

REQUEST FOR TENDER

RFT AM-11252

Printing of Spoken Lao Program Teaching and Learning Materials

Printing of Grade 1 Lao Language Teacher Guide (Book 1)

Printing of the Primary Curriculum Framework

Structure of Invitation

Part A: Procurement Process Guidelines

Part B: Specification

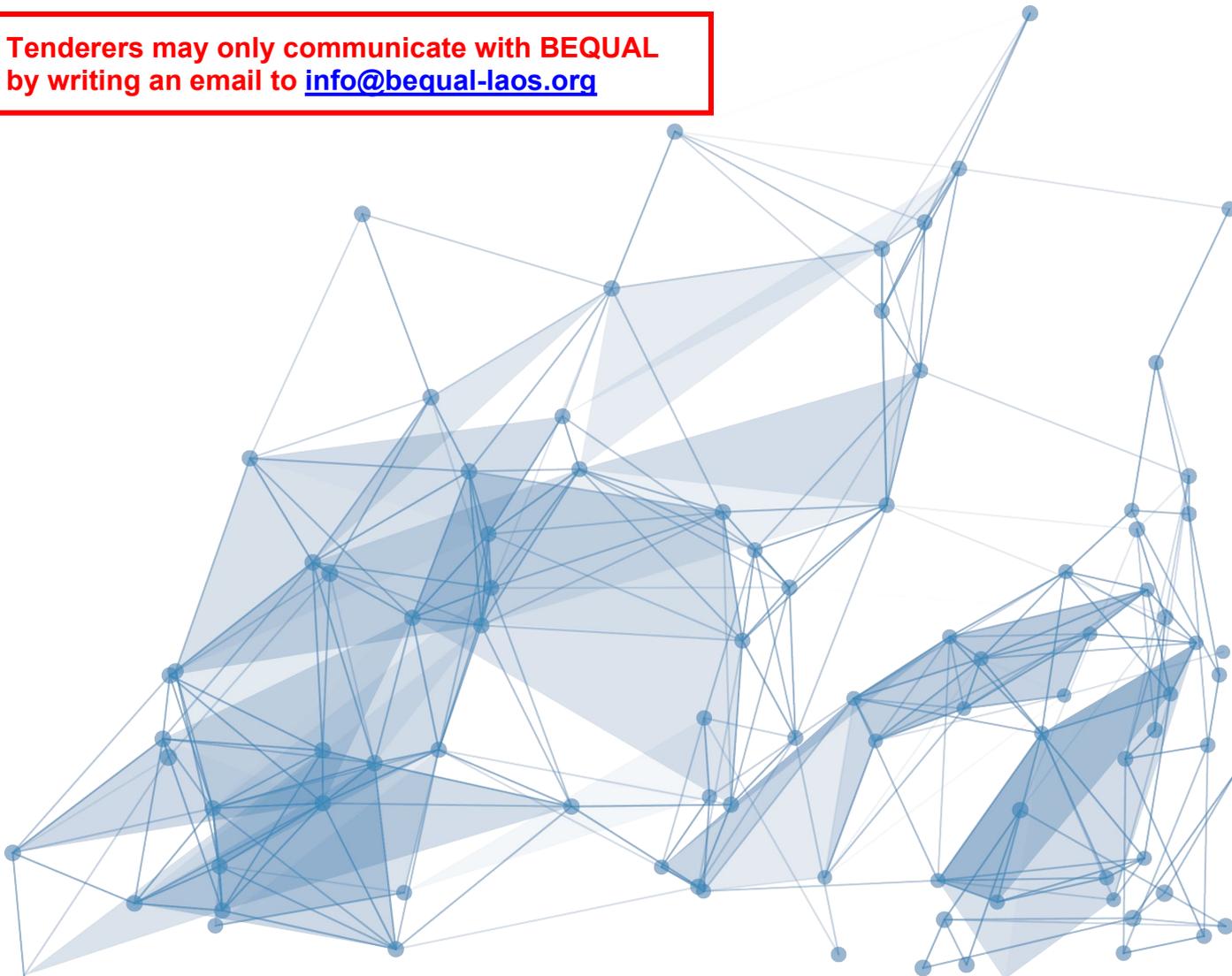
Part C: Example Draft Contract

Part D: Supplier Response Form

Part E: Statement of Compliance

Part F: Price Schedule

**Tenderers may only communicate with BEQUAL
by writing an email to info@bequal-laos.org**



Part A:

Procurement Process Guidelines

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Printing of the Primary Curriculum Framework

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REFERENCE SCHEDULE

1. Invitation to Tender:

Printing of the Spoken Lao Program Textbooks, Teacher Guides and Card Sets.
Printing of the Grade 1 Lao Language Teacher Guide (Book 1).
Printing of the Primary Curriculum Framework.

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

1. Spoken Lao Program textbooks, teacher guides and card sets; and / or
2. Grade 1 Lao Language Teacher Guide (Book 1) and / or
3. Primary Curriculum Framework

for the BEQUAL Program on behalf of the Lao PDR Ministry of Education and Sports.

2. Principal:

Tetra Tech International Development Pty Ltd, ABN 63 007 889 081
33 Richmond Road, Keswick SA 5035, Australia

3. Tetra Tech International Development's Requirements:

Tetra Tech International Development Pty Ltd, under contract to the Australian Department of Foreign Affairs and Trade (DFAT), is managing the Basic Education Quality and Access in Lao PDR (BEQUAL) Phase 2 program which is located at the Lao PDR Ministry of Education and Sports.

Tetra Tech International Development is seeking to engage a suitably qualified contractor to:

- print the Spoken Lao Program textbooks, shrink wrap in sets and put into cartons.
- print the Spoken Lao Program teacher guide, shrink wrap in sets and put into cartons.
- print and collate Spoken Lao Program bingo card sets, story card sets and picture word card sets and pack into cartons.
- print additional bingo card sets and shrink wrap in sets and put into cartons.
- print the Grade 1 Lao Language Teacher Guide Book 1 shrink wrap in sets and put into cartons.
- deliver to a single location in Vientiane Capital, Lao PDR.

Batch 1

The due date for delivery of **Batch 1** of SLP textbooks, SLP and Lao Language teacher guides and card sets is **Friday 28th June 2024**.

Batch 1 contains 100 of each item.

Batch 2

The due date for delivery of **Batch 2** of SLP textbooks, SLP and Lao Language teacher guides and game card sets is **Friday 5th July 2024**.

Batch 2 contains 750 of each item.

Batch 3

The start date for delivery **Batch 3** is **Monday 8th July 2024** and **must be completed by Friday 10th August 2024**.

Batch 3 contains all remaining SLP items, grade 1 Lao Language teacher guides and the Primary Curriculum Framework.

Refer to Part B Specification and Part E Statement of Compliance for detailed instructions.

4. Important Dates:

Lodgement and Query Dates	
Invitation Issue Date	Monday 8 th April 2024
Online Tender Briefing Session	Thursday 11 th April 2024
Last Queries Date (Vientiane Time)	Wednesday 8 th May 2024
Closing Date and Time (Vientiane Time)	Monday 13th May 2024 16:00 Vientiane time
Bidders can request more information ONLY in writing by email to: info@bequal-laos.org	

Estimated Contracting Timetable	
Completion of tender evaluation	20 th May 2024
Approvals	22 nd May 2024
Contract executed	24 th May 2024
<i>Unsuccessful bidders will be notified only after a contract has been issued to the successful bidder.</i>	

5. Offers and Lodgement

Alternative Offers	<input checked="" type="checkbox"/> Alternative offers may NOT be submitted	
Form of Lodgement		
<input checked="" type="checkbox"/> Internet/electronic by email ONLY HARD COPY DOCUMENTS WILL NOT BE ACCEPTED		
Internet / electronic lodgement	Lodgement Address	info@bequal-laos.org
	Other requirements	None
Offer Validity Period		90 days

6. Contact Person/s

Name	1 Anne Stasinowsky 2 Bob McLaughlin
Email	info@bequal-laos.org

7. Evaluation Criteria

<p>Compulsory Criteria (Bids that do not meet these criteria will not be considered.)</p>	<ol style="list-style-type: none"> 1. Part D Supplier Response Form must be completed in full. 2. Part E Statement of Compliance must be completed in full. 3. Part F Price Schedule must be completed in full. 4. Public Liability Insurance is required. 5. General Property Insurance is required. 6. Marine Transport Insurance is required for international Bidders. 										
<p>Weighted Technical Selection Criteria (Conforming bids will be scored based on these criteria)</p>	<p>The evaluation criteria include, but are not limited to, the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">A. Organisational capacity and experience</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>B. Ability to deliver on time</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>C. Value for money</td> <td style="text-align: right;">10%</td> </tr> <tr> <td>D. Commitment to DFAT’s Child Protection policy and to DFAT’s Preventing Sexual Abuse and Harassment policy</td> <td style="text-align: right;">10%</td> </tr> <tr> <td>E. Price</td> <td style="text-align: right;">20%</td> </tr> </table>	A. Organisational capacity and experience	30%	B. Ability to deliver on time	30%	C. Value for money	10%	D. Commitment to DFAT’s Child Protection policy and to DFAT’s Preventing Sexual Abuse and Harassment policy	10%	E. Price	20%
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C. Value for money	10%										
D. Commitment to DFAT’s Child Protection policy and to DFAT’s Preventing Sexual Abuse and Harassment policy	10%										
E. Price	20%										

1 INVITATION

1.1 Tetra Tech International Development's Requirements

Tetra Tech International Development invites the Tenderer to make an Offer in accordance with this Invitation for the provision of Tetra Tech International Development's Requirements.

1.2 Additions and Amendments

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

1.3 Accuracy of Invitation

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

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

1.4 The Use of Invitation

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

1.5 Procurement Process does not create a Contract

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

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

2 STRUCTURE OF INVITATION

This Invitation consists of six (6) parts:

Part A Procurement Process Guidelines

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

Part B Specification

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

Part C Example Draft Contract

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

Part D Supplier Response Form

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

Part E Statement of Compliance

Part E sets out the compliance requirements and standards related to Part B Specification.

Part F Price Schedule

Part F is the detailed Price Schedule and must be completed in full.

Bidders must complete ALL parts of the Part D Supplier Response Form, Part E Statement of Compliance and Part F Price Schedule to be eligible for selection.

3 COMMUNICATION

3.1 Contact Person

Bidders may only communicate with the Contact Person about this Invitation, and that contact must be in writing.

Bidders may only communicate in writing by email to info@bequal-laos.org

3.2 Requests for Clarification

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

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

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

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

Additional information about this Invitation and any Addendum developed will be made available on:

- the tenders page of the BEQUAL website www.bequal-laos.org;
- the tenders page of the Tetra Tech International Development website <https://intdev.tetratechasiapacific.com/work-with-us/tender-opportunities/>;
- Australian Tenders: <https://www.australiantenders.com.au/>;
- and AusConnect: <https://ausconnect.dfat.gov.au/>

4 THE TENDER OFFER

4.1 Format of Offer

The Offer must be completed using the Part D Supplier Response Form, Part E Statement of Compliance, and Part F Price Schedule.

The Offer must:

1. be in English.
2. be endorsed by an appropriately authorised officer with any alterations or prices clearly and legibly stated and any alterations initialled.
3. quote prices in USD that are VAT exclusive and, in relation to VAT, must state where the VAT is applicable and show that amount separately.
4. stipulate fixed prices (unless otherwise specifically required or indicated).
5. be concise and only provide what is sufficient to present a complete and effective response.

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

4.2 Conforming Offer

The Tenderer must submit a Conforming Offer to be considered.

A Conforming Offer means an Offer by the Supplier that includes all requested information, responds to the entire scope of work, is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Compulsory Criteria.

4.3 Alternative Offers

Bidders may NOT submit an additional Alternative Offer.

4.4 Cost of Preparing the Offer

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

5 LODGING AN OFFER

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

5.1 Email

The Bidder must satisfy the requirements for email lodgement specified in the Reference Schedule.

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

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

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

5.2 Late Offers

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

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

5.3 Validity

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

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

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

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

6 CONSORTIA AND SUB-CONTRACTING

6.1 Consortia

If the Bidder is a member of a consortium then the Offer must stipulate which part(s) of Tetra Tech International Development's Requirements that each entity comprising the consortium would provide and how the entities would relate with each other to ensure full provision of Tetra Tech International Development's Requirements. All consortium members that are not natural persons are to provide details relating to their legal nature and any relevant corporate structure.

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

6.2 Sub-contracting

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

7 PROCUREMENT PROCESS CONDUCT

7.1 The Bidder's Conduct

The Bidder must:

1. **ensure all communication is via the Contact Person ONLY**
2. declare any actual or potential conflict of interest.
3. not nominate a Tetra Tech International Development employee as a referee.
4. not employ or engage the services of any person who has a duty to Tetra Tech International Development as an adviser, consultant or employee (or former adviser, consultant or employee).
5. not offer any incentive to, or otherwise attempt to influence, any employee of Tetra Tech International Development or any member of an evaluation team at any time.
6. not engage in any collusive or anti-competitive conduct with any Supplier.
7. comply with all laws in force in South Australia and Lao PDR applicable to this Procurement Process.
8. disclose whether the Bidder is acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s).
9. not issue any news releases or responses to media enquiries and questions regarding this Procurement Process or this Invitation without Tetra Tech International Development's written approval.
10. The Bidder must not be named as not complying with the Workplace Gender Equality Act 2012 (Commonwealth);
11. The Bidder must not be listed on the World Bank List or any similar List maintained by a development donor or is the subject of an informal investigation or temporary suspension which could lead the Bidder becoming so listed;
12. The Bidder must not be subject to an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of any workplace relations law, work health and safety law, or workers' compensation law, or if the Bidder is subject, that the Bidder has fully complied, or is fully complying with the Court or Tribunal order; and
13. The Bidder agrees to contract as a single legal entity.

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

7.2 Tetra Tech International Development's Conduct

Tetra Tech International Development will:

1. preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality).
2. give Bidders the opportunity to compete fairly.

7.3 Confidentiality

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

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

Information supplied by or on behalf of Tetra Tech International Development is confidential to Tetra Tech International Development and the Bidder is obliged to maintain its confidentiality.

The Bidder may disclose confidential information to any person that has a need to know the information for the purposes of submitting the Offer.

7.4 Commonwealth Procurement Rules and PGPA Act

Bidders should be aware that the Commonwealth Procurement Rules ('CPRs') and the *Public Governance Performance and Accountability Act Rules 2013* (Cth) ('PGPA Act') as amended from time to time, apply to this RFT.

The CPRs are available at: <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/index.html>

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

7.5 Australian Indigenous Procurement Policy

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

Bidders should note that the Australian Indigenous Procurement Policy does **not** apply to this procurement.

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

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

7.6 Disclosure of Information Provided by Bidders

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

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

Bidders should note that the *Freedom of Information Act 1982* (The Act) gives members of the public rights of access to official documents of the Commonwealth Government and its

Agencies. The Act extends, as far as possible, rights to access information in the possession of the Commonwealth Government and its Agencies, limited only by considerations for the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

8 EVALUATION PROCESS

8.1 Evaluation

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

Evaluation Criteria	Weighting %
A. Organisational capacity and experience in large volume printing, collating and packaging	30%
B. Ability to deliver on time	30%
C. Value for money	10%
D. Commitment to DFAT’s Child Protection Policy and to DFAT’s Preventing Sexual Abuse and Harassment policy	10%
E. Price	20%

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

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

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

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

In evaluating Offers, Tetra Tech International Development will consider:

1. the Evaluation Criteria
2. the overall value for money of the Offer

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

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

Tetra Tech International Development may in its absolute discretion:

1. take into account any relevant consideration when evaluating Offers.
2. accept all or part of an Offer.
3. invite any person or entity to lodge an Offer.
4. allow a Supplier to change its Offer.
5. consider, decline to consider, or accept (at Tetra Tech International Development's sole discretion) an Offer lodged other than in accordance with this Invitation.
6. seek further information from the Bidder regarding the Offer including but not limited to requests for additional information or presentations by, or interviews with the Bidder or the Bidder's key personnel.
7. seek and evaluate relevant financial viability data concerning any Bidder's business and related entities including seeking any assistance from third party providers.
8. make enquiries of any person or entity to obtain information about any Bidder and its Offer (including but not limited to the referees).
9. seek clarification of any technical, commercial, risk or other matters at any stage, and may seek a Best and Final Offer in respect of the offer provided by each Bidder.
10. visit facilities operated by any Bidder, proposed subcontractors of any Bidder and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).
11. is not bound to accept the lowest priced, highest technical or any Offer.

8.2 Discontinue Process

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

8.3 Shortlisting

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

8.4 Negotiation

Tetra Tech International Development may choose to:

1. enter into negotiations with the Bidder or any other supplier (including parallel negotiations with more than one Bidder) in order to vary its Offer on grounds of capability / capacity, technical issues, cost, effectiveness, to finalise agreement on the terms of the contract, or any other matters.
2. re-evaluate Offers generally after any negotiation.
3. suspend, discontinue or terminate at any time negotiations with the Bidder or any supplier or any other person or organisation.
4. negotiate with the Bidder or any supplier for the provision of any part of Tetra Tech International Development's Requirement and negotiate with any other supplier with respect to the same or other parts of Tetra Tech International Development's Requirement and to enter into one or more contracts for part or parts of Tetra Tech International Development's Requirement.

5. negotiate at any time with any organisation that is not a supplier and enter into a contract in relation to Tetra Tech International Development's Requirement or any part of Tetra Tech International Development's Requirement with that organisation on such terms as Tetra Tech International Development, at its absolute discretion, considers appropriate.
6. seek best and final offers from all or some of the Bidders. Irrespective of Tetra Tech International Development's right to negotiate and/or seek a best and final offer, the Bidder is bound by the Offer, and if selected, the Tenderer must be willing to enter into a contract on the basis of the Offer.

8.5 Contract Formation

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

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

Tetra Tech International Development intends to contract based on the Draft Contract contained in Part C of this RFT. By submitting an Offer, the Bidder agrees to the Services-Specific and Standard Conditions of Tender, including the Draft Contract. **Any non-compliance with the Draft Contract must be documented in Clause 12 of Part D - Supplier Response Form.**

9 GLOSSARY

9.1 Definitions

In this Invitation, unless the contrary intention is apparent:

1. "Alternative Offer" is an alternative or innovate offer which provides a value for money solution that meets Tetra Tech International Development's Requirements.
2. "Closing Date and Time" means the date and time nominated in the Reference Schedule by which Offers are required to be lodged.
3. "Conforming Offer" means an Offer by the Supplier that includes all requested information, is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria.
4. "Contact Person" means the person nominated in the Reference Schedule authorised by Tetra Tech International Development to communicate with Suppliers about the Procurement Process.
5. "CPR" means Australian Commonwealth Government's Commonwealth Procurement Rules.
6. "DFAT" means Australian Commonwealth Government Department of Foreign Affairs and Trade.
7. "Evaluation" means the process for considering and evaluating Offers in accordance with clause 8.1.
8. "Intellectual Property" means any patent, copyright, trademark, trade name, design, trade secret, knowhow, or other form of intellectual property and the right to registration and renewal of the intellectual property.

9. "Invitation" means this document inviting persons to lodge an Offer.
10. "Last Queries Date" means the date nominated in the Reference Schedule as the last date for Suppliers to seek information or clarification of any matters relating to this Invitation.
11. "Mandatory Criteria" means the criteria considered by Tetra Tech International Development to be critical and identified in the Reference Schedule.
12. "Offer" means the documents constituting an offer lodged by a Supplier to meet Tetra Tech's Requirement in accordance with this Invitation.
13. "Offer Material" means all documents, data, computer programs, computer discs and other materials and things provided by a Bidder in relation to an Offer arising out of this Invitation
14. "Part" means a part of this Invitation.
15. "Procurement Process" means the process commenced by the issuing of this Invitation and concluding upon the award of a contract (or other outcome as determined by Coffey) or upon the earlier termination of the process.
16. "Reference Schedule" means the reference schedule in Part A of this Invitation.
17. "Vientiane Time" means the time applicable to Lao PDR, as defined at <https://www.timeanddate.com/worldclock>
18. "Specification" means the information about Tetra Tech International Development's Requirement described in Part B.
19. "Supplier" or "Bidder" means any person or organisation responding to this Invitation by lodging an Offer.

Part B:

Specification – Goods and Services

RFT AM-11252

Printing of Spoken Lao Program Teaching and Learning Materials

Printing of Grade 1 Lao Language Teacher Guide (Book 1)

Printing of the Primary Curriculum Framework

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1 INTRODUCTION

Tetra Tech International Development is the Managing Contractor for the Basic Education Quality and Access in Lao PDR (BEQUAL) Phase 2 Program under contract to the Department of Foreign Affairs and Trade (DFAT), Australian Aid.

Tetra Tech International Development is seeking to engage a suitably qualified contractor to print and package the new Spoken Lao Program textbooks, teacher guides, game and story cards; to print the Grade Lao Language Book 1 teacher guides, and to print the Primary Curriculum Framework as below:

Bidders will provide prices based on the following items and quantities listed below and further detailed specifications for each item can be found **Part E Compliance**:

Item	Quantity
Spoken Lao Program Textbook	184,680
Spoken Lao Program Teacher Guide	13,680
Grade 1 Lao Language Book 1 Teacher Guide	15,792
Primary Curriculum Framework	12,336
Spoken Lao Program Card Set:	
Unit 5 Bingo Cards: 6 per set	40,880
Unit 10 Bingo Cards: 6 per set	40,880
Unit 16 Story Cards: 12 per set	13,680
Unit 29 Story Cards: 6 per set	13,680
Picture and Word Cards: 111 per set	13,680
Instruction Sheet: 1 per box	13,680
Lid and Tray Box: All cards and instruction sheet to fit.	13,680

Tetra Tech International Development is required to comply with Australian Government's Commonwealth Procurement Rules and to their core principle of achieving value for money.

2 SCOPE

The teaching and learning materials for the Lao PDR Ministry of Education and Sports include:

Textbooks

- The book size is 180mm x 250mm.
- Covers will be 230gsm one-sided artboard printed in full colour inside and outside and finished with gloss UV varnish.
- Inside text pages will be 80gsm good quality, wood-free offset paper, 80% to 85% brightness, opacity 85% +/- 5%.
- PUR adhesive binding style with cover crease at 6mm from the spine.

Teacher Guides

- The book size is 210mm x 297mm (A4 size).
- Covers will be 230gsm one-sided artboard printed in full colour inside and outside and finished with gloss UV varnish.
- Inside text pages will be 80gsm good quality, wood-free offset paper, 80% to 85% brightness, opacity 85% +/- 5%.
- Section sewn binding style with cover crease at 6mm from the spine and attached with a good quality adhesive.

Bingo cards

- Finished card size is A5 (148 x 210mm).
- Printed full colour on 1 side.
- White 300gsm artboard.
- Matte PVC laminated on both sides.

Story cards

- Finished card size is A5 (148 x 210mm).
- Printed full colour on 1 side.
- White 300gsm artboard.
- Matte PVC laminated on both sides.

Picture and Word cards

- Finished card size is A5 (148 x 210mm).
- Printed full colour on 1 side and black text on 1 side.
- White 300gsm artboard.
- Matte PVC laminated on both sides.

Instruction Sheets

- Finished size is A4 (297 x 210mm).
- Printed full colour on 2 sides.
- White 160gsm gloss artboard and OPP matt laminated.
- Folded to A5.

Lid and Tray Boxes

- Finished size to be determined by the contracted supplier, to fit all cards and instruction sheet.
- Corrugated 3 ply Natural (Brown) Kraft Paperboard.
- Black text printed on lid.
- Finished with gloss varnish.

Camera Ready Copy PDF files will be provided to the contracted supplier in May 2024

3 REQUIREMENTS

3.1 Requirements

Refer to **Part E Statement of Compliance** and to **Part F Price Schedules** for detailed specifications of the items, requirements for onsite and remote quality assurance processes, individual packing and delivery requirements.

3.2 Timeframes

Supplier/s are required to provide a **production schedule** for each item included in their bid. The production schedule must include:

- 1 The date of providing the **Proforma Invoice and Packing Slip (for international suppliers)**.
- 2 The date of providing the **digital proof** of each item.
- 3 The date of providing the **fully bound** hard copy press proofs of each item.
- 4 The date of providing a **fully packed sample carton** of the textbooks and a **fully packed sample carton of the teacher guides**.
- 5 The date of each delivery to BEQUAL.

The delivery date for all items is **specified in Part A and Part E** and the delivery location is a single warehouse in Vientiane Capital, the exact location will be advised at contracting.

International Supplier/s will be required to facilitate door to door delivery including customs clearance and importation of the items.

3.3 Performance

Quality Assurance: During printing and production processes, weekly video footage and photographs of each part of the production process is required. Videos and photographs should be in a format that is easy to email.

One onsite inspection visit will be made by BEQUAL and Ministry of Education staff. The supplier should advise BEQUAL Tetra Tech staff with 2 weeks' notice of the appropriate date for the onsite inspection of printing, collating, cutting and binding processes.

Reliability and Responsiveness: Proactive and regular communication by email, Whatsapp, phone call or other methods keeping BEQUAL informed of progress and any issues. Responses to emails, messages are received by BEQUAL within 24 hours.

Accuracy: Information provided is detailed, accurate and easy to understand.

Punctuality: Information, documents, proofs and products are delivered on time.

Quality and Consistency: Deliverables are of consistent quality and do not require re-work or corrections.

3.4 Contract Sites/Delivery Locations

The delivery location for all items is to a single warehouse location in Vientiane. The exact location will be advised on contracting with the supplier/s to enable the supplier/s to provide the Proforma Tax Invoice and Packing Slip correctly addressed.

4 GLOSSARY

In this document, unless the contrary intention is apparent:

1. "DFAT" means Australian Commonwealth Government Department of Foreign Affairs and Trade
2. "Offer" means the documents constituting an offer lodged by a Supplier to meet Tetra Tech International Development's Requirement in accordance with this Invitation.
3. "Specification" means the information about Tetra Tech International Development's Requirement described in this Part B.
4. "Supplier" or "Bidder" means any person or organisation responding to this Invitation by lodging an Offer.

Part C:

Example Draft Contract

RFT AM-11252

Printing of Spoken Lao Program Teaching and Learning Materials

Printing of Grade 1 Lao Language Teacher Guide (Book 1)

Printing of the Primary Curriculum Framework

EXAMPLE DRAFT CONTRACT

TETRA TECH INTERNATIONAL DEVELOPMENT PTY LTD

(“TETRA TECH INTERNATIONAL DEVELOPMENT”)

- and -

XXXX

(SERVICE PROVIDER)

GS – XXXX SERVICES AGREEMENT

for

XXXX

SERVICES AGREEMENT

THIS AGREEMENT is made < *TETRA TECH INTERNATIONAL DEVELOPMENT WILL INSERT DATE* >

BETWEEN: TETRA TECH INTERNATIONAL DEVELOPMENT PTY LTD
ABN 63 007 889 081 of 33 Richmond Road Keswick SA 5035,

AND < **SERVICE PROVIDER** >
ABN of < address > |

RECITALS

- A. Tetra Tech International Development carries on the business of a management consultant and international project manager. < **PROGRAM** > is managed by Tetra Tech International Development on behalf of the Australian Government.
- B. Tetra Tech International Development engages the Service Provider to provide the Services and the Service Provider agrees to provide the Services on the terms of this Agreement.

THE PARTIES AGREE as follows:

RECITALS

The recitals are true and form an operative part of this Agreement

OPERATIVE

Tetra Tech International Development and the Service Provider promise to carry out and complete their respective obligations in accordance with the attached Contract Details and the Schedules.

This Agreement is written in plain English as far as possible. Its terms are to be interpreted so as to give efficacy to the Parties' agreement. No rule resolving a doubt as to interpretation against the Party preparing this Agreement will apply. The specific provisions will not limit the interpretation of general provisions.

1. DEFINITIONS

- 1.1. **Acceptance Date** means the date the Services are accepted by Tetra Tech International Development.
- 1.2. **Agreement** means this agreement and all schedules, annexures and other documents as may be incorporated by reference.
- 1.3. **Business Day** means any day that is not a Saturday or Sunday or a public holiday in South Australia.
- 1.4. **Tetra Tech International Development** means Tetra Tech International Development Pty Ltd.
- 1.5. **Commencement Date** means the date specified in schedule 2.
- 1.6. **Completion Date** means the date specified in schedule 2.
- 1.7. **Compliance Tests** means tests performed on the Goods to ensure they comply with the Service Providers warranties in clause 10;

- 1.8. **Compliance Test Period** means the period specified in the Purchase Order beginning from the Delivery Date (or if no period is specified, 14 calendar days from the Delivery Date).
- 1.9. **Complying Goods** are Goods that comply with the Service Provider's warranties in clause 10.
- 1.10. **Confidential Information** means all information including, but not limited to:
- (a) the terms of this Agreement;
 - (b) trade secrets and confidential know-how;
 - (c) financial, accounting, marketing and technical information and plans, customer and supplier lists, fee rates, tender information, know-how, technology, operating procedures, price lists, data bases, source codes and methodologies, of which the Service Provider becomes aware of or generates (both before and after the day this Agreement is signed) in the course of, or in connection with, the Service Provider's engagement with any Tetra Tech International Development Group Member (including confidential information belonging to any third Party including the Commonwealth of Australia represented by the Australian Department of Foreign Affairs and Trade); and
 - (d) all copies, notes and records based on or incorporating the information referred to in clause 1.7(a) and 1.7(b) but does not include any information that was public knowledge when this Agreement was signed or became so at a later date (other than as a result of a breach of confidentiality by, or involving, the Service Provider).
- 1.11. **Contract Material** means all material created or required to be developed or created as part of, or for the purpose of performing, the Services, including documents, equipment, information and data stored by any means.
- 1.12. **Control** of a corporation means having the power (directly or indirectly) to control more than 50% of the membership of the board of directors, more than 50% of the voting shares of the corporation, or otherwise direct or cause the direction of the management and policies of the corporation.
- 1.13. **DFAT** means the Australian Government's Department of Foreign Affairs and Trade.
- 1.14. **Default Event** means those events listed in clause 24.2.
- 1.15. **Deliverables** means the reports and any data or other material specified in Schedule 1 required to be delivered throughout the supply of the Services.
- 1.16. **Direction** means any agreement, approval, assessment, authorisation, decision, determination, explanation, instruction, order, permission, rejection, request or requirement given or made by Tetra Tech International Development.
- 1.17. **FOI Law** means the Freedom of Information Act (Cth) 1982 and any similar legislation.
- 1.18. **Fraud** means any act of dishonestly obtaining a benefit or causing a loss by deception or other means including: theft; obtaining property, a financial advantage or any other benefit by deception; causing a loss, or avoiding or creating a liability by deception; providing false or misleading information, or failing to provide information where there is an obligation to do so; making, using or possessing forged or falsified documents; bribery, corruption or abuse of position; unlawful use of computers, vehicles, telephones and other property or services; divulging confidential information to outside sources; hacking into, or interfering with computer systems; any offences of a like nature to those listed above; and includes alleged, attempted, suspected or detected fraud including
- 1.19. **VAT** means the tax imposed by the VAT Law.

- 1.20. **VAT Law** has the meaning attributed in the VAT Law No 52/NA 3 July 2015.
- 1.21. **VAT Rate** has the meaning attributed in the VAT Law.
- 1.22. **Head Contract** means the Contract between Tetra Tech International Development and DFAT.
- 1.23. **Intellectual Property** means all intellectual property rights including copyright, and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs and patents, and any other rights resulting from intellectual endeavour.
- 1.24. **Intellectual Property Rights** means all intellectual property rights, including:
- (a) patents, plant breeders' rights, copyright, rights in circuit layouts, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (b) any application or right to apply for registration of any of the rights referred to in clause 14, but for the avoidance of doubt excludes moral rights and performers' rights.
- 1.25. **Laws** means all Acts of Parliament of the Commonwealth of Australia and of the State of South Australia, and the requirements of all ordinances, regulations, by-laws, orders, and proclamations.
- 1.26. **Material** means any ideas, discoveries, inventions, information, data, compilations, records, designs, works, technology, software, methods, processes, formulas, names, logos or any other thing of any kind in which Intellectual Property Rights or other rights subsist.
- 1.27. **Modern Slavery** includes any conduct which constitutes modern slavery under any Modern Slavery Law, including without limitation slavery, human trafficking, servitude, forced labour and forced marriage.
- 1.28. **Modern Slavery Laws** means the Modern Slavery Act 2018 (Cth), the Modern Slavery Act 2018 (NSW), Divisions 270 and 271 of the Criminal Code 1995 (Cth), the Human Rights Act 2019 (Qld), and any other binding or non-binding guidelines issued by an entity or person so authorised under Modern Slavery Law, and anti-Modern Slavery laws or regulations in force in Australia or otherwise applicable to the Company or the Subconsultant from time to time with respect to reporting on or addressing the risks of modern slavery, including business operations and supply chains with respect to related purposes.
- 1.29. **Notice** means written notice and **notify** has a corresponding meaning.
- 1.30. **Parties** means the Service Provider and Tetra Tech International Development, and **Party** means any one of them.
- 1.31. **Personnel** means any subcontracted Service Providers, employees, agents and any other person employed or engaged by the Service Provider to perform any part of this Agreement and includes the Service Provider's Representative.
- 1.32. **Pre-Existing Service Provider Material** means any Material made available by the Service Provider for use in the provision of the Services that existed prior to Commencement Date or was developed independently from this Agreement.
- 1.33. **Prices** means the prices set out in or determined in accordance with schedule 2.
- 1.34. **Principal's Representative** means the person identified in schedule 2.
- 1.35. **Qualified Person/s** means the person/s referred in clause 4.3 and identified in schedule 2.

- 1.36. **Representative** means either of the persons nominated as the Service Provider's Representative and Tetra Tech International Development's Representative.
- 1.37. **Services** means the services specified in schedule 1.
- 1.38. **Service Provider** means the Party contracted to perform the Services under this Agreement.
- 1.39. **Service Provider's Representative** means the person identified in schedule 2.
- 1.40. **Specification** means any specifications for the Services in schedule 1.
- 1.41. **Term** means the term of this Agreement which commences on the Commencement Date and ends on the Completion Date.
- 1.42. **Third Party Material** means any material made available by the Service Provider for the purpose of the Agreement in which a third party holds Intellectual Property Rights.
- 1.43. **Variation** means a change to the Services.

2 INTERPRETATION

- 2.1 In this Agreement (unless the context requires otherwise):
- (a) the singular includes the plural;
 - (b) the plural includes the singular;
 - (c) a gender includes every other gender;
 - (d) words referring to individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures;
 - (e) a reference to a Party includes that Party's administrators, successors and permitted assigns;
 - (f) where the day on or by which something is to be done is not a Business Day, that thing may be done on or by the next Business Day;
 - (g) a reference to a clause, subclause, schedule or attachment is a reference to a clause, subclause, schedule or attachment of this Agreement;
 - (h) the words "clause" or "schedule" refer to a clause or schedule to this Agreement;
 - (i) a reference to a clause number includes its subclauses; and
 - (j) the word "or" is not exclusive.
- 2.2 This Agreement between the Parties comprises these standard terms and conditions and all the documents comprised in, and incorporated by reference to, the schedules. If any of the documents comprising this Agreement are inconsistent, they take priority in the following order:
- (a) the special conditions (if any) in schedule 1;
 - (b) these standard terms and conditions (excluding schedule 2); and
 - (c) schedule 2.

3 TERM

- 3.1 This Agreement commences on the Commencement Date and continues for the Term as set out in the Agreement Details in schedule 2 or until all obligations under this Agreement have been fulfilled, or this Agreement is terminated, whichever is earlier.

- 3.2 The Service Provider must commence provision of the Services on the Commencement Date and complete the provision of the Services as set out in the Agreement Details in schedule 2.
- 3.3 The Term of this Agreement may be extended as agreed between the Parties and subject to Agreement performance, availability of funding and DFAT approval.

4 SUPPLY OF GOODS

- 4.1 The Service Provider must:
- (a) supply the Goods described in schedule 1 in accordance with this Agreement;
 - (b) sell the Goods without encumbrance;
 - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
 - (d) comply with Tetra Tech International Development's reasonable directions and delivery instructions;
 - (e) if requested by Tetra Tech International Development, provide Tetra Tech International Development with material safety data sheets with respect to the Goods delivered;
 - (f) provide test evidence for the Goods if required; and
 - (g) if indicated in the Schedule, install the Goods on or before the Installation Date specified in the Schedule.
- 4.2 If the Service Provider cannot comply with any of its obligations under clause 4.1, the Service Provider must notify Tetra Tech International Development in writing immediately.
- 4.3 The Service Provider's cart notes must clearly show Tetra Tech International Development's Purchase Order or Agreement number, (if the Purchaser provided a Purchase Order or Agreement number to the Service Provider), and the cart notes must be provided with the Goods.
- 4.4 Tetra Tech International Development may accept the Goods by written notice to the Service Provider. If 14 calendar days have expired from the date of delivery of the Goods, and Tetra Tech International Development has not rejected the Goods, Tetra Tech International Development will be taken to have accepted the Goods. Any acceptance of the Goods under this clause does not prevent Tetra Tech International Development making a claim in respect of Defective Goods.
- 4.5 The Service Provider bears the risk in the Goods until Tetra Tech International Development has inspected and accepted the Goods pursuant to clause 4.4. Title and risk in the Goods will pass to Tetra Tech International Development upon Tetra Tech International Development's acceptance of the Goods.

5 SERVICES

- 5.1 The Service Provider must provide the Services described in the schedule 1 in accordance with the terms and conditions of this Agreement.
- 5.2 The Service Provider must either complete the Services by the Completion Date or provide the services at all agreed times during the Term, as specified in this Services Agreement. Tetra Tech International Development may inspect the performance and outcome of the Services at any time.
- 5.3 The Service Provider must either complete the Services by the Completion Date or provide the Services at all agreed times during the Term, as specified in this Agreement.

- 5.4 In providing the Services the Service Provider must:
- (h) comply with any reasonable Direction given by or on behalf of Tetra Tech International Development from time to time;
 - (i) comply with all policies procedures and directives of Tetra Tech International Development so far as they are made known to the Service Provider;
 - (j) comply with all applicable standards, laws and regulations;
 - (k) take all reasonable practical measures to ensure the Service Provider's own safety and the safety of the Service Provider's employees;
 - (l) provide and use appropriate safety equipment and clothing and require employees of the Service Provider to use that equipment;
 - (m) provide all labour, materials, plant and equipment necessary to perform the Service Provider's obligations under the Agreement;
 - (n) provide Tetra Tech International Development on request with written evidence of Work Cover and prescribed payments taxation registration (if applicable).

5.5 If the Services do not meet their purpose or are not in accordance with this Agreement, Tetra Tech International Development may by notice require the Service Provider to redo the Services at no additional cost to Tetra Tech International Development.

5.6 Where the Service Provider fails to:

- (a) remedy a defect in performance of the Services; or
- (b) redo the Services within the time specified in a notice given by Tetra Tech International Development under clause 5.5;

Tetra Tech International Development may arrange for the performance of the necessary work and recover the cost from the Service Provider.

5.7 The Service Provider acknowledges that if there is a policy or funding decision which impacts upon Australia's overseas development assistance budget and associated programs, without limiting any other rights or remedies available to Tetra Tech International Development under this Agreement, DFAT may reduce funding available to Tetra Tech International Development in reference to this Agreement.

5.8 Upon reasonable notice being given by DFAT to Tetra Tech International Development, and Tetra Tech International Development to the Service Provider, of policy or funding decisions under clause 5.7, the Service Provider will negotiate with Tetra Tech International Development reasonably reduced Prices to be paid under this Agreement.

6 VARIATIONS

6.1 Tetra Tech International Development may at any time direct the Service Provider to perform a Variation. All such Directions must be in writing and specify that they direct a Variation.

6.2 The Service Provider must not carry out a Variation unless directed to do so by Tetra Tech International Development.

6.3 Where the Service Provider proposes a Variation for its own convenience, it must provide all information reasonably required by Tetra Tech International Development. The Service Provider acknowledges that Tetra Tech International Development may approve or reject the proposed Variation at its sole discretion and is not required to have regard to the interests of the Service Provider when making its decision.

- 6.4 If the Service Provider considers any Direction requires a Variation but the Direction is not in writing or does not specify that it directs a Variation, the Service Provider must promptly notify Tetra Tech International Development in writing setting out why the Service Provider considers the Direction requires a Variation. In that case the Service Provider must not comply with the Direction unless the Service Provider receives a written:
- (a) Direction specifying a Variation; or
 - (b) notice Tetra Tech International Development disagrees, stating its reasons.
- 6.5 If a notice is issued under clause 6.4(b), the Service Provider must comply with the Direction but may, within 20 Business Days, dispute Tetra Tech International Development's notice under clause 6.4(b) by giving notice under clause 25.
- 6.6 The Prices may be adjusted for each Variation. Unless the amount of the adjustment is agreed, the adjustment may be calculated by Tetra Tech International Development on the basis of applicable rates or fees in this Agreement or, if none, then reasonable rates or fees.
- 6.7 The Service Provider is not obliged to perform a Variation that is outside the general Scope of the Services.
- 6.8 The Service Provider agrees that no Variation will invalidate this Agreement.

7 DELIVERABLES

- 7.1 If the Service Provider is to provide Deliverables then the details of the Deliverables (if any) set out in schedule 1, including the delivery dates and the form and content requirements, must be complied with by the Service Provider.
- 7.2 Title in the Deliverables will vest in Tetra Tech International Development on their delivery to Tetra Tech International Development.

8 OWNERSHIP AND RISK IN THE GOODS

- 8.1 Title and ownership in Goods passes to Tetra Tech International Development upon acceptance, in accordance with clause 4.5.
- 8.2 The Service Provider bears the risk in the Goods until Tetra Tech International Development has inspected and accepted the Goods pursuant to clause 4.5.
- 8.3 Risk in the Goods passes to Tetra Tech International Development when the Goods are delivered to the Delivery point.

9 ACCEPTANCE OF THE GOODS

- 9.1 During the compliance Test Period Tetra Tech International Development may perform Compliance Tests.
- 9.2 If the Goods fail a Compliance Test:
- (a) Tetra Tech International Development must provide written notice of the non-compliance ("Non Compliance Notice"); and
 - (b) The Service Provider must provide (and install if applicable) replacement Complying Goods within the Replacement Period.
- 9.3 If the Service Provider provides replacement Goods, Tetra Tech International Development may perform Compliance Tests on the replacement Goods in accordance with clause 9.

- 9.4 Tetra Tech International Development must accept the Goods when satisfied that the Goods are Complying Goods.
- 9.5 On acceptance, Tetra Tech International Development must provide the Service Provider with a written acceptance notice that includes the Acceptance Date.
- 9.6 Tetra Tech International Development will be taken to have accepted the Goods supplied if Tetra Tech International Development does not issue a Non- Compliance Notice within 14 calendar days of the expiry of the Compliance Test Period.
- 9.7 If the Goods fail the Compliance Test and the Service Provider does not provide replacement Complying Goods pursuant to clause 9, Tetra Tech International Development may terminate this Agreement, and the Service Provider must remove the Goods from the Delivery point. If the Service Provider does not remove the Goods, Tetra Tech International Development may (but is not obliged to):
- (a) fix the Goods itself or contract with any other person to fix the Non-Complying Goods so that they become Complying Goods and the Service Provider must reimburse Tetra Tech International Development for all costs incurred in fixing the Goods;
 - (b) return the Goods to the Service Provider (at the Service Provider's cost);
 - (c) move the Non- Complying Goods to a storage place (at the Service Providers' cost); or dispose of the Goods at Tetra Tech International Development's discretion.

10 WARRANTY PERIOD

- 10.1 The Warranty Period is as stated in schedule 2 and starts on the Acceptance Date.
- 10.2 If, in Tetra Tech International Development's reasonable opinion, the Goods fail to comply with any of the Service Providers Warranties in clause 11 during the Warranty Period, Tetra Tech International Development may perform a Compliance Test at the Service Provider's cost.
- 10.3 If the Goods fail any such Compliance Test:
- (a) Tetra Tech International Development must issue a Non- Compliance Notice; and
 - (b) at Tetra Tech International Development's election, the Service Provider must provide (and install if applicable) replacement complying Goods within the Replacement Period or refund the Price.
- 9.4 If the Service Provider provides replacement Goods, Tetra Tech International Development may perform Compliance Test on the replacement Goods in accordance with clause 9.

11 SERVICE PROVIDER'S WARRANTIES

- 11.1 The Service Provider warrants that the Goods:
- (a) are new (unless otherwise specified);
 - (b) conform with any description applied and any sample provided by the Service Provider;
 - (a) conform with the Specifications;
 - (b) conform to the Service Provider's technical specifications;
 - (c) meet the Performance Criteria in schedule 2;
 - (d) are free from defects in materials, manufacture, workmanship and installation;

- (e) conform to any legally applicable Australian standards or other standards nominated in this Agreement;
 - (f) are of merchantable quality;
 - (g) are installed correctly (if the Service Provider is responsible for installation); and
 - (h) are fit for their intended purpose.
- 11.2 The Service Provider warrants that it has good and unencumbered title to the Goods.
- 11.3 The Service Provider warrants that the Goods are manufactured and supplied without infringing any person's intellectual Property Rights.
- 11.4 The Service Provider warrants that the Services will:
- (a) be provided in full, with due care and skill;
 - (b) be provided to a professional standard and in a timely manner;
 - (c) be provided in the most cost-effective manner and using suitable materials;
 - (d) be complete and in accordance with the description in this Agreement;
 - (e) be performed by the Service Provider and/or its Personnel; and
 - (f) be performed to the Specification (if any).
- 11.5 The Service Provider must ensure that Tetra Tech International Development receives the full benefit of any manufacturer's warranties in respect of the Goods.

12 DEFECTIVE GOODS

- 12.1 If a Good is a Defective Good, then at Tetra Tech International Development's election:
- (a) The Service Provider must replace the Defective Good within 14 calendar days (or such other time as is agreed) from notification by Tetra Tech International Development under this clause; or
 - (b) The Service Provider must refund the Price paid for the Good within 30 calendar days from notification by Tetra Tech International Development under this clause, and notwithstanding any other provision, Tetra Tech International Development is not liable to pay for the defective Good.

13 SERVICE PROVIDER'S RELATIONSHIP AND CONDUCT

- 13.1 The Service Provider must:
- (a) supply the Goods in a manner that complies with all laws and codes applicable to the Service Provider's provision of the Goods;
 - (b) conduct itself in a manner that does not invite, directly or indirectly, Tetra Tech International Development's officers, employees or agents to behave unethically, to prefer private interests over Tetra Tech International Development's interests or to otherwise contravene the Code of Ethics for the Australian Government; and
 - (c) ensure that its Personnel observe and comply with the provisions of this Agreement.
- 13.2 Nothing in the Services Agreement (including these Conditions) constitutes a relationship of employer and employee, principal and agent, or partnership between Tetra Tech International Development and the Service Provider.

- 13.3 The Service Provider acknowledges that the Services Agreement (including these Conditions) do not give the Service Provider or the Service Provider's employees authority to bind Tetra Tech International Development.
- 13.4 The Service Provider must not and must ensure that the Service Provider's employees do not, directly or indirectly assume or create or attempt to assume or create any obligation on behalf of or in the name of Tetra Tech International Development.

14 SERVICE PROVIDER'S REPRESENTATIONS

- 14.1 The Service Provider represents that prior to entering this Agreement it has made such enquiries and examined such information as it considers necessary to satisfy itself:
- (a) as to the nature, scope extent and degree of difficulty of the Services to be performed by it pursuant to this Agreement;
 - (b) as to its ability to supply the Goods to a high standard and within the time specified in this Agreement; and
 - (c) as to the availability of suitably qualified and experienced personnel, and all other facilities and information which it is required to provide for the purpose of supplying the Goods.

15 DEFECTIVE DELIVERY

- 15.1 If in Tetra Tech International Development's reasonable opinion the Service Provider has failed to comply with this Agreement in supplying the Goods, Tetra Tech International Development may give written notice to the Service Provider, and the Service Provider must, within 14 calendar days of Tetra Tech International Development's notice, either rectify the non-compliance or, where the non-compliance cannot be rectified, re-supply the Goods.

16 LATE DELIVERY

- 16.1 In the event the Service Provider fails to deliver the Goods with the stipulated time, Tetra Tech reserves the right to apply penalties for late deliveries, except where Clause 24 (Force Majeure) applies, at the rate of 0.5% of contract value on a daily basis to a maximum value of 20% of the contract value.

17 NO MINIMUM PURCHASE

- 17.1 Tetra Tech International Development is under no obligation to purchase a minimum quantity of Goods or Services from the Service Provider during the Term.

18 NON-EXCLUSIVITY

- 18.1 This Agreement is entered into on a non-exclusive basis.
- 18.2 Tetra Tech International Development may purchase other Goods and Services similar to the Goods and Services in this Agreement from other providers.

19 PRICE

- 19.1 In consideration for the supply of the Goods, Tetra Tech International Development will pay the Prices.

- 19.2 The Prices include all taxes, duties or government charges imposed or levied in Australia or overseas in connection with this Agreement.
- 19.3 The Prices include all costs of compliance with the Service Provider's obligations under this Agreement. No other costs or expenses are payable by Tetra Tech International Development.

20 TERMS OF PAYMENT

- 20.1 The Service Provider must submit to Tetra Tech International Development correctly rendered invoices.
- 20.2 An invoice will be correctly rendered if:
- (a) it complies with the requirements of this Agreement; and
 - (b) if appropriate and required by Tetra Tech International Development, it is accompanied by documentation substantiating the amount claimed.
- 20.3 Unless this Agreement states otherwise, Tetra Tech International Development will pay for the Goods or Services within 30 days after:
- (a) completion of the Services;
 - (b) Supply of Goods; or
 - (c) receipt of a correctly rendered invoice for the Services;
- whichever occurs later.
- 20.4 A payment by Tetra Tech International Development to the Service Provider is not an admission of liability.

21 INTELLECTUAL PROPERTY RIGHTS

- 21.1 The Service Provider must not infringe the Intellectual Property Rights of any person in performing its obligations under this Agreement.
- 21.2 All intellectual property created under the Services Agreement and relating to the Services is, from the time of creation of the right, owned by Tetra Tech International Development.
- 21.3 The Service Provider indemnifies Tetra Tech International Development, its officers, employees and agents against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other Intellectual Property Rights, by reason of Tetra Tech International Development receipt or enjoyment of the Service.

22 INDEMNITY

- 22.1 The Service Provider indemnifies, and undertakes to keep indemnified, Tetra Tech International Development and its employees, from and against any costs, losses, damages, expenses (including legal expenses), liabilities or other outgoings of whatever kind suffered or incurred by Tetra Tech International Development arising out of or in respect of:
- (a) any negligence, wrongful act or omission or breach of duty by the Service Provider or any of its Personnel;
 - (b) any breach of a warranty given under this Agreement; or
 - (c) any Default Event or breach by the Service Provider of any of the provisions of this Agreement.

22.2 The Service Provider's liability to indemnify Tetra Tech International Development under this clause 21 will be reduced proportionately to the extent that Tetra Tech International Development's negligent acts or omissions contributed to the relevant loss or liability indemnified.

22.3 This clause will survive termination of this Agreement.

23 INSURANCE

23.1 The Service Provider must effect and maintain all insurance policies set out in schedule 2, and must ensure its subcontractors effect and/or maintain the same insurance cover, from insurers acceptable to Tetra Tech International Development (**'Insurable Policies'**).

23.2 The Insurance Policies must be in the name of the Service Provider and must be adequate to cover the Service Provider for its respective rights, interests and liabilities including any right, interest and liability arising out of or in connection with any subcontracted Services.

23.3 The Insurance Policies may only be cancelled or changed if:

- (a) the cancellation or change will not constitute a breach of this Agreement; and
- (b) the Service Provider has provided at least 14 days' prior written notice to Tetra Tech International Development.

23.4 The obtaining of any insurance by the Service Provider in accordance with this clause 22 does not in any way reduce, limit or otherwise affect any obligations, liabilities or warranties of the Service Provider under any other provision of this Agreement or otherwise at Law.

23.5 The Service Provider must pay all premiums and all deductibles applicable to the Insurance Policies when due and promptly reinstate any insurance required under this clause 22 if it lapses or if cover is exhausted.

23.6 The Service Provider shall ensure that its Public and/or Professional Liability insurance contains an indemnity extension to cover the vicarious liability of Tetra Tech International Development for acts or omissions of the Service Provider.

23.7 The Service Provider must effect and/or maintain the Insurance Policies referred to in this clause 22 on or before the date of execution of this Agreement until, subject to clause 22.8, the end of the Term.

23.8 If the wording of an Insurance Policy required by this clause 22 is constructed on a claims made basis, the insurance must be maintained without interruption for a period of 7 years after the end of the Term.

23.9 Before the date of execution of this Agreement, and within 14 days of request by Tetra Tech International Development, the Service Provider must give to Tetra Tech International Development certificates of insurance and such other proof of compliance with the provisions of this clause 22 as Tetra Tech International Development may reasonably require.

23.10 The Service Provider must comply with the terms of the Insurance Policies, and the Service Provider must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurance Policies.

23.11 If the Service Provider fails to comply with this clause 22, Tetra Tech International Development may (in addition to any other rights Tetra Tech International Development may have) at its sole discretion and at the Service Provider's sole cost, delay the commencement of the Services, suspend the performance of the Services, deny access to any relevant site and/or refuse any payment in respect of the Goods and Services, until such time as the Service Provider has fully complied with this clause 22.

- 23.12 The Insurance Policies are primary and not secondary to the indemnities in this Agreement. However, Tetra Tech International Development is not obliged to make a claim or institute proceedings against any insurer under the Insurance Policies before enforcing any of its rights or remedies under the indemnities in this Agreement, or generally. In addition, the parties acknowledge that if a claim is made under an Insurance Policy by Tetra Tech International Development, it is their intention that the insurer cannot require Tetra Tech International Development to exhaust any indemnities referred to in this Agreement before the insurer considers or meets the relevant claim.
- 23.13 Tetra Tech International Development, in specifying levels of insurance in this Agreement, accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of those insurances in respect of how they may or may not respond to any loss, damage or liability.
- 23.14 The Service Provider acknowledges and agrees that it is the Service Provider's responsibility to assess and consider the risks and scope of insurances required under this Agreement.
- 23.15 The Service Provider acknowledges that regardless of whether the Insurance Policies respond or not and why, the Service Provider is not released (in whole or in part) from any of the indemnities referred to in this Agreement, or generally.

24 FORCE MAJEURE

- 24.1 Force Majeure means an event or circumstance which prevents a Party ("the Affected Party") from complying with any of its obligations under this Agreement and which that the Affected Party:
- (a) did not cause;
 - (b) cannot control or influence; and
 - (c) cannot prevent or avoid through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of services from another source and work around plans.
- 24.2 The Affected Party must notify the other Party if the Force Majeure is preventing it from complying with any of its obligations as soon as it becomes aware of the Force Majeure.
- 24.3 The Affected Party's rights and obligations will be suspended to the extent and for so long as the performance of the Affected Party's rights and obligations are prevented or delayed by the Force Majeure.
- 24.4 The Affected Party must keep the other Party informed of the continuation and expected duration of the Force Majeure and of measures taken to comply with this Clause.
- 24.5 The Affected Party must recommence performance of its obligation as soon as possible without delay after the Force Majeure has ceased to exist.

25 TERMINATION

- 25.1 At any time after a default event occurs Tetra Tech International Development may terminate this Agreement with immediate effect by giving notice in writing to the Service Provider.
- 25.2 A default event will be taken to have occurred if any of the following events occurs:
- (a) the Service Provider fails to supply the Goods within 14 calendar days of the Delivery Date;
 - (b) the Service provider fails to start providing the Services by the Commencement Date;

- (c) the Service Provider fails to proceed at a rate likely to achieve completion of the Services by the Completion Date;
- (d) the Service Provider fails to complete the Services by the Completion Date;
- (e) the Service Provider ceases to provide the Services at any time during the Term (if any) specified in this Agreement;
- (f) the Service Provider fails to:
 - (i) provide and pay for appropriate insurance as required by clause 22; or
 - (ii) provide Tetra Tech International Development with proof of appropriate insurance upon request by Tetra Tech International Development as required by clause 22;
- (g) the Service Provider breaches any other provision of this Agreement (including these Conditions) and fails to remedy the breach within 30 days after receiving written notice requiring that to be done;
- (h) any step is taken to enter into any arrangement between the Service Provider and the Service Provider's creditors;
- (i) the Service Provider ceases to be able to pay the Service Provider's debts as they become due;
- (j) the Service Provider ceases to carry on business; or
- (k) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of the Service Provider's assets or business.

25.3 Where, before termination of this Agreement under this clause 24, Tetra Tech International Development has made payment to the Service Provider in advance of Services performed or Goods delivered, the Service Provider must on termination repay that amount to Tetra Tech International Development. If not so paid, the amount is recoverable by Tetra Tech International Development from the Service Provider as a debt.

25.4 If this Agreement is terminated under this clause 24:

- (a) the Parties are relieved from future performance without prejudice to any right of action that has accrued at the date of termination;
- (b) rights to recover damages are not affected; and
- (c) the Service Provider indemnifies Tetra Tech International Development in respect of any additional cost Tetra Tech International Development may incur in purchasing similar services from alternative suppliers.

26 TERMINATION FOR CONVENIENCE

26.1 If there is a policy or funding decision which impacts upon Australia's overseas development assistance budget and associated programs, DFAT has an unfettered discretion to, by notice to Tetra Tech International Development, terminate or reduce the scope of the Head Contract.

26.2 Without limiting Tetra Tech International Development's rights under this Agreement, at law or in equity, Tetra Tech International Development's rights under this clause 25.2 include the discretion to terminate or reduce the scope of this Agreement if DFAT determines that the continuation of this Agreement, or the continuation of a program or initiative for the purposes of which this Agreement was entered into, does not support the achievement of value for money by DFAT.

- 26.3 The Parties acknowledge and agree that such a determination by DFAT may be made in the absence of a breach of this Agreement by the Service Provider and due to circumstances beyond the Service Provider's and Tetra Tech International Development's control.
- 26.4 If Tetra Tech International Development terminates this Agreement under this clause 25, Tetra Tech International Development will only be liable to the Service Provider for the following loss or damage incurred as a direct consequence of termination of this Agreement to the extent that they can be reasonably substantiated and are unable to be avoided or mitigated:
- (a) fees and any Reimbursable Costs, as payable under schedule 2 (Agreement Details) for Goods and/or Services provided before the effective date of termination (on a pro-rata basis, if applicable); and
 - (b) excluding all other loss or damage, including the cost of redundancies, the costs of terminating any subcontracts, loss of profits and all other forms of expectation loss.
- 26.5 Tetra Tech International Development is not obliged to make any further payments to the Service Provider (whether under this Agreement, at law or in equity) if Tetra Tech International Development exercises its rights in clause 25.2 except as expressly provided under this clause 25.

27 CONFIDENTIALITY

- 27.1 Subject to laws requiring the disclosing of information or documents, the Parties agree all information obtained in connection with or incidental to the Services, including Confidential Information, are confidential as between the Parties and neither Party will without the prior written consent of the other disclose any of the Confidential Material to any third Party.
- 27.2 Neither Party, nor their Personnel may disclose, use or make public the Confidential Information of the other Party (or Confidential Information disclosed by or on behalf of the other) unless required by law, necessary for legal proceedings, provided with the written consent of the relevant Party, or required to manage this Agreement. If the Confidential Information is required to be disclosed under this clause 26.2, a Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.
- 27.3 If a Party is required to disclose Confidential Information by law or for legal proceedings, the disclosing Party must provide reasonable notice to the other Party.

28 GOVERNING LAW AND JURISDICTION

This Agreement and any transactions contemplated under this Agreement are governed by and are to be construed in accordance with the laws of South Australia. Each Party to this Agreement unconditionally submits to the exclusive jurisdiction of the courts of South Australia.

29 PRIVACY

- 29.1 The Service Provider is a “Contracted Service Provider” within the meaning of the Privacy Act 1988 (Cth) and, to the extent that it deals with personal information in the provision of Services, agrees to:
- (a) comply with the Australian Privacy Principles as they apply to Tetra Tech International Development, including:
 - (i) to use or disclose personal information only for the purposes of this Agreement;
 - (ii) take necessary steps to ensure adequate security measures are in place to protect personal information from misuse, interference and loss and from unauthorised access, modification or disclosure;
 - (iii) comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient;
 - (b) not do any act, or engage in any practice that would, if done in or engaged in by Tetra Tech International Development, breach the Australian Privacy Principles;
 - (c) comply with any reasonable request or direction of Tetra Tech International Development or the Privacy Commissioner in relation to access to, or handling of, personal information;
 - (d) immediately notify Tetra Tech International Development if it becomes aware of a breach or possible breach of any obligations referred to in this Clause, or the initiation of any action by the Privacy Commissioner relevant to this Agreement; and
 - (e) investigate any complaint arising out of a breach or possible breach of any obligations referred to in this clause and notify Tetra Tech International Development of that investigation and outcome.
- 29.2 The Service Provider agrees to indemnify Tetra Tech International Development in respect of any loss, liability or expense suffered or incurred by Tetra Tech International Development which arises directly from a breach by the Service Provider of any obligations referred to in this clause.

30 TAXES

- 30.1 Unless otherwise indicated, the amount payable under this Agreement for each supply of Services under this Agreement is the value of that supply plus any VAT imposed under the VAT Act. Payment by Tetra Tech International Development to the Service Provider of the VAT is subject to the Service Provider providing Tetra Tech International Development with a valid Tax Invoice issued in accordance with the relevant provisions of the VAT Act and regulations.
- 30.2 The total amount of VAT payable by the Service Provider, and for which the Service Provider seeks payment from Tetra Tech International Development in respect of the supply must be shown as a separate item on the Service Provider’s Tax Invoice.

31 DISPUTE RESOLUTION

- 31.1 If a dispute arises under this Agreement, prior to commencing any arbitration or court proceedings (other than for interlocutory relief or where an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Service Provider, or Tetra Tech International Development is exercising a right to terminate) the

Parties must act in good faith and use their reasonable endeavours to resolve the dispute as follows:

- (a) the Party claiming that there is a dispute must give the other a written notice in accordance with clause 25 setting out the nature of the dispute;
- (b) within 10 Business Days following notice, attempt to resolve the dispute through direct negotiation between the Service Provider Representative and Tetra Tech International Development Representative;
- (c) if still unresolved, refer the dispute to each Party's Escalation Representative as set out in the Contract Details, who must in good faith work to resolve the dispute within a further 10 Business Days or any other agreed period;
- (d) if still unresolved, the Parties have 30 Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or conciliation rather than litigation or arbitration; and
- (e) if the dispute is not resolved in that time or there is no agreement to, or submission of the dispute to mediation or conciliation within a further 30 Business Days, then either Party may commence legal proceedings.

31.2 Notwithstanding an existing dispute between the Parties, or that legal proceedings are pending or current, and subject to clause 13, the Service Provider and its Personnel must continue to comply with its obligations under this Agreement.

32 NOTICES

32.1 A notice given under this Agreement:

- (a) must be in writing, signed by the Representative, or other authorised officer, marked for the attention of the person set out in schedule 1, and sent to that person's relevant address, by prepaid ordinary post (airmail if posted to or from a place outside Australia), or by email to the person's email address; and
- (b) will be taken to be received on the date it is delivered (if hand-delivered to the Party), in the case of a pre-paid letter sent by ordinary mail, on the third Business Day after posting (or seventh if posted to or from a place outside of Australia), or in the case of email, when it is delivered to a system from which the addressee can retrieve it.

33 COUNTER-TERRORISM

33.1 The Service Provider must ensure that funds provided under this Agreement (whether through a subcontract or not) do not provide direct or indirect support or resources to:

- (a) organisations and/or individuals associated with terrorism, and
- (b) organisations and individuals for whom Australia has imposed sanctions under:
 - (i) the Charter of the United Nations Act 1945 (Cth) and regulations made under that Act;
 - (ii) the Autonomous Sanctions Act 2011 (Cth) and regulations made under that Act; or
 - (iii) the World Bank List or a Relevant List.

34 FRAUD

- 34.1 The Service Provider must not, and must ensure that its Personnel do not, engage in any Fraud and must prevent and detect Fraud, including Fraud by its Personnel.
- 34.2 The Service Provider must ensure that its Personnel are responsible and accountable to the Service Provider for preventing and reporting any Fraud as part of their routine responsibilities.
- 34.3 If the Service Provider becomes aware of a Fraud, it must report the matter to Tetra Tech International Development in writing as soon as reasonably possible. The written report to Tetra Tech International Development must be signed by a Service Provider authorised person and must include the following (where known):
- (a) name of any Personnel (including any subcontractors) involved;
 - (b) the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - (c) the names of the suspected offender(s) (where known);
 - (d) details of witnesses;
 - (e) copies of relevant documents;
 - (f) references to any relevant legislation;
 - (g) a nominated contact officer;
 - (h) any other relevant information (e.g., political sensitivities, any other Party or agency that has been informed, involved or that can assist with investigations); and
 - (i) the current status of any inquiries commenced by the Service Provider.

35 ANTI-CORRUPTION

- 35.1 The Service Provider warrants that neither it nor its Personnel will make or cause to be made, receive or seek to receive any offer, gift or payment, or benefit of any kind, which could be construed as an illegal or corrupt act, either directly or indirectly to any Party, in relation to the execution of this Agreement.
- 35.2 Any breach of this clause 35 will entitle Tetra Tech International Development to issue a notice under clause 25 to terminate this Agreement immediately.

36 MODERN SLAVERY

- 36.1 The Service Provider warrants and agrees that:
- (a) it has not engaged, and will not engage, in any Modern Slavery practices;
 - (b) it complies with and will continue to comply with Modern Slavery Laws;
 - (c) it has investigated the risk of Modern Slavery within its operations, and those of its supply chain;
 - (d) it assesses and addresses risks regarding Modern Slavery, including implementing appropriate due diligence and, where required, remediation programs;
 - (e) it will, as soon as possible, notify the Company in writing of any confirmed instances of Modern Slavery arising directly or indirectly in relation to this Agreement or the Project and the actions undertaken by it to remedy the issue;

- (f) it has all the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in clauses 36.1(a) to (e).
- 36.2 The Service Provider must comply (and ensure that its subcontractors comply) with any requests made by the Company to provide any assistance, information, documents or interview any person as required by the Company to enable the Company to discharge any obligations arising under the Modern Slavery Laws.
- 36.3 The Service Provider indemnifies the Company against all actions, claims, demands and proceedings against the Company, and all losses, damages, costs, expenses and other liabilities suffered or incurred by the Company, arising from any failure by the Service Provider to comply with its obligations under this clause 36.

37 WORK HEALTH AND SAFETY

- 37.1 In Carrying out the Services the Service Provider must:
- (a) comply, and ensure that any subcontractor, subconsultant comply, with all Legislative Requirements, codes of practice, standards and policies and other requirements of this Agreement in respect of work health and safety;
 - (b) ensure so far as is reasonably practicable, the health and safety of workers engaged, or caused to be engaged by the Service Provider, and workers whose activities in carrying out work are influenced or directed by the Service Provider, while the workers are at work;
 - (c) ensure so far as is reasonably practicable, that the health and safety of other persons is not put at risk;
 - (d) comply with its duty under the WHS Legislation to consult with workers who carry out work for the Service Provider (or are likely to be) directly affected by a work health and safety matter; and
 - (e) comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter.

38 PUBLICITY

- 38.1 The Service Provider may not make media or other announcements or releases relating to this Agreement without Tetra Tech International Development's prior written approval except to the extent that the announcement or release is required to be made by law.

39 NOVATION, ASSIGNMENT AND SUBCONTRACTING

- 39.1 Under the Head Contract between DFAT and Tetra Tech International Development, DFAT has the right of substitution to further novate this Agreement to another managing contractor. The Service Provider, by entering into this Agreement for the provision of the Services, acknowledges that this Agreement can be novated and it does not create any contractual relationship between DFAT and the Service Provider.
- 39.2 The Service Provider is permitted to subcontract any part of the Services but remains responsible for delivery of the Services.
- 39.3 Where the Service Provider subcontracts any part of the Services, the work undertaken by the Services Provider's Personnel must be performed to the same standards as stated in this Agreement.

- 39.4 Subcontracting does not relieve the Service Provider of any obligation under this Agreement.
- 39.5 The Service Provider is liable to Tetra Tech International Development for the acts and omissions of any subcontracted Personnel as if they were the acts or omissions of the Service Provider.
- 39.6 The Service Provider must not assign or attempt to assign any rights under this Agreement without Tetra Tech International Development's written consent.

40 PERFORMANCE ASSESSMENT

- 40.1 The Service Provider acknowledges and agrees that DFAT may issue a Service Provider performance assessment in relation to this Agreement.
- 40.2 The Service Provider agrees that DFAT or Tetra Tech International Development may issue:
- (a) a Service Provider performance assessment; or
 - (b) Service provider key personnel performance assessments, in relation to the Agreement
- 40.3 The Service Provider will sign and return the Service Provider performance assessment together with any response within 15 days of receipt and will ensure that the Service Provider personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt.

41 COMPLIANCE WITH DFAT AND TETRA TECH INTERNATIONAL DEVELOPMENT POLICIES

- 41.1 The Service Provider must ensure that it, and its Personnel, **comply** with DFAT policies and guidance as identified on the DFAT website: <https://www.dfat.gov.au/aid/australias-development-program>, including:
- a) the [Disability Inclusive Strategy](#);
 - b) the [Child Protection Policy](#);
 - c) the [Preventing Sexual Exploitation, Abuse and Harassment Policy](#);
 - d) the [Family Planning and the Aid Program: Guiding Principles](#);
 - e) the [Environment Protection Policy](#);
 - f) the [Displacement and Resettlement of People in Development Activities Policy](#);
 - g) the [Gender Equality and Women's Empowerment Policy](#);
 - h) the [Guidelines for preparing Accessible Content](#);
 - i) the [Anti-Corruption Policy](#);
 - j) the [Counterterrorism Policy](#);
 - k) the [Fraud Control Policy](#);
 - l) the [Commonwealth Procurement Rules and Guidelines](#);
 - m) the [Commonwealth Grant Rules and Guidelines](#); and
 - n) the Tetra Tech International Development Code of Conduct and Client Service Standards.
- 41.2 The Service Provider will sign the Code of Conduct and Client Service Standards as attached at schedule 4.

42 NOTIFICATION TO TETRA TECH INTERNATIONAL DEVELOPMENT

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

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EXECUTED as an Agreement

SIGNED for and on behalf of Tetra Tech International Development Pty Ltd by:

Name (Print)

Name of Witness (Print)

Signature

Signature of Witness

Date

Date

SIGNED for and on behalf of [Service Provider] by:

Name (Print)

Name of Witness (Print)

Signature

Signature of Witness

Date

Date

SCHEDULE 1

SCOPE OF SERVICE – DESCRIPTION OF GOODS - DELIVERABLES

[Tetra Tech will include information from the RFT Part B Specification and from the successful Bidders Offer]

DRAFT

SCHEDULE 2

SERVICE PROVIDER:	
PROJECT:	
COMMENCEMENT DATE:	
COMPLETION DATE:	
LOCATION / DELIVERY ADDRESS:	

PRICES:

The total amount payable for the Goods and/or Services will not exceed the sum of up to: USD XXXXX excluding VAT. Tetra Tech International Development is not liable for any costs or expenditure incurred by the Service Provider in excess of this amount, unless previously approved by Tetra Tech International Development via a contract variation.

PAYMENTS:

[Tetra Tech will complete]

Example:

Milestone	Description	Due Date	Amount	Acceptance Criteria
1	Fully executed contract	Effective date of contract	10% of contract sum	Written acceptance by BEQUAL representative
2	Digital Press Proofs	TBA	10% of contract sum	Written acceptance by BEQUAL representative
etc				

INVOICES (CLAIMS FOR PAYMENT):

The Service Provider invoices (claims for payment) must be submitted when due pursuant to this schedule in a form identifiable with the Services.

All claims for payment must include a certification by a duly authorised representative:

- i. that the invoice has been correctly calculated;
- ii. that the services included in it have been performed in accordance with this agreement.

All claims for payment must be made to:

**BEQUAL Finance and Operations Manager
Tetra Tech International Development
Office 301, MoES
1 Lane Xang Avenue, Vientiane Capital**

Tetra Tech International Development need not pay an amount that is disputed in good faith by Tetra Tech International Development until the dispute is resolved.

WARRANTY PERIOD:

12 months

INSURANCE POLICIES REQUIRED: [Tetra Tech will complete]

[DELETE OR AMEND AS APPLICABLE WITH REFERENCE TO HEAD CONTRACT AND SCOPE OF SERVICES]

- a. Public Liability insurance with a limit of at least AUD 20 million for each and every claim which covers loss of, or damage to, or loss of use of any real or personal property and/or any personal injury to, illness or death or any person arising from the performance of the Service;
- b. Motor Vehicle third party property damage insurance;
- c. Lawful and adequate Workers' Compensation insurance which:
 - i. Fully insures the Service Provider for any amount it becomes liable to pay under any statute relating to workers' or accident compensation or for employer's liability at common law;
 - ii. Is effected in the Partner Country as well as every state or territory in Australia where its Personnel normally reside or in which their contract of employment was made; and
 - iii. Where possible at law, extends to indemnify Tetra Tech International Development as principle for Tetra Tech International Development's liability to persons engaged by the Service Provider.
- d. Adequate property insurance covering any material created under this Letter of Agreement, Supplies and the reinstatement of Data while in the care, custody or control of the Service Provider for its full replacement value;
- e. Adequate Professional Indemnity insurance to cover the Service Provider's obligations under this Letter of Agreement. The Service Provider must maintain the necessary insurance for the term of this Letter of Agreement and until the expiration of 3 years after the end of the Term or an earlier termination;
- f. Adequate medical and dental insurance for its Personnel who are engaged outside their country of permanent residence; and
- g. Adequate insurance for medical evacuation and evacuation resulting from an insured event for all its Personnel.

REPRESENTATIVES

Tetra Tech International Development's Representative

Name:

Position:

Telephone:

Email:

Service Provider's Representative

Name:

Position:

Telephone:

Email: |

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SCHEDULE 3
SERVICE PROVIDER'S PROPOSAL

[Tetra Tech will complete]

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SCHEDULE 4

Tetra Tech International Development Code of Conduct and Client Service Standards

Purpose

The purpose of a Code of Conduct and Client Service Standards is to provide a framework for decisions and actions in relation to our employees' conduct both in employment and as Tetra Tech International Development representatives in front of our clients. It underpins our commitment to a duty of care to all Employees, stakeholders and clients receiving our services. The document explains the principles covering appropriate conduct in a variety of contexts and outlines the minimum standard of behaviour and client service expected from Employees.

It is important for Tetra Tech International Development staff and team members to understand that its clients are contracting and paying Tetra Tech International Development to be a professional, responsive, and proficient contractor. In this context, Tetra Tech International Development staff and team members are not to approach clients for solutions or additional inputs for every problem, rather they should be able to identify and quickly address and solve problems in activity management.

Scope

This policy applies to all Employees of Tetra Tech International Development and all of its subsidiaries and related entities.

This policy applies in respect of conduct which relates to or is connected with, in any way, work with a Tetra Tech International Development company, or in connection with a Tetra Tech International Development Group Company provided benefit. This includes, but is not limited to, Employees who are:

- On Company premises
- While on duty in any place where Employees of any Tetra Tech International Development company are working
- Representing a Tetra Tech International Development company
- At a work function organised by a Tetra Tech International Development company
- Travelling for business related purposes.

Definitions

“Company Premises” means any place or thing used by any Tetra Tech International Development company in the course of conducting its business (whether or not owned by or within the exclusive control of a Tetra Tech International Development company) including, but not limited to:

- (a) vehicles
- (b) offices
- (c) car parks
- (d) client worksites
- (e) demountables
- (f) workshops
- (g) warehouses
- (h) kitchens.

“Employees” means Employees as well as other non-Employees (such as independent and sub-contractors) who perform work for a Tetra Tech International Development Group Company.

Responsibilities

Managers and Supervisors

Managers and supervisors are responsible and accountable for:

- Undertaking their duties and behaving in a manner that is consistent with the provisions of the Code of Conduct and Client Service Standards
- The effective implementation, promotion and support of the Code of Conduct and Client Service Standards in their areas of responsibility
- Ensuring Employees under their control understand and follow the provisions outlined in the Code of Conduct and Client Service Standards.

Employees

All Employees are responsible for:

- Undertaking their duties in a manner that is consistent with the provisions of the Code of Conduct and Client Service Standards
- Reporting suspected corrupt conduct
- Reporting any departure from the Code of Conduct and Client Service Standards by themselves or others.

Code of Conduct

Tetra Tech International Development is a complex organisation, which involves a diversity of relationships. These relationships may be defined by differences in power, status, cultural diversity, organisational structures, contracting relationships, differing country laws, labour laws, international relationships and or national governments. It is essential in such a community that all Employees recognise and respect not only their own rights and responsibilities but also the rights and responsibilities of other members of the community and those of Tetra Tech International Development.

Tetra Tech International Development also recognises that many of their professional employees are also bound by codes of conduct or ethics defined by learned or professional societies or groups. It is recognised that these codes are not always in harmony. It is an obligation of an Employee to weigh the importance of these codes in each particular set of circumstances and notify an appropriate officer of Tetra Tech International Development where such conflict may arise.

Personal and Professional Behaviour

You should not behave in a way which has the intent or effect of offending or embarrassing other Employees or the public in a manner contrary to legislative requirements.

When carrying out your duties, you will:

- Obey any lawful direction from a person who has the authority to give the direction. If you have a dispute about carrying out a direction you may appeal to your senior manager.
- Behave honestly and with integrity. You will avoid behaviour that could suggest that you are not following these principles. This will include a duty to report other Employees who are behaving dishonestly.
- Make sure that you carry out your work efficiently, economically and effectively as you are able and that the standard of your work reflects favourably on yourself and the company.
- Follow the policies of the company in all aspects of work to achieve outcomes that are socially responsible and sustainable.
- Treat Employees, clients and stakeholders with respect.
- Maintain individuals' rights to privacy and undertake to keep personal information in confidence.
- Do not use, possess or distribute pornographic or offensive materials.
- Comply with all national and international laws.
- When representing the Company in public forums:

- Employees at all levels represent the Company in the course of their employment including when travelling on Company business, attending functions on behalf of the Company or internal Company meetings, conferences, training programs, seminars or any other function.
- Your behaviour in all these circumstances reflects on the Company and its image. As such, you should act in an appropriate business-like manner that will in no way harm the image of the Company or infringe any other Company policy including the Discrimination Free Workplace Policy.
- Where any Company function or meeting is held that involves the availability of alcohol, steps should be taken to ensure that it is not abused. You should be aware that being work-related, behaviour in those situations can be subject to disciplinary procedures.

Conflict of Interest

Potential for conflict of interest arises when it is likely that you could be influenced, or it could be perceived that you are influenced by a personal interest when carrying out your duties. Conflicts of interest that lead to biased decision making may constitute corrupt conduct.

Some situations that may give rise to a conflict of interest include situations where you have:

- Financial interests in a matter the company deals with or you are aware that your friends or relatives have a financial interest in the matter
- Directorships/Management of outside organisations
- Membership of Boards of outside organisations
- Personal relationships with the people the company is dealing with which go beyond the level of a professional working relationship
- Secondary employment, business, commercial, or other activities outside of the workplace which impacts on clients and/or Employees of the company
- Involvement in party political activities
- Access to information that can be used for personal gain.

You may often be the only person aware of potential for conflict. Therefore, it is your responsibility to avoid any financial or other interest that could compromise your ability to perform your duties impartially. It is also your responsibility to report any potential or actual conflicts of interest to your manager.

If you are uncertain whether a conflict exists, you should discuss that matter with your manager and attempt to resolve any conflicts that may exist.

You must not submit or accept any bribe, or other improper inducement. Any advances of this nature are to be reported to senior management. If you are dealing with, or having access to, sensitive information, you should be particularly alert to inappropriate attempts to influence you.

Outside employment/other external business activities

If you work full time for the company and you wish to engage in paid employment/other business activities (including participation in family company) outside your official duties, you are required to seek the approval of your manager and Human Resources. The approval should not be unreasonably withheld. However, if there is any real or potential conflict of interest the duties of your position with the company must come first.

If you work for the company on a part time or casual basis, you are required to advise your manager and Human Resources of any real or potential conflict of interest between your employment for the company and any other employment.

The company can request the details of any other employment in the event of allegations of conflict of interest.

Public Comment

Individuals have a right to give their opinions on political and social issues in their private capacity as members of the community.

Employees must not make official comment on matters relating to the company unless they are:

- Authorised to do so by the Managing Director and CEO
- Giving evidence in court
- Otherwise authorised or required to by law.

Employees cannot release the contents of unpublished or privileged knowledge unless they have the authority to do so.

Use of Company Resources

Employees must ensure responsible management and security in the use of Tetra Tech International Development resources and any resources managed by them for or on behalf of others.

Requests to use company resources outside core business time should be referred to management (or person authorised to handle such matters), for approval.

If Employees are authorised to use company resources outside core business times, they must take responsibility for maintaining, replacing, and safeguarding the property and following any special directions or conditions which apply. Company resources can include equipment, typing facilities, photocopiers, computers, tools, motor vehicles etc.

Employees using company resources **without** obtaining prior approval could face disciplinary and/or criminal action. Company resources are not to be used for any private commercial purposes (e.g. for 'profit' purposes) under any circumstances.

Security of Information

Employees are to make sure that confidential and sensitive information in any form (e.g. documents, computers files) cannot be accessed by unauthorised persons. Sensitive material should be securely stored overnight or when unattended.

Employees must ensure that confidential information is only discussed with people who are authorised to have access to it. It is considered a serious area of misconduct to deliberately release confidential documents or information to unauthorised persons and may incur disciplinary action.

Intellectual Property / Copyright

The term 'intellectual property' includes the rights relating to scientific discoveries, industrial designs, trademarks, service marks, commercial names and designations, and inventions.

Tetra Tech International Development is the owner of intellectual property created by Employees in the course of employment unless a specific prior agreement has been made. Employees must clarify the intellectual property position before making any use of that property.

Discrimination, Harassment and Workplace Bullying

Employees must not harass, discriminate against, or support others who harass and discriminate against colleagues or members of the public on the grounds of sex, pregnancy, marital status, age, race (including their colour, nationality, descent, ethnic or religious background), physical or intellectual impairment, homosexuality, or transgender. Employees also must not participate in any form of workplace bullying or support others who do so.

Any employee who uses any of Tetra Tech International Development's resources to perpetrate harassment or domestic violence (e.g. use of work phones, use of cars, use of workspaces etc.) will be subjected to disciplinary processes, which may include termination of their employment.

Managers must make sure that the workplace is free from all forms of harassment, unlawful discrimination, and workplace bullying. They should understand and apply the principles of Equal Employment Opportunity and ensure that the Employee they supervise are informed of these principles and are made aware of the Grievance Handling procedures.

In addition, Tetra Tech International Development does not condone any form of domestic violence and is committed to ensuring the Employees are provided with information, training, and support on how to effectively address domestic violence.

Sexual exploitation and abuse

Employees are obliged to create and maintain an environment which prevents sexual exploitation, abuse, and harassment.

To protect all stakeholders in all situations, Employees while on duty and off duty, must never:

- Sexually exploit or sexually abuse any individual
- Engage in any sexual activity with a child or children regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defence.
- Act in ways that may place a child at risk of abuse, including not giving due consideration to assessing and reducing potential risks to children as a result of implementing activities. Behaviours and actions that are prohibited include, but are not limited to, using inappropriate language or behaviour when dealing with a child or children, bullying, and harassing a child verbally or physically, physical punishment, exposing a child to pornography including on-line grooming and trafficking. Whenever possible avoid being alone with a child.
- Consume, purchase, sell, possess, and distribute any forms of child pornography.
- Exchange money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This includes the buying of or profiting from sexual services as well as exchange of assistance that is due to right holders for sexual favours.
- Exploit the vulnerability of any target group in the context of development, humanitarian, and advocacy work, especially women and children, or allow any person/s to be put into compromising situations. Never abuse a position to withhold development or humanitarian assistance or give preferential treatment; in order to solicit sexual favours, gifts, payments of any kind, or advantage.
- Engage in sexual relationships with members of crisis-affected populations given their increased vulnerability and since such relationships are based on inherently unequal power dynamics and undermine the credibility and integrity of aid work.

Child Protection

For the purposes of this Code of Conduct and Client Service Standards, a child is any person under the age of 18 years.

The onus is on all Employees to use common sense and avoid actions or behaviours that could be construed as child exploitation and abuse when working for Tetra Tech International Development.

When carrying out your duties, you will:

- Treat children with respect regardless of race, colour, gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status
- Not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate
- Not engage children under the age of 18 in any form of sexual intercourse or sexual activity, including paying for sexual services or acts
- Wherever possible, ensure that another adult is present when working in the proximity of children
- Not invite unaccompanied children into your home, unless they are at immediate risk of injury or in physical danger
- Not sleep close to unsupervised children unless absolutely necessary, in which case you will obtain your supervisor's permission, and ensure that another adult is present if possible
- Use any computers, mobile phones, video cameras, cameras, or social media appropriately, and never to exploit or harass children or to access child exploitation material through any medium
- Not use physical punishment on children
- Not hire children for domestic or other labour, which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury
- Comply with all relevant Australian and local legislation, including labour laws in relation to child labour

- Immediately report concerns or allegations of child exploitation and abuse and policy non-compliance in accordance with appropriate procedures
- Immediately disclose all charges, convictions, and other outcomes of an offence, which occurred before or occurs during your association with Tetra Tech International Development that relate to child exploitation and abuse.

When photographing or filming a child or using children's images for work related purposes, you will:

- Assess and endeavour to comply with local traditions or restrictions for reproducing personal images before photographing or filming a child
- Obtain informed consent from the child and parent or guardian of the child before photographing or filming a child and in doing so, you must explain how the photograph or film will be used
- Ensure photographs, films, videos, and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive
- Ensure images are honest representations of the context and the facts
- Ensure file labels, meta data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form.

Breaches of this child protection Code of Conduct and Client Service Standards may result in disciplinary and/or criminal action.

Corrupt Conduct

Corrupt conduct commonly involves the dishonest or partial use of power or position that results in one person/group being advantaged over another. Corruption can take many forms including, but not limited to:

- Official misconduct
- Bribery and blackmail
- Unauthorised use of confidential information
- Fraud
- Theft.

Any form of corrupt conduct will not be tolerated by the company. Disciplinary action up to and including dismissal will be taken in the event of any Employee participating in corrupt conduct.

Occupational Health & Safety

It is the responsibility of all Employees to act in accordance with the occupational health and safety legislation, regulations and policies and their respective organisations and use security and safety equipment provided.

Specifically, all Employees are responsible for safety in their work area by:

- Following the safety and security directives of management
- Advising management of areas where there is a potential problem in safety and reporting suspicious occurrences
- Minimising risks in the workplace.

Conduct of Current / Former Employees

Employees should not misuse their position to obtain opportunities for future employment.

Employees should not allow themselves or their work to be influenced by plans for, or offers of employment outside of Tetra Tech International Development. If they do there is a conflict of interest and their integrity and that of Tetra Tech International Development is at risk.

Former Employees should not use or take advantage of confidential information obtained in the course of their official duties that may lead to gain or profit, until it has become publicly available.

Client Service Standards

All Tetra Tech International Development staff and team members are committed to the following Client Service Standards:

- Implement activities professionally, with a focus on quality, developmental impact and long-term sustainability and with proper regard to cross-cutting development policies, such as gender and the environment, and the whole-of-government approach to development.
- Maintain productive relationships with their counterpart Government and activity stakeholders. This includes a genuine focus on transferring skills to counterparts and promoting counterparts' longer term 'ownership' throughout the delivery of the activity.
- Focus on achieving results and outcomes in a manner that is always accountable and demonstrates probity, procedural fairness, and value for money.
- Take responsibility for progress of activities, consulting actively with the client and their counterpart on important problems and issues.
- Use experience and judgement to identify substantive problems in advance and then approach the client (and where appropriate the counterpart) with well-considered, well costed, options and recommendations.
- Demonstrate value adding, innovation, analytical rigour and quality assurance in project or activity management. This includes ensuring quality, clarity and accuracy of reporting, invoicing, and financial management.
- Promote high standards of personal conduct/behaviour, teamwork, and respect at all times. Lapses in these areas undermine relationships with counterparts, undermine activity effectiveness and reflect poorly on the client.
- Never make decisions that are the proper preserve of foreign governments and/or the funding agency, which alter the substance of the activity or create 'surprises' for the client or the counterpart.

Breaches of the Code of Conduct and Client Service Standards

Employees should note that breaches of certain sections of this Code of Conduct and Client Service Standards may be punishable under laws and legislation.

Breaches of this Code of Conduct and Client Service Standards may lead to disciplinary action. The process for disciplinary action is outlined in Tetra Tech International Development policies and guidelines, relevant industrial awards, and agreements.

I acknowledge that I have read and understood the above Code of Conduct and Client Service Standards and will comply with its contents.

Name:	
Position:	
Program:	
Signature:	

Acknowledged by Tetra Tech International Development

Name:	
Signature:	