technical Support Services; and
 - (c) Component 3: Samoa Gender Action Plan (SGAP).

Implementation Phase: August 2022 – November 2025

- 2.2 The Contractor will implement the SHDSI Program in line with the Design and Statement of Requirements developed as part of the Inception and Design Phase (and Components 2 and 3 as outlined below).

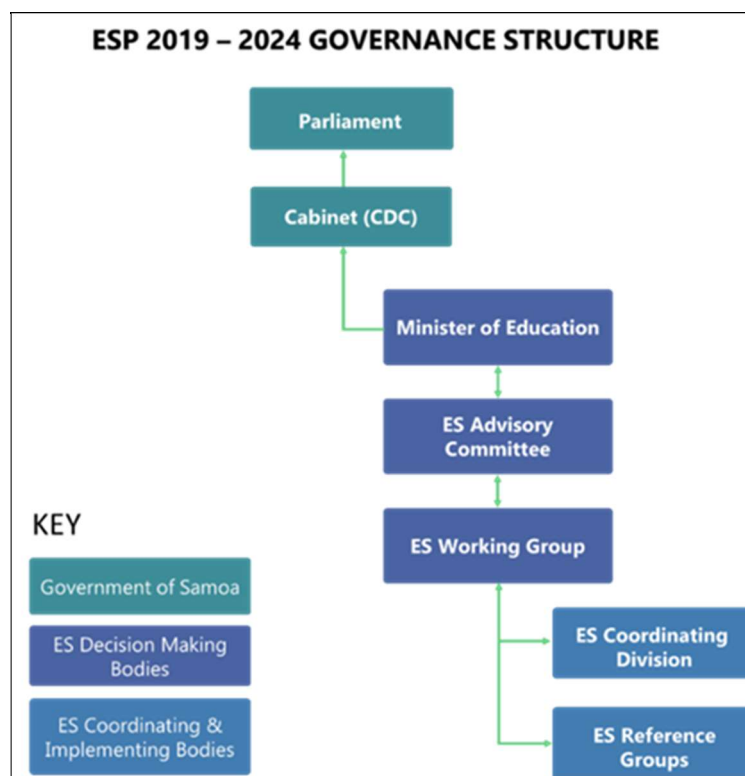
3. **PROGRAM GOALS AND END OF PROGRAM OUTCOMES**

- 3.1 The goal of the program is to accelerate progress towards improved human development outcomes for all Samoans, e.g. as reflected in improved learning outcomes *for all* and improved prevention, control and management of communicable and non-communicable diseases. It is anticipated to have three end-of-investment-outcomes (EIOs), all of which would reflect the collective endeavour of DFAT, the GoS, Contract Manager, and the delivery partners:
- (a) Government and non-government providers deliver higher quality essential services and programs [i.e. quality].
 - (b) More people have access to essential services and programs (e.g. SRHR, VAWG counselling, social protection), including women, girls, people with disabilities and vulnerable people [i.e. access and equity].
 - (c) Australian assistance incentivises the Government of Samoa to address policy reform, system bottlenecks and pursue collaborative partnerships and innovation to maximise resources and improve service delivery outcomes [i.e. ways of working and sustained benefits].

4. PROGRAM GOVERNANCE ARRANGEMENTS

4.1 The governance arrangements for the **Inception and Design Phase** will be established within **one month** of the Project Start Date and be included in the Design Work Plan. The Statement of Requirements developed as part of the IDD will outline the governance arrangements for the Implementation Phase.

4.2 **Component 2:** The governance arrangements will continue as per the Education Sector Plan (2019-24) as outlined in the diagram below:



4.3 The **Education Sector Advisory Committee (ESAC)** will be the key governance body reporting to the Parliament, Cabinet and Finance Minister. It will be independently chaired by a public service chief executive officer from outside the education sector and comprised of chief executives of the Implementation Agencies, senior representatives from DFAT and NZMFAT, CEOs of six government departments and representatives of other sector stakeholders. The ESAC functions will include review and approvals of annual work; monitor progress of Education Sector Plan (2019-2024) (ESP) implementation, provide policy and strategic guidance on sector activities and monitor and address risks.

4.4 **The Education Sector Working Group (ESWG)** will provide a key forum for coordinating the operation of the Implementing Agencies (IAs) and the reference group chairs. Its membership will be comprised of senior representatives from each of the IAs and Ministry of Finance, Program Managers from DFAT and NZMFAT and reference group chairs. ESWG functions will include review and action ESAC resolutions, review and advise on all sector reports, work plans and budgets, review the GoS's Education Sector's Monitoring, Evaluation, Learning Framework, Medium-Term Expenditure Framework and Risk Management matrices.

4.5 **The Education Sector Coordination Division (ESCD)** is the critical linking mechanism in the governance structure. It comprises a team of specialists covering sector responsibilities such

as policy development, planning, reporting, and supporting sector governance, financial and risk management. Its key tasks include collating and analysing data to measure progress, monitor performance to meet Development Partner requirements and coordinate discussions and debates of sector policies.

- 4.6 Component 3: The main governance body will be a Program Steering Committee (PSC) that includes DFAT, Ministry of Finance (MoF), Ministry of Women, Community and Social Development (MWCSD), Pacific Women and all implementing agencies as members (with membership extended to other relevant parties as identified by DFAT). The PSC will provide high-level oversight and strategic policy advice and guidance on the program. It will also be used as a mechanism for leveraging partnerships and mobilising resources for the implementation of SGAP and to coordinate on activities that other partners may be undertaking. It will meet on a quarterly basis.

5. **ROLES AND RESPONSIBILITIES OF KEY STAKEHOLDERS**

Australia Government - DFAT

- 5.1 A DFAT Program Management team will be based at Apia Post and will:
- (a) Maintain and strengthen bilateral relations with GoS partners, direction setting (with GoS), and oversight of the Investment's performance.
 - (b) Lead high-level or strategic engagement with GoS, development partners and whole-of-government agencies.
 - (c) Lead strategic meetings and regular operational and strategic guidance discussions unless otherwise agreed.
 - (d) Facilitate opportunities, resolve bottlenecks, and manage risks.
 - (e) Ensure effective coordination and coherence between the SHDSI Program, other DFAT bilateral investments including the forthcoming Governance & Economic Growth (GEG) Program, and Australia's regional and global investments more broadly; and facilitate evidence-informed decision-making. DFAT will retain ultimate decision-making authority for all programs.
 - (f) Engage at the technical and political level.
 - (g) Monitor the performance of the program.
 - (h) Ensure that the program is working within the political economy of DFAT, Samoa and the region.
 - (i) Provide access to all documents relevant to the design and ongoing implementation of the Program.

Role of the Government of Samoa

- 5.2 The Government of Samoa will:
- (a) Set the direction for the Program to ensure alignment with GoS's development priorities.
 - (b) Establish institutional and political preconditions for program and activity-level successes.
 - (c) Ensure inter- and intra-ministry coordination and collaboration.

- (d) Facilitate access to relevant data and information for design and implementation.
- (e) Ensure availability of appropriate GoS personnel during design and implementation.
- (f) Identification of opportunities for future interventions.
- (g) Actively participate in agreed governance arrangements for the Program.
- (h) Input to the Work Plan to be delivered by the Contract Manager.
- (i) Actively participate in reviews and ex-post assessment of activities and follow-up on agreed actions for GoS.

Role of Contractor

5.3 The Contractor will:

- (a) Act upon the instruction of DFAT and the governing groups, while having licence to think and act within agreed parameters where measures are consistent with the identified outcomes, key policy priorities, and agreed operating principles.
- (b) Form part of a partnership involving DFAT, GoS and the delivery partners.
- (c) Support partners to look across sectors/actors, to see the interdependencies within the overarching theory of change, and to identify opportunities for influencing or intervening to strengthen the system to achieve program outcomes.
- (d) Complement and add value to the established and trusted relationships between DFAT and the GoS.
- (e) Report directly to DFAT at Apia Post.
- (f) Be responsible for the day-to-day management and implementation of the Program's objectives in a manner that is effective, efficient, and achieves the Program's goal and end of program outcomes.
- (g) Provide all personnel, resources, and management services to undertake all relevant planning, coordination, management, monitoring and evaluation, liaison, consultation, and administration necessary for the effective implementation of the Program, including sub-contracting.
- (h) Provide all corporate procedures, policies and functions as necessary to deliver the Services, including but not limited to, office management, ICT, data management, grant management, human resources, quality assurance, child protection, anticorruption and fraud compliance, information and knowledge management, anti-discrimination, bullying and harassment policies, WHS, security and financial management. This includes complying with the relevant policies listed on the DFAT website, such as (but not limited to) Aid Risk Management. Refer to: <https://dfat.gov.au/aid/topics/Pages/aid-topics.aspx>
- (i) Ensure that all Personnel undergo ongoing formal training in the systems and procedures set out in the Interim Procedures Manual and ensure that staff comply with the Interim Procedures Manual (see clause 15.3, Table 4 of this Statement of Requirements).
- (j) Comply with all DFAT policies and reporting requirements relating to the management of risks and safeguards. This will include developing and maintaining the Risk Register, keeping DFAT regularly informed of emerging risks and risk escalation, as well as managing delivery of mitigation measures to reduce risks.
- (k) Act in accordance with DFAT's policies and support SHDSI program implementation of

its obligations under international conventions, particularly the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), Convention on the Rights of Children (CRC) and the Convention on the Rights of People with Disabilities (CRPD).

6. **SERVICES**

Inception and Design Phase: November 2021 – August 2022

- 6.1 The Contractor must be resourced and ready to support DFAT in the delivery of the following Program Activities.

Component 1 - Development of the Program Design Document

- 6.2 The Contractor, in close consultation with DFAT, will:

- (a) Design the delivery model and framework for an effective mechanism providing Australia development programs in Samoa with fit for purpose enabling support options including, but not limited to technical assistance, that meets DFAT's design and M&E standards and uses the template available at <https://www.dfat.gov.au/about-us/publications/Pages/dfat-led-investment-design-template>) that meets DFAT's Investment Design Quality Criteria (available at <https://www.dfat.gov.au/about-us/publications/Pages/investment-design-quality-criteria>) and conforms to DFAT's documentary standards as outlined in this Contract.
- (b) As part of the Design, develop an amended Implementation Statement of Requirements and first year Annual Work Plan, providing a clear plan of the steps required for the Implementation phase of the Program.

- 6.3 Undertake the services in accordance with the Design Teams Terms of Reference – Annex 1 [Terms of Reference].

NOTE to tenderers: To be refined and agreed between DFAT and the successful Tenderer and become part of the Design Work Plan]

- 6.4 The Contractor will provide all management, coordination, implementation, and support resources necessary for the Design Team to deliver the design of the Program including, but not limited to:

- (a) Reviewing a broad range of development, investment, and activity level documentation.
- (b) Producing analysis based on strategic guidance, lessons learned and evidence from research, evaluations, and program implementation in relevant programs (Australian and other partners).
- (c) Undertaking consultations with a wide range of stakeholders relevant to the Program design.

- 6.5 The Contractor will develop a design and Implementation Statement of Requirements that includes:

- (a) Based on analysis and consultation, identification of the most appropriate delivery model, either facility or flexible program, and includes consideration of the model most likely to support achievement of the EIOs, manageability, and value for money (including cost-effectiveness) considerations.
- (b) A range of flexible implementation services that can respond to development priorities

in an adaptive way, accounting for resourcing limitations of Apia Post.

- (c) Where common needs are identified across sectors, outline a rationale, and propose for any retained strategic, technical, cross-cutting or implementation support to provide shared services.
- (d) Further clarify the End-of-Investment outcomes to ensure they are clearly defined, measurable and achievable.
- (e) A clear theory of change that demonstrates the pathways for change to achieve the EIOs and also identifies the relationship between this Program and other bilateral and regional DFAT investments (including forthcoming Governance and Economic Growth Program).
- (f) Defining which existing programs will be included within SHDSI and any required transition arrangements of these.
- (g) Appropriate approaches for a small number of investments/programs that the Contractor will undertake some aspects of their administration but that DFAT will retain management responsibility for, e.g. the Direct Aid Program.
- (h) A Monitoring, Evaluation, Research, Learning, and Adaptation (MERLA) Plan that will support shared learning, responds to any identified areas of additional research and analysis, and contributes to country-level M&E, including consideration of the facility performance assessment framework (if required).
- (i) A comprehensive risk and safeguards tool/register, including close consultation with relevant internal DFAT safeguards areas to respond to identified risks/safeguard.
- (j) Gender, disability, and social inclusion considerations, with underpinning analysis annexed to the design.
- (k) Based on value for money and other analysis, identify and embed in the design opportunities to enhance economies of scale and efficiencies.
- (l) Ensure administrative arrangements are streamlined and fit for purpose; and
- (m) Retain flexibility to respond to other emerging needs and ad hoc requests.

6.6 Within **2 months** from the Project Start Date, the Contractor will develop a **Delivery Options Paper**, that, following sufficient analysis and consultation, makes a recommendation and justification to DFAT as to the best delivery model (either facility or flexible program). The Delivery Options Paper will include the following considerations:

- (a) which delivery model is most likely to support achievement of EIOs.
- (b) which delivery model supports DFAT's manageability of the Program accounting for its broader development program portfolio, ability to respond to opportunities flexibly and in a way that enhances its relationship with GoS.
- (c) a value for money assessment, including of cost-effectiveness.

6.7 Within **14 days** of receiving the **Delivery Options Paper**, DFAT will issue a notice:

- (a) Approving the Delivery Options Paper; or
- (b) Requiring the Contractor to rectify or amend the Delivery Options Paper and re-submit it to DFAT within seven (7) days or as agreed in writing with DFAT.

- 6.8 Within **4 months** of the Project Start Date, the Contractor must prepare and submit to DFAT an **Initial IDD** which:
- (a) Sets out the proposed structure of the Draft IDD including a preliminary breakdown of the Project into components and implementation proposals.
 - (b) Fully outlines the information obtained from the consultative activities undertaken during the Design Phase.
 - (c) Provides an indicative time schedule for the Implementation Phase; and
 - (d) Contains the Contractor's proposed outline of and approach to a systematic Risk Management Plan prepared in accordance with DFAT Guidelines for Risk Management which will identify and analyse potential risks to the Project and appropriate responses to those risks, with the full Risk Management Plan being submitted as an integral part of the IDD.
- 6.9 Within **14 days** of receiving the **Initial IDD**, DFAT will issue a notice:
- (a) Approving the Initial IDD; or
 - (b) Requiring the Contractor to rectify or amend the Initial IDD and re-submit it to DFAT within seven (7) days or as agreed in writing with DFAT, in which event the Contractor will continue to perform the Inception Phase and this clause shall apply to the resubmitted Initial IDD.
- 6.10 Within **10 days** of DFAT's **approval** of the **Initial IDD**, the Contractor must prepare and submit to DFAT a Draft IDD in accordance with the approved Initial IDD that meets the design requirements as set out in DFAT's Aid Programming Guide and in the Design Terms of Reference.
- 6.11 The Contractor will amend the Draft IDD, if instructed to do so by DFAT and thereafter submit the Final IDD **within 7 days** of receiving feedback to DFAT for appraisal.
- 6.12 The Contractor must attend and participate in Design Work Plan meetings as outlined in the Design Work Plan or as required by DFAT. Within **45 days** of receiving the Final IDD or a revised Final IDD, DFAT will issue a notice in which it either:
- (a) approves the Final IDD; or
 - (b) rejects the Final IDD and by written notification requires the Contractor to rectify or amend the Final IDD within the time stated in the notice in which event this clause shall apply to the re-submitted Final IDD.
- 6.13 The Final IDD will form the key reference document for the Program.
- 6.14 Endorsement of the IDD by DFAT's Aid Governance Board may be needed and DFAT will advise if this is required. If AGB endorsement is required, DFAT will require another **15 days** to respond.

Design and Inception Phase Milestones

Milestone	Description	Due date
Design Work Plan	Submitted as part of the tender process that will include the proposed design approach, methodology, key design questions and clearly outline the role of each team member. The Design Plan will reflect the DFAT M&E Standard 1 (Investment Design)	Within 1 month from the Project Start Date
A Delivery Options Paper (DOP)	Following sufficient analysis and consultations, the DOP will make a recommendation and justification to DFAT as to the best modality. This will include a value for money assessment. Refer to clauses 6.6 and 6.7	Within 2 months from the Project Start Date
Initial IDD	<p>The Initial IDD will:</p> <ul style="list-style-type: none"> (a) Sets out the proposed structure of the Draft IDD including a preliminary breakdown of the Project into components and implementation proposals. (b) Fully outlines the information obtained from the consultative activities undertaken during the Design Phase. (c) Provides an indicative time schedule for the Implementation Phase; and (d) Contains the Contractor's proposed outline of and approach to a systematic Risk Management Plan prepared in accordance with DFAT Guidelines for Risk Management which will identify and analyse potential risks to the Project and appropriate responses to those risks, with the full Risk Management Plan being submitted as an integral part of the IDD. 	Within 4 months of the Project Start Date

Draft Investment Design document (IDD) of up to 25 pages plus annexes which is consistent with the APG and DFAT design standards.	<p>The IDD must include the following annexes:</p> <ul style="list-style-type: none"> (a) Program Logic model (if not included in the main document); (b) Implementation and Governance Arrangements (including organisation chart and other details as appropriate including roles/responsibilities of stakeholders); (if not included in the main document) (c) Policy Dialogue matrix; (d) 'Minimum Sufficient' M&E Framework. If a facility is chosen as the preferred modality it must include a Facilities PAF that is consistent with DFAT standards; (e) Risk and Safeguards Tool including the risk register (f) Budget and Resourcing Requirements (including costing methodology) (g) Gender and Social Inclusion Strategy (h) Implementation Plan (i) Draft amended Implementation State of Requirements (refer to clause 6.5). 	Within 10 days of DFAT's approval of the Initial IDD
Final Investment Design Document	The IDD will be amended and submitted within 7 days of receiving feedback to DFAT for appraisal.	Within 7 days of receiving feedback on the Draft IDD

Component 2: Education Sector Support Program (ESSP) - Technical Assistance Support

Education Sector Support Program Background

- 6.15 The Government of Australia is keen to support Samoa to undertake a sector-wide and systems-led approach to enabling transformative change at scale, not least at primary and junior levels of the education sector. Against that backdrop, Australia and New Zealand has opted to support implementation of Samoa's Education Sector Plan (ESP) (2019-24) by way of a new phase of the ESSP (2021-25). The ESSP will offer a basket of mutually-reinforcing

investments – budget support, technical assistance, partnership brokering and policy dialogue – that support and help nudge the system to do things better, more sustainably and more inclusively.

6.16 The expected outcomes of the ESSP and ESP are shared:

- (a) Improved learning outcomes at all levels (Expected Outcome 1).
- (b) Increased rates of participation and completion at all levels (Expected Outcome 2).
- (c) Increased rates of employment for graduates (Expected Outcome 3).
- (d) More decision making is informed by data analysis, research, policy, and reviews (Expected Outcome 4); and,
- (e) All education sector coordination responsibilities efficiently managed (Expected Outcome 5)

ESSP - Technical Assistance Support (TAS)

6.17 The purpose of the Education Sector Support Program – Technical Assistance Support (ESSP-TAS) is to provide technical assistance for accountability and quality assurance in support of implementation of Samoa's Education Sector Plan. The TAS is funded by Australia only. The objectives of the technical assistance are to:

- (a) Procure and manage highly experienced and skilled national and international expertise in specific areas, identified, to support the management and implementation of the ESSP.
- (b) Provide policy level advice and knowledge in agreed areas of education including (but not limited to): strategic planning and monitoring and evaluation; teach policy, early childhood education, literacy and numeracy, post-secondary education and training and inclusive education.
- (c) Facilitate the provision of evidence base sector data for improved decision-making to enhance policy dialogue amount all stakeholders including GoS and DPs (please expand).

Services

6.18 The Contractor will:

- (a) Provide trusted, yet independent in-house advice, technical assistance, support, peer review, and encouragement to key decision-makers, with a view to building the understanding, insight, courage, and confidence for policy implementation and reform to occur.
- (b) Procure technical advice and support to important initiatives at the right time and to the right places in the education system.
- (c) Broker new partnerships and strengthening existing relationships (e.g. in working groups) to broaden the range of perspectives, resources, and solutions available to actors in the education sector.
- (d) Rapidly analyse and synthesise evidence to distil issues of significance, sense-check working ideas, and to facilitate the co-creation of informed responses in policy and programming.

- (e) Conduct strategic reviews and evaluations that meet information needs and which provide the insight, credibility, and legitimacy for informed action to be taken.
 - (f) Convene and facilitate events that enhance dialogue and support collaborative engagement between IAs and other sector actors, including those working at the frontline (e.g. in schools).
 - (g) Provide informal, on-the-job competency development to key decision-makers within the IAs, ESWG, ESAC and others as appropriate, with a view to enhancing the capability – the ability – of the government to interpret data/evidence, plan, adapt and ultimately deliver its commitments.
 - (h) Deliver tailored training where required to cement informed decision-making.
- 6.19 The Contractor will provide an Education In-country Manager (ICM) and appropriate support personnel.
- 6.20 The ICM will act as the focal point for TAS, Development Partners, the ESCD and the Implementing Agencies. Contractor personnel will provide administrative, financial, and logistical support to the TAS.
- 6.21 The Contractor will provide short term personnel in the following areas:
- (a) Early Childhood Education
 - (b) Literacy and Numeracy
 - (c) Teacher Quality
 - (d) Information Communications and Technology (ICT)
 - (e) Inclusive Education
 - (f) Post-Secondary Education and Training
 - (g) Monitoring and Evaluation
 - (h) And other areas as required
- 6.22 The Short-Term Personnel will develop work plans consistent with their period of engagement.
- (a) The Short-Term Personnel Work Plans will be approved by the respective division or sector task force.
 - (b) The Short-Term Personnel will provide regular progress reports based on the work plans and tabled at the ESWG as part of the sector progress reports.

Component 3: Gender Sector Support Services

Samoa Gender Action Plan Background

- 6.23 The SGAP 2021-23 will build on the previous Samoa Gender Country Plan (2015-2019) while adjusting approaches in response to lessons learned and changes in context. The following pillars have been identified as the focus areas for SGAP:
- (a) Women's health (including sexual and reproductive health and sports);
 - (b) Women's safety (including ending violence against women); and
 - (c) Economic empowerment (security, access, participation, and decision making).

- 6.24 Under DFAT's Samoa COVID-19 Development Response Plan (CRP) a number of result indicators have been identified to guide program activities and data collection. These include:
- (a) Number (and nature) of instances of improved policies and/or measures that seek to combat gender-based violence.
 - (b) Number of women and men accessing SRHR services provided with Australian support.
 - (c) Number (and nature) of instance of improved social protection-related policies and/or measures.
 - (d) Number of women and girl survivors receiving support services; and
 - (e) Number of people supported to have raised incomes and better jobs or livelihoods.
- 6.25 The design for SGAP is still underway and outcomes and results will be achieved through a mix of modalities. MWCSO will implement activities in support of the outcomes, identified in an agreed workplan. The program will work with a limited number of organisations, NGOs and civil society to deliver the key outcomes for the program. Funding to these organisations will be multi-year, predictable and provided at the outset of the program.

Services

- 6.26 The Contractor will:
- (a) Provide Gender Program Coordinator and in-country support personnel as required for management of the SGAP.
 - (b) Provide technical assistance and other support to delivery partners to build their organisational capacity in safeguard management (including child protection), strategic planning, financial management, leadership, and human resource development, monitoring and evaluation and reporting.
 - (c) Manage Grants with selected Delivery Partners in line with clause 6.4 (Procurement and Grants) of Schedule 3 and support partners to progress agreed activities and actions to achieve the SGAP outcomes.
 - (d) Be responsible for submitting consolidated reports to DFAT from selected Delivery Partners that report against progress towards achievement of the SGAP outcomes.
 - (e) Provide gender technical support and advice to DFAT staff and DFAT's other bilateral programs in Samoa, including the Samoa GEG Program, on:
 - (i) Gender mainstreaming.
 - (ii) Promoting gender inclusive practices that are informed by gender analysis.
 - (iii) Improving reporting on gender through regular program reports, Investment Monitoring Reports and Annual Progress Reports; and
 - (iv) Other areas as required.

7. IMPLEMENTATION PHASE WORK (August 2022-November 2025)

- 7.1 In consultation with DFAT, the Contractor will develop a Statement of Requirements as part of the Final IDD including:
- (a) Timeframes within which the Implementation Phase will be carried out.
 - (b) Set up of operations and administration under the new design, including required policies and procedures for operation.

- (c) Establishing governance mechanisms, monitoring, evaluation, research, learning and adaptation frameworks and other arrangements identified in the design.
 - (d) Which services and activities will be ready to be delivered at the establishment of the mechanism.
 - (e) Considerations to transition from the Inception to Implementation phase.
 - (f) Relevant key issues that will guide the work that the Contractor must undertake under the new design; and
 - (g) Office space, including any proposed in-country offices.
- 7.2 If DFAT approves the Final IDD (including the Statement of Requirements) then the DFAT approved Statement of Requirements and any adjustments to Schedule 2, will be incorporated into this Contract by a Deed of Amendment in accordance with clause 21.1 (Amendment) of Schedule 3 (Standard Contract Terms and Conditions).

8. **OFFICE AND PERSONNEL**

Office Operations

- 8.1 The Contractor will establish an office, and make available, an office in *[insert details from tenderer's bid]*, with Specified Personnel to be based in *[insert details from tenderer's bid]*.
- 8.2 The Contractor must provide all operational corporate procedures, policies, and functions as necessary to deliver the Services, including but not limited to:
- (a) Developing and maintaining policy procedures manuals, including an Operations Manual.
 - (b) Office management, ICT, data management.
 - (c) Human resources, quality assurance.
 - (d) Due diligence of delivery partners.
 - (e) Anticorruption and fraud compliance.
 - (f) Child protection and prevention sexual exploitation, abuse, and harassment.
 - (g) Information and knowledge management, security, and financial management.
 - (h) Anti-discrimination, bullying and harassment policies.
 - (i) Work Health and Safety (WHS); and
 - (j) Complying with the relevant policies listed on the DFAT website such as (but not limited to) Aid Risk Management.

Please refer to: <https://dfat.gov.au/aid/topics/Pages/aid-topics.aspx>

Specified Personnel

- 8.3 The Contractor will provide the following Specified Personnel in accordance with clause 7.3 (Personnel), Schedule 3 (Standard Contract Terms and Conditions). The Contractor will also endeavour to ensure the availability of the Specified Personnel for the term of the contract unless exceptional circumstances arise.

Table 2: Specified Personnel

Position	Contact with Children
Design Team Lead	Yes
*Education In-country Manager	Yes
*Gender Program Coordinator	Yes
<i>[To be completed in accordance with the successful Tenderer's Tender]</i>	

**These positions will be novated to the contractor for at least the inception period (November 2021-August 2022)*

- 8.4 The Contractor will monitor Specified Personnel and work and progress to ensure outputs are delivered on time, and to a high standard.
- 8.5 The Contractor will foster an inclusive and diverse team, with nationals from Samoa where possible. This will also include implementing strategies to maximise gender equality, disability inclusion and other diversity measures.

Recruitment skill sets

- 8.6 In addition to the above Specified Personnel, the Contractor must ensure personnel have the appropriate mix of skills in areas including but not limited to:
- (a) Deep understanding of the Pacific, preferably Samoa, including understanding of cultural protocols.
 - (b) Experience in designing multi-sector programs.
 - (c) Experience in delivering multi-sector programs.
 - (d) Experience in using political economy analysis and thinking and working politically approaches to enhance program implementation.
 - (e) Excellent cross-cultural communication, including experience influencing change on difficult issues in a culturally sensitive way.
 - (f) Experience in delivering effective, evidence-based gender and social inclusion approaches in both ends and means.
 - (g) Excellent inter-personal, negotiation and collaboration skills with experience in complex stakeholder management.
 - (h) Experience in delivering fit-for-purpose monitoring, evaluation, research, learning, and adaptation approaches that enhance program implementation and evidence-based reporting; and
 - (i) High-level technical expertise in SHDSI priority areas and integrating climate change considerations.
- 8.7 The Contractor will mobilise a team to support, administer, manage, and implement the Program including:
- (a) Establishing systems for identifying appropriately qualified long-term personnel (LTPs)

with a preference for Nationals where possible.

- (b) Identify short-term personnel (STP) roles based on requirements from partners as stated in the Annual Work Plans, and establish systems for rapid and efficient deployment of STPs; and
- (c) Ensure appropriate security and WHS arrangements are in place.

8.8 The Contractor will ensure that all personnel:

- (a) Are selected under fair and transparent recruitment processes (DFAT may grant exceptions if/when approval is sought) including being suitably qualified and experienced to deliver on their identified positions.
- (b) Have up-to-date Terms of Reference (to be included as part of the Operations Manual as needed) including performance indicators.
- (c) Are briefed on mobilisation/demobilisation and have a clear understanding of their entitlements.
- (d) Are briefed on and comply with relevant DFAT and the Government of Samoa's policies and requirements (including legal, employment and tax regulations); have appropriate cultural awareness and sensitivity.
- (e) Behave ethically and appropriately at all times.
- (f) Are supported, with processes in place to share corporate knowledge, mentor and retain personnel; and
- (g) Comply with and undergo ongoing training in the systems and procedures set out in the Operations Manual.

Personnel management and assessment

8.9 The Contractor, in accordance with clause 7.3 (Personnel) of Schedule 3 (Standard Contract Terms and Conditions), will ensure all Personnel are adequately managed for performance, have regular performance appraisals, and are subject to appropriate remedies and support for any identified performance issues; and if needed to advise DFAT of any significant issues with Personnel performance on an exception basis.

Sub-contractors and partners

8.10 The Contractor will ensure that there is a collaborative approach amongst sub-contractors and partners including on:

- (a) Strategic issues, to minimize the siloing of inputs; and
- (b) Communications, to present as one program rather than differing sub-contractors or partners. The Contractor will ensure its Personnel are appropriately skilled and qualified and personnel management fosters an inclusive and diverse team.

9. **GENDER, EQUALITY, DISABILITY AND SOCIAL INCLUSION (GEDSI) AND CROSS-CUTTING ISSUES**

9.1 The Contractor will advance gender equality and promote the empowerment of women and girls by adopting a gender-responsive and socially inclusive approach through:

- (a) Developing and implementing a GEDSI Strategy for the Program that is based on analysis of the GEDSI situation in Samoa and lessons of what works in Samoa.

- (b) Supporting gender mainstreaming across all aspects of the SHDSI Program.
- (c) Use of sex-disaggregated data (gender-disaggregated where possible) for project design, implementation and monitoring and evaluation as well as data disaggregated by disability and age.
- (d) Mechanisms such as separate sex groups and quotas to ensure women's equal representation and participation in community decision-making.
- (e) Encouraging the employment of, and mentoring and professional development of female staff to develop leadership skills and role models for women's empowerment.
- (f) A focus on building the capacity of delivery partners to better understand and implement GEDSI approaches through awareness raising, mentoring, and training; and
- (g) Provide technical advice and support on gender to DFAT staff and other DFAT bilateral programs as requested by DFAT.

9.2 The Contractor will address the following other cross-cutting issues in all program activities:

- (a) Program oversight through informed and responsive management.
- (b) A focus on capacity building using enhanced systems, mentoring, and training; and
- (c) climate change, environment, and safety, which will be incorporated in planning, design delivery and maintenance.

10. **MONITORING, EVALUATION, RESEARCH, LEARNING, AND ADAPTATION**

10.1 The approach to Monitoring, Evaluation, Research, and Learning, and Adaptation (MERLA) will align with DFAT's and the contractors MERLA standards.

10.2 The Contractor must document the MERLA system in its Monitoring, Evaluation, Research, Learning, and Adaptation Plan. The Contractor must establish and maintain all necessary data collection, management, and analysis systems. The emphasis will be on clarity and usefulness, linking directly to DFAT decision making processes and reporting needs.

10.3 The MERLA system will link with DFAT's performance and quality framework. It will build upon the existing MERLA information to maximise longitudinal analysis and sustain effective practices and processes. The MERLA system should include:

- (a) Baseline analysis to be completed immediately following the approval of the MERLA Plan by DFAT, against which results, and performance can be reviewed.
- (b) A set of guiding evaluation questions.
- (c) A MERLA framework specifying meaningful performance indicators.
- (d) A system for implementing and monitoring the collection and use of management information that will underpin a regular cycle of reflection, learning and continuous improvement.
- (e) Routine monitoring of sub-contracted services.
- (f) A reporting framework that supports and aligns with DFAT's wider reporting structure; and
- (g) Ethical standards.

- 10.4 The MERLA system must have the ability to disaggregate data according to necessary variables such as sex, (gender where possible), disability and location.
- 10.5 The Contractor must ensure the MERLA system is designed to feed into decision making for the Annual Work Plan and inform ongoing management of the investment.
- 10.6 The Contractor will review the MERLA Plan as part of each year's review and annual reporting. An updated version will be provided to DFAT following discussion and agreement on changes to be made.
- 10.7 The Contractor is required to participate in any independent external reviews commissioned by DFAT, including providing relevant and necessary information about the Program.
- 10.8 If applicable, the MERLA system must comply with DFAT's Guidance on Performance Assessment Frameworks for Facilities.
- 10.9 The MERLA system, including relevant baseline information, must be in place and operational within 12 months of the Implementation Phase Start Date.

11. **INFORMATION SYSTEMS**

Procurement and Grants Management

- 11.1 In line with Clause 6.4 (a) (i) (Procurements and Grants) of Schedule 3(Standard Contract Terms and Conditions) procurements and expenditure undertaken by the Contractor should comply with the *principles* of the GoA's *Commonwealth Procurement Rules*.
- 11.2 Grants and expenditure by the Contractor should comply with the principles of the Commonwealth Grant Guidelines. The Contractor, as the granting entity, must also ensure that there is no conflict of interest between itself (including consortium partners) and grantees.
- 11.3 The Contractor will:
- (a) With DFAT, negotiate Grant Agreements with organisations, including agreement on which target locations each organisation will work in.
 - (b) Once Grant Agreements are agreed, manage financial grants to organisations as required by DFAT. This will include reviewing grant proposals and annual work plans, monitoring of performance, and financial management; and
 - (c) Establish effective communications with grantees and meet with grantees at least every three months.

Financial Management System

- 11.4 The Contractor is responsible for the financial management and monitoring of all Contract funds. The Contractor must establish a financial management system and procedures required to enable these functions to be performed, including, at a minimum:
- (a) Financial acquittal procedures for all activities that enable reporting in a format and at a time acceptable to DFAT including preparation of financial reports on a quarterly basis.
 - (b) Clear responsibilities of all parties in relation to financial management.
 - (c) Mechanisms and procedures to ensure the timely and efficient provision of funds and for monitoring of their use.

- (d) A program of financial and compliance audits of recipients of funding through this Contract, where appropriate.
- (e) Undertaking financial audits (as per clause 14.3 (Audit) of Schedule 3 (Standard Contract Terms and Conditions) including an independent financial audit every two years and otherwise where DFAT has reasonable concerns regarding the contractor's financial management systems; and
- (f) Provision of briefings, information and training for all relevant stakeholders in the application of the Contractor's financial management procedures and accounting, reporting and audit requirements.

Fraud Control

11.5 The Contractor will:

- (a) Document and demonstrate its efforts in preventing, detecting and correcting fraud in accordance with clause 10.8 (Fraud) of Schedule 3 (Standard Contract Terms and Conditions).
- (b) Develop a *Fraud Control Strategy*, to be submitted as part of the *Procedures Manual* (refer to clause 15.3, Table 5 of this Schedule for further details):
- (c) Provide fraud awareness training for all personnel.
- (d) Ensure all personnel are aware of fraud reporting procedures and are actively encouraged to report suspected fraud through the appropriate channels; and
- (e) Conduct due diligence checks on downstream partners and grant recipients (in line with the required financial and compliance audits of grant recipients under clause 7.6 (Grant Recipients) of Schedule 3 (Standard Contract Terms and Conditions)).

12. **RISK MANAGEMENT AND SAFEGUARD**

Risk and safeguard measures

- 12.1 The Contractor will be responsible for identifying and managing risks using the Risk Management Plan including Safeguard Screening and Monitoring Protocols and will report to DFAT regularly. The Risk Management Plan will be updated regularly. Risk reporting will also be captured in the Operations Manual and progress reports.
- 12.2 The Contractor will comply with all DFAT policies and reporting requirements relating to the management of risks and safeguards; this includes:
 - (a) Developing and maintaining a Risk Register.
 - (b) Keeping DFAT regularly informed of emerging risks and risk escalation.
 - (c) Undertake ongoing environmental scanning to proactively identify emerging risks to the extent possible.
 - (d) Managing delivery of mitigation measures to reduce risks.
 - (e) Comply with the Commonwealth Procurement Rules in relation to screening entities and individuals through publicly available databases and blacklists.
 - (f) Advise DFAT of any changes to ensure Australian funds are not used to support institutions and/or individuals that promote, associated with terrorism.
 - (g) In consultation with DFAT, be responsible for undertaking due diligence assessment of third-party partners and/or individuals to identify and assess implementing partner

risk prior to entering into an agreement and providing funding support under the Program. This will include assessment of risk associated with using partner government systems, if necessary.

- (h) Use the DFAT Safeguards Policy and related guidelines to assess and manage five safeguards:
 - (i) Environmental protection.
 - (ii) Children, vulnerable and disadvantaged groups.
 - (iii) Displacement and resettlement.
 - (iv) Indigenous peoples; and
 - (v) Health and safety.
- (i) Regularly inform DFAT of any risk escalation or emerging risks and agreed on risks mitigation strategy.
- (j) Request any support that may be required from DFAT to help manage / mitigate these risks.
- (k) Immediately notify the appropriate authorities and DFAT of all events or issues that might involve child protection or PSEAH safeguards.

Environmental, Social and Climate Change Safeguards

- 12.3 The Contractor must use the Environmental and Social Safeguard Policy for the Aid Program and related guidelines to assess and manage five safeguards: Environmental protection; Children, vulnerable and disadvantaged groups; Displacement and resettlement; Indigenous peoples; and Health and safety.

<https://www.dfat.gov.au/about-us/publications/Pages/environmental-social-safeguard-policy>

13. MEETINGS

- 13.1 The following is an indicative meetings schedule that will be revised as per the requirements of the Inception and Design Phase and at the direction of DFAT. The Contractor must attend the following meetings with DFAT during the Term of the Contract.

Table 3: Meetings

Meeting type	Location	Indicative Date
Introduction Meeting	Apia/Virtual	Within the first 5 days of the Project Start Date
Design Work Plan Meetings	Apia/Virtual	Within 1 month of the Project Start Date To be inserted from the Tenderers/Agreed Design Work Plan

Progress Meetings	Apia/Virtual	Fortnightly at a time agreed between DFAT and the Contractor in writing
Senior Management Meeting		Every 6 weeks at a time agreed between DFAT and the Contractor in writing to be attended by First Secretary, Design Lead/Team Leader and Contractor Representative.
Partner Performance Meeting	Apia/Virtual	Every 6-months (March and September) at a time agreed between DFAT and the Contractor in writing.
Program Completion and Transition	Apia/Virtual	At least 3 months prior to the Project End Date at a time agreed between DFAT and the Contractor in writing.
Ad hoc meetings that DFAT identifies	Apia/Virtual	As required.

14. **BRANDING**

- 14.1 The Contractor will ensure that program communications and signage are consistent with the Australian High Commission branding policies. This guidance will be provided to the Contractor during Mobilisation and Transition. General DFAT guidance on branding including references to branding, use the Australian Aid identifier and business cards can be found at:
<https://dfat.gov.au/about-us/corporate/Pages/logos-and-style-guides.aspx#branding-aid>

15. **REPORTS**

- 15.1 The Contractor must provide DFAT with the following reports by the dates as set out in Table 5 below. The format and content of each report should be discussed with DFAT prior to drafting and submission. Dates and reports may change with written agreement by DFAT and the Contractor.
- 15.2 All reports must:
- (a) Be submitted ready to be released to third parties or online by DFAT with commercial-in-confidence information (if any and as agreed by DFAT) and other information to not be published such as personal information to be contained in a clearly marked annex(es);
 - (b) Comply with DFAT's Monitoring and Evaluation Standards.
 - (c) Be accurate and not misleading in any respect.
 - (d) Comply with DFAT's Guidelines for Preparing Accessible Content (*DFAT is updating in May 2021, and it will have similarities with this document* [PDF document / Digital.NSW](#))
 - (e) Be prepared in accordance with directions provided by DFAT.
 - (f) Not incorporate either DFAT or the Contractor's logo.

- (g) Not incorporate the name of the Contractor and if required instead refer to the 'Contractor'.
- (h) Be provided at the time specified in this Contract or as agreed in writing with DFAT; and
- (i) Be provided in both an editable and locked version such as in Microsoft Word and PDF, unless otherwise approved or requested by DFAT

15.3 DFAT may withhold payment of Fees for any report which does not, in the opinion of DFAT, meet the requirements or standards outlined in the Contract until the Contractor rectifies the report. DFAT may reduce payment of Fees for any report which materially does not, in the opinion of DFAT, meet the requirements or standards outlined in the Contract, or for repeated submissions that, in the opinion of DFAT, do not meet the requirements or standards outlined in the Contract

Table 4: Summary of Report Due Dates and Content

Report Type	Description	Due date
Mobilisation Plan	<p>The Contractor's Plan for the mobilisation and transition of services and personnel to be delivered including descriptions and timing for:</p> <ul style="list-style-type: none"> (a) The rapid deployment of personnel and overall approach to their assignments. (b) Establishment of communication and reporting protocol. (c) The establishment of all other management and administration requirements. (d) Novation and handover of existing contracts and agreements with short-term personnel and delivery partners. (e) A description of ways of working, including the lines of accountability and decision-making protocol that will govern the Contractor's delivery of services during the Inception Phase, including interface with DFAT and GoS. (f) A detailed budget for the period of the Inception Phase, broken down by cost item and including an indicative claim for payment schedule. (g) A Risk Management Plan that outlines the Program risks and includes risk mitigation strategies and contain provisions for notification of DFAT of 	Within 3)weeks of Project Start Date

	risks that may lead to disruption or delay of the Inception Phase.	
Interim Monitoring, Evaluation, Research, Learning and Adaptation Plan	<p>The Contractor must document the MERLA system in its Monitoring, Evaluation, Research, Learning and Adaptation Plan, in accordance with clause 10 of this Schedule 1.</p> <p>The Interim MERLA Plan will cover the Inception Phase.</p>	Within 2 months of Project Start Date
Interim SHDSI Procedures Manual (SPM)	<p>In consultation with DFAT, develop and implement an Interim SPM including but not limited to:</p> <ul style="list-style-type: none"> (a) Human Resource systems for recruitment, management and performance monitoring of all personnel including procedures for a personnel register and processes for management of Services Orders including a simple registry of Services. (b) Financial and Management Information Systems. (c) Sub-contracting arrangements. (d) Fraud control strategy. (e) Asset Management Systems. (f) WHS Management Plan. (g) Risk Register and Risk Management Plan. (h) Security and Disaster Risk Management Plan. (i) Child Protection protocol, and an Environment and social safeguards assessment criteria to screen activities. (j) Policy on Preventing Sexual Exploitation and Abuse of Vulnerable Adults. (k) Other administrative aspects of the program, including procurement, logistics, human resources and data and records management. 	Within 3 months from the Project Start Date
Inception Phase Progress Report	The Progress Report will be prepared to monitor and report against the Mobilisation Plan, Design Work Plan and Interim MERL Plan. It will report on the activities and expenditure of the preceding six-month period. The Report must be designed and prepared to meet DFAT's	Within 6 months of Project Start Date

	<p>needs and will include but not be limited to a summary of:</p> <ul style="list-style-type: none"> (a) Key findings from activities implemented to date. (b) Progress against measures in the Interim MERL Plan. (c) Key risks and issues that have been identified and monitored. (d) A statement of program revenue and expenditure. (e) Corporate Head Office personnel used during the period. (f) Key issues for DFAT's consideration. 	
SHDSI Procedures Manual (SPM)	The Contractor must develop the SPM to be applied for the Implementation Phase that include, but is not limited to, updating the relevant sections of the Interim SPM.	Within 2 months of Implementation Start Date.
Monitoring, Evaluation, Research, Learning, and Adaptation Plan	<p>The Contractor must document the MERLA system in its Monitoring, Evaluation, Research, Learning, and Adaption Plan, in accordance with clause 10 of this Schedule 1.</p> <p>The MERLA Plan will cover the Implementation Phase.</p>	Within 6 months of Implementation Phase Start Date.
Gender, Disability and Social Inclusion Strategy	The Contractor must develop a GEDSI Strategy in accordance with clause 9 of this Schedule 1.	Within 6 months of Implementation Phase Start Date
Annual Work Plan	<p>The first Annual Plan must be submitted to DFAT for approval no later than one month prior to the end of the Inception and Design Phase and cover the Implementation Phase to the end of June 2023. Subsequent Annual Work Plans must be submitted to DFAT for approval by 1 May each year.</p> <p>The Annual Work Plan shall include, but not be limited to:</p> <ul style="list-style-type: none"> (a) An Annual Report on the activities of the preceding year, including a statement of Program revenue and expenditure. (b) An overview of the strategic directions for the next 12 months. 	<p>The first Annual Plan within 1 month prior to the end of the Inception and Design Phase as per the dates for the final IDD.</p> <p>Subsequent Annual Plans by 1 May each year.</p>

	<ul style="list-style-type: none"> (c) The Contractor's Plan for the performance of the Services for the next 12 months. (d) Budget, including revenue, expenditure and expenses by category for the coming period. (e) Proposed Annual Performance Milestones. 	
Six-monthly Progress Reports	<p>The Six-monthly Progress Reports will be prepared to monitor and report on the Program's progress against the Annual Plan and the MERL Plan. The Six-monthly Progress report must be submitted by 15 January each year of the Implementation Phase and must report on activities and expenditure in the preceding six month period. The Report must be designed and prepared to meet DFAT's needs and will include but not be limited to a summary of:</p> <ul style="list-style-type: none"> (a) Key findings from activities implemented to date. (b) Progress against measures in the MERL Plan, including an assessment of contribution to/progress towards the EIOs. (c) Key risks and issues that have been identified and monitored. (d) A statement of program revenue and expenditure (e) Corporate Head Office personnel used during the period. (f) Key issues for DFAT's consideration. 	By 15 January each year of the Implementation Phase.
Annual Performance Milestones	<p>As part of the Design Phase and identified in the revised SoR, the Contractor and DFAT will agree the percentage of the management fee to be linked to performance milestones.</p> <p>The Contractor will propose for DFAT approval specific annual milestone indicators and measurement criteria for the indicators in the Annual Plan.</p>	As per Annual Plan
Monthly Communications Plan	The Contractor will provide DFAT with a monthly communications plan of no more than 2 pages that outlines communications	By the first working day of each month of the

	<p>activities for the upcoming month. The Communications Plan will be provided by the first working day of each month and will include, but not be limited to:</p> <ul style="list-style-type: none"> (a) Opportunities for DFAT, including the High Commissioner, to engage with program participants and beneficiaries (e.g. through conference, workshops, seminars, monitoring visits). (b) Social and traditional media content for use by DFAT on its media platforms. (c) Other communications activities to be implemented by the Contractor. 	Implementation Phase.
Quarterly Financial Reports	To be completed in accordance with clause 11.4 (a) of this Schedule 1.	Quarterly
Exception Reports	To be provided on an exception basis where significant issues arise that require consideration by DFAT.	As required/requested
Component 1: Design of SHDSI		
Design Work Plan	<p>Finalise the Design Work Plan submitted as part of the contractor's proposal including as a minimum:</p> <ul style="list-style-type: none"> (a) Quality assurance processes. (b) Updated Design Teams Terms of Reference. (c) Proposed timeline. (d) Phases, (e) Activities, (including for stakeholder mapping, social inclusion and political economy analysis; and (f) Roles and responsibilities of team personnel. 	Within 3 weeks of the Project Start Date
Delivery Options Paper	In accordance with Clause 6.6 and 6.7 of this Schedule 1.	Within 2 months of the Project Start Date
Initial IDD	In accordance with Clauses 6.8 – 6.9 of this Schedule 1.	Within 4 months of the Project Start Date

Draft IDD (comprehensive document including Schedule 1 – SoR and Schedule 2 – Payment Schedule) – 25 pages	In accordance with Clause 6.10 of this Schedule 1.	Within 10 days of DFAT’s approval of the Initial IDD
Final IDD, incorporating feedback on the Draft IDD	In accordance with Clause 6.11 of this Schedule 1.	Within seven (7) days of receiving feedback on the Draft IDD

16. PERFORMANCE AND REPORTING

PERFORMS

- 16.1 The Contractor is to provide SHDSI specific data into PERFORMS, DFAT’s on-line contractor reporting portal as requested (refer to Item 11 of the Contract Details and Personnel Information Definition in Schedule 4). The Contractor is to also provide program specific content for other documents as requested by DFAT.

COVID-19 Development Response Plans

- 16.2 The Partnerships for Recovery strategy outlines the framework for reporting on the context, annual results, and effectiveness of Australia’s COVID-19 development response efforts. At the country and regional level, this measure will comprise of COVID-19 Development Response Plans which will identify shared priorities and outline efforts supported by ODA and other policy tools.
- 16.3 The Contractor is to provide input on SHDSI reporting against relevant bilateral and regional CRPs as required. Reporting against CRPs is to be prepared annually, in consultation with DFAT and partner governments, and will include expected outcomes and key results/performance indicators along with a brief annual summary of progress with management actions.

Partner Performance Assessment

- 16.4 The Partner Performance Assessment (PPA) assesses the performance of the Contractor. The objective of the PPA is to support achievement of the EOPOs, support continuous improvement and manage underperformance.
- 16.5 Contractor performance criteria will be approved during the Inception Phase of the contract and be informed by the development of the MERL Strategy and Annual Planning process. Criteria may be reviewed and revised as appropriate by agreement between DFAT and the Contractor on an annual basis as a contract amendment.
- 16.6 DFAT and the Contractor will **meet every 6 months** (March and September) to discuss the Partner Performance Assessment (PPA) in preparation for the finalisation of the annual PPA on 30 April each year. Prior to the finalisation of the PPA DFAT will notify the Contractor of the draft PPA outcomes. The Contractor will provide a self-assessment of its performance against PPA criteria. DFAT and the Contractor will compare and discuss the results of DFAT’s assessment and the Contractor’s self-assessment to align expectations, identify areas of good performance or for improved performance, and agree actions. This discussion will take place no later than fourteen (14) days of the Contractor receiving the draft PPA report. After this

discussion, DFAT will inform the Contractor of its assessment. The Contractor will have the opportunity to place its response on record within twenty-eight (28) days and is to adapt and improve their operations / systems in response to outcomes of this annual assessment.

Individual Personnel Performance Assessment (IPAs)

- 16.7 The Contractor must initiate, arrange, and complete Adviser/Individual Performance Assessments (IPA) for all personnel using the DFAT Adviser/Individual Performance Assessment (IPA) template provided at Schedule 11 of the Contract. IPAs must be conducted annually and/or on completion of each individual contract.
- 16.8 The Contractor will ensure that:
- (a) Draft IPAs are endorsed by the relevant DFAT post and/or program area, as appropriate, before forwarding it to the individual.
 - (b) All personnel are given **15 working days** to make written comments or to sign the DFAT approved IPA; and
 - (c) Forward any signed IPA that has an unsatisfactory rating - below 3 (including any personnel responses) to DFAT at contractor.performance@dfat.gov.au and copied to the DFAT SHDSI contract representative.

Investment Monitoring Report

- 16.9 The Investment Monitoring Report (IMR) replaces the former Aid Quality Check and assesses how well aid investments have performed against set criteria over the previous 12 months. Part A assesses the performance, quality, and progress against outcomes of the investment, whilst Part B assesses the performance of the key delivery partner (noting that this Contract is one component of the broader aid Investment).
- 16.10 If requested, the Contractor will support DFAT to develop SHDSI related components of the IMR in March of each year, from March 2023 onwards.

17. EVALUATION REVIEW

- 17.1 DFAT will use its own resources, assisted by independent advisors as needed, to maintain oversight of the activities of the Contractor. In addition to regular program management activities, two evaluative reviews are likely to occur as follows:

Rapid Independent Progress Review

- 17.2 A rapid Independent Progress Review will be conducted in the third quarter of Year 2023, or as agreed by DFAT and the Contractor, to:
- (a) Review progress towards the milestones set out for the program; and
 - (b) Assess the appropriateness of the delivery model, governance arrangements, MERL Plan and GEDSI Strategy and recommend adjustments to Program implementation if required.

Mid-Term Review

- 17.3 A Review will be conducted in the first quarter of Year 2025, or as agreed by DFAT and the Contractor, to:
- (a) Through collecting data on immediate, basic changes that lead to longer, more transformative change, examine program progress and impacts with regard to

intermediate outcomes.

- (b) Review progress towards the milestones set out for the program.
- (c) Provide an assessment of the Program's contribution to results achieved by that date.
- (d) Evaluate the responsiveness and strategic coherence of the model, collaboration between DFAT, GOS, delivery partners and the contractor, how well MERLA and GEDSI have been strengthened, and to identify opportunities for improvement.
- (e) Taking account of these and other indicators of performance and achievement, including the results of the Partner Performance Assessment, determine remedial actions in the event of unsatisfactory progress; and
- (f) Assist in determining whether to enact the Option to Extend the Contract as per clause 2.2 of Schedule 3 (Standard Contract Terms and Conditions).

End-of-Program Activity Review

- 17.4 An independent End-of-Program Activity Review will take place in the final year of the Program and will provide an assessment of the program's performance, value, and achievement of outcomes.

Quality and Technical Advisory Group (QTAG)

- 17.5 DFAT may engage a QTAG to undertake a range of Program reviews. This may include annual assessment of overall Program performance and deep dives into a different component each year. The QTAG may also have an important role supporting program learning.

Ad Hoc Reviews

- 17.6 The Contractor must cooperate with, assist, and help to facilitate these and any other reviews as directed by DFAT.

Annex 1

Terms of Reference

(Design)

Samoa Human Development and Social Inclusion Program (SHDSI)

Note to Tenderers: Indicative Terms of Reference for the Design Team will be refined and agreed between DFAT and the successful Tenderer

1. **Objective**

- 1.1 The purpose of this assignment is for a design team to draft a Investment Design Document (IDD) for the Samoa Human Development and Social Inclusion Program that will support delivery of Australia's commitments in human development and social inclusion in the latter phase of the Samoa COVID-19 Development Response Plan (2020-22), and then help build the human development foundations required for Samoa's economic recovery and continued stability thereafter.

2. **Principles**

- 2.1 During the design phase, all parties, including the design team, will be expected to:
- (a) Be curious about what might be possible, to be guided by what is needed, and to be determined to contribute to meaningful change.
 - (b) Develop arrangements and approaches that are 'fit for context', i.e. that are tailored to local circumstances.
 - (c) Promote measures that are desirable, affordable, politically feasible, and institutionally viable.
 - (d) Actively include those who will be affected in decision-making processes, and to recognise the needs, interests, expectations, and concerns of all those involved.
- 2.2 Of particular note, the design team will be expected to:
- (a) Work with and through colleagues at Apia Post in a positive and collegiate fashion, and in such ways that should empower, not undermine, or side-line.
 - (b) Be agile and responsive insofar as might be reasonably expected, and to accept and work through periods of fluidity or uncertainty.
 - (c) Navigate the 'right' balance between the timely delivery of expected products (e.g. the design document) and the necessary investment in an inclusive process along the way.

3. **Scope of the Design**

- 3.1 The Draft IDD will include the following:
- (a) A focused situational analysis, including Australia's position in the reform/development landscape.
 - (b) Refinement of expected End-of-Investment-Outcomes and priority investment areas and a detailed theory of change.

- (c) A clear monitoring, evaluation, research, learning, and adaptation framework.
- (d) A Performance Assessment that is consistent with DFAT's PAF for Facilities guidance and standards (if required).
- (e) Analysis, including of value for money, of the models of delivery to identify the preferred delivery mechanism.
- (f) Identification of specific measures to optimise coherence and integration within this Investment and across this and other DFAT investments, e.g. the upcoming Governance and Economic Growth Investment, key regional programs.
- (g) Identification of the appropriate pacing of investment transitions to a single investment (e.g. a drip-feeding of investments over time vs. a comprehensive, one-time shift, including novation);
- (h) Consideration of how Australia's policy intentions (e.g. Partnerships for Recovery, Pacific Step-up) and visibility requirements might be best supported and pursued within the Investment.
- (i) Identification and appraisal of various governance, management, and implementation options, giving due consideration to VFM outturns and the absorption capacity in DFAT Post, GoS and in the broader operating environment (e.g. CSOs); and
- (j) Identification of the service lines and types of activities to be delivered by the Contractor.

3.2 The Draft IDD will include the following annexes:

- (a) Program Logic model (if not included in the main document);
- (b) Implementation and Governance Arrangements (including organisational chart and other details as appropriate including roles/responsibilities of stakeholders); (if not included in the main document).
- (c) Policy Dialogue matrix.
- (d) 'Minimum Sufficient' M&E Framework.
- (e) Comprehensive, structured, and systematic Risk management Plan prepared in accordance with DFAT's Risk Management Guide, identifying and analysing potential risks for the Program and appropriate responses to minimise those risks.
- (f) Budgeting and Resourcing Requirements (including costing methodology);
- (g) Gender and Social Inclusion Analysis and Strategy.
- (h) Implementation Plan; and
- (i) Draft Implementation Statement of Requirements for the Implementation Phase.

3.3 The Design of each Program component must contain the following details:

- (a) The objectives to be achieved.
- (b) The relationship of the component to poverty alleviation and sustainable development.

- (c) Risks and constraints of implementing the proposed component.
- (d) The activities involved in performing the Implementation Phase.
- (e) The estimated number of person months involved in each activity together with the relevant Personnel rates.
- (f) a Costing Schedule for Implementation Phase Work; and
- (g) an Implementation Schedule for Implementation Phase Work.

3.4 The Draft IDD must also include:

- (a) a comprehensive, structured, and systematic Risk Management Plan prepared in accordance DFAT's Risk Management Guide, identifying, and analysing potential risks for the Project and appropriate responses to minimise those risks.
- (b) analysis of the issues of sustainability, including that approaches are environmentally appropriate and the potential for a phased handover of Project responsibilities; and
- (c) specify any other matters detailed in or required for **Schedule 1** (Statement of Requirements).

4. **Responsibilities of the Design Team**

4.1 The design team will undertake the range of tasks required to meet the objectives described above. These tasks include, but are not limited to:

- (a) Undertake consultations with GOS, NGOs, private sector, development partners and other key stakeholders in a manner that accounts for the COVID-19 environment and restrictions at the time.
- (b) Focused situational analysis, including Australia's positioning in the reform/development landscape.
- (c) Refinement of expected end-of-Investment outcomes and priority investment areas and a detailed theory of change.
- (d) Development of a clear monitoring, evaluation, research, learning and adaptation framework. If a facility is the preferred modality then the design team will need to develop a Performance Assessment Framework that is consistent with DFAT's PAF for Facilities guidance and standards.
- (e) Analysis, including of cost-effectiveness, of the models of delivery to identify the preferred delivery mechanism.
- (f) Identification of specific measures to optimise coherence and integration within this Investment and across this and other DFAT investments, e.g. the upcoming Governance and Economic Growth Investment, key regional programs.
- (g) Identification of the appropriate pacing of investment transitions to a single investment (e.g. a drip-feeding of investments over time vs. a comprehensive, one-time shift, including novation).
- (h) Consideration of how Australia's policy intentions (e.g. Partnerships for Recovery, Pacific Step-up) and visibility requirements might be best supported and pursued

within the Investment.

- (i) Identification and appraisal of various governance, management, and implementation options, giving due consideration to VFM outturns and the absorption capacity in DFAT Post, GoS and in the broader operating environment (e.g. CSOs).
- (j) Identification of the service lines and types of activities expected of the managing contractor.

5. Duration and Phasing

- 5.1 The design will commence **16 November 2021**.
- 5.2 The delivery of a first draft of the design incorporating initial DFAT feedback will be no later than five (5) months from commencement of the design to allow appropriate quality assurance, and review by DFAT prior to the commencement of the Implementation Phase of the Program on 1 August 2022.
- 5.3 The delivery of the finalised design document and draft Statement of Requirement, incorporating feedback from formal quality assurance, will be no later than seven (7) days from receiving feedback from DFAT to incorporate feedback from quality assurance processes of the design document and statement of requirements.
- 5.4 The Design Work Plan will at minimum include the following phases *[Design Plan to be inserted at Attachment 1 from successful tenderer's proposal]*:
 - (a) Inception/team formation meeting involving key DFAT stakeholders.
 - (b) Document review.
 - (c) Stakeholder consultations – posts and targeted external stakeholders.
 - (d) Virtual/in-person workshops.
 - (e) aide memoire and briefing (that informs the basis of a summary design document);
 - (f) Quality assurance (internal reference group, posts, peer review, independent appraisal, AGB approval if required) and incorporation of related feedback.
 - (g) Drafting of the statement of requirements; and
 - (h) Any post-design steps (e.g. development of detailed MERL framework).

6. Specification of the Design Team

- 6.1 The Design Team will work in close collaboration with DFAT.
- 6.2 The Design Team will require the following expertise:
 - (a) Extensive skills and experience in designing multi-sectoral programs, consistent with DFAT's policies and priorities in a timely manner.
 - (b) Expertise in health, education and social protection.
 - (c) Expertise in monitoring and evaluation and using this information to improve program implementation and results.
 - (d) expertise and understanding of gender, disability and social inclusion issues in the Pacific region (or similar).

- (e) Inter-personal skills and tact in working with a range of government, civil society, and private sector stakeholders.
 - (f) Working in the Pacific, preferably Samoa, and experience in cultural norms and ways of working; and
 - (g) Conducting robust and practical value for money and cost-benefit analysis.
- 6.3 A revised IDD for submission to the Delegate and possibly the AGB will be written in plain/accessible English. It should be as concise as possible, while meeting the written requirements of DFAT and the expectations of DFAT and its partners.