

Date: 2 October 2024

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Subject: Addendum 2: RFT AM-11868 for Architectural Services – Standard Classroom and WASH Facility Design for the Fiji Social Infrastructure Program

Prospective Tenderers are advised of the following:

This addendum is openly available to potential contractors. It consists of additional information to support you with your submissions and answers to questions raised:

1. Refer Annex 1 for the Tender briefing Meeting Minutes which took place on Thursday 26 September 2024 and the tender briefing power point presentation as Annex 2, as a separate file, as part of the tender documentation.
2. The Tender Closing Date has now been revised hence please refer to the new timelines below:
 - a. Last Queries Date: **Wednesday 09 October 2024, at 5.00pm (FJT)**
 - b. Tender Closing Date and Time: **Monday 14 October 2024 at 11.59pm (FJT)**
 - c. Indicative Date of Tender Assessment: **Thursday 24 October 2024**
 - d. Indicative Contract Start Date: **Monday 11 November 2024**

Kindly note that that there will be no more Extension of Time granted following this approval.

Question 1

We have a query regarding Clause 21 of the Draft Service Agreement—Governing Law and Jurisdiction. Could you clarify why the contract is governed by South Australian law, given that the services are ultimately for the Commonwealth Government of Australia? Additionally, are there any particular specific implications for tenderers that arise from being subject to South Australian law and jurisdiction?

Answer 1

Re. the Governing Law and Jurisdiction query, in Australia, contracts usually specify an Australian State or Territory to be the applicable jurisdiction and governing law. Commonwealth Federal law is not chosen because contract law primarily has its origins in State and Territory law. Additionally, if there is a legal dispute, it is unusual, for the kinds of contracts we have, to be able to be heard in the Federal Court, at least in the first instance.

As State and Territory law across Australia is for the most part similar, the main reason we choose South Australia is because that is where the Tetra Tech International Development's Head Office is and most of our legal expertise is. If there is a legal dispute, we want the dispute to be heard in South Australian Courts and with South Australian law being applied. This is standard practice for those who are seeking to subcontract i.e. the contracting Principal usually prefers the law to be in the jurisdiction where their Head Office or legal expertise

is. For example, most DFAT agreements choose the Australian Capital Territory as the law and jurisdiction applicable to their contracts. It would be very unusual for us to change the governing law of the contract from South Australia.

END OF ADDENDUM