

## SCHEDULE 3C – SERVICES ORDER TEMPLATE

### Services Order number – 75523/53

Alinea International Pty. Ltd has offered under clause 5.1 of the Deed specified at item 1 below to provide the Services to DFAT. DFAT accepts this offer on the terms and conditions set out in the Deed and issues this Services Order in accordance with clause 5.4 of the Deed. Subject to clause 5.6 of the Deed, if there is an inconsistency between this Services Order and any other provisions of the Deed, the Deed will prevail to the extent of any inconsistency.

<b>Contractor</b>	<b>Alinea International Pty Ltd.</b>
<b>DFAT Representative</b>	s 22(1)(a)(ii) Email: s 22(1)(a)(ii) @dfat.gov.au
<b>Contractor Representative</b>	s 47F(1) Email: s 47F(1) @alineainternational.com

Item number	Description	Standard Contract Conditions clause reference	Details
1.	Deed No. and description	1.1	Deed 75523. Deed of Standing Offer for the Design and Monitoring and Evaluation Panel - Organisation.
2.	Services Start Date	1.1 and 2.1	The date this Service Order is signed by the last party required to sign.
3.	Initial Contract Period	1.1 and 2.1	8 months from Services Start Date
4.	Contract Option Period	2.2	Option to extend for up to six months.
5.	Background		<p>DFAT is seeking the services of a design team to draft an ICN document and design a new humanitarian investment in Tonga.</p> <p>The team will produce an Investment Concept Note. The process and resulting ICN will meet Standard 1 Investment Concept Notes of DFAT's Design, Monitoring and Evaluation Standards (2023). The ICN will include a draft Program Logic to be tested and refined during the design consultation process.</p> <p>Alinea will consult closely with DFAT to produce a Design Development Plan, which outlines the approach, methodology, workplan,</p>

Item number	Description	Standard Contract Conditions clause reference	Details
			<p>refined timeline, list of key stakeholders for consultation, and priority documents and data for review. The plan will also propose agreed roles and communication flows between DFAT and Alinea for the efficient management of the design process.</p> <p>Following agreement with DFAT on the design concept and key elements such as the Program Logic, the Design Team will develop a draft IDD for internal DFAT and peer review. A final IDD will be submitted following the review processes. There is also an option for two presentations / workshops with DFAT and Key Stakeholders to introduce the investment and build support for its implementation.</p>
6.	Services	1.1 and 4	Design for the Tonga Humanitarian investment, as per written approval to commence attached to the Request for Quote
7.	DFAT requirements	5.1	Alinea will work closely with DFAT throughout the design process and to ensure DFAT requirements are met.
8.	Documentation	1.1	DFAT will provide relevant documents related to the drafting of the ICN, Design Plan and IDD and will provide additional documentation as required
9.	Training		not applicable
10.	Meetings		DFAT and Alinea will meet regularly as determined necessary and at the discretion of DFAT.
11.	Monitoring and Evaluation		Monitoring and evaluation will form a part of the design. DFAT has a requirement for a practical approach to measure the effectiveness of our support over the life of the program. Key areas of interest that need to be adequately covered include effectiveness, efficiency, gender and disability equality, climate change, protection, and connectedness.
12.	Reports	38	The documents required are:

Item number	Description	Standard Contract Conditions clause reference	Details
			<ul style="list-style-type: none"> <li>- Final ICN - due 19 December 2024</li> <li>- Design Development Plan – 31 January 2025</li> <li>- Consultation Summary – 28 February 2025</li> <li>- Synthesis of Initial Design Findings and Recommendations. – 10 March</li> <li>- First Draft IDD – 30 April 2025</li> <li>- Final IDD – Due 31 May 2025</li> <li>- Two Presentations / Workshops to DFAT And Key Stakeholders – June 2025</li> </ul> <p>*All documents are to be provided in Microsoft Word Format (or Microsoft Excel format for spreadsheets) unless otherwise approved or requested by DFAT.</p>
13.	Performance Standards / Key Performance Indicators	5	Outlined in attachment A.
14.	Personnel / Specified Personnel	1.1 and 33	<p>s 47F(1) ; Design team Leader</p> <p>s 47F(1) ; GEDSI and Tonga Specialist</p> <p>s 47F(1) ; MEL Specialist</p> <p>s 47F(1) ; Humanitarian specialist</p>
15.	Subcontractors	34	Not applicable
16.	DFAT Material	1.1	Material provided by DFAT will be used in confidence and for the sole purpose of developing the design documents for this service order. Documents that need to be handled sensitively will be identified and instructions on their handling will be provided.
17.	DFAT Supplied Items	1.1	Not applicable
18.	Contractor Background IP	1.1 and 9.1	Not applicable
19.	Payment – Fees, including any Payment Milestones	40	As attached to this Services Order
20.	Additional/higher level of Insurance	8.9	As per Deed of Standing Offer.



Item number	Description	Standard Contract Conditions clause reference	Details												
21.	Confidential Information	1.1 and 29	<p>DFAT Confidential Information:</p> <table border="1" data-bbox="818 555 1305 739"> <thead> <tr> <th data-bbox="818 555 1066 640">Item</th> <th data-bbox="1066 555 1305 640">Period of Confidentiality</th> </tr> </thead> <tbody> <tr> <td data-bbox="818 640 1066 689">DFAT Data</td> <td data-bbox="1066 640 1305 689">Perpetual</td> </tr> <tr> <td data-bbox="818 689 1066 739"></td> <td data-bbox="1066 689 1305 739"></td> </tr> </tbody> </table> <p>Contractor Confidential Information:</p> <table border="1" data-bbox="818 869 1305 1052"> <thead> <tr> <th data-bbox="818 869 1066 954">Item</th> <th data-bbox="1066 869 1305 954">Period of Confidentiality</th> </tr> </thead> <tbody> <tr> <td data-bbox="818 954 1066 1003">Not applicable</td> <td data-bbox="1066 954 1305 1003"></td> </tr> <tr> <td data-bbox="818 1003 1066 1052"></td> <td data-bbox="1066 1003 1305 1052"></td> </tr> </tbody> </table>	Item	Period of Confidentiality	DFAT Data	Perpetual			Item	Period of Confidentiality	Not applicable			
Item	Period of Confidentiality														
DFAT Data	Perpetual														
Item	Period of Confidentiality														
Not applicable															
22.	Limitation of liability amount	11	Up to the total Contract price												
23.	Additional security requirements; level of security clearances required; and police checks	27	Not applicable.												
24.	Child Protection	26	<p>24.1 The Supplier must comply, and must ensure that its officers, employees, agents and subcontractors comply with the Department of Foreign Affairs and Trade's Child Protection Policy, accessible at <a href="http://www.dfat.gov.au/childprotection/">http://www.dfat.gov.au/childprotection/</a>.</p> <p>24.2 The Customer may conduct a review of the Supplier's compliance with the Child</p>												

Item number	Description	Standard Contract Conditions clause reference	Details
			<p>Protection Policy. The Customer will give reasonable notice to the Supplier and the Supplier must participate co-operatively in any such review.</p> <p>24.3 If the Customer finds that the Supplier has failed to comply with the Child Protection Policy, the Supplier must promptly, and at the cost of the Supplier, take such actions as are required to ensure compliance with the Child Protection Policy.</p> <p>24.4 If an individual, the Supplier must sign and return to the Customer the Child Protection Professional Behaviours at Attachment B to the Child Protection Policy.</p> <p>24.5 This clause is a material term of the Contract and survives the termination or expiry of the Contract.</p>
25.	Preventing Sexual Exploitation Abuse and Harassment	26	<p>25.1 The Supplier must comply, and must ensure that its officers, employees, agents and subcontractors comply with the Department of Foreign Affairs and Trade's Preventing Sexual Exploitation Abuse and Harassment Policy, accessible at <a href="https://dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment/Pages/default.aspx">https://dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment/Pages/default.aspx</a></p> <p>25.2 The Customer may conduct a review of the Supplier's compliance with the Preventing Sexual Exploitation, Abuse and Harassment Policy. The Customer will give reasonable notice to the Supplier and the Supplier must participate co-operatively in any such review.</p> <p>25.3 If the Customer finds that the Supplier has failed to comply with the Preventing Sexual</p>

Item number	Description	Standard Contract Conditions clause reference	Details
			<p>Exploitation, Abuse and Harassment Policy, the Supplier must promptly, and at the cost of the Supplier, take such actions as are required to ensure compliance with the Preventing Sexual Exploitation Abuse and Harassment Policy.</p> <p>25.4 This clause is a material term of the Contract and survives the termination or expiry of the Contract.</p>
26.	Indigenous Procurement Policy	61	In accordance with the Indigenous Procurement Policy and the delivery of the Services, the Contractor will implement the Indigenous Participation Plan (IPP).
27.	Address for invoices		<p>s 22(1)(a)(ii)</p> <p>Australian High Commission, 82 Salote Road, Nuku'alofa, Tonga. Email: s 22(1)(a)(ii) @dfat.gov.au</p>
28.	Notices	21	<p><b>DFAT</b> s 22(1)(a)(ii)</p> <p>Australian High Commission, 82 Salote Road, Nuku'alofa, Tonga. Email: s 22(1)(a)(ii) @dfat.gov.au</p> <p><b>Contractor</b></p> <p>s 47F(1)</p> <p>s 47F(1) @alineainternational.com Ph: .s 47F(1)</p>

**EXECUTED as a CONTRACT**

**SIGNED** for and on behalf of the  
**Commonwealth of Australia** represented  
by DFAT ABN 47 065 634 525, by:

s 22(1)(a)(ii)

s 22(1)(a)(ii)

.....  
(Name of authorised DFAT representative  
in block letters)

as authorised representative for **DFAT** in  
the presence of:

s 22(1)(a)(ii)

.....  
(Signature of authorised DFAT  
representative)

.....  
(Signature of witness)

s 22(1)(a)(ii)

.....  
(Name of Witness in block letters)

Date: 15 / Nov / 2024

**SIGNED** for the **Contractor** in accordance  
with section 127(1) of the *Corporations Act*  
2001 (Cth) by authority of its directors:

s 47F(1)

s 47F(1)

(Signature of director)

.....  
Signature of authorised Alinea  
International representative

s 47F(1)

s 47F(1)

.....  
(Name of director in block letters)

.....  
Name and title of authorised Alinea  
International representative

Date: 11/14/2024

## Attachment A to Services Order No. 75523/53

### Performance Standards / Key Performance Indicators (KPIs):

The Contractor's performance will be assessed through the achievement of requisite Performance Standards / KPIs through mid-term and final reviews.

The Contractor's performance under this Services Order will be assessed by DFAT against the Performance Standards / Key Performance Indicators and Performance Benchmarks detailed in Table 1 below:

Table 1: Performance Standard /Key Performance Indicators

<b>Performance Standard / Key Performance Indicator</b>	<b>Performance Benchmark</b>	<b>Means of Verification</b>
Delivery of ICN document	Resulting ICN will meet Standard 1 Investment Concept Notes of DFAT's Design, Monitoring and Evaluation Standards (2023). The ICN will include a draft Program Logic.	DFAT written acceptance
Delivery of design document	Meeting at least adequate quality for all criteria through DFAT's peer review process.  Ref: DFAT's Standard 4 on Designs: Design and monitoring, evaluation and learning standards	DFAT written acceptance



## Attachment B to Services Order No. 75523/53

### Payment – Fees

#### 1. Amount payable

- 1.1 The maximum amount payable by DFAT to the Contractor under this Services Order 75523/53 shall not exceed the sum of AUD170,907.50 plus GST if any up to a maximum amount of AUD17,090.75
- 1.2 DFAT will not be liable for any costs or expenditure incurred by the Contractor in excess of this amount.
- 1.3 The Fees payable under this Services Order will comprise:
  - (a) Management Fees (consisting of Administration and/or Adviser Fees);
  - (b) Personnel/Adviser/Associate Costs;
  - (c) Adviser Support Costs;
  - (d) Operational Costs; and
  - (e) Program Costs.
- 1.4 The Contractor may move funds between items 1.3 (b) – (e) above with the written agreement of DFAT prior to any commitments being made by the Contractor, and with the total amount remaining within the total amount payable as at clause 1.1 above

#### 2. Management Fees

- 2.1 The maximum amount payable to the Contractor in Management Fees shall not exceed the sum of **s 47(1)(b)** plus GST if any up to a maximum amount of **s 47(1)(b)** in accordance with the rates specified in Table 1 below.
- 2.2 Management Fees have been calculated in accordance with the rates specified in Schedule 2 of the Deed.
- 2.3 DFAT agrees to pay the Contractor's Management Fees as follows upon receipt of a correctly rendered invoice:
  - a. subject to DFAT's acceptance of the satisfactory achievement of a Milestone, the percentage of the Management Fees specified in **Table 1 (Management Fees Payable by Milestone)** below for achievement of the relevant Milestone (Milestone Payment). DFAT will determine whether a Milestone has been achieved by reference to the verifiable indicators in **Table 1** below. If a Milestone is DFAT's acceptance of a report, DFAT shall not be obliged to make the Milestone Payment until all of the outputs to be achieved by the Contractor in the period covered by the report have been achieved.

**Table 1: Management Fees Payable by Milestone (AUD, excluding GST)**

Milestone	Schedule 1 Reference	Description	Verifiable indicator	Percentage Payable (AUD)
1	Clause 38 from Schedule 1 – Statement of Requirements	Submission of final Investment Concept Note.	DFAT acceptance of ICN in writing	s 47(1)(b)
2	Clause 38 from Schedule 1 – Statement of Requirements	Submission of: - Design Development Plan - Consultation Summary - Synthesis of Initial Design Findings and Recommendations. Completion of: - Design Consultation Visit	DFAT acceptance of the three documents in writing, after completion of the design visit.	s 47(1)(b)
3	Clause 38 from Schedule 1 – Statement of Requirements	Submission of: - First Draft IDD - Final IDD and Two Presentations - (optional) Workshops to DFAT And Key Stakeholders	Submission of final IDD	s 47(1)(b)
<b>Total Management Fee (AUD)</b>				<b>s 47(1)(b)</b>

### 3. Personnel/Associate Fees

3.1 DFAT agrees to pay to the Contractor at actual cost up to a maximum of s 47(1)(b) plus GST if any up to a maximum amount of s 47(1)(b) for Personnel Costs in accordance with the rates specified in Table 2 below.

**Table 2: Tenderer Personnel/Associate Costs**

Personnel	Role	Daily Rate (AUD)	Days	Total AUD
s 47F(1)	Design Team Leader	s 47(1)(b)	50	s 47(1)(b)
	GEDSI and Tonga Specialist		20	
	MEL Specialist		20	
	Humanitarian Specialist and QA		15	
Sub total (excl GST)				
GST on Personnel				

#### 4. OPERATIONAL COSTS

- 4.1 DFAT agrees to reimburse the Contractor at actual cost up to a maximum of **s 47(1)(b)** plus GST for Operational Costs in accordance with **Table 3** below.
- 4.2 DFAT agrees to pay the Contractor for Operational Costs at the end of each **one (1) month** period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.

**Table 3: Operational Costs (AUD, excluding GST)**

Items	Maximum Amount Payable
International Airfares	<b>s 47(1)(b)</b>
Accommodation	
Per Diems	
Other expenses	
Contingency	
TOTAL	

#### 5. Payments

- 5.1 All payments payable by DFAT to the Contractor under a Services Order shall be paid in arrears within 30 days of receipt by DFAT of a correctly rendered invoice and Acceptance by DFAT of the Services, which must include certification that the Services have been provided in accordance with the requirements of the Deed and the Services Order.
- 5.2 Any claim for Adviser Support Costs on an invoice must be supported with verifiable documentation.

# SO Alinea for Humanitarian Design v2


Final Audit Report

2024-11-13

Created:	2024-11-13
By:	Alinea International s 47F(1)@alineainternational.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_wbopG8ALQpHbRafkYM8ixQ-pDhFT0Dm

## "SO Alinea for Humanitarian Design v2" History

s 47F(1)

 Agreement completed.

2024-11-13 - 22:41:31 GMT



# TONGA HUMANITARIAN PREPAREDNESS, RECOVERY AND RESPONSE (HPRR) INVESTMENT DESIGN

## SCHEDULE 3B – STANDARD FORM OF QUOTATION

<b>Quotation</b>	
<p>1. Alinea International Pty Ltd submits a Quotation in accordance with the Deed entered into between Department of Foreign Affairs and Trade (DFAT) Nuku'alofa Post and Alinea International Pty Ltd ("Contractor") dated 16 October 2024 to supply the following Services: Investment Concept Note (ICN) and Investment Design Document (IDD) for the Tonga Humanitarian Preparedness, Recovery and Response (HPRR) Investment Design. The Contractor confirms that the terms and conditions specified in the Standard Contract Conditions will apply in the event that this Quotation is accepted by DFAT Nuku'alofa Post.</p> <p>2. This Quotation will remain valid for a period of 90 days from the date of submission.</p> <p>3. The Contractor acknowledges that no binding contract (express or otherwise) is created between DFAT Nuku'alofa Post and the Contractor until the parties execute a Services Order.</p>	
Date	16 October 2024
Contractor account manager	<p>s 47F(1)</p> <p>Email: s 47F(1) <a href="mailto:s 47F(1)@alineainternational.com">@alineainternational.com</a></p> <p>Phone: s 47F(1)</p>
Understanding of Services required by DFAT Nuku'alofa Post and a proposal as to how the requested Services will be performed,	Please see page 3 – 4.
Personnel Category (skill set)	<ul style="list-style-type: none"> <li>• Design Team Leader</li> <li>• GESDI and Tonga Specialist</li> <li>• MEL Specialist</li> <li>• Humanitarian Specialist and Quality Assurance</li> </ul>
Name of proposed Specified Personnel	s 47F(1)
Subcontractors	Not applicable.
Responses to selection criteria specified in the RFQ	Not applicable.
Fee structure and Contract price	Please see page 5.

Limitation of liability amount	Alinea International Pty Ltd confirms acceptance of DFAT's proposed limitation of liability cap or proposed alternative.
Other requirements	Not applicable.

**Signed by the Contractor  
by its authorised representative:**

s 47F(1)

.....

(name)

s 47F(1)

.....

(position)

16 October 2024

.....

(date)





Alinea International Pty Ltd  
 s 47F(1)

Phone: s 47F(1)  
 Web: www.alineainternational.com  
 ABN #: 39 616 207 446

**Tax Invoice**

Reference Nbr.: s 47G(1)(a), s 47G(1)(b)  
 Date: 11-Feb-2025  
 Due Date: 13-Mar-2025  
 Currency: AUD  
 Terms: Net 30 Days  
 Project Title: Design for Tonga Humanitarian Investment  
 Description: Personnel inputs for Dec 24 and Jan 25

**BILL TO:**  
 Department of Foreign Affairs and Trade  
 R.G Casey Building  
 John McEwen Crescent  
 Barton ACT 0221  
 AUSTRALIA

ITEM		QTY.	RATE	ITEM TOTAL	RETAIN.	GST
s 47F(1)	time	0.62500	s 47(1)(b)			
s 47F(1)	time	7.87500				
s 47F(1)	time	2.25000				
s 47F(1)	time	0.12500				

NOTE:

Total excl GST: s 47(1)(b)  
 GST Total:  
 Retainage Total:  
 Payable (AUD):

Please make payment to:

Account Name: Alinea International Pty Ltd  
 BSB Number: s 47G(1)(a), s 47G(1)(b)  
 Account Number:  
 SWIFT Code:





**Tax Invoice**

Alinea International Pty Ltd  
 s 47F(1)

Phone: s 47F(1)  
 Web: www.alineainternational.com  
 ABN #: 39 616 207 446

**Reference Nbr.:** s 47G(1)(a),  
 s 47G(1)(b)  
**Date:** 13-Feb-2025  
**Due Date:** 15-Mar-2025  
**Currency:** AUD  
**Terms:** Net 30 Days  
**Project Title:** Design for Tonga Humanitarian  
 Investment

**BILL TO:**  
 Department of Foreign Affairs and Trade  
 R.G Casey Building  
 John McEwen Crescent  
 Barton ACT 0221  
 AUSTRALIA

ITEM	QTY.	RATE	ITEM TOTAL	RETAIN.	GST
Mgmt Fee s 47(1)(b) - Submit ICN	1.00000	s 47(1)(b)			

NOTE:	<b>Total excl GST:</b>	s 47(1)(b)
	<b>GST Total:</b>	
	<b>Retainage Total:</b>	
	<b>Payable (AUD):</b>	

Please make payment to:

Account Name: Alinea International Pty Ltd  
 BSB Number: s 47G(1)(a), s 47G(1)(b)  
 Account Number:  
 SWIFT Code: