

Request for Proposal

For

Power BI Dashboard Development and Data Transformation Services

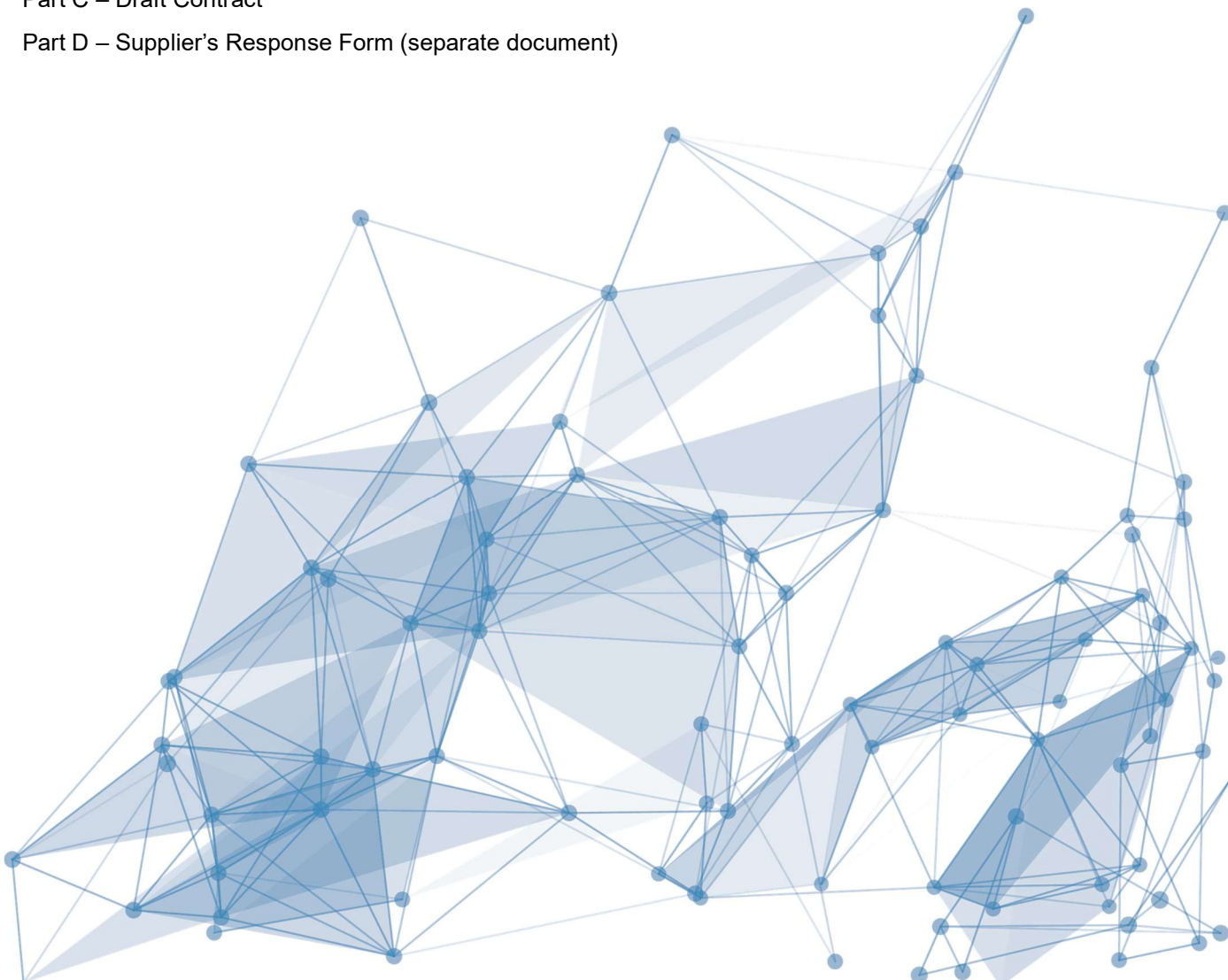
Structure of Invitation

Part A – Invitation and Rules of Proposal

Part B – Scope of Services

Part C – Draft Contract

Part D – Supplier's Response Form (separate document)



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Part A – Invitation

Interested parties are invited to submit a proposal to Tetra Tech International Development Pty Ltd in accordance with the instructions provide short-term Power BI data transformation and dashboard development services (“**Project Requirements**”) for the Basic Education Quality and Access in Lao PDR (BEQUAL) Program.

1 Background

Tetra Tech International Development Pty Ltd, as the managing Consultant of the BEQUAL program on behalf of the Australian Government’s Department of Foreign Affairs and Trade (DFAT), a duly registered Australian company located at 422 King William Road, Adelaide SA 5000, Australia, referred to as “Tetra Tech International Development” requires a suitably experienced and qualified organization or individual to provide the Power BI services.

2 Scope

The assignment will involve reviewing existing Kobo Toolbox data flows and datasets, undertaking the required data cleaning and transformation in Power Query, and developing agreed Power BI dashboards in consultation with the designated BEQUAL focal point. The services will be delivered remotely and/or from the BEQUAL office.

3 Contact Officer

The only person authorised by Tetra Tech International Development to communicate with respondents is the Contact Person. Therefore, respondents cannot rely on communications with any other person. Any communication with the Contact Person should be in writing and addressed to the Contact Person. The Contact Person is:

Anne Stasinowsky
Finance and Operations Manager
anne.stasinowsky@tetrattech.com

4 Briefing and Site Visits

No briefing or site visit is required.

5 Submission Format

Respondents are requested to prepare the proposal as stated in the bid rules.

The completed Part D Supplier’s Response Form in Word and PDF format submitted by email.

Any other documents including examples of work should also be submitted by email.

6 Submission Lodgement

The Closing Time for submitting a proposal is **Wednesday 23 September 2026 at 10:00 am Vientiane time**.

All proposals must be sent to anne.stasinowsky@tetrattech.com

Last Queries Date

If there are parts of the document that respondents do not understand, respondents should contact the nominated Contact Officer before Tuesday 22 September 2026.

7 Document Structure

This Request for Proposal consists of four parts.

Part A – Invitation – a brief background and general information concerning the request for proposal process and Proposal Bid Rules.

Part B – Scope of Service – detailed requirements of the consultancy work including deliverables.

Part C – Contract Terms and Conditions - a draft copy of the indicative terms of any contract that may ultimately be entered into for the project requirements.

Part D – Supplier's Response Form – to be completed in full and submitted by email before the due date.

8 Evaluation Process

- 8.1 Proposals will be evaluated for full compliance with any mandatory requirements identified in the Invitation and Bid Rules and Statement of Requirement and/or Specifications.
- 8.2 Respondents are reminded that any requirements identified as mandatory are considered to be of fundamental importance to the satisfactory delivery of the goods and/or service, and a fully compliant response is required.
- 8.3 Tetra Tech International Development reserves the right to short-list a limited number of respondents, based on its initial value-for-money assessment, and continue detailed evaluation of this smaller group of respondents to the exclusion of all others.
- 8.4 If Tetra Tech International Development chooses to include a shortlisting stage in its evaluation process, Tetra Tech International Development is not, at any time required to notify respondents or any other person or organisation interested in submitting a proposal.
- 8.5 There are occasions when a secondary evaluation process is required. Tetra Tech International Development may request presentations by respondents, where appropriate, of the bid but need not make the same request of all respondents.

This may occur as a part of the original plan or be necessary to differentiate between short listed submissions.

A secondary process may include, but not be limited to:

- Presentation of the intended project / methodology;
- Clarification of particular aspects of the submission;
- Additional information on some aspect of the proposal;
- Responses to additional requirements; or
- Negotiations on personnel, project delivery, milestones and price.

Short listed suppliers will be notified of the secondary process.

9 Evaluation Criteria

Respondents will be evaluated against the following general criteria:

- Previous performance
- Demonstrated experience in this requirement
- Level of compliance with specification and statement of requirements
- Management approach, capability and capacity (including quality systems, risk management approach, methodology, customer service, innovation, proposed work plan, availability of resources)
- Price/cost.

Respondents shall provide supporting information to enable these criteria to be assessed, by completing every section of the request for proposal response.

10 Commonwealth Procurement Rules and PGPA Act

Respondents 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 RFQ. 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>

11 Indigenous Procurement Policy

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

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

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

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

Part B – Scope of Services

The assignment is a focused Power BI data transformation and dashboard development exercise for the Basic Education Quality and Access in Lao PDR (BEQUAL) Program. The consultant will work closely with the designated BEQUAL focal point to review existing Kobo Toolbox data flows and datasets, undertake the necessary data preparation and transformation in Power Query, develop agreed Power BI dashboards, and provide a short capacity-building and handover session for nominated BEQUAL staff.

The respondent shall propose the number of working days, detailed workplan and delivery schedule required to complete the assignment.

1. Objectives

The objectives of the assignment are to:

- Develop an agreed set of Power BI dashboards using existing BEQUAL data flows and datasets.
- Clean, transform and prepare the relevant data in Power Query / Power BI to support reliable reporting.
- Present agreed program monitoring indicators in a clear and user-friendly format.
- Ensure that the dashboard is sufficiently documented and maintainable by BEQUAL staff.
- Build basic internal capacity to use, refresh and undertake minor updates to the dashboard.

2. Scope of services

The consultant shall provide the following services:

- Review the Data Processing Plan and relevant existing Kobo Toolbox data flows, datasets and reference tables.
- Consult with the designated BEQUAL focal point to confirm the priority dashboard purpose, users, indicators, filters and visualisations.
- Review the existing data structures and identify any data-quality, consistency or accessibility issues relevant to the dashboard.
- Connect Power BI to the relevant existing data sources, including Kobo Toolbox data accessed through the Kobo API or an existing approved data connection, where applicable.
- Undertake the required data cleaning, preparation and transformation using Power Query.
- Develop or refine the Power BI data model, relationships, calculated measures and indicator logic required for the agreed dashboard.
- Develop initial dashboard versions for review.
- Incorporate agreed feedback and make reasonable revisions.
- Conduct basic validation of dashboard results against the underlying source datasets.
- Configure appropriate filters, navigation, drilldowns and user-friendly visualisations.
- Provide a brief handover and capacity-building session for nominated BEQUAL staff.
- Provide the final editable Power BI files and supporting documentation.

The assignment is based on existing data flows and does not require the development of new Kobo Toolbox forms or a full redesign of BEQUAL's data architecture.

3. Data Sources and Reporting Areas

The dashboards will use relevant existing BEQUAL data sources. The following six dashboards are identified as priorities for development:

1. CPD Support Grant activity outcome tracking;
2. CPD Support Grant activity tracking (target vs actual);
3. Classroom Observation Tool (COT) data;
4. Spoken Lao Classroom Observation Tool (SL COT) data;
5. COM-B data (knowledge and confidence level of pedagogical support providers);
6. Gender and social norms data.

The above list is subject to change and will be confirmed during the initial consultation.

4. Functional and Technical Requirements

The consultant shall:

- Use Power BI and Power Query as the primary tools for data transformation and dashboard development.
- Ensure that data-cleaning and transformation steps are documented and reproducible.
- Use existing unique identifiers and reference tables to link records, where available.
- Apply appropriate data types, date fields, reporting periods and geographic classifications.
- Address relevant duplicate, missing, inconsistent or invalid records to the extent necessary for the agreed dashboard.
- Ensure that indicator calculations are transparent and documented.
- Include the agreed filters and disaggregations, which may include reporting period, province, district, school, TTC, stakeholder group, gender and other approved variables.
- Clearly display the reporting period and, where applicable, the date of the most recent data refresh.
- Ensure that dashboard results are consistent with the agreed indicator definitions.
- Identify any source-data limitations that affect the accuracy or interpretation of results.
- Develop the dashboard in the BEQUAL or Tetra Tech-approved Power BI environment, where access is available.
- Provide editable Power BI files, Power Query steps, measures and related configuration at handover.

Where the Kobo API or existing data connection does not support live or automated refresh in the available environment, the consultant shall document the limitation and provide a practical refresh procedure using the available systems.

5. Users and Access Considerations

The dashboard may be used by program and MEL staff and, where relevant, selected DFAT, MoES and subnational users.

The consultant shall discuss with the BEQUAL focal point whether different user views, filters or access restrictions are required. Any access controls or row-level security included in the assignment shall be limited to the agreed requirements and available Power BI licensing and infrastructure.

The dashboard shall not expose personally identifiable or sensitive information to unauthorised users.

6. Deliverables

The consultant shall deliver, at minimum:

- A brief inception note or confirmed workplan
- A summary of the agreed dashboard requirements, indicators and priority data sources.
- Configured data connections to the agreed data sources, where technically feasible.
- Power Query transformations required for the agreed dashboards (six estimated).
- A Power BI data model, including relevant relationships, measures and calculations.
- Initial dashboard versions for review.
- Final Power BI dashboards incorporating agreed revisions.
- Brief technical documentation covering:
 - Data sources and connections;
 - Power Query transformation steps;
 - Key tables, relationships and measures;
 - Indicator definitions and calculations;
 - Refresh procedures; and
 - Basic troubleshooting or maintenance guidance.
- Practical capacity-building and handover session for nominated BEQUAL staff.
- Final editable Power BI files and all associated documentation.

The consultant shall identify any deliverables that cannot reasonably be completed within the proposed level of effort and shall clearly state any assumptions or exclusions in the proposal.

7. Proposed Work Stages and Timing

The assignment will follow a rapid development schedule. The consultant shall propose the number of working days required to complete the assignment and provide a detailed workplan. However, initial versions of the agreed Power BI dashboard(s) must be developed and presented to BEQUAL for review within 10 business days of commencement.

The proposed schedule shall clearly identify:

- The date by which the initial dashboard version(s) will be available, which must be within 10 business days of commencement;
- Key consultation and review points;
- The timing of any required BEQUAL inputs or approvals;
- The date for completion of revisions; and
- The proposed final completion and handover date.

The schedule may be adjusted by agreement between the parties where delays result from unavailable data, system access issues, changes to source data or delayed provision of feedback or approvals.

8. Location and Access

The services may be delivered remotely and/or from the Tetra Tech/BEQUAL office in Lao PDR, as agreed.

The consultant may be required to participate in online or in-person meetings with the designated BEQUAL focal point and relevant programme or MEL staff. Tetra Tech/BEQUAL will provide

reasonable access to relevant datasets, Power BI files, Kobo Toolbox projects, documentation and staff, subject to internal approval and information-security requirements.

The consultant shall use only approved systems and methods for accessing, storing and transferring BEQUAL data and will comply with Tetra Tech's cybersecurity policies.

9. Performance Requirements and Service Levels

The consultant shall:

- Deliver the agreed outputs within the approved workplan and timeframe.
- Ensure that the dashboard is functional, understandable and suitable for its agreed purpose.
- Ensure that Power Query transformations and indicator calculations are documented.
- Validate key dashboard outputs against the relevant source data.
- Address reasonable comments and corrections identified during the agreed review process.
- Provide all final files in editable form.
- Complete the agreed capacity-building and handover activities.

Unless otherwise agreed, the consultant shall respond to queries or requests for clarification within three business days during the assignment and shall correct material defects identified before final acceptance within a reasonable period agreed with the contract manager.

10. Warranty and Post-Delivery Support

The consultant shall provide a post-delivery correction period of **two months** following acceptance of the final deliverables.

During this period, the consultant shall correct, at no additional cost, material errors in the delivered Power Query transformations, calculations, data model or dashboard functionality that result from the consultant's work.

The warranty does not include substantial changes to the agreed dashboard scope, new data sources, major changes to Kobo Toolbox forms, new dashboards or ongoing dashboard administration unless separately agreed.

11. Confidentiality and Data Protection

The consultant shall maintain the confidentiality of all BEQUAL, Kobo Toolbox, teacher, school, staff and programme data accessed during the assignment.

The consultant shall:

- Use the data only for the purposes of this assignment.
- Not disclose, copy, publish or transfer data to any unauthorised person or third party.
- Store and transfer data securely.
- Protect all usernames, passwords, API keys and other access credentials.
- Immediately notify Tetra Tech of any suspected unauthorised access, loss or disclosure.
- Return or securely delete data and credentials at the end of the assignment, subject to Tetra Tech instructions.

12. Contract Management

Tetra Tech will appoint a contract manager and/or BEQUAL focal point to:

- Provide access to relevant data and systems;
- Confirm the priority dashboard requirements;
- Review and approve indicator definitions;

- Provide consolidated feedback on draft outputs;
- Coordinate user testing and validation; and
- Confirm acceptance of deliverables.

The consultant shall provide brief progress updates, promptly identify risks or dependencies, and seek approval before making any material change to the agreed scope.

13. Transition and Handover

At the commencement of the assignment, the consultant shall confirm the agreed requirements, available data sources, access arrangements, assumptions and workplan.

At completion, the consultant shall:

- Hand over all editable Power BI files, queries, measures and documentation;
- Explain the data refresh and maintenance process;
- Provide the agreed capacity-building session;
- Transfer any relevant administrative access or configuration information;
- Identify any unresolved data limitations or recommended future improvements; and
- Confirm that organisational data and credentials have not been retained without authorisation.

14. Expenses and Insurance

The respondent shall clearly identify in its financial proposal any travel, accommodation, communication, software, licensing or other out-of-pocket costs.

No out-of-pocket expense shall be reimbursed unless it has been approved in writing by Tetra Tech in advance. Unless otherwise agreed, the consultant is responsible for its own ordinary operating costs.

The consultant shall maintain insurance appropriate to the services, including professional indemnity and any legally required workers' compensation, employer's liability or public liability insurance.

Evidence of insurance shall be provided upon request.

Part C – Draft Conditions of Contract

Short Form Agreement for Consultant Engagement Between Tetra Tech International Development Pty Ltd (ACN 007 889 081) of 422 King William Street, Adelaide, South Australia, 5000 ("Tetra Tech International Development") (<i>Principal</i>) -- and -- <i>INSERT DETAILS</i> (Consultant)	
Collectively referred to herein as the "Parties" and individually as a "Party"	
Project:	Location:
Head Client:	Start Date:
Scope of Services: ☐ Refer to attached Scope of Services / ToR ☐ As set out below 	
Total Fee to be paid: \$xxxxx Basis of Payment: ☐ Lump sum of (\$) ☐ Deposit \$xxxxx and \$xxxxx on completion ☐ Milestone payments as set out below <i>Select one</i> 1. \$..... following [describe events / indicator for milestone. 2. \$..... following [describe events / indicator for milestone. 3. \$.....following xxx.	
Information or services to be provided by the Consultant The Principal engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), the Head Client Terms at Schedule 1, and any variations or additional terms and conditions noted below in Schedule 1. This agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.	
Signed on behalf of the Principal by authorised representative: Print name: Date:	Signed on behalf of the Consultant: Print name: Date:

SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

1. The Consultant shall perform the Services as described in the attached documents.
2. In providing the Services, the Consultant must use the degree of skill, care and diligence reasonably expected of a professional Consultant providing services similar to the Services.
3. The Principal will provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in the Principal's power to obtain which may relate to the Services. The Consultant shall not, without the Principal's prior consent, use information provided by the Principal for purposes unrelated to the Services.
4. Subject to any laws requiring the disclosing of information or documents, the Parties agree that unless the context otherwise requires, all information obtained in connection with or incidental to the Services is the confidential information of the Principal.
5. As soon as either Party becomes aware of anything that will materially affect the scope or timing of the Services, the Party must notify the other Party in writing and where the Consultant considers a direction from the Principal or any other circumstance constitute a variation of the scope of services, the Consultant shall notify the Principal accordingly.
6. The Principal may order variations to the Services in writing or may request the Consultant to submit proposals for variations to the Services. Where the Consultant, acting reasonably, considers that a variation to the Services will increase the scope for the services or result in additional expenses, the Consultant and the Principal will work together to agree a change to the Consultant's Fee for the Services commensurate with the additional work to be undertaken.
7. The Principal shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in this Agreement.
8. All amounts payable by the Principal shall be paid within 30 days after the completion of the Services, or receipt of a correct and undisputed invoice for the Services. If the Principal fails to make the payment that is due and payable and that default continues for 14 days, the Consultant may provide written notice to the Principal specifying the default and requiring payment within 7 days from the date of the notice. Unless payment has been made by the Principal in full, the Consultant may suspend performance of the Services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Principal has made the payment.
9. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or services as are reasonably required for the Consultant to perform the Services. The Principal shall reimburse the costs associated with acquiring these incidental goods and/or services provided that the Consultant provides detailed justification for such expenses, and obtains prior written agreement from the Principal. The Consultant shall maintain records which clearly identify time and expenses incurred.
10. Where the Consultant breaches this Agreement, the Consultant is liable to the Principal for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. To the extent permitted by law, neither Party will be liable to the other Party under this Agreement for any indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
11. The Consultant indemnifies, and undertakes to keep indemnified, the Principal 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 the Principal arising out of or in respect of:
 - a. any breach of the Head Principal Terms contained in Schedule 1;
 - b. any negligence, wrongful act or omission, wilful default, wilful neglect, or breach of duty by the Consultant;
 - c. personal injury (including illness or death) of any person in arising out of or in connection with the Consultant's performance of this Agreement;

- d. an actual or alleged infringement of intellectual property rights;
 - e. any breach of confidentiality; and
 - f. loss of, or damage to, any real or personal property arising out of or in connection with the performance of the Agreement.
12. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution. The Consultant's liability to indemnify the Principal will be reduced proportionally to the extent that any unlawful or negligent act or omission on the part of the Principal or any person through whom the Principal is acting (but excluding the Consultant, its officers, employees, subconsultants or agents) contributed to the liability, loss, damage, costs or expenses.
13. In addition to any rights the Principal holds under this Agreement, if the Consultant is in breach of any of the Head Client Terms contained in Schedule 1, the Principal may, at its sole discretion terminate this Agreement by providing written notice to the Consultant. The Consultant acknowledges and agrees that where there is a serious breach of Head Client Terms relating to health, safety, wellbeing of any person or involving allegations of criminal or other serious misconduct, termination may take effect immediately.
14. Intellectual property prepared or created by the Consultant in carrying out the Services, ("New Intellectual Property") will vest in the Principal on creation. The Principal grants to the Consultant, subject to any conditions or restrictions specified by the Principal, a royalty-free, non-exclusive, non-transferable licence that includes the right to sublicense, use, reproduce, adapt, modify, distribute, and communicate such New Intellectual Property, solely for the purpose of providing the Services.
15. Intellectual property owned by a Party prior to the commencement of this Agreement (Pre-existing Intellectual Property) and intellectual property created by a Party independently of this Agreement remains the property of that Party. To the extent that the Principal needs to use any of the Pre-Existing Intellectual Property of the Consultant to receive the full benefit of the Services, the Consultant grants to, or must obtain for the Principal, a perpetual, world-wide, royalty free, non-exclusive licence that includes the right to sublicense, use, reproduce, adapt, modify and communicate that Pre-Existing Intellectual Property.
16. The Principal may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and mitigate potential losses. The Principal and the Consultant may (in the event the other Party is in material default that has not been remedied within 14 days of receiving the other Party's notice of breach) either suspend or terminate the Agreement by notice to the other Party. If the suspension has not been lifted after 2 months the Consultant has the right to terminate the Agreement and claim reasonable costs as a result of the suspension. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
17. The Consultant may not assign any of rights or obligations under this Agreement without the prior written consent of the Principal.
18. The Consultant must not subcontract any part of these Services to any other party without prior written consent from the Principal. If such consent is granted, and the Consultant subcontracts any part of these Services to any other party, the Consultant must ensure that the subcontracted party complies with terms no less onerous than those included in Schedule 1, and must ensure the subcontracted party comply with those "required" policies at Schedule 1.
19. If a dispute arises between the Parties in relation to this Agreement, the dispute must be dealt with in accordance with the following process:

- a. Any Party claiming that a dispute exists must notify the other Party to the dispute (Second Party) in writing of the nature of the dispute. The Parties must then act in good faith and using best endeavours to negotiate and settle the dispute informally.
 - b. If the dispute is resolved by agreement within 7 working days of the Second Party receiving the notice referred to in clause 21(a) above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further five working days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited. The costs of the mediator must be borne equally between the disputing parties. The chosen mediator must determine the procedures for the mediation. The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.
 - c. If the parties have not mediated a resolution of the dispute within 5 working days of the selection of a mediator, neither party must be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it thinks fit in relation to the dispute.
20. The Consultant's Fee and any other amounts payable under this Agreement, unless explicitly stated otherwise are in Australian Dollars. The Principal acknowledges that the Consultant's Fee is exclusive of any GST / VAT that may be charged by the Consultant to the Principal, and therefore, the Consultant is entitled to add on GST / VAT. The Consultant must provide the Principal with a valid tax invoice. The Consultant will not charge, and the Principal will not be liable, for any expenses, charges, costs or fees, except the Consultant's Fee.
21. The Consultant shall take out and maintain the insurances listed below in Table 1; on such terms and conditions as a prudent Consultant providing services similar Services would procure and maintain.
22. 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.

TABLE 1 - Insurance Requirements

Property insurance	Covering material created under the Agreement and reinstatement of data while in care, custody, control of Consultant.
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SCHEDULE 1

1. ANTI-TERRORISM

- a. The Consultant must ensure that funds provided under this Agreement (whether through a subcontract or not) do not provide direct or indirect support or resources to:
 - i. organisations and/or individuals associated with terrorism;
 - ii. organisations and individuals for whom Australia has imposed sanctions under:
 - 1. the lists of terrorist organisations under Division 102 of the *Criminal Code Act 1995* (Cth);
 - 2. the Charter of the *United Nations Act 1945* (Cth) and regulations made under that Act; or
 - 3. the *Autonomous Sanctions Act 2011* (Cth) and regulations made under that Act.
 - iii. any individual or organisation under sanctions by a donor of development funding, including but not limited to:
 - 1. the World Bank List of Ineligible Firms and Individuals;
 - 2. the Asian Development Bank Sanctions List; or
 - 3. the Australian Department of Foreign Affairs and Trade's Consolidated List.

2. FRAUD

- a. For the purpose of this clause, "Fraud" means in relation to the Services, 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.
- b. The Consultant must not, and must ensure that its personnel do not engage in Fraud, and must prevent and detect Fraud including Fraud by its personnel. The Consultant must ensure that its personnel are responsible and accountable for preventing and reporting Fraud as part of their routine responsibilities.
- c. If the Consultant becomes aware of a Fraud it must report the matter to the Principal in writing as soon as reasonably possible, and in any event, within 5 business days of becoming aware of such event. The written report must include, where known:
 - i. name(s) of any personnel involved;
 - ii. the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - iii. the names of the suspected offender(s) (where known);
 - iv. details of witnesses;
 - v. copies of relevant documents;
 - vi. references to any relevant legislation;
 - vii. a nominated contact officer;
 - viii. 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
 - ix. the current status of any inquiries commenced by the Consultant.
- d. The Principal reserves the right to appoint its own investigator, conduct its own investigation and/or report suspected Fraud to the appropriate law enforcement agencies or any other person or entity the Principal deems appropriate in Australia or the location of the Services. The Consultant must provide all reasonable assistance that may be required at its own expense.

3. ANTI-CORRUPTION

- a. The Consultant 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.

4. PRIVACY

- a. The Consultant 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 the Services, agrees to:
 - i. comply with the Australian Privacy Principles as they apply to the Principal, including:
 - 1. to use or disclose personal information only for the purposes of this Agreement;
 - 2. 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;
 - 3. comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient;
 - ii. not do any act, or engage in any practice that would, if done in or engaged in by the Principal, breach the Australian Privacy Principles;
 - iii. comply with any reasonable request or direction of the Principal or the Privacy Commissioner in relation to access to, or handling of personal information;
 - iv. immediately notify the Principal 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
 - v. investigate any complaint arising out of a breach or possible breach of any obligations referred to in this clause and notify the Principal of that investigation and outcome.

5. PUBLICITY

- a. The Consultant may not make media or other announcements or releases relating to this Agreement without the Principal's prior written approval except to the extent that such announcement or release is required to be made by law.

6. MODERN SLAVERY

- a. For the purposes of this clause 7, “Modern Slavery” means any conduct which constitutes modern slavery under the *Modern Slavery Act 2018* (Cth), including without limitation, slavery, human trafficking, servitude, forced labour and forced marriage.
- b. The Consultant must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Services.
- c. If at any time the Consultant becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of this Agreement, the Consultant must, as soon as reasonably practicable, take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities (including Consultant Personnel) in its supply chains.

7. PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

- a. To the extent relevant to the Services, the Consultant must effect and maintain systems to prevent sexual exploitation, abuse and harassment (**‘PSEAH’**) that includes procedures for reporting and investigating allegations of sexual exploitation, abuse and harassment (**‘SEAH’**) and manages the risks of SEAH.

8. CHILD PROTECTION

- a. If any part of the Services involves the Consultant, or the Consultant's Personnel interacting with children, the Principal may require the Consultant to:

- i. prepare a risk assessment to identify the level of responsibility for and level of risk of harm or abuse to, children;
- ii. provide training and establish systems to ensure all relevant Personnel are aware of and comply with the principles, policy and legal requirements relevant to safeguarding of children advised by the Principal;
- iii. ensure that any subcontract entered into by the Consultant for the purposes of fulfilling the Consultant's obligations under this Agreement, imposes on the Consultant's Personnel the same obligations regarding child protection.

9. WORK HEALTH AND SAFETY

- a. In carrying out the Services the Consultant must:
 - i. comply with all relevant laws regarding workplace health and safety systems;
 - ii. ensure that as far as reasonably practicable the health and safety of workers engaged by the Consultant, or other persons is not put at risk;
 - iii. ensure that lawful and adequate health and safety standards are maintained;
 - iv. consult, cooperate, and coordinate activities with workers who carry out work for the Consultant and all other persons who have a work health and safety duty in relation to the same matter; and
 - v. allow the Principal or its agents to review, inspect, audit or otherwise observe the Consultant's health and safety systems, work practices and procedures related to the Services at any time, at no extra cost, liability, or responsibility to the Principal in relation to such matters.

10. NOTIFICATION

- a. The Consultant must immediately notify the Principal if the Consultant or its personnel is:
 - i. subject to any proceedings or informal process (including an investigation) that could lead to being sanctioned or suspended from tendering (including temporary suspension) by a donor of development funding, including but not limited to:
 1. The Asian Development Bank;
 2. The World Bank; or
 3. The Australian Department of Foreign Affairs and Trade.
 - ii. in breach of any clause of this Schedule 1; or
 - iii. in breach of any policy marked as "Applicable" below.
- b. The Consultant must inform the Principal immediately if the Consultant becomes aware of any issue that may affect its performance of, or compliance with this Agreement.

11. COMPLIANCE WITH PRINCIPAL & HEAD CLIENT'S POLICIES AND PROCEDURES

- a. The Consultant and its personnel must have regard to and comply with, relevant and applicable laws, guidelines, regulations, and policies, including those in Australia and in the location/s where the Services are to be delivered.

The Consultant must ensure that it and its personnel have regard to and comply with any Head Client, and or Principal Policies that are applicable to the Services including those advised by the Principal from time to time, or otherwise indicated in the table below.

PRINCIPAL AND HEAD CLIENT POLICIES	
Applicable	Policy and Link to Policy
☐	<u>Right to Freedom From Slavery and Forced Labour</u> – Australian Attorney General's Department
☒	<u>Counterterrorism Policy and Development Approaches to Countering Violent Extremism: Policy Framework and Guidance Note</u> – Australian Department of Foreign Affairs and Trade

☒	<u>Child Protection Policy and Child Protection Compliance Standards</u> (Attachment 1) – Australian Department of Foreign Affairs and Trade
☒	<u>Preventing Sexual Exploitation, Abuse and Harassment Policy</u> – Australian Department of Foreign Affairs and Trade
☐	<u>Disability Inclusive Development Guidance Note</u> – Australian Department of Foreign Affairs and Trade
☒	<u>Accessibility Design Guide: Universal Design Principles for Australia's Aid Program</u> – Australian Department of Foreign Affairs and Trade
☒	<u>Foreign Bribery Guidelines</u> – Australian Attorney General's Department
☒	<u>Fraud Control Policy and Fraud Control Toolkit for Funding Recipients</u> – Australian Department of Foreign Affairs and Trade
☒	<u>Promoting Opportunities for All – Gender Equality and Women's Empowerment</u> – Australian Department of Foreign Affairs and Trade
☐	<u>Family Planning and the Aid Program: Guiding Principles</u> – Australian Department of Foreign Affairs and Trade
☐	<u>Environmental and Social Safeguards Policy</u> – Australian Department of Foreign Affairs and Trade
☐	<u>Environmental Management Guide for Australia's Aid Program</u> – Australian Council for International Development
☐	<u>Department of Foreign Affairs and Trade Environment Protection Policy</u> which requires, where relevant to the Services: A. Assessing and managing all actual or potential environmental impacts, both direct and indirect, to avoid or mitigate negative impacts and promote positive impacts; B. Reporting regularly on any such impacts as required or directed by the Principal or Head Client; and C. Complying with all relevant environmental laws and regulations of the Location of the Services.
☒	<u>Commonwealth Procurement Rules and Guidelines</u> – Australian Department of Finance
☒	<u>Tetra Tech International Development Code of Conduct and Client Service Standards</u>

Consultant Acknowledges that it has read and understood the above Policies and Procedures marked as "Required", including the Tetra Tech International Development Code of Conduct and Client Service Standards.

The Consultant will ensure that it and its personnel (where applicable) comply with the above policies and requirements to the best of their ability.

Consultant Signature:	
Name:	
Date:	