

**Request for Tender (RFT) – AM 12201**

to deliver

**Pre-Departure Training for Australia Awards Scholarships Intakes 2025 (One Cohort - Second Semester 2025) and 2026 (Two Cohorts – First Semester 2026 and Second Semester 2026) – Hybrid Delivery**

for

**Australia Awards Cambodia (AAC)**

Structure of Invitation

Part A – Procurement Guidelines

Part B – Scope of Services

Part C –Technical Proposal and Assessment

Part D –Pricing Schedule and Assessment

Part E – Draft Services Agreement

Service Providers should carefully read Parts A to E.

Tenders deemed non-conforming by Tetra Tech International Development may be rejected.

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RFT – AM 12201

Part A – Procurement Guidelines

Invitation to Tender

|  |  |
| --- | --- |
| You are invited to submit a tender for the provision of: | Pre-Departure Training for Australia Awards Scholarships Intakes 2025 (one cohort – semester 2, 2025) and 2026 (two cohorts – semester 1, 2026 and semester 2, 2026) – Hybrid Delivery  Australia Awards Cambodia (AAC) (AM 12201) |

Principal

|  |
| --- |
| Tetra Tech International Development Pty Ltd [ABN 63 007 889 081]  422 King William Street  Adelaide SA 5000 |

Tetra Tech International Development’s Requirements

|  |
| --- |
| Tetra Tech International Development, the Managing Contractor for Australia Awards Cambodia (AAC) on behalf of the Australian Department of Foreign Affairs and Trade (DFAT), is seeking Service Providers to tender for the design and delivery of the Pre-Departure Training for Australia Awards Scholarships Intakes 2025 (one cohort mobilising for semester 2, 2025) and 2026 (two cohorts mobilising for semester 1, 2026 and semester 2, 2026 respectively). The Pre-Departure Training will be delivered in a hybrid mode (one week online and two weeks face-to-face in Phnom Penh for each cohort – with a one week or so break between the on-line and face-to-face components), utilising an effective online learning platform for the online components.  Confirmation by AAC of delivery by the Service Provider of cohorts two and three is subject to delivery, to AAC’s satisfaction, of the prior cohort in each case by the Service Provider.  To tender to design and deliver this training the Service Provider must be a Registered Training Organisation (RTO) in Australia, an Australian tertiary institution as defined in the *Higher Education Support Act, 2003* Table A, B and C or otherwise approved by Tetra Tech International Development and/or DFAT.  AAC will exclude a Service Provider on the grounds of bankruptcy, insolvency, false declarations, or significant deficiencies in performance of any substantive requirement or obligation under a prior contract with Tetra Tech International Development or AAC. |

Timetable

| Activity | Date |
| --- | --- |
| Invitation Issue Date | Tuesday 14 January 2025 |
| Briefing Date | Tuesday 21 January or Friday, 24 January 2025 |
| Last Queries Date | Friday 7 February 2025 at 5:00pm (AEDST) |
| Closing Date and Time | Friday 14 February 2025 at 5:00pm (AEDST) |
| Completion of evaluation | Friday 28 February 2025\* |
| Notification to successful Service Providers(s) | Early March 2025\* |
| Contract executed | Mid-March 2025\* |
| Notification to unsuccessful Service Providers(s) | Early March 2025\* |
| Contract commencement | Late March 2025\* |

\* (subject to DFAT approval of the procurement report)

Offers and Lodgement

|  |  |  |
| --- | --- | --- |
| **Alternative Offers** | Alternative Offers may be submitted | ☒ No |
| **Lodgement (electronic)** | info@australiaawardscambodia.org | |
| **Offer Validity Period** | 90 days from Closing Date and Time | |

Contact Person

|  |  |
| --- | --- |
| Name | Michael Sadlon |
| Position | Team Leader |
| Email | info@australiaawardscambodia.org |

Evaluation Criteria

|  |
| --- |
| **Mandatory criteria**  The evaluation criteria include, but are not limited to, the following (in no order of priority):   * Capability - prior performance and demonstrated experience * Personnel * Training Design and Delivery - technical capacity and response to specification * Social inclusion * Innovation and Value-Add * Price / Cost |

Specific Requirements

|  |
| --- |
| **Procurement Policy**  In performing any part of this Contract whether within or outside of Australia, the Service Provider and its Personnel and Sub-Contractors must comply with all DFAT policies as applicable including:   1. the child protection compliance standards in the [Child Protection Policy](file:///C:\Users\AAPNG\Desktop\RFT%20Templates\STEM\a)%09http:\dfat.gov.au\international-relations\themes\child-%20protection\Pages\child-protection.aspx) for the DFAT – Australian Aid Program 2. [Disability Action Strategy](http://dfat.gov.au/about-%20us/publications/Pages/disability-action-strategy-2017-2020.aspx) 3. the Family Planning and the Aid Program: Guiding Principles (2009) for the DFAT – Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au/) 4. information accessibility requirements contained in the Guidelines for preparing accessible content for the DFAT – Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au/) 5. the Environment Management Guide for Australia’s Aid Program (2012) for the DFAT – Australian Aid Program and the DFAT Environment Protection Policy (2014) accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au/) 6. [Gender Equality and Women’s Empowerment Strategy 2016](file:///C:\Users\AAPNG\Desktop\RFT%20Templates\STEM\a)%09http:\dfat.gov.au\about-us\publications\Documents\gender-equality-%20and-womens-empowerment-strategy.pdf) 7. [Anti-Corruption](https://dfat.gov.au/aid/topics/investment-%20priorities/effective-governance/law-and-justice/Pages/law-and-justice-%20initiatives.aspx) - The Australian Government supports ethical business practices, and the prosecution of those who engage in illegal practices. 8. [Counter-Terrorism](https://dfat.gov.au/international-relations/security/counter-%20terrorism/Pages/counter-terrorism.aspx) - ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to terrorism. 9. [Fraud Control and Anti-Corruption](https://dfat.gov.au/about-%20us/corporate/fraud-control/Pages/fraud-control.aspx) 10. [Commonwealth Procurement Rules and Guidelines](file:///C:\Users\AAPNG\Desktop\RFT%20Templates\STEM\a)%09https:\www.finance.gov.au\government\procurement\commonwealth-%20procurement-rules) 11. [Commonwealth Grant Rules and Guidelines](https://www.finance.gov.au/government/commonwealth-%20grants/commonwealth-grants-rules-guidelines) 12. [Preventing Sexual Exploitation, Abuse and Harassment Policy](http://www.dfat.gov.au/pseah) 13. Tetra Tech International Development Code of Conduct and Client Service Standards   In performing any part of the requirements personnel of the Service Provider must sign and comply with Tetra Tech International Development Code of Conduct and Client Service Standards. |

# Invitation

## Tetra Tech International Development’s Requirements

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

## 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 Service Provider to amend their Offer.

## 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.

## The Use of Invitation

Without the express prior written consent of Tetra Tech International Development, the Service Provider 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.

## Procurement Process does not create a Contract

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

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

# Structure of Invitation

This Invitation consists of five parts:

1. Part A - Procurement Guidelines

Part A contains general information about the Procurement Process and the Offer.

1. Part B – Scope of Services

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

1. Part C – Technical Proposal and Assessment

Part C sets out the format and information required in the Offer. The Service Provider must complete and submit all parts of the Part C Response Schedule and use templates where provided.

1. Part D –Pricing Schedule and Assessment

Part D sets out the costing requirements and the like-for-like assessment approach. The Service Provider must complete the Pricing Schedule.

1. Part E - Draft Services Agreement

Part E contains the proposed terms and conditions of the Contract that may be entered into between the Service Provider and Tetra Tech International Development if the Service Provider’s Offer is successful.

Any proposed changes to the Draft Contract must be documented in the Technical Proposal.

# Communication

## Contact Person

The Service Provider may only communicate with the Contact Person (listed earlier in this document) about this Invitation, and that contact must be in writing [info@australiaawardscambodia.org].

## Briefing for Interested Service Providers

AAC will conduct individual online briefing sessions (of 30 minutes duration) for interested Service Providers between **9am and 4pm Phnom Penh time on Tuesday 21 January 2025 and Friday, 24 January 2025**. The purpose of the briefings will be to provide interested Service Providers with an overview of the scope of requirements, expected outputs, targeted outcomes and expectations of the contracted Service Provider – and address any questions raised by the interested Service Providers.

An interested Service Provider may request a briefing by sending an email to the Contact Person [info@australiaawardscambodia.org], including the name of the Interested Service Provider, preferred briefing date/s and time/s, and the name and positions of representatives of the Service Provider who will attend the briefing. The Contact Person will liaise with the interested Service Provider to agree a briefing date and time.

Tetra Tech International Development reserves the right in its’ discretion to inform all other Service Providers of any question or matter any Service Provider may raise in a briefing and the response given (but may choose not to do so).

## Requests for Clarification

Up to and including the Last Queries Date, the Service Provider 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 Service Providers of any question or matter any Service Provider 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 Service Provider that it considers to be unsolicited or otherwise impermissible.

# The Tender Offer

## Format of Offer

The Offer must be completed using the Part C and D, (unless the Service Provider is otherwise directed).

The Offer must:

1. be submitted in the name of the entity with which Tetra Tech International Development would enter into the contract and include the name of the person authorised to negotiate and conclude a contract.
2. be formatted in font type Arial, no smaller than 10 point and in single column format.
3. not contain the Tetra Tech International Development or DFAT logo on any Tender documentation.
4. submit the Pricing Schedule (Part D) of the Tender as a separately sealed attachment.
5. be in English.
6. be endorsed by an appropriately authorised officer with any alterations or prices clearly and legibly stated and any alterations initialled.
7. quote prices in Australian Dollars that are GST inclusive and, in relation to GST, must state where the GST is applicable and show that amount separately.
8. stipulate fixed prices (unless otherwise specifically required or indicated).
9. 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.

## Conforming Offer

The Service Provider must submit a Conforming Offer to be considered.

A Conforming Offer means an Offer by the Service Provider that includes all requested information, in the form requested, and is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria.

## Alternative Offers

Not Accepted.

## Cost of Preparing the Offer

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

# Lodging an Offer

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

## Email

If the Service Provider is lodging an Offer via email, the Service Provider must satisfy the requirements for email lodgement specified in this Invitation.

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

The Service Provider 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 Service Provider needs to modify a single document or a group of documents, the Service Provider will need to submit all documents again.

Offer(s) lodged via email cannot exceed 10MB.

## 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 consider a late tender.

## Validity

By lodging an Offer, the Service Provider agrees that the Offer will remain open for acceptance by Tetra Tech International Development for the validity period specified in this Invitation.

## Tetra Tech International Development’s Use of The Service Provider’s Offer Materials

Upon lodgement, the Service Provider’s Offer Materials will become the property of Tetra Tech International Development.

Intellectual Property owned by the Service Provider 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 Service Provider acknowledges and agrees that the Service Provider 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.

# Consortia and Sub-Contracting

## Consortia

If the Service Provider 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 Service Provider as the preferred Contact Person for any consortium Offer.

## Sub-contracting

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

# Procurement Process Conduct

## The Service Provider’s Conduct

The Service Provider must:

1. ensure all communications are undertaken via the Contact Person.
2. declare any actual or potential conflict of interest.
3. 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) without Tetra Tech International Development’s prior written consent.
4. 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.
5. not engage in any collusive or anti-competitive conduct with any Service Provider.
6. comply with all laws in force in South Australia applicable to this Procurement Process.
7. disclose whether the Service Provider is acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s).
8. 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 prior written approval.

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

The successful Service Provider will be required to complete the Tetra Tech Safeguard Screening Questionnaire prior to receiving a contract. Where adequate terms do not already exist, and as relevant to the services, the successful Service Provider will be required to adopt mandated terms into its contracting process including but not limited to:

1. fraud and corruption.
2. child protection.
3. Prevention of Sexual Exploitation, Abuse and Harassment (PSEAH).
4. modern slavery.
5. environmental protection.

## 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 Service Providers the opportunity to compete fairly.

## Confidentiality

The Service Provider must identify any aspect of the Offer that the Service Provider 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 Service Provider 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 Service Provider is obliged to maintain its confidentiality. The Service Provider may disclose confidential information to any person that has a need to know the information for the purposes of submitting the Offer.

## Disclosure of Information Provided by Service Providers

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 Service Provider information that has been provided in-confidence by another.

Service Providers 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.

## Commonwealth Procurement Rules and PGPA Act

Service Providers 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 the Australian Department of Finance website.

## 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](https://www.dpmc.gov.au/) for further information).

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

However, in completing Part C, Service Providers are encouraged to provide information on how their organisation or tender proposal 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 sub-contractor, and / or use of Indigenous suppliers in the Service Provider's supply chain.

# Evaluation Process

## Evaluation

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

* Capability - prior performance and demonstrated experience
* Personnel
* Training Design and Delivery - technical capacity and response to specification (including details of the proposed online learning platform)
* Social inclusion
* Innovation and Value-Add
* Price / cost

Tetra Tech International Development reserves the right to negotiate a successful tender with any of the Service Providers in the event that none of the tenders received fully meet the evaluation criteria.

Tetra Tech International Development reserves the right to accept or reject any tender at any time prior to the award of a contract, without thereby incurring any liability to the affected Service Provider/s.

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

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 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. invite any person or entity to lodge an Offer.
3. allow a Service Provider to change its Offer.
4. consider, decline to consider, or accept (at Tetra Tech International Development’s sole discretion) an Offer lodged other than in accordance with this Invitation.
5. seek further information from the Service Provider regarding the Offer including but not limited to requests for additional information or presentations by, or interviews with the Service Provider or the Service Provider’s key personnel.
6. seek and evaluate relevant financial viability data concerning any Service Providers’ business and related entities including seeking any assistance from third party providers.
7. make enquiries of any person or entity to obtain information about any Service Provider and its Offer.
8. visit facilities operated by any Service Provider, proposed subcontractors of any Service Provider and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).

## Discontinue Process

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

## Shortlisting

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

## Negotiation

Tetra Tech International Development may choose to:

1. enter into negotiations with the Service Provider (including parallel negotiations with more than one Service Provider) 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 Service Provider or any other person or organisation.
4. negotiate with the Service Provider for the provision of any part of Tetra Tech International Development’s Requirement and negotiate with any other Service Provider with respect to the same or other parts of Tetra Tech International Development 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 Service Provider 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 Service Providers. Irrespective of Tetra Tech International Development’s right to negotiate and/or seek a best and final offer, The Service Provider is bound by the Offer, and if selected, the Service Provider must be willing to enter into a contract on the basis of the Offer.

## Contract Formation

Tetra Tech International Development will contract with one Service Provider for the Services. No legal relationship will exist between a Service Provider 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.

# Glossary

## 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 this Invitation by which Offers are required to be lodged.
3. “Conforming Offer” means an Offer by the Service Provider 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 authorised by Tetra Tech International Development to communicate with Service Providers 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 Service Providers to lodge an Offer.
10. “Last Queries Date” means the date nominated in this Invitation as the last date for Service Providers to seek information or clarification of any matters relating to this RFT.
11. “Mandatory Criteria” means the criteria considered by Tetra Tech International Development to be critical and identified in this Invitation.
12. "Offer" means the documents constituting an offer lodged by a Service Provider to meet Tetra Tech International Development’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 Service Provider 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 Tetra Tech International Development) or upon the earlier termination of the process.
16. "Specification" means the information about Tetra Tech International Development’s Requirement described in Part B.
17. "Service Provider” means any person or organisation responding to this Invitation by lodging an Offer.

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Part B – Scope of Services

Scope of Services

# Activity

|  |
| --- |
| 1.1 Client  Tetra Tech International Development Pty Ltd |
| 1.2 Program  Australia Awards Cambodia (AAC) |
| 1.3 Activity  Pre-Departure Training Intakes 2025 (one cohort – semester 2, 2025) and 2026 (two cohorts – semester 1, 2026 and semester 2, 2026) – Hybrid Delivery |
| 1.4 Training duration, format and proposed delivery dates  The proposed period of the contract with the Service Provider will be approximately 24 March 2025 to 30 April 2026, with the hybrid delivery of Pre-departure Training as follows:   * Intake 2025 – Semester 2, 2025 cohort * online (one week) from 7 April to 11 April 2025 * face-to-face in Phnom Penh (two weeks) from 21 April to 2 May 2025 (1 May is a public holiday) * Intake 2026 – Semester 1, 2026 cohort * online (one week) from 10 November to 14 November 2025 * face-to-face in Phnom Penh) two weeks) from 24 November to 28 November2025 * Intake 2026 – Semester 2, 2026 cohort * online (one week) from 6 April to 10 April 2026 * face-to-face in Phnom Penh (two weeks) from 20 April to 29 April 2026 (1 May is a public holiday).   In each case there will be a one week or so break between the online and face-to-face components. On-line components must be delivered during Phnom Penh normal working hours.  Please note that this training date is tentative only and may change according to external affecting circumstances. |
| 1.5 Number of participants (indicative)   * Intake 2025 – Semester 2, 2025 cohort * up to 27 participants * Intake 2026 – Semester 1, 2026 cohort * up to 45 participants * Intake 2026 – Semester 2, 2026 cohort * up to 25 participants.   Please note that the number of participants is indicative only, and will change depending upon final composition of each intake (number of awards (assume 62 per intake), split between direct entry (generally start in semester 1) and English language training group (semester 2 start)). |
| 1.6 Service Provider conditions for participation  The Service Provider must be a registered training organisation (RTO) in Australia, an Australian tertiary institution as defined in the *Higher Education Support Act, 2003* Table A, B and C, or otherwise approved by Tetra Tech International Development and/DFAT. |

# Contract Details

|  |
| --- |
| 2.1 Delivery  Tasks must be performed by a qualified and competent team. |
| 2.2 Contract Type  Service Agreement to be negotiated between Tetra Tech International Development and the Service Provider.  Service Agreement will include all activities detailed in this Scope of Services. |
| 2.3 Basis of Payment   * Personnel Costs - DESIGN * Personnel Costs - DELIVERY * Fixed Management Fees * Reimbursable Expenses |
| 2.4 Contact Details  Team Leader  Australia Awards Cambodia  Email: info@australiaawardscambodia.org |

# About Australia Awards

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| 3.1 Background  The Australia Awards are prestigious international scholarships funded by the Australian Government. They offer the next generation of global leaders an opportunity to undertake study, research and professional development in Australia.  In Cambodia, Australia Awards are delivered under Australia Awards Cambodia (AAC or the Program). AAC is an eight-year investment for the period 2018 to 2026. The Australian Department of Foreign Affairs and Trade (DFAT) contracted Tetra Tech International Development to manage AAC.  AAC’s core activities are:  *Australia Awards Scholarships, Australia Awards Short Term Awards (short courses and informal learning opportunities) professional development activities including exchange programs and technical assistance -- based on themes or targeted at cohorts of individuals or Ministries/organisations, and support for the establishment of sustainable twinning arrangements.*  The core activities are supported by:   1. Equity Pathway Program (EPP) 2. English Language Training (ELT) and Pre-Departure Training (PDT) 3. On-Award Enrichment (OAE); and 4. Alumni Engagement (AE).   In Cambodia, Australia Awards Scholarships:   * are offered at Master level (either by coursework or research) or PhD level at an Australian tertiary education institution * are open to all fields of study, except general management degrees, such as a Master of Business Administration. Applications for climate-related study are strongly encouraged.   Applications are strongly encouraged from AAC’s Equity Target Groups (ETGs) - women, people with disability, people living and working outside of Phnom Penh, indigenous and ethnic minorities, LGBTIQA+ and other marginalised groups.  The majority of the awards are for Master level study (predominantly master by coursework).  This tender opportunity relates to Pre-Departure Training for Australia Awards Scholarships. |
| 3.2 Goal & Targeted Outcomes  **Goal:**  The Goal of AAC is ‘*to support Cambodia to progress its development goals and have strong relationships with Australia that advance mutual interests*.’  **Targeted Outcomes:**  AAC has two End of Investment Outcomes (EOIOs):  **EOIO 1**: Alumni are using their skills, knowledge and networks to contribute to sustainable development.  **EOIO 2**: Alumni are contributing to cooperation between Australia and Cambodia.  AAChas three Intermediate Outcomes (IOs):  **IO1**: Alumni view Australia, Australians and Australian expertise positively.  **IO2**: Alumni have necessary skills and knowledge to contribute to development of Cambodia  **IO3**: Alumni have relevant and useful networks and relationships in Cambodia and in Australia |
| 3.3 Outputs  The Pre-Departure Training should respond to the following outputs:  Awardees are well academically and socially prepared and mobilised to study effectively in Australia.   * Provide networking opportunities with Australians, and exposure to Australian organisations, culture and values. * Contribute to AAC’s goal, IOs and EOIOs. |

# Training Overview

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| 4.1 Context  Intakes 2025 and 2026 Australia Awards Scholarship recipients will attend the equivalent of a three-week full-time Pre-departure Training program with one week delivered online and two weeks delivered face-to-face in Phnom Penh for each cohort.  The program will include a half day Pre-departure Briefing (usually on the final day of the Pre-Departure Training, immediately preceding certificate presentation) comprising:   * a presentation by representatives of the Australian Department of Home Affairs, Phnom Penh covering student, dependent and visitor visa conditions, scholarship contract conditions, and customs considerations * a presentation by representatives of DFAT, Phnom Penh covering Australia-Cambodia relations.   The training outcome is to prepare award recipients for studying and living successfully in Australia. This includes academic skills, IT/digital skills, Australian culture, life skills, networking skills, student budget management, and coping/stress management strategies.  Appropriate time must be dedicated to gender and social inclusion issues, including preventing sexual exploitation, abuse and harassment, gender-based violence and Australian laws. The spouses/partners of award recipients will be invited to attend relevant training sessions.  Factors that may impact on the ability of awardees to adjust and successfully participate during their scholarship include:   * first time overseas (or living or studying overseas) * period of time since last formal study (a number of years in some cases) * nature of PhD study (more self-determined and driven) compared to more structured master study (classes, tutorials, ongoing assignments) * limited digital skills * limited research and/or analytical skills * limited access to research materials.   English language proficiency or confidence (e.g. some participants may never have worked or studied in an English speaking environment) is also a factor. While all participants will have achieved overall IELTS 6.5 with no band less than 6.0, some will be less proficient or confident than others. A number will have come through AAC’s Equity Pathways Program which provides English language training and other support to qualifying members of AAC’s ETGs. The EPP entry level is generally IELTS 5.5 with no band less than 5.0, but some people with disability or members of Indigenous groups enter at 5.0. Others will have attended AAC English language training as provisional awardees with IELTS 6.0 and no band less than 5.5.  Non-academic challenges such as budgeting, and managing family needs, health and welfare concerns also affect the life and study of awardees in Australia. Awardees are encouraged not to have dependents accompany them for the first six months to allow them to settle into study life in Australia but many still have dependents with them in Australia from commencement.  Cultural sensitivity must be exercised in the way content is delivered. |
| 4.2 Purpose  The specific training goals will be agreed with the contracted Provider. At a minimum it is expected awardees will be supported to:  **Academic Preparedness**   * Develop a solid understanding of the Australian higher education system, including the confidence to engage with a variety of academic and support services. * Develop a solid understanding of academic culture and requirements of Australian universities. * Understand and develop the fundamental academic skills required to succeed at postgraduate study level, and be successful on-award, including self-directed independent learning and critical thinking skills. * Develop a plan to address those study skills they will need to improve upon in the first six months of their studies. * Develop a solid understanding of Australian digital learning environment, and enhance information technology skills that enables access to information and learning resources, and to use the technology available at awardees’ chosen university for study and research.   **Social Preparedness and Inclusion**   * Develop an informed understanding of the Australian lifestyle and a preparedness for embracing life in an Australian academic environment and beyond. * Gain an awareness of inter-cultural issues and develop cross cultural communication skills. * Develop skills (including effective networking skills) to make the most of their time in Australia by participating in non-academic activities, exposing themselves to Australian communities and organisations, and making connections with the Australian people, including an ability to develop personal and professional networks and to overcome personal challenges. * Develop an understanding of Australian societal norms and values and Australian laws, especially as they relate to sexual exploitation, abuse and harassment, gender-based violence and child protection. * Be introduced to Indigenous Australian culture, and socialise the concepts of Welcome to Country, Reconciliation and related cultural sensitivities.   **Scholarship Preparedness**   * Develop a strong understanding of the responsibilities, entitlements (including overseas health cover (OSHC)) and processes that apply to their Scholarship as outlined in the Scholarship Policy Handbook. * Promote a greater awareness of development issues, both nationally and internationally. * Understand the connection between studies in Australia and the Cambodian development context.   It is expected that Academic Preparedness and Social Preparedness will make up the majority of the Pre-Departure Training program.  Service Providers are encouraged to engage:   * Australia Awards Scholarships alumni and on-award scholars * representatives of the participants’ respective universities (e.g. Student Contact Officers) and OSHC providers,   in training delivery as may be appropriate/relevant. In the past, AAC has assisted to arrange a half-day alumni sharing session (usually on Friday afternoon to accommodate alumni availability).  AAC will support awardees to progress the practical aspects of mobilisation and arrival including applying for their visa, attending required medical checks, and arranging initial accommodation. Therefore, Service Providers do not need to address this in their proposals. |
| 4.3 Participant Profile  The participants will have diverse backgrounds. Factors to consider include:   * The majority will take Master level studies (predominantly Master by coursework), with a small number of awardees for PhD studies * Varying years of professional experience * Varying years since last engaged in formal study * Varying prior travel experience * Moving to Australia with and without dependents * Professional experience will include public sector, private sector and civil society * Approximately 50% men and 50% women (60% women for the last two intakes) * A range of ages (generally between 25 and 40 – but predominately early 30s) * Employed and residing in both Phnom Penh and provincial locations * Studying a variety of courses across different institutions in Australia   Australia Awards Cambodia is an inclusive program and there will be awardees with disability. The Provider will be given further information on the composition of each cohort, so that reasonable adjustments and accommodations can be made. There will also likely be members of the LGBTIQA+ and Indigenous/ethnic minority communities. |
| 4.4 Assessment & Certification  No formal qualification is expected from the training. However, attendance is compulsory, and the design should include the form/s of assessment to be used to confirm satisfactory completion and assist participants to gauge their preparedness to succeed at postgraduate level, and allow them to identify their strengths and weaknesses.  Participants should receive a Certificate of Completion. |
| 4.5 On-Award Enrichment and People to People Links  AAC’s on-award enrichment (OAE) aims to encourage scholars to look beyond the university and their study program, to the opportunities outside that can offer exposure and personal and professional development opportunities. OAE also focuses on enhancing scholars’ understanding of Australia and Australians, including Indigenous culture and traditions, and Australian ideals of diversity and multiculturalism, democracy, rule of law, transparency and climate sustainability and innovation.  Through OAE that complements their study program, scholars will be equipped with the foundational skills, networks and capacity so that they can confidently contribute to sustainable development outcomes, and cooperation between Australia and Cambodia, as alumni on their return to Cambodia.  The PDT will include a session, to be designed and delivered by the Service Provider together with AAC’s OAE Adviser, to:   * inform participants about the range of available OAE activities to encourage high participation * assist participants to identify other opportunities or ways to develop linkages on a professional and personal basis. |
| 4.6 Gender Equality, Disability and Social Inclusion (GEDSI)  AAC promotes activities that support all people to fulfil their potential by addressing underlying factors to exclusion, and ensuring issues related to access and equity are addressed effectively. Closing equity gaps for ETGs - sub-groups in Cambodian society who have typically experienced the effects of social, educational and structural barriers and disadvantage which has effectively limited their access to opportunity, including access to scholarships - aims to generate collective action for equity, access, diversity, and inclusion. AAC also acknowledges the [cumulative](https://www.merriam-webster.com/dictionary/cumulative) effects of being a member of more than one ETG on opportunity. *Gender Equality* Gender equality and empowering women is an important part of achieving Cambodia’s growth, development, and stability goals. The Australian Government aims to ensure at least 80 percent of aid investments effectively address gender equality issues. *Disability support* Supporting people with disability to realise their full potential promotes development, and improves the lives of people with disability, their families, and communities. AAC seeks to improve the access and inclusion of people with disability in all AAC activities wherever possible. *Social Inclusion*Geographic or social isolation can result in limited access to opportunity. AAC strongly encourages opportunities which specifically address inclusion for people living and working outside Phnom Penh.*Considerations* Training content and delivery approaches should consider:   * A range of lecturers, facilitators and guest speakers that highlight the benefits of GEDSI diversity. * teaching practice and classroom culture that accounts for:   + learning styles of all participants   + participants who encounter barriers to full access to education opportunities due to disability, gender, or resources. * case studies of transformative approaches to education, culture, and attitudes towards GEDSI. * comparative discussion on the social, cultural, and teaching similarities and differences between Cambodia and Australia.   Considerations should be tailored to the Cambodian context and recognise the varying backgrounds and understanding of participants. It should be delivered in a culturally sensitive manner. |
| 4.7 Climate Change  Climate Change is a major risk to sustainable development and is threatening global efforts to eradicate poverty. Addressing the risks of Climate Change, as well as taking advantage of the opportunities from climate action – such as more climate-resilient economic growth, jobs and technologies – reinforces sustainable development and supports poverty reduction.  Development activities address Climate Change, by lowering emissions, increasing a community’s awareness, adaptation, and resilience and/or protecting biodiversity. DFAT’s [Climate Change Action Strategy](https://www.dfat.gov.au/about-us/publications/climate-change-action-strategy) should be considered in training design and delivery.  The PDT should include a Climate Change session that raises awareness of the issue and its impacts, and assists participants to think about how to include climate considerations/stewardship in their study and life. |

# Training Content and Delivery

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| Online Learning Platform The Service Provider shall use an online learning platform for effective delivery of the online component, dissemination of training materials and Pre-Departure Training program communication. |
| 5.2. Pre-Training Preparation  Participants will be given access to the online learning platform prior to commencement of the Pre-Departure Training, and provided with instruction/guidance on how to use it. The Pre-Departure Training program will be provided in advance to participants via the online learning platform to help them prepare for the training. Pre-training activities (eg survey, reading assignments, online introductions or a forum to discuss expectations) may also be introduced. |
| 5.3. Scholarship Preparedness  This component will lay the foundations for the awardee’s understanding of the Scholarship and is important for establishing awardee expectations. Content will include:   * The Australia Awards Scholarship Policy Handbook, with examples of how the policy is applied. ([https://dfat.gov.au/about-us/publications/pages/australia-awards-scholarships-policy-handbook](https://dfat.gov.au/about-us/publications/pages/australia-awards-scholarships-policy-handbook.aspx)) * The roles and responsibilities for relevant parties. * The scholarship contract and the awardee’s responsibilities. * Public diplomacy and the awardee’s responsibility to positively represent Cambodia and the program. * On-Award Enrichment and making linkages/networks. * Looking ahead towards reintegration and future contributions to Cambodia’s socio-economic development. * OSHC insurance – what to expect, what may be included, what may not be included, and how to access medical services. * Visa conditions.   AAC will work with the Service Provider to provide input into this component. |
| 5.3 Academic Preparedness  This component should focus on ensuring awardees are well-prepared to engage in postgraduate learning at an Australian institution standard, including research, reading and writing – acknowledging the differences between master by coursework and PhD study. Content should include:   * Introduction to the type of academic support services institutions offer. * Introduction to academic expectations, student codes of conduct, referencing, intellectual property, plagiarism rules etc. * Appropriate use of artificial intelligence (AI). * Introduction to blended learning and assessment. * Introduction to types of assessments and how to refresh skills for success with different types of assessments, e.g. essay, reports. Participants would also benefit from information about group work/interaction and strategies to get the best out of groupwork exercises. * Introduction to semester and trimester structures, and information about full time study load expectations (i.e. lecture hours, tutorial hours, private reading and study hours expected per week). This should also cover independent study skills, time management skills and strategies for planning a study load throughout the semester. * Introduction to professional and academic organisations and professional development activities that awardees can join or participate in. * Provide additional academic preparation resources for awardees to refer to further refresh skills in their own time. These resources may be targeted for communications skills, critical thinking skills, STEM skills, humanities skills, PhD challenges, etc. * Digital literacy and technology skills including, but not limited to digital research skills, university library systems, search engines, social media (including its responsible use), and online academic learning resources/platforms/functions. |
| 5.4 Social Preparedness  This component should focus on ensuring awardees, both accompanied and unaccompanied, are mentally prepared to deal with social challenges whilst living in Australia. Content should include:   * Adapting to culture shock (including cultural and social etiquette and adaptation skills, stress management) and establishing a support network (including both personal and professional networking). * Managing priorities and expectations from having dependents in Australia or family left behind in Cambodia. * Australian law and associated consequences of breaking laws. (Each awardee is required to sign a contract with DFAT before mobilising to Australia, emphasising the awardees’ commitment to obey the laws that apply in Australia.) * Getting engaged in social clubs, student and community organisations, volunteering, sporting events, and social activities that may be available. * Establishing awardees’ expectations around cost of living, housing, commuting, public transport options, schooling, childcare etc. * Managing a student budget and strategies to reduce expenses. * Recognising and avoiding scams. * Managing drug/alcohol use, including exposure to illegal drugs. * Information for handling issues, e.g. contact information for emergency services. * Time management expectations, e.g. punctuality in Australia. * Social inclusion and multiculturalism: involvement of people with a disability and from different cultures in international student communities. * Technology and society – e.g. self-serve checkouts, toll road billing technology, payWave/ PayPass technology, prepaid public transport cards. * Climate and environment – littering, garbage disposal, recycling. * Understanding the Australian government system. |
| 5.5 Gender Equality, Disability and Social Inclusion (GEDSI)  In addition to the mainstreaming of GEDSI considerations throughout the training, there should be a dedicated component focused on improving awardees’ understanding of gender equality, disability and social inclusion including but not limited to social, cultural and legal differences between Cambodia and Australia.  The component should be tailored to the Cambodian context and recognise the varying backgrounds and understanding of participants. It should be delivered in a culturally sensitive manner and include awardees’ spouses/partners as appropriate.  Content should include:   * Social, cultural and legal understandings of gender, and differences between Australia and Cambodia. * An exploration of the links between gender inequality and sexual exploitation, abuse, and harassment, gender-based violence. * Australia/AAC’s stance on GEDSI and sexual exploitation, abuse, and harassment, and gender-based violence. * Sexual exploitation, abuse, and harassment, gender-based violence laws in Australia, including reporting systems and processes if any exploitation, abuse or harassment is experienced or witnessed. * Child protection laws in Australia. * Marriage equality and LGBTIQA+ social inclusion. * Disability inclusion and related laws in Australia. * Indigenous Australian culture and cultural sensitivities to be aware of, including explanations of Welcome to Country, Reconciliation, and current challenges. * Religious freedom as a form of social inclusion. * Support services available in Australia for GEDSI challenges. |
| **5.6 Training Venue**  AAC will organise a suitable training venue, including catering. Therefore, the cost of the training venue, and catering should not be included in the Financial Proposal.  The Service Provider is also not required to organise accommodation for participants residing outside Phnom Penh. |

# Services

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| 6.1 Service Provider Personnel  Service Provider personnel must be suitably qualified. It is desirable for personnel to have an understanding of Australia Awards and previous experience working with people from Cambodian or exposure to Khmer or South East Asian culture.   * There should be gender balance in the delivery team. * It is recommended that the training program includes input from a GEDSI specialist to ensure that it is effectively mainstreamed throughout the training and delivered as a dedicated component. * AAC alumni and those currently on-award should be included as guest presenters to strengthen and provide support to delivery of the program. AAC will support in identifying suitable alumni post contract negotiations. |
| 6.2 Welfare Support  The Service Provider will:   * Ensure an allocated training team member is responsible for pastoral and welfare support of the participants during the Pre-departure Training. It is recommended that this person has a cultural understanding of Cambodia/South East Asia and is familiar with the environment. * Provide advice to participants on administrative, logistic, health and welfare matters affecting them during their time at the Pre-departure Training. * Work with participants to resolve any issues as they arise and advise Australia Awards of the issues and resolution strategies as a component of the final report. * Be available 24 hours per day to participants in case of an emergency and communicate with AAC immediately of any incidents, during the face-to-face component of the training. |
| 6.3 Monitoring, Evaluation and Learning  The Service Provider will:   * Conduct a qualitative and quantitative baseline and endline survey of participants’ learning expectations and understanding of training content to report on key learnings and satisfaction. * Submit a completion report including: overview of delivery, activity monitoring and evaluation data (including attendance records), reflections and recommendations (including an assessment, from the perspective of both the Service Provider’s delivery team and the participants, of how well the PDT met its objectives and the effectiveness and efficiency of the hybrid delivery model ). * Support participants in their learning journey throughout the training to ensure full opportunity for participation and completion. * Provide mentoring sessions as necessary to ensure participants are on track with required assessment tasks. |
| 6.4 Logistics  **The Service Provider will be responsible for arranging and paying for:**   * Personnel * Airfares, visas, accommodation, per diems, international and local transport, communications and IT equipment and any safety and security requirements for the Service Provider’s training delivery team. * All teaching equipment and materials, including in relation to the online learning platform.   **AAC will be responsible for arranging:**   * Workshop/training venue and catering for participants and the Service Provider’s training delivery team during delivery in Phnom Penh. * All travel and accommodation for participants to the Phnom Penh training venue from other locations in Phnom Penh. |

# Financial Information

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| 7.1 Training Funding  The Pricing Schedule submitted by Service Providers during the RFT process forms part of the like-for-like price assessment. Reimbursable expenses do not form part of the like-for-like price assessment of this RFT. Service Providers are not to include any of the reimbursable costs as part of their financial proposal. The reimbursable budget will be negotiated with the preferred Service Provider and included in the Tetra Tech International Development Service Agreement. |
| 7.2 Invoicing and Payment  Tetra Tech International Development shall pay the Service Provider the Service Fees in instalments known as Milestone Payments. The Milestone Payments will be payable to the Service Provider progressively and only on Tetra Tech International Development’s acceptance of the satisfactory completion of identified deliverables and a correctly rendered invoice. Payments will be paid within thirty (30) days of acceptance by Tetra Tech International Development. |
| 7.3 Value for Money  Service Providers are asked to provide information that will assist Tetra Tech International Development to determine value for money of the tender bid. These include Fixed Management Fees to design and deliver the training, Personnel Costs - DESIGN, Personnel Costs – DELIVERY and any value-add opportunities the Service Provider can offer. |

# Milestones

| Milestone | Description | Payment Amount (excl. GST) | Due Date (including invoice) [Indicative] | Acceptance by Tetra Tech International Development |
| --- | --- | --- | --- | --- |
| 1 | Detailed Draft Training Design and Delivery Plan for Tetra Tech approval | 35% of fixed costs | Within seven (7) days after contract signing | Written acceptance |
| 2 | Submission of all training materials to AAC | 15% of fixed costs | Within fourteen (14) days after contract signing | Written acceptance |
| 3 | Delivery of pre-departure training according to the approved Plan, Budget and Training Program during this period. | 25% of fixed costs | Within seven (7) days after the end of the Pre-Departure Training | Written acceptance |
| 4 | Completion Report including financial report | 25% of fixed costs  Reimbursable costs (with full supporting documents) | Within fourteen (14) days after the Pre-Departure Training ends | Written acceptance |

RFT – AM-12201

Part C – Technical Proposal & Assessment

# Response to Tender

Service Providers are invited to submit an Offer up to a maximum of six (6) pages plus annexures).

The Service Provider is requested to provide further details of their approach to the design and delivery of the training . Specifically, Service Providers must demonstrate how they will:

* Design the training to respond to the training learning objectives, support AAC’s end of investment outcomes (EOIO) 1 and 2 and deliver the three key training components (scholarship preparedness, academic preparedness, social preparedness), including how gender equality, disability and social inclusion and opportunities that supports links between Cambodia and Australia will be integrated across the training.
* Apply adult learning methodologies and techniques.
* Monitor and evaluate progress and success of the training against objectives, including assessment approach.
* Identify and address risks and challenges in the design and delivery of the training.
* Introduce any innovative solutions, systems or processes that may add value to the delivery of Tetra Tech International Development’s Requirement.

The total assessment score is broken down as Technical Proposal (80%) and Pricing Schedule (20%).

# Selection Criteria

The Technical Proposal should address the criterion headings. The weighting of each of the criterion is provided in the following table:

|  |  |
| --- | --- |
| Criterion | Weighting (%) |
| Capability - prior performance and demonstrated experience | 15% |
| Personnel | 20% |
| Training Design and Delivery - technical capacity and response to specification (including details of the proposed online learning platform) | 35% |
| Innovation and Value-Add | 10% |
| Total | 80% |

The Service Provider must include all personnel mentioned in the Technical Proposal in the Pricing Schedule (refer to Part D). Substitution of these specialists would require Tetra Tech International Development’s prior written approval.

Any proposed changes to the Draft Contract (Part E) must be documented in the Technical Proposal.

# Technical Proposal

| Service Provider’s Information | |
| --- | --- |
| Organisation |  |
| ABN |  |
| Organisation type |  |
| Registered address |  |
| Email |  |
| Phone |  |
| Website |  |
| Consortium Business Name/s (if applicable) |  |

If submitting an offer as a consortium or partnership, provide detail which parts of Tetra Tech International Development’s Requirement that each entity comprising the consortium or partnership will provide and how the entities relate to each other.

|  |  |
| --- | --- |
| Partner 1: | |
| Trading Name |  |
| Registered Name |  |
| ACN/ABN |  |
| Address of registered office |  |
| Contact Person |  |
| Telephone |  |
| Type of Relationship |  |
| Period of association |  |
| Goods/Services to be provided |  |
| Estimated value of Goods/Services |  |

|  |  |
| --- | --- |
| Key Contact’s Information | |
| Full Name |  |
| Position |  |
| Address |  |
| Postal address  (if different to above) |  |
| Email |  |
| Telephone |  |

|  |  |
| --- | --- |
| Insurance | |
| Provide details of each insurance policy relevant to Tetra Tech International Development’s Requirement (refer to Part E – Services Agreement, clause 16 and Schedule 2) |  |

| Technical Response (maximum five (5) pages) |
| --- |
| Capability - prior performance and demonstrated experience (15%) |
|  |
| Personnel (20%) |
|  |
| Training Design and Delivery - technical capacity and response to specification (including details of the proposed online learning platform) (35%) |
|  |
| Innovation and Value-Add (10%) |
|  |
| Pricing Schedule (20%) This section will be submitted separately under Part D |

# Annexures

The Technical Proposal should include the following Annexures. The Annexures should be in a separate Microsoft Word document submitted as part of the RFT.

Annex 1 – Draft Training Program

Insert a proposed training program (no more than six (6) pages), including proposed sessions (linked to the training learning objectives and key contents), the names of delivery team members and guest speakers (if available).

Annex 2 – Personnel Table

Please expand on the summary of each nominated personnel’s relevant experience and qualifications. You may also include a link to online bios and/or LinkedIn etc. The table must not exceed two (2) A4 pages. No CVs are required.

| Position | Name | Nationality | Gender | Summary of key qualifications, areas of expertise and/or a link to online bio or LinkedIn profile |
| --- | --- | --- | --- | --- |
| Training Leader/ Training Designer |  |  |  |  |
| Training Facilitator |  |  |  |  |
| GEDSI Specialist[[1]](#footnote-2) |  |  |  |  |
| Welfare Officer[[2]](#footnote-3) |  |  |  |  |
| Additional nominated positions (if applicable) |  |  |  |  |
| Additional nominated positions (if applicable) |  |  |  |  |

Annex 3 - Statutory Declarations

Annex 3 is to be completed and signed by the Service Provider.

Commonwealth of Australia Statutory Declaration

I, *(insert name, address and corporation of person making the declaration),* do solemnly and sincerely declare, on behalf of the Tenderer and on behalf of myself, that:

Definitions

1. In this statutory declaration:

**“Client”** means Tetra Tech International Development (ABN 63 007 889 081);

**“Services”** means the services described in the RFT for this Activity;

**“Tenderer”** means (details of tendering corporation as appropriate);

**“Tender Price”** means the fees, rates and prices indicated by a Tenderer as being the amounts for which that Tenderer is prepared to undertake the Services;

Preamble

1. I hold the position of *(managing director or other title)* of the Tenderer and am duly authorised by the Tenderer to make this declaration on its behalf.

Accuracy of Information

1. The information contained in the Tender including CVs of nominated personnel submitted by (*name of organisation/company*) is factually based and I accept that if such information is found by Tetra Tech International Development to be inaccurate or misleading this may, at Tetra Tech International Development’s sole discretion, result in disqualification of the Tender.

Tenderer’s Acknowledgment

1. That (*name of organisation/company*)’s Tender is made on the basis that it acknowledges that:
2. the RFT specifies Tetra Tech International Development’s and DFAT’s rights in respect of the RFT and (*name of organisation/company*) agrees that Tetra Tech International Development and DFAT may exercise its rights as set out in the RFT in respect of the RFT process;
3. (*name of organisation/company*) sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to Tetra Tech International Development’s requirements, including the risks and other circumstances which may affect a Tender;
4. in lodging its Tender (*name of organisation/company*) did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Tetra Tech International Development or DFAT other than any statement, warranty or representation contained in the RFT;
5. (*name of organisation/company*) did not use the improper assistance of Tetra Tech International Development   
   or Commonwealth employees or ex-employees, or information unlawfully obtained from Tetra Tech International Development or the Commonwealth in compiling its Tender;
6. (*name of organisation/company*) satisfied itself as to the correctness and sufficiency of its Tender;
7. (*name of organisation/company*) is responsible for all costs and expenses related to its involvement in the RFT, including:
8. preparation and lodgement of the Tender;
9. any subsequent negotiation; and
10. any other action or response in relation to the RFT.
11. Tetra Tech International Development and the Commonwealth are not responsible for any costs or expenses incurred by (*name of organisation/company)* or any other person in responding to or taking any other action in relation to the RFT, whether or not Tetra Tech International Development terminates, varies or suspends the RFT process or takes any other action permitted under the RFT; and
12. *(name of organisation/company)* will comply with the rules set out in the RFT.

Availability of Personnel

1. The personnel nominated in the Tender have been approached and have confirmed their availability to undertake the Services at the time specified.

Security of Personnel

1. The Tenderer warrants that all necessary arrangements will be made to ensure adequate protection/security for personnel in the field.

Tender Price

1. The Tenderer warrants that it can undertake and complete the Services for the Tender Price.

Collusive Tendering

1. Neither the Tenderer nor any of its servants or agents had knowledge of either the technical component of the Tender or the Tender Price for the Services of any other Tenderer prior to the Tenderer submitting its Tender for the Services.
2. Neither the Tenderer nor any of its servants or agents disclosed the technical component of its Tender or the Tender Price for the Services submitted by the Tenderer to any other Tenderer who submitted a tender for the Services or to any other person or organisation prior to the close of Tenders.

Cover Bidding

1. Neither the Tenderer nor any of its servants or agents provided information to any other Tenderer, person or organisation, to assist another Tenderer for the Services to prepare a tender known as a “cover bid”, whereby the Tenderer was of the opinion or belief that another Tenderer did not intend to genuinely compete for the contract.
2. The Tenderer is genuinely competing for the contract and its Tender is not a “cover bid”.

Unsuccessful Tenderers’ Fees

1. Prior to the Tenderer submitting its tender for the Services neither the Tenderer nor any of its servants or agents entered into any contract, agreement, arrangement or understanding that the successful Tenderer for the Services would pay any money, or would provide any other benefit or other financial advantage, to or for the benefit of any other Tenderer who unsuccessfully Tendered for the Tender.

Competitive Neutrality

1. The Tenderer has complied with the principles of competitive neutrality in preparing its Tender (publicly owned Tenderers only).

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959, and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

Insert signature

(Signature of person making declaration)

Declared at insert location on the insert date

Before me,

Insert the name and the title of the person before whom the declaration is made

RFT – AM-12201

Part D - Pricing Schedule & Assessment

# Financial Proposal

Service Providers must submit a Pricing Schedule as a part of their Submission in the separate Microsoft Excel spreadsheet provided.

This should be a stand-alone document and NOT form part of the Technical Proposal. The Pricing Schedule is worth 20% of the total assessment score and will be assessed independently of the Technical Proposal.

**The Financial Proposal should be for the cost of delivering Pre-Departure Training for one (1) cohort of 40 provisional awardees, as per the Scope of Services.**

# Approach to the Financial Proposal

A final price assessment of those tenders assessed as technically suitable by the Technical Assessment Panel (TAP) will be undertaken by the TAP for Tetra Tech International Development. Tetra Tech International Development reserves the right to provide the financial component of any Tender to TAP members for their examination in the context of resource adequacy evaluation against the selection criteria in the technical assessment process.

# Limited Information Required for Price Assessment

The final Pricing Schedule will be negotiated with the preferred Service Provider. The financial detail required for the Pricing Schedule includes the Service Provider’s management fee (**including the cost of the online learning platform**) and personnel costs as indicated in the templated Microsoft Excel spreadsheet (provided to the Service Providers).

**Please note - reimbursable costs associated with the training delivery are not to be included as part of the Pricing Schedule. These costs will be negotiated with the preferred Service Provider as part of the contract negotiations process in line with the mandated service levels.**

Service Providers must complete all sections of the Pricing Schedule spreadsheet template showing their firm quotations in whole Australian dollars ($AUD). Tetra Tech International Development requires these calculations for the purposes of disaggregating and checking the accuracy of Service Providers’ total financial assessment figure.

Service Providers should note that inaccurate or inconsistent calculations in the financial component of any tender may, in Tetra Tech International Development’s sole discretion, be grounds for Tetra Tech International Development to deem that tender non-conforming and exclude it from further consideration under the RFT process.

# Content of Financial Proposal

Service Providers must address the criteria as set out in the table below. These criteria will be used to make a like-for-like financial comparison.

| Financial Proposal Criteria |
| --- |
| a) Fixed Personnel Costs - DESIGN  Personnel costs for the design of the training, expressed as number of days for each nominated personnel (i.e. cost of the Training Designer/s). The Service Provider needs to make an assessment of the number of person/s and days required to design the training. This may be completed by one person or more. The work may be done part-time or full-time. |

|  |
| --- |
| b) Fixed Personnel Costs - DELIVERY  Personnel costs for the delivery of the training, expressed as number of days at a daily rate for each of the nominated personnel. Each of these positions must include a nomination of one person only.  The number of days used to calculate these costs will normally be greater than the actual days of training delivery. Both the Training Leader and Training Facilitator will need to work some additional days on preparation, administration and logistics, preparing the Activity Completion Report and Financial Summary, etc. Service Providers need to make their own assessment of how many person days will be required to undertake these tasks. Noting that this component forms part of the like-for-like assessment. |
| c) Fixed Management Fee  Total management fee to be charged by the Service Provider for the design and delivery of the training as described in the Scope of Services. This must include the proposed online learning platform and any applicable insurances as outlined in the Draft Contract of this RFT at Part E.  Service Providers must clearly detail any other fees to be charged to the training (e.g. financial costs, administration costs, special fees, staff on costs, etc.). These other fees will be subject to approval during the contract negotiation process. Noting again that this component forms part of the like-for-like assessment.  The Fixed Management Fee is exclusive of personnel costs and any other costs directly associated with training design and delivery as outlined in Part B (other than the cost of the proposed online learning platform). |

# Retention of Price Component of Tenders by Tetra Tech International Development

The financial components of all tenders, including those not considered technically suitable, will be retained by Tetra Tech International Development.

# Escalation

There is no provision for escalation.

# Goods and Services Tax (GST)

Refer to clauses 1.21 and 1.22 of the draft Contract.

RFT – AM-12201

Part E - Draft Contract

Tetra Tech International Development’s Services Agreement Template

**Any proposed changes to the Draft Contract (Part E) must be documented in the Technical Proposal.**

Logo

Description automatically generated

**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

(“**Tetra Tech International Development**”)

**AND**

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

(“**Service Provider**”)

**RECITALS**

1. 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 [ Government off Australia / Customer ].
2. 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 this Agreement, which includes the Agreement 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.

# DEFINITIONS

* 1. **Agreement** means this agreement and all schedules, annexures and other documents as may be incorporated by reference.
  2. **Agreement Details** means the details set out in Schedule 2.
  3. **Alternative Service Provider** is defined in clause 4.9.
  4. **Authority** means any Governmental or semi-Governmental, statutory, municipal or public authority, person, instrumentality, department or body (whether autonomous or not) charged with the administration of a Law and includes any health, licensing or other authority having jurisdiction over the Services.
  5. **Business Day** means any day that is not a Saturday or Sunday or a public holiday in South Australia.
  6. **Tetra Tech International Development** means Tetra Tech International Development Pty Ltd.
  7. **Tetra Tech International Development Group Member** means any entity which Controls or is Controlled by, or is under common Control with, Tetra Tech International Development.
  8. **Tetra Tech International Development’s Representative** means the person specified in Schedule 2.
  9. **Commencement Date** means the date specified in Schedule 2.
  10. **Completion Date** means the date specified in Schedule 2.
  11. **Confidential Information** means all information relating to affairs or business of a party including, but not limited to:

1. the terms of this Agreement;
2. trade secrets and confidential know-how;
3. 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 Customer); and
4. all copies, notes and records based on or incorporating the information referred to in clause 1.11(a), 1.11(b) and 1.11(c) 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. **Contract Material** means all Material created or required to be developed or created as part of, or for the purpose of performing, the Services.
   2. **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.
   3. **Customer** means the entity or entities as described under Schedule 2.
   4. **DFAT** means the Australian Government’s Department of Foreign Affairs and Trade.
   5. **Default Event** means those events listed in clause 18.2.
   6. **Deliverables** means the reports and any data or other material specified in Schedule 1 required to be delivered throughout the supply of the Services.
   7. **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.
   8. **Escalation Representative** means the person/s appointed by Tetra Tech International Development and the Service Provider respectively to act as their representative for the purposes of resolving any dispute in accordance with clause 24(c) including delegates as the context permits, being the persons specified in Schedule 1 as at the date of this Agreement.
   9. **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.
   10. **GST** means the tax imposed by the GST Law.
   11. **GST Law** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
   12. **Head Contract** means the contract between Tetra Tech International Development and DFAT in connection with the Services amongst other things.
   13. **Intellectual Property Rights** means all intellectual property rights, including:
5. patents, plant breeders’ rights, copyright, rights in circuit layouts, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
6. 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. **Laws** includes 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.
   2. **Legislative Requirements** means the relevant legislation, regulations, rules and codes and other associated documents applicable to the Services in the country where the Services are taking place.
   3. **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.
   4. **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 Tetra Tech International Development or the Service Provider 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.
   5. **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.
   6. **Notice** means written notice and **notify** has a corresponding meaning.
   7. **Partner Country** means the country/countries in which the Services are to be delivered as specified in the Agreement Details in Schedule 2.
   8. **Parties** means the Service Provider and Tetra Tech International Development, and **Party** means any one of them.
   9. **Personnel** means any subcontractors of the Service Providers and the Service Provider’s 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.
   10. **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 and was developed by the Service Provider independently from this Agreement.
   11. **Prices** means the prices set out in or determined in accordance with Schedule 2.
   12. **Relevant List** means a list of terrorist organisations made under Division 102 of the *Criminal Code Act 1995* (Cth) and the charter of the *United Nations Act 1945* (Cth).
   13. **Representative** means either of the persons nominated as the Service Provider’s Representative and Tetra Tech International Development’s Representative from time to time including delegates as the context permits. Each Party’s Representative as at the Commencement Date is specified in Schedule 2. Either Party may substitute and replace its Representative with reasonable written notice delivered to the other Party.
   14. **Requirement** includes any requirement, notice, order, direction, recommendation, stipulation or similar notification received from or given by any Authority or under any Law, whether in writing or otherwise and regardless of to whom it is addressed or directed.
   15. **Services** means the services specified in item 1 of Schedule 1, which include and are subject to, the special conditions listed in item 2 of Schedule 2 (if any).
   16. **Service Provider** means the Service Provider contracted to perform the Services under this Agreement.
   17. **Service Provider’s Representative** means the person identified in Schedule 2.
   18. **Service Provider’s Nominated Account** means the bank account specified by the Service Provider for payment identified in Schedule 1.
   19. **Specification** means any specifications for the Services in Schedule 1.
   20. **Tax** means any income (including payroll), land, indirect and other taxes, excise, levies, imposts, deductions, charges, duties, compulsory loans and withholdings, including Withholding Payments, financial institutions duty, debits tax or other taxes and includes any interest, penalties, charges, fees, fines or other amounts imposed in respect of any of the above, but does not include GST.
   21. **Term** means the term of this Agreement which commences on the Commencement Date and ends on the Completion Date.
   22. **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.
   23. **Variation** means a change to the Services.
   24. **WHS Legislation** means all applicable Laws and all applicable Requirements (including in the jurisdiction in which the Services are to be performed) regulating matters of occupational health, safety or security.
   25. **Withholding Payment** has the meaning given in Schedule 1 of the *Taxation Administration Act 1953* (Cth).

# INTERPRETATION

* 1. In this Agreement (unless the context requires otherwise):

1. the singular includes the plural;
2. the plural includes the singular;
3. a reference to one gender includes every other gender;
4. words referring to individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures;
5. a reference to a Party includes that Party’s administrators, successors and permitted assigns;
6. 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;
7. a reference to a clause, subclause, schedule or attachment is a reference to a clause, subclause, schedule or attachment of this Agreement;
8. a reference to a clause number includes its subclauses;
9. the word “or” is not exclusive;
10. other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
11. a reference to any thing (including any right) includes any part of that thing, but performance of part of an obligation does not constitute performance of the entire obligation;
12. a reference to any legislation includes all delegated legislation made under it and any amendments, consolidations, replacements or re-enactments;
13. a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
14. a promise on the part of 2 or more persons binds them jointly and severally;
15. a reference to an asset includes property of any nature, a business, right, revenue and benefit;
16. headings are for convenience only and do not affect the interpretation of this Agreement;
17. a reference to a body, other than a party to this Agreement (including an institute, association or authority), whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or substantially succeeds to its powers or functions; and
18. specifying anything in this Agreement after the words ‘includes’, ‘including’ or ‘for example’ or similar expressions does not limit what else is included.
    1. 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:
19. the special conditions (if any) in Schedule 1;
20. these standard terms and conditions (excluding Schedule 2);
21. Schedule 2,

provided that any provision which imposes a greater or higher requirement, standard, level of service or scope on the Service Provider will prevail.

# TERM

* 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.
  2. The Service Provider must commence provision of the Services on the Commencement Date and complete the provision of the Services by the Completion Date as set out in the Agreement Details in Schedule 2.
  3. The Term of this Agreement may be extended as agreed between the Parties in writing and subject to the Service Provider’s performance, availability of funding and DFAT approval.
  4. The Service Provider and Tetra Tech International Development acknowledge and agree that, to the extent that any of the Services have been performed by the Service Provider prior to the Commencement Date, the provisions of this Agreement will also apply to those Services.

# SERVICES

***Provision of Services***

* 1. The Service Provider must provide the Services described in the Schedule 1 in accordance with the terms and conditions of this Agreement.
  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.
  3. Unless this Agreement states otherwise, the Services may be provided by the Service Provider either personally or through the employment/subcontracting of other persons.
  4. In providing the Services the Service Provider must:

1. complete the Services in accordance with the description in Schedule 1.
2. comply with any reasonable Direction given by or on behalf of Tetra Tech International Development from time to time;
3. comply with all policies, procedures and directives of Tetra Tech International Development so far as they are made known to the Service Provider;
4. comply with all applicable standards, regulations, and where applicable, the requirements set out in this clause 4.4;
5. take all reasonable practical measures to ensure the Service Provider's own safety and the safety of the Service Provider's Personnel;
6. provide and use appropriate safety equipment and clothing and require employees of the Service Provider to use that equipment;
7. provide all labour, materials, plant, utilities and equipment necessary to perform the Service Provider's obligations under the Agreement;
8. on request, provide Tetra Tech International Development with written evidence of the Service Provider having:
   * 1. current insurance policies that meet the requirements set out in Schedule 2;
     2. worker’s compensation insurance or insurance to a similar effect, where the Service Provider engages Personnel to deliver the Services and is authorised by this Agreement or Tetra Tech International Development to do so;
     3. required registrations for taxation and such other licences, registration or permits that may be required under the applicable laws of the jurisdiction from where the Service Provider usually conducts its business and where applicable, the jurisdiction where the Services are to be delivered.

***Service Provider non-performance***

* 1. If the Services do not meet their purpose or are not in accordance with this Agreement, Tetra Tech International Development may by notice and at its sole discretion:

1. require the Service Provider to remedy a defect in or redo the Services, by a date specified in the notice (or as otherwise agreed by Tetra Tech International Development), at no additional cost to Tetra Tech International Development; or
2. exercise its right under clause 4.9.
   1. The notice given under clause 4.5(a) (the “**Defect Notice**”) must specify the actions required to remedy the defect and time or date by which actions to remedy the defect must be taken.
   2. Without limiting clause 4.8, if a Defect Notice is given and the Service Provider fails to:
3. remedy a defect in performance of the Services; or
4. redo the Services,

within the time and according to any reasonable requirements specified in the Defect Notice, Tetra Tech International Development may exercise its right under clause 4.9.

* 1. If Tetra Tech International Development has reasonable cause to believe that the Service Provider:

1. has been unable, or is reasonably likely to be unable, to:
   1. comply with clauses 4.4(a) – (e) and clauses 4.4(g) – (h); or
   2. meet the due date for milestone listed in Item 4 of Schedule 2;
2. cannot meet any essential specifications for the Services advised by Tetra Tech International Development (whether such specifications are set out in Schedule 1 or in a Direction or Variation);
3. has or is unlikely to, comply with the Defect Notice,

then Tetra Tech International Development may exercise its right under clause 4.9.

* 1. If clauses 4.5, 4.7 or 4.8 apply, Tetra Tech International Development may, at its sole discretion, engage an alternative service provider (“**Alternative Service Provider**”) to perform such aspects of the Services as it determines necessary to ensure the Services are completed on time and/or in accordance with this Agreement.
  2. Where Tetra Tech International Development engages one or more Alternative Service Provider/s under clause 4.9:

(a) Tetra Tech International Development must issue a notice advising the Service Provider that it will be exercising its right under clause 4.9: (“**Notice of Material Non- Compliance**”). The reasons for issuing the Notice of Material Non-Compliance and details of work the Alternative Service Provider is engaged to perform must be provided in the Notice of Material Non-Compliance;  
(b) reimbursable cost and expenses, which includes all fees, costs and expenses charged by the Alternative Service Provider to carry out the work detailed in the Notice of Material Non-Compliance (together, “**Alternative Service Provider’s Costs**”) must be borne by the Service Provider; and  
(c) the Alternative Service Provider’s Costs and any other reimbursable costs and expenses, will be recoverable by Tetra Tech International Development as a debt due and payable, or in accordance with clause 18.3.

* 1. Any act, omission or conduct by Tetra Tech International Development pursuant to clause 4.9, does not and will not be deemed to:

1. prejudice Tetra Tech International Development’s right of termination under clauses 18 or 19; or
2. constitute a waiver or an election by Tetra Tech International Development to terminate this Agreement.

***Suspension of Services***

* 1. Tetra Tech International Development may Direct the Service Provider to suspend any of the Services for such time as Tetra Tech International Development thinks fit, in which case the Service Provider must comply with that Direction.
  2. Tetra Tech International Development may at any time give the Service Provider a written notice to resume performing any suspended Services, in which case the Service Provider must do so as soon as practicable after the date of the notice.
  3. Any cost incurred by the Service Provider by reason of a suspension under clause 4.12 must be borne by the Service Provider unless the suspension is needed due to an act or omission by Tetra Tech International Development, its employees, consultants or agents, or is solely for Tetra Tech International Development’s convenience, in which case Tetra Tech International Development must pay the Service Provider any extra costs reasonably and necessarily incurred by the Service Provider as a result of the suspension, as reasonably determined by Tetra Tech International Development.
  4. Tetra Tech International Development will not be liable for, or in connection with, (and the Service Provider may not make) any loss, claim or demand in connection with any suspension except under clause 4.15.

***DFAT Funding***

* 1. 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 or DFAT under the Head Contract, DFAT may reduce funding available to Tetra Tech International Development under the Head Contract which relates in whole or in part to the Services under this Agreement and in that event Tetra Tech International Development may reduce the whole or part of the Prices for the Services under this Agreement as determined by Tetra Tech International Development (acting reasonably) after discussions with the Service Provider as contemplated in clause 4.17.
  2. Upon Tetra Tech International Development receiving notice from DFAT of policy or funding decisions as contemplated by clause 4.16, Tetra Tech International Development will notify the Service Provider and the Service Provider will discuss with Tetra Tech International Development, in good faith, a reduction of the Prices under this Agreement having regard to the reduction of DFAT’s funding to Tetra Tech International Development.

# VARIATIONS

* 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.
  2. The Service Provider must not carry out a Variation unless directed to do so by Tetra Tech International Development in writing.
  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.
  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:

1. Direction specifying a Variation; or
2. notice Tetra Tech International Development disagrees, stating its reasons.
   1. If a notice is issued under clause 5.4(b), the Service Provider must comply with the Direction but may, within 20 Business Days, dispute Tetra Tech International Development’s notice under clause 5.4(b) by giving notice under clause 24.
   2. The Service Provider acknowledges that Tetra Tech International Development is not liable for or in connection with (and the Service Provider may not make) any claim relating to any Variation except where such Variation is pursuant to a Direction in accordance with clause 5.1.
   3. 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.
   4. The Service Provider is not obliged to perform a Variation that is outside the general Scope of the Services contained in Schedule 1.
   5. The Service Provider agrees that no Variation will invalidate this Agreement.

# DELIVERABLES

* 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.
  2. Title in the Deliverables will vest in Tetra Tech International Development on their delivery to Tetra Tech International Development.

# SERVICE PROVIDER’S WARRANTIES

* 1. The Service Provider warrants and represents that the Services will:

1. be provided in full, with due care and skill;
2. be provided to a professional standard and in a timely manner;
3. be provided in the most cost-effective manner and using suitable materials;
4. be complete and in accordance with the description in this Agreement;
5. be performed by the Service Provider and/or its Personnel; and
6. be performed to the Specification (if any).
   1. The Service Provider warrants and represents that it has made its own assessment of all information made available to the Service Provider in respect of the Services and sought all appropriate professional advice.
   2. The Service Provider acknowledges and agrees that Tetra Tech International Development is relying on the representations and warranties made by the Service Provider in connection with this Agreement (including the warranties and representations set out in this clause 7).

# SERVICE PROVIDER’S RELATIONSHIP AND CONDUCT

* 1. The Service Provider must:

1. 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 Tetra Tech International Development Code of Conduct and Client Service Standards as stated in Schedule 4 or any Code of Ethics for the Australian Government, and,
2. ensure that its Personnel observe and comply with the provisions of this Agreement.
   1. Nothing in this Agreement (including this clause 8) constitutes a relationship of employer and employee, principal and agent, or partnership between Tetra Tech International Development and the Service Provider.
   2. The Service Provider acknowledges that this Agreement (including this clause 8) does not give the Service Provider or the Service Provider's employees authority to bind Tetra Tech International Development.
   3. 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.

# SERVICE PROVIDER’S REPRESENTATIONS

* 1. The Service Provider warrants and represents that prior to entering this Agreement it has made such enquiries and examined such information as it considers necessary to satisfy itself:

1. as to the nature, scope extent and degree of difficulty of the services to be performed by it pursuant to this Agreement; and
2. 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 Services.
   1. The Service Provider warrants and represents that, at the date of signing this Agreement, no conflict of interest exists, or is likely to arise in the performance of its obligations under this Agreement.
   2. The Service Provider must use its best endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Agreement.

# NO MINIMUM PURCHASE

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

# NON-EXCLUSIVITY

* 1. This Agreement is entered into on a non-exclusive basis.
  2. Tetra Tech International Development may purchase other services similar to the Services in this Agreement from other providers.

# PRICE

* 1. In consideration for the supply of the Services, Tetra Tech International Development will pay the Prices.
  2. The Prices include all taxes, duties or government charges imposed or levied in Australia or overseas in connection with this Agreement.
  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.

# TERMS OF PAYMENT

* 1. The Service Provider must submit to Tetra Tech International Development correctly rendered invoices.
  2. An invoice will be correctly rendered if:

1. it complies with the requirements of this Agreement;
2. the Service Provider’s Nominated Account (or the account nominated pursuant clause 13.4) is correctly set out; and
3. if appropriate and required by Tetra Tech International Development, it is accompanied by documentation substantiating the amount claimed.
   1. Unless this Agreement states otherwise, Tetra Tech International Development will pay for the Services within 30 days after:
4. completion of the Services; or
5. receipt of a correctly rendered invoice for the Services,

whichever occurs later.

* 1. If the Service Provider wishes to nominate a bank account for payment that is not the Nominated Account set out Schedule 2 of this Agreement, the Service Provider must information to enable Tetra Tech International Development to verify the bank account. Tetra Tech International Development will only make payment where it has verified the bank account information.
  2. A payment by Tetra Tech International Development to the Service Provider is not an admission of liability.
  3. If Tetra Tech International Development makes a payment and subsequently learns that performance specifications have not been met or that, on review, the amount is greater than the amount payable under this Agreement, the payment is deemed an overpayment and recoverable from the Service Provider.
  4. Any overpayment may be offset against any amount subsequently due to the Service Provider or may be recovered in Court as a debt due and payable to Tetra Tech International Development.
  5. The Service Provider agrees that any amount paid by Tetra Tech International Development under this Agreement can be taken to offset against any claims of underpayment at a later date.
  6. Without limiting Tetra Tech International Development’s rights or remedies under this Agreement or at law, if Tetra Tech International Development elects, in accordance with the Agreement, to recover an amount from the Service Provider or the Service Provider otherwise owes any debt to Tetra Tech International Development in relation to the Agreement, Tetra Tech International Development may:

1. deduct the amount from payment of any claim; or
2. give the Service Provider notice of the existence of a debt recoverable which is to be paid by the Service Provider within 30 days after receipt of notice.

# INTELLECTUAL PROPERTY RIGHTS

* 1. This clause 14 does not affect the ownership of the Intellectual Property Rights in any Pre-Existing Service Provider Material or Third-Party Material.
  2. The Service Provider must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Pre-Existing Service Provider Material or Third-Party Material available as part of the Services.
  3. All Intellectual Property Rights in the Contract Material vest in Tetra Tech International Development on creation.
  4. To the extent that:

1. Tetra Tech International Development needs to use any of the Pre-Existing Service Provider Material or Third-Party Material to receive the full benefit of the Services, the Service Provider grants to, or must obtain for Tetra Tech International Development, a perpetual, world-wide, royalty free, non-exclusive licence that includes the right to sublicense, use, reproduce, adapt, modify and communicate that Pre-Existing Service Provider Material or Third-Party Material;
2. the Service Provider needs to use any of the Contract Material, Tetra Tech International Development grants to the Service Provider, subject to any conditions or restrictions specified by Tetra Tech International Development, a world-wide, royalty-free, non-exclusive, non-transferable licence that includes the right to sublicense, use, reproduce, adapt, modify, distribute and communicate such Contract Material solely for the purpose of providing the Services.
   1. The licence granted to Tetra Tech International Development under Clause 14.4(a) does not include a right to exploit the Pre-Existing Service Provider Material or Third-Party Material for commercial purposes.
   2. The licence granted to the Service Provider under Clause 14.4(b) does not include a right to exploit the Contract Material for commercial purposes.
   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 Services.

# INDEMNITY

* 1. The Service Provider indemnifies, and undertakes to keep indemnified, Tetra Tech International Development and Tetra Tech International Development’s officers, employees, agents and contractors, 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 or Tetra Tech International Development’s officers, employees, agents and contractors arising out of or in connection with:
     1. any negligence, wrongful act or omission, wilful default, wilful neglect, Fraud or breach of duty by the Service Provider or any of its Personnel;
     2. any breach of a warranty given by the Service Provider under this Agreement;
     3. any Default Event or breach by the Service Provider of any of the provisions of this Agreement;
     4. loss of, or damage to, any real or personal property owned, leased licensed or controlled by Tetra Tech International Development, or any real or personal property of any third party, arising out of or in connection with the performance of the Services or any activity for which the Service Provider is directly or indirectly responsible;
     5. personal injury (which includes illness) or death of any person arising out of or in connection with the performance of the Services or any activity for which the Service provider is directly or indirectly responsible; and
     6. any contamination which has been caused or contributed to by the acts or omissions of the Service Provider or its Personnel.
  2. The Service Provider’s liability to indemnify Tetra Tech International Development under this clause 15 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.
  3. This clause will survive termination of this Agreement.

# INSURANCE

* 1. The Service Provider must effect and maintain the insurance policies set out in Schedule 2 (**Insurance Policies**) for the times and in the manner specified in this clause 16, except to the extent that a particular risk is insured against under other insurance effected in compliance with this clause 16.
  2. For clarity, the terms of this clause 16 do not alter the allocation of risk or liability between the parties as provided for under any other clause of this Agreement.
  3. The Service Provider must use reasonable best endeavours to ensure that its subcontractors are insured as required by this clause 16 as is appropriate (including with respect to the amount of insurance, types of insurance and period of insurance) given the nature of services or work to be performed by them, as if they were the Services Provider.
  4. With the exception of statutory insurances, the insurance required under this clause 16 shall be effected with an insurer with a financial security rating of "A-" or better by Standard & Poors (or the equivalent rating with another recognised rating agency), or a reputable insurer approved by Tetra Tech International Development, acting reasonably.
  5. 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.
  6. The Insurance Policies may only be cancelled or changed if:
     1. the cancellation or change will not constitute a breach of this Agreement; and
     2. the Service Provider has provided at least 14 days’ prior written notice to Tetra Tech International Development.
  7. The obtaining of any insurance by the Service Provider in accordance with this clause 16 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.
  8. 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 16 if it lapses or if cover is exhausted.
  9. 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.
  10. The Service Provider must effect and/or maintain the Insurance Policies referred to in this clause 16 on or before the date of execution of this Agreement until, subject to clause 16.8, the end of the Term.
  11. If is the wording of an Insurance Policy specified in Schedule 2 is constructed on a claims made basis, that insurance must be maintained without interruption until the earlier of:
      1. 7 years after completion of the Services under this Agreement; or
      2. 7 years following earlier termination of this Agreement.
  12. 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 or such other proof of the currency and terms of the insurances required under this clause 16 that Tetra Tech International Development reasonably requires.
  13. In respect of each insurance required under this clause 16, the Service Provider must:
      1. promptly inform Tetra Tech International Development if it becomes aware of any actual, threatened or likely claims which could materially reduce the available limits of indemnity and shall reinstate or replace any depleted aggregate limit of indemnity resulting from claims that are unrelated to the Services, if requested to do so by Tetra Tech International Development; and
      2. 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.
  14. If the Service Provider fails to effect and maintain the insurances in accordance with this clause 16, Tetra Tech International Development may (in addition to any other rights Tetra Tech International Development may have) at its sole discretion:
      1. effect and maintain those insurance and Tetra Tech International Development may elect to recover the amount from the Service Provider under clause 13.9; or
      2. provide a notice of termination for default in accordance with clause 18; or
      3. 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 Services, until such time as the Service Provider has fully complied with this clause 16.
  15. The Insurance Policies are primary and not secondary to the indemnities in this Agreement. The parties acknowledge and agree that if a claim is made under an Insurance Policy, 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.
  16. In specifying insurance requirements in this Agreement Tetra Tech International Development accepts no liability for the completeness of the listed insurance requirements, 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.
  17. 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.
  18. 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.
  19. **FORCE MAJEURE**
  20. “**Force Majeure Event**” is limited to the following specific events or circumstances: earthquake, landslide, fire, explosion, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, martial law or confiscation by order of any government or authority, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, riot, civil disturbance, blockade or acts of terrorism, pandemic or epidemic which prevents a Party (“**the** **Affected Party**”) from complying with any of its obligations under this Agreement and which that the Affected Party:
      1. did not cause or contribute to (by breach of this Agreement or otherwise);
      2. cannot reasonably control or influence; and
      3. where the Affected Party is the Service Provider, cannot be prevented or avoided or overcome, through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of services from another source and work around plans.
  21. If either party is prevented from performing any obligations under this Agreement by a Force Majeure Event, then provided that the Affected Party has complied with clause 17.3, such obligations will be suspended, and the Affected Party will have no liability to the other party for failure to perform them, to the extent their performance is prevented by the Force Majeure Event.
  22. The Affected Party must:
      1. notify the other Party immediately if a Force Majeure Event is preventing it, or is likely to prevent it, from complying with any of its obligations as soon as it becomes aware of the Force Majeure Event and provide full details of the Force Majeure Event including:
         1. the obligations affected;
         2. the nature, extent and likely duration of the effect on those obligations; and
         3. the actions taken or proposed to be taken by the Affected Party to remedy, abate, mitigate or minimise the effects of the Force Majeure Event;
      2. use all reasonable diligence and means to remedy, abate, mitigate or minimise the effect of the Force Majeure Event;
      3. notify the other party in writing when resumption of performance can occur; and
      4. promptly resume performance (and give notice of such resumption) as soon as reasonably possible.
  23. The Affected Party must bear its own costs incurred in connection with a Force Majeure Event and the other Party is not liable for (and the Affected Party may not make) any claim or demand relating to a Force Majeure Event.

# TERMINATION

* 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.
  2. A Default Event will be taken to have occurred if any of the following events occurs:
     1. the Service Provider fails to start providing the Services on the Commencement Date;
     2. the Service Provider fails to proceed at a rate likely to achieve completion of the Services by the Completion Date;
     3. the Service Provider fails to complete the Services by the Completion Date;
     4. the Service Provider ceases to provide the Services at any time during the Term (if any) specified in this Agreement;
     5. the Service Provider fails to:

(i) effect and maintain insurance as required by clause 16; or

(ii) provide Tetra Tech International Development with proof of appropriate insurance upon request by Tetra Tech International Development as required by clause 16;

* + 1. 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;
    2. any step is taken to enter into any arrangement between the Service Provider and the Service Provider's creditors;
    3. the Service Provider ceases to be able to pay the Service Provider's debts as they become due;
    4. the Service Provider ceases to carry on business; or
    5. 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.
  1. Where, before termination of this Agreement under this clause 18, Tetra Tech International Development has made payment to the Service Provider in advance of performance and completion of the Services but:
     1. some or all of the Services were not performed or completed; or
     2. clause 4.9 applies,

the Service Provider must on or before termination repay that amount to Tetra Tech International Development. If not so re-paid, the amount is recoverable by Tetra Tech International Development from the Service Provider as a debt.

* 1. If this Agreement is terminated under this clause 18:
     1. the Parties are relieved from future performance without prejudice to any right of action that has accrued at the date of termination;
     2. rights to recover damages are not affected; and
     3. 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.

# TERMINATION FOR CONVENIENCE

* 1. 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, DFAT has an unfettered discretion to, by notice to Tetra Tech International Development, terminate or reduce the scope of the Head Contract.
  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 19.2 include the discretion to terminate immediately on notice 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.
  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.
  4. If Tetra Tech International Development terminates this Agreement under this clause 19, 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:
     1. fees and any Reimbursable Costs, as payable under item 1 of Schedule 2 (Agreement Details) for Services provided before the effective date of termination (on a pro-rata basis, if applicable); and
     2. 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.
  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 19.2 except as expressly provided under this clause 19.

# 20 CONFIDENTIALITY

* 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.
  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 20.2, a Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.
  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.

# 21 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.

# 22 PRIVACY

22.1 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:

* + 1. comply with the Australian Privacy Principles as they apply to Tetra Tech International Development, 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;
   * 1. 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;
     2. 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;
     3. 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
     4. 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.

22.2 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.

# 23 TAXES

* 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 GST imposed under the GST Act. Payment by Tetra Tech International Development to the Service Provider of the GST 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 GST Act and regulations.
  2. The total amount of GST 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.
  3. If the GST payable for any taxable supply under this Agreement varies from the additional amount payable under clause 23.1 as a result of an adjustment event, any additional GST must be paid by the recipient, or any credit of GST must be refunded by the supplier, upon receipt of an adjustment note from the supplier.
  4. Where the recipient is required to reimburse or indemnify the supplier under this Agreement, the supplier shall take into account any input tax credit to which it is entitled before increasing the amount of the reimbursement or indemnity on account of GST under this clause.
  5. The Service Provider must pay all Taxes in connection with this Agreement (not including GST) and indemnifies and holds harmless Tetra Tech International Development against any such Taxes.
  6. If Tetra Tech International Development is required to make a Withholding Payment from any amount payable to the Service Provider, the Tetra Tech International Development will pay the Service Provider the balance of the amount payable after deduction of the Withholding Payment.

# 24 DISPUTE RESOLUTION

* 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:  
     1. 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;
     2. 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;
     3. if still unresolved, refer the dispute to each Party’s Escalation Representatives, who must in good faith work to resolve the dispute within a further 10 Business Days or any other agreed period;
     4. 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
     5. 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.
  2. The Escalation Representative may delegate all or some of his or her powers in relation to resolving the dispute and, notwithstanding anything in this clause 24, the Escalation Representative of either Party may be substituted and replaced with reasonable written notice delivered to the other Party.
  3. Notwithstanding any existing dispute between the Parties, or that legal proceedings are pending or current, and subject to clause 13, each Party and its Personnel must continue to comply with their obligations under this Agreement.

# 25 NOTICES

* 1. A notice given under this Agreement:
     1. must be in writing, signed by the Representative, or other authorised officer, marked for the attention of the person set out in Schedule 2, 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
     2. 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.

# COUNTER-TERRORISM

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:

* + 1. organisations and/or individuals associated with terrorism, or
    2. organisations and individuals for whom Australia has imposed sanctions under:

1. the Charter of the *United Nations Act 1945* (Cth) and regulations made under that Act;
2. the *Autonomous Sanctions Act 2011* (Cth) and regulations made under that Act; or
3. the World Bank List or a Relevant List.

**27 MODERN SLAVERY**

* 1. The Service Provider warrants and agrees that:
     1. it has not engaged, and will not engage, in any Modern Slavery practices;
     2. it complies with and will continue to comply with Modern Slavery Laws;
     3. it has investigated the risk of Modern Slavery within its operations, and those of its supply chain;
     4. it assesses and addresses risks regarding Modern Slavery, including implementing appropriate due diligence and, where required, remediation programs;
     5. it will, as soon as possible, notify Tetra Tech International Development 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;
     6. it has all the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in clauses 27.1(a) to (e).
  2. The Service Provider must comply (and ensure that its subcontractors comply) with any requests made by Tetra Tech International Development to provide any assistance, information, documents or interview any person as required by the Tetra Tech International Development to enable Tetra Tech International Development to discharge any obligations arising under the Modern Slavery Laws.
  3. The Service Provider indemnifies Tetra Tech International Development against all actions, claims, demands and proceedings against Tetra Tech International Development, and all losses, damages, costs, expenses and other liabilities suffered or incurred by Tetra Tech International Development, arising from any failure by the Service Provider to comply with its obligations under this clause 27.

# PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

* 1. The Service Provider must either:
     1. develop and implement a written policy and procedure that sets out how the Service Provider will work to prevent sexual exploitation, abuse and harassment (“**PSEAH**”) policy that includes the requirements set out in clause 28.2,
     2. comply with and take all necessary steps to ensure it remains complaint and acts in accordance with the principles, minimum standards and reporting requirements that are set out in the DFAT PSEAH Policy, accessible at <http://www.dfat.gov.au/pseah>

to the extent relevant to the services the Service Provider is engaged to perform.

* 1. If 2828.1(a) applies, the PSEAH Policy must:
     1. set out procedures for reporting and investigating allegations of sexual exploitation, abuse and harassment (“**SEAH**”), managing risks of SEAH and communicating the expectations of the PSEAH Policy to all of the Service Provider’s Personnel; and
     2. include the principles, minimum standards and reporting requirements that are materially the same as those set out in the DFAT PSEAH Policy, accessible at <http://www.dfat.gov.au/pseah>
  2. If the Service Provider is authorised to engage third party Personnel to perform the Services, the Service Provider will ensure that relevant agreements with such Personnel impose an obligation to comply and act in accordance with the DFAT PSEAH Policy or where applicable, the Service Provider’s PSEAH Policy, to the extent relevant to any services or other services the Subcontractor is engaged to perform.

# 29 CHILD PROTECTION

* 1. The Service Provider must develop and implement arrangements for effective safeguarding of children (“**Child Protection Framework**”) that includes all relevant requirements set out in clause 29.2, to the extent relevant to the services the Service Provider is engaged to perform.
  2. The Child Protection Framework must include systems, procedures and operational controls that provide for:
     1. effective leadership to enable the safeguarding of children;
     2. provisions within employment contracts and agreements with subcontractor Personnel that prevent (or empower the Service Provider to prevent) a person from working with children if they present an unacceptable risk to children;
     3. appropriate disciplinary action to dismiss, suspend or transfer to other duties, any employee who breaches relevant requirements of the Child Protection Framework;
     4. recruitment screening processes for all Personnel that will, or are reasonably likely to, have contact with children when performing their role, with such screening processes including:
  3. criminal record checks before engagement or where such checks are not available or unreliable, a legal declaration made by the relevant individual confirming that there are no convictions or charges pending for offences relevant to the safety of children, including violent or sexual offending against a child; serious or aggravated animal cruelty; recording images of or filming a child; intentional harmful conduct including poisoning and arson; and
  4. verbal referee checks,
     1. implement measures to prevent inappropriate, use of images and personal information of children from promotion, fundraising or education and which ensure the privacy and safeguarding of children.
  5. The Service Provider will ensure that its agreements with all subcontractor Personnel impose an obligation on any subcontractor Personnel to comply with relevant requirements of the Service Provider’s Child Protection Framework, to the extent relevant to any Services they are engaged to perform.

1. **FRAUD**
   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.
   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.
   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 and in any event, within five (5) Business Days of becoming aware of such event. The written report to Tetra Tech International Development must be signed by a Service Provider authorised person and must include the following (where known):
      1. name of any Personnel (including any subcontractors) involved;
      2. the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
      3. the names of the suspected offender(s) (where known);
      4. details of witnesses;
      5. copies of relevant documents;
      6. references to any relevant legislation;
      7. a nominated contact officer;
      8. 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
      9. the current status of any inquiries commenced by the Service Provider.
2. **ANTI – CORRUPTION**
   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.
   2. Any breach of this clause 31 will entitle Tetra Tech International Development to issue a notice under clause 18 to terminate this Agreement immediately.
3. **WORK HEALTH AND SAFETY** In carrying out the Services the Service Provider must:
   * 1. comply, and ensure that any subcontractor, subconsultant comply, with all WHS Legislation, codes of practice, standards and policies and other requirements of this Agreement in respect of work health and safety;
     2. 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;
     3. ensure so far as is reasonably practicable, that the health and safety of other persons is not put at risk;
     4. 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;
     5. 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; and
     6. allow Tetra Tech International Development or its agents to review, inspect, audit or otherwise observe the Service Provider’s health and safety systems, work practices and procedures related to the Services at any time, at the Service Provider’s cost, without Tetra Tech International Development incurring any liability or responsibility for such matters.
4. **PUBLICITY** 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.
5. **NOVATION, ASSIGNMENT AND SUBCONTRACTING**
   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.
   2. The Service Provider is permitted to subcontract any part of the Services but remains responsible for delivery of the Services.
   3. Where the Service Provider subcontracts any part of the Services, the work undertaken by the Service Provider’s Personnel must be performed to the same standards as stated in this Agreement.
   4. The Service Provider will not, as a result of any subcontracting arrangement, be relieved from the performance of any obligation under this Agreement and will be liable for all acts and omissions of any subcontracted Personnel as though they were the actions of the Service Provider itself.
   5. The Service Provider must not assign or attempt to assign any rights under this Agreement without Tetra Tech International Development’s written consent.
6. **PERFORMANCE ASSESSMENT**
   1. The Service Provider acknowledges and agrees that DFAT may issue a Service Provider performance assessment in relation to this Agreement.
   2. The Service Provider agrees that DFAT or Tetra Tech International Development may issue:
      1. a Service Provider performance assessment; or
      2. Service Provider key personnel performance assessments, in relation to the Agreement
   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.
7. **COMPLIANCE WITH CUSTOMER AND TETRA TECH INTERNATIONAL DEVELOPMENT POLICIES AND PROCEDURES**
   1. The Service Provider 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 Partner Country.
   2. The Service Provider must ensure that it and its Personnel comply with DFAT and Commonwealth Government policies and guidelines applicable to the Services, including where relevant:
      1. *Right to Freedom From Slavery and Forced Labour*, accessible on the Attorney-General’s Department website at: <https://www.ag.gov.au/rights-and-protections/human-rights-and-anti-discrimination/human-rights-scrutiny/public-sector-guidance-sheets/right-freedom-slavery-and-forced-labour>
      2. *Counterterrorism Policy* and *Development Approaches to Countering Violent Extremism: Policy Framework and Guidance Note*, accessible online on the DFAT website at: <https://www.dfat.gov.au/aid/topics/development-issues/Pages/development-approaches-to-countering-violent-extremism>
      3. *Child Protection Policy* and in particular, the child protection compliance standards at Attachment 1 of DFAT’s *Child Protection Policy*, accessible on the DFAT website at <https://www.dfat.gov.au/about-us/publications/pages/child-protection-policy>;
      4. *Preventing Sexual Exploitation, Abuse and Harassment Policy*, accessible on the DFAT website at: <https://www.dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment>
      5. *Disability Inclusive Development Guidance Note*, accessible on the DFAT website at*:* [*Disability Inclusive Development Guidance Note (dfat.gov.au)*](https://www.dfat.gov.au/sites/default/files/disability-inclusive-development-guidance-note.pdf), and the Accessibility Design Guide: Universal Design Principles for Australia’s Aid Program, accessible on the DFAT website at: <https://www.dfat.gov.au/about-us/publications/Pages/accessibility-design-guide-universal-design-principles-for-australia-s-aid-program>. Note that this requires where applicable, the involvement of people with disabilities, increasing inclusion related to a range of disabilities, and ensuring universal accommodation and accessible information.
      6. *Foreign Bribery Guidelines*, accessible online on the Attorney General’s website at: <https://www.ag.gov.au/crime/foreign-bribery>
      7. *Fraud Control Policy* *and Fraud Control Toolkit for Funding Recipients*, accessible on the DFAT website at: <https://www.dfat.gov.au/about-us/publications/Pages/fraud-control-toolkit-for-funding-recipients>
      8. *Promoting Opportunities For All – Gender Equality and Women’s Empowerment*, accessible on the DFAT website at <http://www.dfat.gov.au/about-us/publications/Pages/promoting-opportunities-for-all-gender-equality-and-women-s-empowerment.aspx>
      9. *Family Planning and the Aid Program: Guiding Principles*, accessible on the DFAT website at: <http://dfat.gov.au/about-us/publications/Pages/family-planning-and-the-aid-program-guiding-principles.aspx>
      10. *Environmental and Social Safeguards Policy*, accessible on the DFAT website at: <https://www.dfat.gov.au/aid/topics/aid-risk-management/Pages/environmental-and-social-safeguards>, and the environmental management and protection actions in the *Environment Management Guide for Australia’s Aid Program (2012)* accessible online at: <https://acfid.asn.au/sites/site.acfid/files/resource_document/Environment-management-guide-2012-summary-AusAid.pdf>
      11. DFAT's Environmental Management System outlined in the *DFAT Environment Protection Policy (2014)* accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au). Note that this requires, where relevant to the Services:
          1. assessing and managing all actual or potential environmental impacts, both direct and indirect, to avoid or mitigate negative impacts and promote positive impacts;
          2. reporting regularly on any such impacts as required or directed by Tetra Tech International Development or DFAT; and
          3. comply with all relevant environmental laws and regulations of the jurisdiction of the Principal Place of Services.
      12. *Commonwealth Procurement Rules* and Guidelines which require supplier practices to be efficient, effective, economic and ethical, accessible on the Department of Finance website at: <https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>
   3. The Service Provider must abide by any policies and procedures that Tetra Tech International Development requires, as varied from time to time.
   4. The Service Provider will sign the Code of Conduct and Client Service Standards as attached at Schedule 4.
8. **NOTIFICATION TO TETRA TECH INTERNATIONAL DEVELOPMENT**
   1. The Service Provider must immediately notify Tetra Tech International Development if the Service Provider, including its Personnel is:
      1. subject to a change in Control of its legal entity;
      2. on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or a Relevant List;
      3. 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;
      4. temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
      5. temporarily suspended from tendering by a donor of development funding; and/or
      6. the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.
   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 Agreement.

**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 SERVICES**

**SCOPE OF SERVICES**

**Enter text here**

**SPECIAL CONDITIONS**

# SCHEDULE 2

**AGREEMENT DETAILS**

|  |  |
| --- | --- |
| SERVICE PROVIDER: |  |
| PROJECT: |  |
| COMMENCEMENT DATE: |  |
| COMPLETION DATE: |  |
| LOCATION: |  |
| PARTNER COUNTRY: |  |
| CUSTOMER: |  |
| HEAD CONTRACT: | **Title:** |
|  | **Date of execution:** |

**PRICES**

The total amount payable for the Services will not exceed the sum of up to: **AUD XXXXX excluding GST**. 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 Directed by Tetra Tech International Development.

**MILESTONE PAYMENTS**

Tetra Tech International Development will pay the Service Provider the Prices for the Services in instalments known as milestone payments as described in this schedule (“**Milestone Payments**”).

Where a Milestone Payment is to follow acceptance of a report, Tetra Tech International Development is not obliged to make full payment until all of the outputs to be achieved by the Service Provider in the period covered by the report have been achieved to its satisfaction.

The Milestone Payments will be payable to the Service Provider progressively, on Tetra Tech International Development’s acceptance of the satisfactory completion of identified outputs and a correctly rendered invoice.

Milestone Payments will be paid within 30 days of acceptance by Tetra Tech International Development of the milestones being completed to its satisfaction as summarised below:

**MILESTONES:**

| Milestone | Description | Payment Amount (excl. GST) | Due Date (including invoice) | Acceptance by Tetra Tech International Development |
| --- | --- | --- | --- | --- |
| 1 | Detailed Draft Training Design and Delivery Plan for Tetra Tech approval | 35% of fixed costs | Within seven (7) days after contract signing | Written acceptance |
| 2 | Submission of all training materials to AAC | 15% of fixed costs | Within fourteen (14) days after contract signing | Written acceptance |
| 3 | Delivery of core training according to the approved Plan, Budget and Training Program during this period. | 25% of fixed costs | Within seven (7) days after the end of the Pre-Departure Training | Written acceptance |
| 4 | Completion Report including financial report | 25% of fixed costs  Reimbursable Costs (with full supporting documents) | Within fourteen (14) days after the end of the Pre-Departure Training | Written acceptance |

**CLAIMS FOR PAYMENT**

The Service Provider 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:

1. that the invoice has been correctly calculated;
2. that the services included in it have been performed in accordance with this Agreement.

All claims for payment must be made to:

XXXX

Senior Project Manager

Tetra Tech International Development Pty Ltd

33 Richmond Road Keswick SA 5035

Email: @tetratech.com

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.

Subject to the provisions of the Agreement, on receipt of a correctly rendered invoice, Tetra Tech will pay the invoiced amount to the Service Provider’s Nominated Account as detailed below:

**Bank:**

**Address:**

**Account Name:**

**BSB:**

**Account Number:**

**SWIFT Code:**

**INSURANCE POLICIES REQUIRED:**

1. 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;
2. Motor Vehicle third party property damage insurance;
3. Lawful and adequate Workers’ Compensation insurance which:
   1. 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;
   2. 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
   3. 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;
4. Adequate property insurance covering any material created under this Agreement, supplies and the reinstatement of data while in the care, custody or control of the Service Provider for its full replacement value;
5. Adequate Professional Indemnity insurance to cover the Service Provider’s obligations under this Agreement. The Service Provider must maintain the necessary insurance for the term of this Agreement and until the expiration of 7 years after the end of the Term;
6. Adequate medical and dental insurance for its Personnel who are engaged outside their country of permanent residence; and
7. 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:

**ESCALATION REPRESENTATIVES- In the event of a dispute**

**Tetra Tech International Development’s Escalation Representative**

Name:

Position:

Telephone:

Email:

**Service Provider’s Escalation Representative**

Name:

Position:

Telephone:

Email:

# SCHEDULE 3

**SERVICE PROVIDER’S PROPOSAL**

**Enter text here or insert Service Provider’s proposal**

# 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:   * + 1. vehicles     2. offices     3. car parks     4. client worksites     5. demountables     6. workshops     7. warehouses     8. 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 companyunless 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. Action up to and including termination of this agreement will be taken in the event of any Employee participating in corrupt conduct. Conduct that constitutes a criminal offence will be referred to the appropriate authority.

***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 termination of this agreement or other action.

**The Service Provider acknowledges that it has read and understood the above Code of Conduct and Client Service Standards.**

**The Service Provider will ensure that it and its Personnel (where applicable) comply with the Code of Conduct and Client Service Standards requirements, as applicable to them as employees of an independent contractor of Tetra Tech International Development Pty Ltd.**

|  |  |
| --- | --- |
| **Signature:** |  |
| **Name:** |  |
| **Position:** |  |
| **Program:** |  |
| **Date:** |  |

**Acknowledged by Tetra Tech International Development**

|  |  |
| --- | --- |
| **Signature:** |  |
| **Name:** |  |
| **Date:** |  |

1. Can be combined with another role [↑](#footnote-ref-2)
2. As above [↑](#footnote-ref-3)