



Australian
Infrastructure
Financing Facility
for the Pacific



TETRA TECH
International Development

Request for Proposal

for

Refurbishment Shutdown & Replacement Energy Options Study for the Ramu 1 Hydroelectric Power Station, PNG

RFP No: AM-11067

Structure of Invitation

Part A - Invitation and Rules of Proposal

Part B – Scope of Services

Part C – Draft Contract

Part D – Supplier's Response Form

Any Annexures with further information for Suppliers

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1 Invitation

Interested parties are invited to submit a proposal to Tetra Tech International Development Pty Ltd in accordance with the instructions for the 'refurbishment shutdown & replacement energy options study for the Ramu 1 hydroelectric power station, Papua New Guinea' ("Project Requirements") for the Australian Infrastructure Finance Facility in the Pacific (AIFFP).

2 Background

Tetra Tech International Development Pty Ltd, the managing contractor of the AIFFP Support Unit (AIFFP SU) program on behalf of the Australian Government's Department of Foreign Affairs and Trade (DFAT), is a duly registered Australian company located at 'Tower B Citadel Tower' Level 20, 799 Pacific Highway, Chatswood, NSW, 2067, Australia, referred to as "Tetra Tech International Development"

PNG Power Ltd (PPL), the national electricity company of Papua New Guinea (PNG), is obtaining financing from the Australian Government — through AIFFP — for the full refurbishment of the Ramu 1 hydropower plant (HPP).

PPL, AIFFP and the Government of PNG (GoPNG) need to better understand the power system planning and operational implications of a prolonged shutdown of Ramu 1 and the options available to temporarily replace the electrical energy and ancillary services that Ramu 1 would normally provide.

PPL, AIFFP and the Government of PNG (GoPNG) need to better understand the power system planning and operational implications of a prolonged shutdown of Ramu 1 and the options available to temporarily replace the electrical energy and ancillary services that Ramu 1 would normally provide.

The overall objective of the options analysis is to inform decision making regarding the planning of the outage, preparations for shutdown, potential costs of the shutdown, and the formulation of contractual arrangements for replacement energy and ancillary services.

3 Scope

The following information is provided for respondents' assistance:

PPL is seeking advice from a suitably qualified consultancy firm on options to replace the energy and ancillary services that Ramu 1 normally provides the Ramu system (i.e. energy, MVARs, frequency control, voltage control, network support, etc.). The options to be developed should be based on least-cost power system planning analysis that covers both dispatch modelling and power flow analysis.

In addition, the options study should assess the projected changes in the Ramu system's dispatch and costs following the successful refurbishment of Ramu 1. This study is expected to build on past work on PNG's power systems and draw on international best practice for managing the engineering, financial, commercial and regulatory issues relating to outages of major power stations, while taking into account the specific legal, regulatory, political and commercial challenges of PPL and PNG.

The scope of the study, in summary is:

- a) Critically review existing studies and models
- b) Scenarios and options development
- c) Power system modelling
- d) Power flow modelling
- e) Economic, financial, commercial and regulatory issues and options assessment

The full Scope of Services required is set out in Part B.

4 Procurement Process

These services will be procured by the AIFFP SU via an approach to open market through this RFP. Submissions to this RFP will go through an evaluation in accordance with the Evaluation Process detailed within this RFP. The successful tenderer will participate in standard due diligence requirements and, on successful contract negotiation, will undertake the relevant Scope of Services, as detailed in Part B.

5 Contact Officer

5.1 The only person authorised by Tetra Tech to communicate with Tenderers is the Procurement Manager. Tenderers cannot rely on communications with any other person.

5.2 The Contact Officer is:

Name: Geoff McConnell

Title: AIFFP SU Procurement Specialist
(Procurement Manager)

Email: aiffp.su.tender@tetrattech.com; cc'd to geoff.mcconnell@tetrattech.com

6 Briefing

Respondents are invited to have a representative attend a briefing to be held at on-line on 3pm (AEDT) Friday 9 February 2024.

Respondents wishing to attend the briefing should register with the Contact Officer (details as per section 5 above) in order to receive a briefing invitation.

7 Submission Lodgement

The Closing Time for submitting a proposal is Thursday 29 February 2024 at 3.00pm (AEDT).

All proposals must be emailed to:

Name: Timothy Singleton

Email: aiffp.su.tender@tetrattech.com

Proposals submitted after the Closing Date and Time will be considered in accordance with the rules of this RFP.

8 Last Queries Date

If there are parts of the document that respondents do not understand, respondents should contact the nominated Contact Officer detailed in the bid document prior to the last queries date.

The Last Queries Date is Monday 26 February at 1:00pm (AEDT).

9 Submission Format

The Consultant is requested to prepare the proposal as stated in the Rules for Proposal in addition to the following:

The Consultant is to submit a single compressed folder labelled "RFP AM-11067 - Ramu 1 Replacement Options Study, Consultant's Name" containing two separate digital files in PDF format:

- The Technical Proposal - clearly marked
"RFP AM-11067 - Ramu 1 Replacement Options Study – Technical Submission - <Consultant's Name>"
- The Financial Proposal – clearly marked
"RFP AM-11067 - Ramu 1 Replacement Options Study – Financial Submission - <Consultant's Name>"

All submissions are to be submitted electronically only.

All documents must be prepared in the English.

It is strongly recommended that the Consultant obtains an email receipt as proof of delivery for digital submissions.

10 Document Structure

This Request for Proposal consists of four parts:

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

Part B - Requirements and Specifications (Scope of Services)

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

Part D - Response Schedule – Your response to the Proposal

11 Evaluation Process

Proposals will be evaluated for full compliance with any mandatory requirements identified in the Invitation and Bid Rules and Statement of Requirement and/or Specifications.

Respondents are reminded that any requirements identified as mandatory are considered to be of fundamental importance to the satisfactory delivery of the goods and/or service, and a fully compliant response is required.

Tetra Tech International Development reserves the right to short-list a limited number of respondents, based on its initial value-for-money assessment, and continue detailed evaluation of this smaller group of respondents to the exclusion of all others.

If Tetra Tech International Development chooses to include a shortlisting stage in its evaluation process, Tetra Tech International Development is not at any time required to notify respondents or any other person or organisation interested in submitting a proposal.

There are occasions when a secondary evaluation process is required. Tetra Tech International Development may request presentations by respondents, where appropriate, of the bid but need not make the same request of all respondents.

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

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

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

Short listed suppliers will be notified of the secondary process.

12 Evaluation Criteria & Scoring

Respondents will be evaluated against the criteria set out in the table below.

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

Criteria	Description	Weighting
A. Capacity and technical experience	<p>The Applicant must demonstrate:</p> <ul style="list-style-type: none"> • Experience implementing similar work in the Australia, New Zealand or the Pacific region and how these provide evidence of capability to deliver the project as outlined in the Terms of Reference. Include previous examples of projects with referees along with the capacity to produce high quality project reporting; • Experience with PNG Power Limited or similar electricity providers in working with a range of 	45%

Criteria	Description	Weighting
	<p>electricity sectoral stakeholders, experts, and organisations and how these will be used to improve implementation and outcomes;</p> <ul style="list-style-type: none"> • Previous expertise in working on complex electricity distribution and modelling projects; • The range and quality of expertise offered as part of the submission. 	
B. Methodology and approach	<p>The Applicant must provide details of their approach and methodology for project implementation. Specifically, Applicants must demonstrate how they will:</p> <ul style="list-style-type: none"> • Present evidence of their proposed methodology to respond to the project's tasks as outlined in the Terms of Reference; • Provide an outline of their proposed methodology in <ul style="list-style-type: none"> - approaching the deliverables sought - including a suggested timeframe of activities - managing the activity risks. 	35%
C. Core personnel	<p>The Applicant must demonstrate that the proposed team members have the appropriate qualifications and experience to implement the project as outlined in the Terms of Reference. Include information covering:</p> <ul style="list-style-type: none"> • Postgraduate qualifications in relevant field such as electrical engineering, hydro power or other relevant qualifications; • Knowledge of power systems modelling and processes, as well as cultural, regulatory and political factors that may arise as indicated in this project; • Experience working with a range of diverse stakeholders, including government officials and power sector professionals; • Fluency in English with excellent writing and communication skills; • Previous experience delivering complex reports into informative and easily understood presentations. 	20%
Total		100%
Points	Conversion to 80:20 methodology	80 points

A technical assessment of Applicant proposals will be conducted with a 80:20 evaluation method.

Technical submission evaluation

Eighty (80) percent of the overall RFP score will be attributed to the technical proposal. Applicants must achieve a technical score of at least 75% in order to have their financial bid considered.

Financial Submission evaluation

The financial proposal will be scored out of 20 points.

The maximum number of points will be allotted to the lowest compliant price proposal, and comparison scoring is provided against the price proposals of the other applicants.

Value for Money Outcome

The preferred Proposal will be the one with the highest combined technical and financial scores, demonstrating best value for money.

13 Commonwealth Procurement Rules and PGPA Act

Respondents should be aware that the Commonwealth Procurement Rules ('CPRs') and the *Public Governance Performance and Accountability Act Rules 2013* (Cth) ('PGPA Act') as amended from time to time, apply to this RFQ. The CPRs are available at: <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/index.html>

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

14 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.dpvc.gov.au> for further information).

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

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

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

15 Eligibility

The Tenderer must meet the following eligibility criteria:

- a. be free from insolvency, bankruptcy, or similar status,
- b. have the legal capacity to enter contract,
- c. be current with payments of taxes and social charges,
- d. not be ineligible pursuant to the provisions of this RFP, and
- e. not have been convicted within the last year of, or currently under indictment for, a criminal offence involving corruption or other misconduct reflecting a lack of suitability to participate in government procurement.

The Tenderer or any of their related entities who are listed on any of the following lists will be excluded from this RFP:

- a. by the Minister of Foreign Affairs under the Charter of the United Nations Act of 1945 and/or listed in regulations made under Division 102 of the Criminal Code Act of 1995 (Cth). Further information about listed persons and entities is available from the DFAT website at www.dfat.gov.au/icat/UNSC_financial_santions.html and from <http://www.nationalsecurity.gov.au>,
- b. by the World Bank on its "Listing of Ineligible Firms" or "Listing of Firms Letters of Reprimand" posted at www.worldbank.org (the "World Bank List"); or
- c. by any other donor of development funding on a list similar to the World Bank List.

16 Fraud and Corruption

The Tenderer must observe the highest standards of ethical behaviour during procurement and delivery of the contract.

Tetra Tech will reject any proposal where it determines at its sole discretion that a Tenderer or its related entities has:

- a. engaged in misleading or deceptive conduct in relation to it preparing its response to this RFP.
- b. received improper assistance (including from any current or former Tetra Tech employees or with improperly obtained information);
- c. engaged in any anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their response or the RFP process.
- d. attempted to solicit information from or influence improperly any Tetra Tech officer, employee, agent, or subcontractor or a Commonwealth of Australia officer, contractor or agent, or has approached any Minister, Commonwealth officer or Partner Government representative, or has violated any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFP process; and
- e. otherwise acted in an unethical or improper manner or contrary to any law.

17 Tetra Tech's Rights

At any time, Tetra Tech reserves the right to:

- a. terminate this RFP or cease to proceed with this procurement process.
- b. terminate the participation of any Tenderer in the RFP process for any reason.
- c. terminate negotiations with any Tenderer at any time for any reason.
- d. require additional information or clarification from any Tenderer and/or provide additional information or clarification.
- e. change the structure and/or timing of the procurement process,
- f. vary and/or extend any time or date in this RFP.
- g. negotiate with one or more prospective bidders.
- h. call for new tenders.
- i. reject any tender received after the Closing Date; and
- j. reject any tender that does not comply with the requirements set out in this RFP.

18 Tender Declaration

The Tenderer is to complete the Tender Declaration (Commonwealth of Australia Statutory Declaration – Deed Poll) Form set out in Part F of this RFP. Tetra Tech reserves the right to reject the proposals where this requirement is not met.

19 Conflict of Interest

All Tenderers must declare all actual, perceived, or potential conflicts of interests regarding this RFP process.

20 Insurance

The successful Tenderer will be required to have or will be able to obtain the following insurances:

- a. public liability insurance to the value of AUD 3,200,000 per event and unlimited in the aggregate.
- b. professional indemnity insurance to the value of AUD 800,000 in the aggregate.

The successful Tenderer will be required to provide adequate insurance cover for all personnel and sub-tenderers including but not limited to:

- a. workers' compensation insurance.
- b. travel insurance; and
- c. medical and evacuation insurance.

21 Screening and Client Terms

The successful Tenderer 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 Tenderer will be required to adopt mandated terms into its contracting process including but not limited to:

- a. fraud and corruption

- b. child protection
- c. prevention of sexual exploitation, abuse and harassment (PSEAH)
- d. modern slavery
- e. environmental protection.

22 Contract with Successful Tenderer

The laws of the State of South Australia (Australia) will apply to the contract.

The contract will outline the scope of services, deliverables and their due dates, tasks, reporting requirements, contract fees, and other obligations.

The type of contract to be negotiated by Tetra Tech with the preferred Tenderer will be a fixed lump-sum price contract where each progress payment is linked to satisfactory completion of a specified deliverable in the contract.

The form of the contract is set out in Part C.

Part B – Scope of Services

1 Introduction

PNG Power Ltd (PPL), the vertically integrated national electricity company of Papua New Guinea (PNG), is obtaining financing from the Australian Government — through the Australian Infrastructure Financing Facility for the Pacific (AIFFP) — for the full refurbishment of the Ramu 1 hydropower plant (HPP). Ramu 1 is the largest power station on the Ramu power system and the refurbishment of Ramu 1 will require a prolonged shutdown of several months. PPL requires a suitably qualified consultancy firm to undertake an options study to advise on options to replace the energy and ancillary services that Ramu 1 normally provides the Ramu system (i.e. energy, MVARs, frequency control, voltage control, network support, etc.). The options to be developed should be based on least-cost power system planning analysis that covers both dispatch modelling and power flow analysis. The options analysis will inform decision making regarding the planning of the outage, preparations for shutdown, potential costs of the shutdown, and the formulation of contractual arrangements for replacement energy and ancillary services.

Background

Ramu 1 HPP was built in two stages. Firstly, from 1971-1976, the water intake, underground powerhouse, headrace, tailrace, and transmission switchyard were built. Three hydroelectric turbines were installed, with space for two more. Secondly, in the late 1980s, Yonki Dam was built to regulate the water flows down to Ramu 1 HPP and two more turbines were installed in the underground powerhouse. Both stages were financed by loans from the World Bank, with the first of loans partially guaranteed by the Commonwealth of Australia Government, ahead of PNG's independence from Australia in 1975.

Ramu 1 HPP consists of: (a) water intake on Ramu River, below Yonki Dam; (b) headrace and pressure tunnels; (c) an underground powerhouse, with 5 generators having a combined nameplate capacity of 77 MW; (d) surge shaft and tailrace tunnel; (e) transmission switchyard and connection to Ramu grid.

For many years, Ramu 1 has been operating well below its nameplate capacity because of a combination of factors, including inadequate maintenance, failure to address known issues with the headrace and pressure tunnels, excessive cavitation, and vibration when all 5 units are operated simultaneously, and other matters. Over the last 15 years various engineering assessments have been made by a range of hydropower experts and some significant maintenance has been carried out. However, Ramu 1 still only operates between 35-45 MW. The objective of the Ramu 1 refurbishment is to restore its full operating capacity to at least 77 MW, by addressing the headrace, powerhouse and tailrace issues that constrain its current operations. Doing so, will enable PPL to lower the costs of generation across the Ramu grid, by maximizing the use of hydropower and displacing higher cost thermal generation.

Scope of refurbishment

The planned full refurbishment of Ramu 1, which will occur nearly 50 years after the station was first constructed and commissioned into service in 1976, focuses on the first-stage infrastructure, built 1971-1976, not the Yonki Dam. The scope of the planned refurbishment works includes headrace and pressure shaft remediation works; new steel liners for the pressure shaft; replacement of all five hydroelectric turbines; replacement of electrical generators, switchgear and control equipment; replacement of ventilation and fire-protection and suppression systems; repairs to the tailrace; and access road refurbishment.

The length of the shutdown will depend on a range of factors, including close coordination of civil, electrical and mechanical works; delivery of key equipment to be installed; testing and commissioning; weather; and other issues. Preliminary estimates by PPL indicate a minimum shutdown of around 4 months, but there are risks that mean it might be longer than that.

The earliest the shutdown is likely to commence is Q1-2025 or Q2-2025, given the lead times to procure the main works contractor for the refurbishment and key equipment items needed for the refurbishment. Consequently, the Ramu 1 shut down options analysis needs to be completed by Q3 2024, so that there is sufficient time for policy makers to decide on a preferred option and then to execute actions to secure replacement energy and ancillary services before the shut-down commences.

2 Options Study Scope of Work

PPL, AIFFP and the Government of PNG (GoPNG) need to better understand the power system planning and operational implications of a prolonged shutdown of Ramu 1 and the options available to temporarily replace the electrical energy and ancillary services that Ramu 1 would normally provide. In addition, the options study should assess the projected changes in the Ramu system's dispatch and costs following the successful refurbishment of Ramu 1. This study is expected to build on past work on PNG's power systems and draw on international best practice for managing the engineering, financial, commercial and regulatory issues relating to outages of major power stations, while taking into account the specific legal, regulatory, political and commercial challenges of PPL and PNG. The works are expected to be carried out in six stages (A to F), as set out below.

Project Stages:

A. Critically review existing studies and models

1. Gather and critically review recent power system planning studies on the Ramu power system. These include studies by the World Bank (2018, 2019), Asian Development Bank (2019), JICA, PPL and others.
2. Review existing models used for least-cost power system planning and dispatch modelling of the Ramu system.
3. Review existing models used for power flow modelling of Ramu system (e.g. DigSILENT)
4. Critically review estimates of Ramu 1's planned outage length and develop range of sensitivities for longer outage times.
5. Confer with PPL's system planning, generation, power grid and management staff on main power system operating constraints relating to Ramu power grid. These enquiries are to include the role that Ramu 1 plays in providing energy, Frequency Control Ancillary Services (FCAS), Network Control Ancillary Services (NCAS), network support, black start and other services to the Ramu grid.
6. Assess how fit for purpose existing models of Ramu grid are and what data needs to be updated.
7. Develop updated models capable of assessing a range of options and scenarios to be assessed in this study.

B. Scenarios and options development

1. Review information on existing installed and available generation capacity on or near to the Ramu grid, including PPL-owned and leased generation (hydro and thermal), captive generation (e.g. at mines), embedded generation (e.g. mills, factories), and back-up generation (e.g. commercial buildings, government buildings, etc.).
2. Establish plausible range of capital, fixed O&M and variable O&M costs for various power generation technologies that might feasibly be drawn on in the period of a scheduled outage of Ramu 1. Based on literature review, including any past studies in PNG, nominate a Value of Lost Load (VoLL) for any Unserved Energy (USE). This VoLL will be used to assess the economic costs of not meeting electricity demand.
3. Assess and outline a credible range of timeframes for the planned Ramu 1 outage — based on optimistic, median expected, pessimistic, and highly pessimistic timeframes.
4. Develop range of fuel prices, taking into account local supply chain logistics costs from Port of Lae to the PNG Highlands area. The types of fuels currently used on the Ramu grid include Diesel, Heavy Fuel Oil (HFO), and water (hydropower). In addition, there is a substantial volume of natural gas (NG) available in the PNG Highlands area, some of which is earmarked for domestic use. LNG is also available and could be shipped using small scale LNG technologies (e.g. ISO-Containers) to ports such as Lae and Madang.
5. Assess potential for switching fuels from diesel and HFO to LNG at power plants in and around the Lae area. Analyse likely volumes of LNG required to supply power stations, the technical, logistical and commercial issues around using LNG iso-containers and other types of Small-Scale LNG (SSLNG). Develop LNG pricing scenarios, including any regasification costs, based on gas sold at export parity pricing and using some form of net-back pricing with domestic gas supply obligations based on costs of production plus a reasonable margin. This LNG work should build on preliminary investigations done as part of recent studies by the World Bank.¹
6. Review progress with projects to extend the existing Ramu transmission grid from Mt Hagen to Tari. Review information on status of Highland Gas Fired Generation projects – existing and planned — including Hides GTE.

¹ World Bank 2018 "Delivering Affordable, Sustainable, and Reliable Power to Papua New Guineans: Key Challenges and Opportunities in the Power and Domestic Gas Sectors (English)", Washington, D.C.: World Bank Group. <http://documents.worldbank.org/curated/en/100651574343960624/Delivering-Affordable-Sustainable-and-Reliable-Power-to-Papua-New-Guineans-Key-Challenges-and-Opportunities-in-the-Power-and-Domestic-Gas-Sectors>

Assess at a high level the technical issues relating to connecting Hide GTE-to-Porgera transmission line to the Tari-to-Mt Hagen portion of the Ramu grid.

7. Conduct high-level screening analysis on likely lead-times to: (a) procure new thermal generators; (b) rent new thermal generators; (c) connect currently islanded captive generation near to the Ramu grid on to the Ramu grid.
8. Review and analyse existing electricity load forecasts (energy, peak load, and load shape) for the Ramu grid, and incorporate information into modelling.
9. Review PPL's existing approaches to procuring FCAS and NCAS services on the Ramu grid; what contributions come from where (e.g. mandatory provision by generation, contracted services, services procured as part of or outside of dispatch process); and how Ancillary Service costs are recovered (e.g. smeared across all customers via tariffs, uplift payments, etc.)
10. Gather information on PPL's existing Power Purchase Agreements (PPAs) and include information into the power system model. In addition, incorporate into model key information on power system operating constraints, such as transmission limits, minimum generation loadings, ramp rates, energy and FCAS production constraints/parameters.
11. Prepare range of scenarios that includes: (a) Business As Usual (BAU); (b) Ramu 1 outage without any replacement energy and ancillary services; (c) Ramu 1 outage with least cost for replacing Ramu 1's energy and ancillary services; (d) Ramu 1 outage with various other options for replacing Ramu 1's energy and ancillary services.
12. Develop set of sensitivity cases relating to: (a) fuel cost assumptions; (b) capital cost assumptions; (c) other Operations and Maintenance costs; (d) length of Ramu 1 outage.

C. Power system modelling

1. Based on work done in stages A and B above, use power system model to assess the economic dispatch and cost implications of various scenarios.
2. Run sensitivity cases.
3. Analyse and explain dispatch modelling results and implications.

D. Power flow modelling

- Review and update existing PPL power flow model for Ramu transmission grid, taking into account any transmission projects that are under construction or committed to in the next 3-5 years. It is understood that a model exists that is based on the DigSILENT software platform.
- In consultation with PPL's planning and operations staff, develop set of network topologies and switching arrangement to be used for power flow modelling analyses. For example: (a) System Normal; (b) Alternative A topology; (c) Ramu 1 outage topology; (d) Other topologies for small set of credible contingencies.
- Use power flow model to assess power flows, energy security and reliability matters arising from various dispatch scenarios. This work will include thermal limits, voltage stability, frequency control, reactive power, transient stability, protection, etc.
- Assess potential violations of security constrained dispatch arising from network limitations and outline how these could be addressed in operational and planning timeframes.
- Estimate additional network related costs of dealing with Ramu 1 outage and how such network related costs might be minimized based on least-cost optimization principles.

E. Economic, financial, commercial, and regulatory issues and options assessment

1. Drawing on analysis carried out in stages C and D above, present summary findings on the economic costs and benefits of each of the modelled scenarios and establish the set of least cost options for managing a Ramu 1 outage.
2. Prepare financial model of PPL, including ability to separate out costs and revenues of Ramu grid operations. Assess the financial implications of the three least costly economic options for dealing with the Ramu 1 outage. That is, what are the estimated additional financial costs of meeting the energy and ancillary services shortfall arising from the Ramu 1 outage?
3. Outline a range of potential contractual and procurement arrangements that could be used by PPL and GoPNG to solicit and secure the replacement energy and ancillary services needed to cover the Ramu 1 outage, in a way that delivers value for money. These could include: (a) competitive tenders for generation and load management capacity from existing captive generation, mines, industrial and commercial businesses; (b)

negotiated short-term contracts with specific suppliers; (c) competitive tenders for supply of temporary rental generation.

4. Review whether Western Australia's seasonal capacity shortfall mechanism – and/or other similar schemes elsewhere — could be readily adapted for use in PNG.
5. Identify key legal, commercial, and regulatory issues that might affect – either positively or negatively — the execution of potential contractual and procurement arrangements. For example, PPL's financial position, legal restrictions on PPL purchasing gas, existing regulatory arrangements regarding pass-through of fuel costs and PPA costs, etc.
6. Propose options for overcoming any financial, commercial and regulatory impediments to PPL and GoPNG securing the necessary replacement energy and ancillary services to cover the Ramu 1 outage.
7. Summarize key findings, options, recommendations, action plan and timetable for implementation.

F. Presentation of results

1. The results of this work will be presented in a number of ways, as outlined in Section 4 below "Deliverables and Timetable".
2. It is expected that between 2 to 4 trips to Port Moresby will be required, on top of any remote meetings via videoconference.

3 Expert Capabilities, Skills & Experience Required

Firm – the firm should have extensive experience and expertise in the planning and operations of electric power systems. The firm should have demonstrated experience in presenting strategic advice on complex engineering, economic, technical, and financial concepts, options, findings and recommendations to senior executives, board members, government officials and government ministers.

Project Leader — senior power system expert with 15 plus years of experience in leading complex engagements on power system planning, operations, and advisory services. At least Masters' Degree or equivalent in the fields of engineering, operations research, economics, or finance. Highly developed communications, with the ability to sensitively and effectively communicate with private corporations and governments. Experience is required in understanding the issues around negotiating power purchase agreements, fuel supply agreements, power sector asset valuations and due diligence. Deep knowledge of power sector economics, reliability and engineering is required. Recent experience in PNG's power sector or other similar nations is highly desirable.

Power System Modelling Expert — with at least 10 years of experience since graduation in power systems planning, operations and maintenance, investment planning, and management. Essential skills and experience: (a) the design and use of models based on mathematical programming (LP, MIP, NLP) for market simulation studies, asset valuation, power system planning, etc.; (b) scheduling planned outages for generation plant; (c) hydro-thermal optimization. Must be highly competent in using a range of mathematical programming tools and systems for power system modelling, such as General Algebraic Modelling System (GAMS), AIMMS, PLEXOS for Power Systems, SSDP, Prophet, or similar.

Power Flow Modelling Expert. Electrical engineer with at least 7 years' experience in power load flow modelling using a range of transmission software — e.g. DigSILENT Powerfactory, ABB Simpow, Siemens PSS/E or similar— for a wide range of transmission planning and operational purposes, such as stability analysis, protection settings, system security analysis, reliability assessments, network control scheme design, power system performance assessments, etc. Expert knowledge of DigSILENT Powerfactory is essential, given the PPL's transmission model is based on it.

Financial Expert — of at least 10 years' experience in international project finance in power sector PPP projects with a relevant degree in finance, or another applicable field; or professional certification, such as chartered accountant, chartered professional accountant, or chartered financial analyst.

Regulatory Expert of at least 10 years post-graduation experience leading economic/legal analysis in the electricity sector (or other relevant sectors) and in advising on the design and implementation of competitive tenders, auctions, power purchase agreements, and power sector asset valuations and due diligence.

All consultants are required to have:

- Excellent verbal and written communications skills in English. An essential requirement is the ability to present complex regulatory, economic and financial concepts, reasoning and conclusions in a lucid and accessible

manner to a range of audiences; including senior ministers, government officials, utility board members and management, and the public.

- Exposure to power sector challenges developing countries, across multiple countries and ideally across more than one continent.
- Deep technical understanding of issues related to utility operations and management, power sector reform, power sector regulation, transmission and distribution systems, and power system planning.
- Experience in dealing with senior policy makers in the energy sector, either through holding public office or in an advisory or managerial role.

The Consultant's team must be familiar with international best practices in power utility management, economic regulation, power system operation and planning, and mechanisms to ensure planned power generation outages are managed efficiently and with minimal disruption to operations and reliability. The Project Leader, a member of the professional staff, will be responsible for leading the engagement and overseeing and coordinating all aspects of the engagement.

The Consultant will be required to include mitigation measures for safety guided by their own policies and SU/ Tetra Tech Country Safety & Security Plan provisions.

4 Deliverables and Timetable

Deliverables	Timeframe
Kick-off meetings	Within 1 week after contract signing
Inception Report	No later than 3 weeks after contract signing
Activity Risk Management Plan	Within 4 weeks after contract signing
Dispatch modelling – draft report	12 weeks after contract signing
Power flow modelling – draft report	12 weeks after contract signing
Workshop presentations	13 weeks after contract signing
Draft final report -- Economic, financial, commercial and regulatory issues and options assessment.	17 weeks after contract signing
Presentation in Port Moresby to PPL and other stakeholders on the results	19 weeks after contract signing
Final report, presentations, summary briefs	23 weeks after contract signing
Models, data inputs and outputs, model documentation	23 weeks after contract signing

1. Payment Milestones

#	Deliverable	Due	Format	Payment Milestone *
1	<u>Kickstart Meeting</u> , anticipated to involve an audio/video conference to confirm; <ul style="list-style-type: none"> • Project governance arrangements and contact details of key personnel • Scheduling of the assignment, and planned in-country travel 	Within Week 1 after commencement		10%

2	<u>Inception Report</u>	No later than Week 3 after commencement	3 x Hard copies and 1 x Soft Copy	15%
3	<u>Draft Modelling Reports:</u> <ul style="list-style-type: none"> • Dispatch modelling • Power flow modelling 	Week 12 after commencement	3 x Hard copies and 1 x Soft Copy	20%
4	<u>Presentation and Feedback Session 1</u>	Week 13 after commencement	3 x Hard copies and 1 x Soft Copy	5%
5	<u>Draft Recommendations and Technical Reports:</u> draft reports in response to Client feedback	Week 17 after commencement	3 x Hard copies and 1 x Soft Copy	25%
6	<u>Presentation and Feedback Session 2:</u>	Week 19 after commencement	3 x Hard copies and 1 x Soft Copy	5%
7	<u>Final Recommendations and Technical Reports:</u> updated reports in response to Client feedback	Week 23 after commencement		10
8	<u>Provision of</u> models, data inputs and outputs, model documentation	Week 23 after commencement	Electronic	10%

5 Reporting Lines and Contract Management

The consultancy Project Leader will report to PPL's Chief Technical Officer (CTO) and AIFFP SU Team Leader (Energy Office) in consultation with the AIFFP's Energy Sector Lead.

PPL's CTO will coordinate liaison and engagement with key senior staff at PPL involved in power system planning and operations, including generation, transmission, and also operators of the Ramu 1 power station.

Contract administration will be by AIFFP SU Representative in collaboration with AIFFP.

Part C – Draft Conditions of Contract

SERVICES AGREEMENT TEMPLATE

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

- A. Tetra Tech International Development carries on the business of a management consultant and international project manager. The Australian Infrastructure Finance Facility for the Pacific Support Unit (AIFFP SU) is managed by Tetra Tech International Development on behalf of the Government of Australia through the Department of Foreign Affairs and Trade (DFAT).
- B. Tetra Tech International Development engages the Service Provider to provide the Services and the Service Provider agrees to provide the Services on the terms of this Agreement.

THE PARTIES AGREE as follows:

RECITALS

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

OPERATIVE

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

1 DEFINITIONS

- 1.1. **Agreement** means this agreement and all schedules, annexures and other documents as may be incorporated by reference.
- 1.2. **Agreement Details** means the details set out in Schedule 2.
- 1.3. **Alternative Service Provider** is defined in clause 4.9.

- 1.4. **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.
- 1.5. **Business Day** means any day that is not a Saturday or Sunday or a public holiday in South Australia.
- 1.6. **Tetra Tech International Development** means Tetra Tech International Development Pty Ltd.
- 1.7. **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.
- 1.8. **Tetra Tech International Development's Representative** means the person specified in Schedule 2.
- 1.9. **Commencement Date** means the date specified in Schedule 2.
- 1.10. **Completion Date** means the date specified in Schedule 2.
- 1.11. **Confidential Information** means all information relating to affairs or business of a party including, but not limited to:
- (a) the terms of this Agreement;
 - (b) trade secrets and confidential know-how;
 - (c) financial, accounting, marketing and technical information and plans, customer and supplier lists, fee rates, tender information, know-how, technology, operating procedures, price lists, data bases, source codes and methodologies, of which the Service Provider becomes aware of or generates (both before and after the day this Agreement is signed) in the course of, or in connection with, the Service Provider's engagement with any Tetra Tech International Development Group Member (including confidential information belonging to any third party including the Customer); and
 - (d) 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).
- 1.12. **Contract Material** means all Material created or required to be developed or created as part of, or for the purpose of performing, the Services.
- 1.13. **Control** of a corporation means having the power (directly or indirectly) to control more than 50% of the membership of the board of directors, more than 50% of the voting shares of the corporation, or otherwise direct or cause the direction of the management and policies of the corporation.
- 1.14. **Customer** means the entity or entities as described under Schedule 2.
- 1.15. **DFAT** means the Australian Government's Department of Foreign Affairs and Trade.
- 1.16. **Default Event** means those events listed in clause 18.2.
- 1.17. **Deliverables** means the reports and any data or other material specified in Schedule 1 required to be delivered throughout the supply of the Services.

- 1.18. **Direction** means any agreement, approval, assessment, authorisation, decision, determination, explanation, instruction, order, permission, rejection, request or requirement given or made by Tetra Tech International Development.
- 1.19. **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.
- 1.20. **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.
- 1.21. **GST** means the tax imposed by the GST Law.
- 1.22. **GST Law** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.23. **Head Contract** means the contract between Tetra Tech International Development and DFAT in connection with the Services amongst other things.
- 1.24. **Intellectual Property Rights** means all intellectual property rights, including:
- (a) patents, plant breeders' rights, copyright, rights in circuit layouts, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (b) any application or right to apply for registration of any of the rights referred to in clause 14, but for the avoidance of doubt excludes moral rights and performers' rights.
- 1.25. **Laws** 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.
- 1.26. **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.
- 1.27. **Modern Slavery** includes any conduct which constitutes modern slavery under any Modern Slavery Law, including without limitation slavery, human trafficking, servitude, forced labour and forced marriage.
- 1.28. **Modern Slavery Laws** means the *Modern Slavery Act 2018* (Cth), the *Modern Slavery Act 2018* (NSW), Divisions 270 and 271 of the *Criminal Code 1995* (Cth), the *Human Rights Act 2019* (Qld), and any other binding or non-binding guidelines issued by an entity or person so authorised under Modern Slavery Law, and anti-Modern Slavery laws or regulations in force in Australia or otherwise applicable to 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.
- 1.29. **Material** means any ideas, discoveries, inventions, information, data, compilations, records, designs, works, technology, software, methods, processes, formulas, names, logos or any other thing of any kind in which Intellectual Property Rights or other rights subsist.

- 1.30. **Notice** means written notice and **notify** has a corresponding meaning.
- 1.31. **Partner Country** means the country/countries in which the Services are to be delivered as specified in the Agreement Details in Schedule 2.
- 1.32. **Parties** means the Service Provider and Tetra Tech International Development, and **Party** means any one of them.
- 1.33. **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.
- 1.34. **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.
- 1.35. **Prices** means the prices set out in or determined in accordance with Schedule 2.
- 1.36. **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).
- 1.37. **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.
- 1.38. **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.
- 1.39. **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).
- 1.40. **Service Provider** means the Service Provider contracted to perform the Services under this Agreement.
- 1.41. **Service Provider's Representative** means the person identified in Schedule 2.
- 1.42. **Service Provider's Nominated Account** means the bank account specified by the Service Provider for payment identified in Schedule 1.
- 1.43. **Specification** means any specifications for the Services in Schedule 1.
- 1.44. **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.
- 1.45. **Term** means the term of this Agreement which commences on the Commencement Date and ends on the Completion Date.
- 1.46. **Third Party Material** means any material made available by the Service Provider for the purpose of the Agreement in which a third party holds Intellectual Property Rights.
- 1.47. **Variation** means a change to the Services.
- 1.48. **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.

- 1.49. **Withholding Payment** has the meaning given in Schedule 1 of the *Taxation Administration Act 1953* (Cth).

2 INTERPRETATION

2.1 In this Agreement (unless the context requires otherwise):

- (a) the singular includes the plural;
- (b) the plural includes the singular;
- (c) a reference to one gender includes every other gender;
- (d) words referring to individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures;
- (e) a reference to a Party includes that Party's administrators, successors and permitted assigns;
- (f) where the day on or by which something is to be done is not a Business Day, that thing may be done on or by the next Business Day;
- (g) a reference to a clause, subclause, schedule or attachment is a reference to a clause, subclause, schedule or attachment of this Agreement;
- (h) a reference to a clause number includes its subclauses;
- (i) the word "or" is not exclusive;
- (j) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (k) 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;
- (l) a reference to any legislation includes all delegated legislation made under it and any amendments, consolidations, replacements or re-enactments;
- (m) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (n) a promise on the part of 2 or more persons binds them jointly and severally;
- (o) a reference to an asset includes property of any nature, a business, right, revenue and benefit;
- (p) headings are for convenience only and do not affect the interpretation of this Agreement;
- (q) 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
- (r) specifying anything in this Agreement after the words 'includes', 'including' or 'for example' or similar expressions does not limit what else is included.

2.2 This Agreement between the Parties comprises these standard terms and conditions and all the documents comprised in, and incorporated by reference to, the schedules. If any of the documents comprising this Agreement are inconsistent, they take priority in the following order:

- (a) the special conditions (if any) in Schedule 1;
- (b) these standard terms and conditions (excluding Schedule 2);
- (c) 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.

3 TERM

- 3.1 This Agreement commences on the Commencement Date and continues for the Term as set out in the Agreement Details in Schedule 2 or until all obligations under this Agreement have been fulfilled, or this Agreement is terminated, whichever is earlier.
- 3.2 The Service Provider must commence provision of the Services on the Commencement Date and complete the provision of the Services by the Completion Date as set out in the Agreement Details in Schedule 2.
- 3.3 The Term of this Agreement may be extended as agreed between the Parties in writing and subject to the Service Provider's performance, availability of funding and DFAT approval.
- 3.4 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.

4 SERVICES

Provision of Services

- 4.1 The Service Provider must provide the Services described in the Schedule 1 in accordance with the terms and conditions of this Agreement.
- 4.2 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.
- 4.3 Unless this Agreement states otherwise, the Services may be provided by the Service Provider either personally or through the employment/subcontracting of other persons.
- 4.4 In providing the Services the Service Provider must:
 - (a) complete the Services in accordance with the description in Schedule 1.
 - (b) comply with any reasonable Direction given by or on behalf of Tetra Tech International Development from time to time;
 - (c) comply with all policies, procedures and directives of Tetra Tech International Development so far as they are made known to the Service Provider;
 - (d) comply with all applicable standards, regulations, and where applicable, the requirements set out in this clause 4.4;
 - (e) take all reasonable practical measures to ensure the Service Provider's own safety and the safety of the Service Provider's Personnel;
 - (f) provide and use appropriate safety equipment and clothing and require employees of the Service Provider to use that equipment;
 - (g) provide all labour, materials, plant, utilities and equipment necessary to perform the Service Provider's obligations under the Agreement;

- (h) on request, provide Tetra Tech International Development with written evidence of the Service Provider having:
 - i. current insurance policies that meet the requirements set out in Schedule 2;
 - ii. 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;
 - iii. 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

- 4.5 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:
 - (a) 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
 - (b) exercise its right under clause 4.9.
- 4.6 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.
- 4.7 Without limiting clause 4.8, if a Defect Notice is given and the Service Provider fails to:
 - (a) remedy a defect in performance of the Services; or
 - (b) 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.
- 4.8 If Tetra Tech International Development has reasonable cause to believe that the Service Provider:
 - (a) has been unable, or is reasonably likely to be unable, to:
 - a. comply with clauses 4.4(a) – (e) and clauses 4.4(g) – (h); or
 - b. meet the due date for milestone listed in Item 4 of Schedule 2;
 - (b) 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);
 - (c) has or is unlikely to, comply with the Defect Notice,then Tetra Tech International Development may exercise its right under clause 4.9.
- 4.9 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.
- 4.10 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.
- 4.11 Any act, omission or conduct by Tetra Tech International Development pursuant to clause 4.9, does not and will not be deemed to:
- (a) prejudice Tetra Tech International Development’s right of termination under clauses 18 or 19; or
 - (b) constitute a waiver or an election by Tetra Tech International Development to terminate this Agreement.

Suspension of Services

- 4.12 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.
- 4.13 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.
- 4.14 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.
- 4.15 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

- 4.16 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.
- 4.17 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.

5 VARIATIONS

- 5.1 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.
- 5.2 The Service Provider must not carry out a Variation unless directed to do so by Tetra Tech International Development in writing.
- 5.3 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.
- 5.4 If the Service Provider considers any Direction requires a Variation but the Direction is not in writing or does not specify that it directs a Variation, the Service Provider must promptly notify Tetra Tech International Development in writing setting out why the Service Provider considers the Direction requires a Variation. In that case the Service Provider must not comply with the Direction unless the Service Provider receives a written:
- (a) Direction specifying a Variation; or
 - (b) notice Tetra Tech International Development disagrees, stating its reasons.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 The Service Provider is not obliged to perform a Variation that is outside the general Scope of the Services contained in Schedule 1.
- 5.9 The Service Provider agrees that no Variation will invalidate this Agreement.

6 DELIVERABLES

- 6.1 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.
- 6.2 Title in the Deliverables will vest in Tetra Tech International Development on their delivery to Tetra Tech International Development.

7 SERVICE PROVIDER'S WARRANTIES

- 7.1 The Service Provider warrants and represents that the Services will:
- (a) be provided in full, with due care and skill;

- (b) be provided to a professional standard and in a timely manner;
- (c) be provided in the most cost-effective manner and using suitable materials;
- (d) be complete and in accordance with the description in this Agreement;
- (e) be performed by the Service Provider and/or its Personnel; and
- (f) be performed to the Specification (if any).

7.2 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.

7.3 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).

8 SERVICE PROVIDER'S RELATIONSHIP AND CONDUCT

8.1 The Service Provider must:

- (a) 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,
- (b) ensure that its Personnel observe and comply with the provisions of this Agreement.

8.2 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.

8.3 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.

8.4 The Service Provider must not and must ensure that the Service Provider's employees do not, directly or indirectly assume or create or attempt to assume or create any obligation on behalf of or in the name of Tetra Tech International Development.

9 SERVICE PROVIDER'S REPRESENTATIONS

9.1 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:

- (a) as to the nature, scope extent and degree of difficulty of the services to be performed by it pursuant to this Agreement; and
- (b) 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.

9.2 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.

9.3 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.

10 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.

11 NON-EXCLUSIVITY

11.1 This Agreement is entered into on a non-exclusive basis.

11.2 Tetra Tech International Development may purchase other services similar to the Services in this Agreement from other providers.

12 PRICE

12.1 In consideration for the supply of the Services, Tetra Tech International Development will pay the Prices.

12.2 The Prices include all taxes, duties or government charges imposed or levied in Australia or overseas in connection with this Agreement.

12.3 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.

13 TERMS OF PAYMENT

13.1 The Service Provider must submit to Tetra Tech International Development correctly rendered invoices.

13.2 An invoice will be correctly rendered if:

- (a) it complies with the requirements of this Agreement;
- (b) the Service Provider's Nominated Account (or the account nominated pursuant clause 13.4) is correctly set out; and
- (c) if appropriate and required by Tetra Tech International Development, it is accompanied by documentation substantiating the amount claimed.

13.3 Unless this Agreement states otherwise, Tetra Tech International Development will pay for the Services within 30 days after:

- (a) completion of the Services; or
 - (b) receipt of a correctly rendered invoice for the Services,
- whichever occurs later.

13.4 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.

13.5 A payment by Tetra Tech International Development to the Service Provider is not an admission of liability.

- 13.6 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.
- 13.7 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.
- 13.8 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.
- 13.9 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:
- (a) deduct the amount from payment of any claim; or
 - (b) 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.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 This clause 14 does not affect the ownership of the Intellectual Property Rights in any Pre-Existing Service Provider Material or Third-Party Material.
- 14.2 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.
- 14.3 All Intellectual Property Rights in the Contract Material vest in Tetra Tech International Development on creation.
- 14.4 To the extent that:
- (a) 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;
 - (b) 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.
- 14.5 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.
- 14.6 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.

- 14.7 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.

15 INDEMNITY

- 15.1 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:
- (a) any negligence, wrongful act or omission, wilful default, wilful neglect, Fraud or breach of duty by the Service Provider or any of its Personnel;
 - (b) any breach of a warranty given by the Service Provider under this Agreement;
 - (c) any Default Event or breach by the Service Provider of any of the provisions of this Agreement;
 - (d) 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;
 - (e) 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
 - (f) any contamination which has been caused or contributed to by the acts or omissions of the Service Provider or its Personnel.
- 15.2 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.
- 15.3 This clause will survive termination of this Agreement.

16 INSURANCE

- 16.1 The Service Provider must (and must ensure that any of its subcontractors) effect and maintain the insurance policies set out in Schedule 2 (**Insurance Policies**) for the term of this Agreement, and if a required insurance is written on a claims made basis, the Service Provider must maintain such insurances without interruption until the earlier of:
- (a) 3 years after completion of the Services under this Agreement; or
 - (b) 3 years following earlier termination of this Agreement.
- 16.2 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.

- 16.3 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:
- (a) effect and maintain those insurance and Tetra Tech International Development may elect to recover the amount from the Service Provider under clause 13.8; or
 - (b) provide a notice of termination for default in accordance with clause 18; or
 - (c) 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.
- 16.4 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.

17 FORCE MAJEURE

- 17.1 "**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:
- (c) did not cause or contribute to (by breach of this Agreement or otherwise);
 - (d) cannot reasonably control or influence; and
 - (e) 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.
- 17.2 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.
- 17.3 The Affected Party must:
- (a) 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;

- (b) use all reasonable diligence and means to remedy, abate, mitigate or minimise the effect of the Force Majeure Event;
- (c) notify the other party in writing when resumption of performance can occur; and
- (d) promptly resume performance (and give notice of such resumption) as soon as reasonably possible.

17.4 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.

18 TERMINATION

18.1 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.

18.2 A Default Event will be taken to have occurred if any of the following events occurs:

- (a) the Service Provider fails to start providing the Services on the Commencement Date;
- (b) the Service Provider fails to proceed at a rate likely to achieve completion of the Services by the Completion Date;
- (c) the Service Provider fails to complete the Services by the Completion Date;
- (d) the Service Provider ceases to provide the Services at any time during the Term (if any) specified in this Agreement;
- (e) 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;
- (f) 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;
- (g) any step is taken to enter into any arrangement between the Service Provider and the Service Provider's creditors;
- (h) the Service Provider ceases to be able to pay the Service Provider's debts as they become due;
- (i) the Service Provider ceases to carry on business; or
- (j) 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.

18.3 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:

- (a) some or all of the Services were not performed or completed; or
- (b) 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.

- 18.4 If this Agreement is terminated under this clause 18:
- (c) the Parties are relieved from future performance without prejudice to any right of action that has accrued at the date of termination;
 - (d) rights to recover damages are not affected; and
 - (e) 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.

19 TERMINATION FOR CONVENIENCE

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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:
- (a) 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
 - (b) excluding all other loss or damage, including the cost of redundancies, the costs of terminating any subcontracts, loss of profits and all other forms of expectation loss.
- 19.5 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

- 20.1 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.

- 20.2 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.
- 20.3 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:
- (a) comply with the Australian Privacy Principles as they apply to Tetra Tech International Development, including:
 - (i) to use or disclose personal information only for the purposes of this Agreement;
 - (ii) take necessary steps to ensure adequate security measures are in place to protect personal information from misuse, interference and loss and from unauthorised access, modification or disclosure;
 - (iii) comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient;
 - (b) not do any act, or engage in any practice that would, if done in or engaged in by Tetra Tech International Development, breach the Australian Privacy Principles;
 - (c) comply with any reasonable request or direction of Tetra Tech International Development or the Privacy Commissioner in relation to access to, or handling of, personal information;
 - (d) immediately notify Tetra Tech International Development if it becomes aware of a breach or possible breach of any obligations referred to in this Clause, or the initiation of any action by the Privacy Commissioner relevant to this Agreement; and
 - (e) investigate any complaint arising out of a breach or possible breach of any obligations referred to in this clause and notify Tetra Tech International Development of that investigation and outcome.
- 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

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 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

- 24.1 If a dispute arises under this Agreement, prior to commencing any arbitration or court proceedings (other than for interlocutory relief or where an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Service Provider, or Tetra Tech International Development is exercising a right to terminate) the Parties must act in good faith and use their reasonable endeavours to resolve the dispute as follows:
- (a) the Party claiming that there is a dispute must give the other a written notice in accordance with clause 25 setting out the nature of the dispute;
 - (b) within 10 Business Days following notice, attempt to resolve the dispute through direct negotiation between the Service Provider Representative and Tetra Tech International Development Representative;
 - (c) if still unresolved, refer the dispute to each Party's Escalation Representatives, who must in good faith work to resolve the dispute within a further 10 Business Days or any other agreed period;
 - (d) if still unresolved, the Parties have 30 Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or conciliation rather than litigation or arbitration; and
 - (e) if the dispute is not resolved in that time or there is no agreement to, or submission of the dispute to mediation or conciliation within a further 30 Business Days, then either Party may commence legal proceedings.

- 24.2 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.
- 24.3 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

- 25.1 A notice given under this Agreement:
- (a) must be in writing, signed by the Representative, or other authorised officer, marked for the attention of the person set out in Schedule 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
 - (b) will be taken to be received on the date it is delivered (if hand-delivered to the Party), in the case of a pre-paid letter sent by ordinary mail, on the third Business Day after posting (or seventh if posted to or from a place outside of Australia), or in the case of email, when it is delivered to a system from which the addressee can retrieve it.

26 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:
 - (a) organisations and/or individuals associated with terrorism, or
 - (b) organisations and individuals for whom Australia has imposed sanctions under:
 - (i) the Charter of the *United Nations Act 1945* (Cth) and regulations made under that Act;
 - (ii) the *Autonomous Sanctions Act 2011* (Cth) and regulations made under that Act; or
 - (iii) the World Bank List or a Relevant List.

27 MODERN SLAVERY

- 27.1 The Service Provider warrants and agrees that:
- (a) it has not engaged, and will not engage, in any Modern Slavery practices;
 - (b) it complies with and will continue to comply with Modern Slavery Laws;
 - (c) it has investigated the risk of Modern Slavery within its operations, and those of its supply chain;
 - (d) it assesses and addresses risks regarding Modern Slavery, including implementing appropriate due diligence and, where required, remediation programs;
 - (e) it will, as soon as possible, notify 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;
 - (f) it has all the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in clauses 27.1(a) to (e).

- 27.2 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.
- 27.3 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.

28 PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

- 28.1 The Service Provider must either:
- (a) 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,
 - (b) 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.
- 28.2 If 28.1(a) applies, the PSEAH Policy must:
- (c) 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
 - (d) 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>.
- 28.3 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

- 29.1 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.
- 29.2 The Child Protection Framework must include systems, procedures and operational controls that provide for:
- (a) effective leadership to enable the safeguarding of children;
 - (b) 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;

- (c) appropriate disciplinary action to dismiss, suspend or transfer to other duties, any employee who breaches relevant requirements of the Child Protection Framework;
- (d) 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:
 - i. 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
 - ii. verbal referee checks,
- (e) 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.

29.3 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.

30 FRAUD

- 30.1 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.
- 30.2 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.
- 30.3 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):
 - (a) name of any Personnel (including any subcontractors) involved;
 - (b) the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - (c) the names of the suspected offender(s) (where known);
 - (d) details of witnesses;
 - (e) copies of relevant documents;
 - (f) references to any relevant legislation;
 - (g) a nominated contact officer;
 - (h) any other relevant information (e.g., political sensitivities, any other Party or agency that has been informed, involved or that can assist with investigations); and
 - (i) the current status of any inquiries commenced by the Service Provider.

31 ANTI – CORRUPTION

- 31.1 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.
- 31.2 Any breach of this clause 31 will entitle Tetra Tech International Development to issue a notice under clause 18 to terminate this Agreement immediately.

32 WORK HEALTH AND SAFETY

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

33 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.

34 NOVATION, ASSIGNMENT AND SUBCONTRACTING

- 34.1 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.
- 34.2 The Service Provider is permitted to subcontract any part of the Services but remains responsible for delivery of the Services.
- 34.3 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.

- 34.4 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.
- 34.5 The Service Provider must not assign or attempt to assign any rights under this Agreement without Tetra Tech International Development's written consent.

35 PERFORMANCE ASSESSMENT

- 35.1 The Service Provider acknowledges and agrees that DFAT may issue a Service Provider performance assessment in relation to this Agreement.
- 35.2 The Service Provider agrees that DFAT or Tetra Tech International Development may issue:
- (a) a Service Provider performance assessment; or
 - (b) Service Provider key personnel performance assessments, in relation to the Agreement
- 35.3 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.

36 COMPLIANCE WITH CUSTOMER AND TETRA TECH INTERNATIONAL DEVELOPMENT POLICIES AND PROCEDURES

- 36.1 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.
- 36.2 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:
- (a) *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>
 - (b) *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>
 - (c) *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>;
 - (d) *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>
 - (e) *Disability Inclusive Development Guidance Note*, 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.

- (f) *Foreign Bribery Guidelines*, accessible online on the Attorney General's website at: <https://www.ag.gov.au/crime/foreign-bribery>
- (g) *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>
- (h) *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>;
- (i) *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>;
- (j) *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
- (k) DFAT's Environmental Management System outlined in the *DFAT Environment Protection Policy (2014)* accessible on the DFAT website at: www.dfat.gov.au. Note that this requires, where relevant to the Services:
 - A. assessing and managing all actual or potential environmental impacts, both direct and indirect, to avoid or mitigate negative impacts and promote positive impacts;
 - B. reporting regularly on any such impacts as required or directed by Tetra Tech International Development or DFAT; and
 - C. comply with all relevant environmental laws and regulations of the jurisdiction of the Principal Place of Services.
- (l) *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>.

36.3 The Service Provider must abide by any policies and procedures that Tetra Tech International Development requires, as varied from time to time.

36.4 The Service Provider will sign the Code of Conduct and Client Service Standards as attached at Schedule 4.

37 NOTIFICATION TO TETRA TECH INTERNATIONAL DEVELOPMENT

37.1 The Service Provider must immediately notify Tetra Tech International Development if the Service Provider, including its Personnel is:

- (a) subject to a change in Control of its legal entity;

- (b) on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or a Relevant List;
- (c) subject to any proceedings or informal process that could lead to listing on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or a Relevant List;
- (d) temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
- (e) temporarily suspended from tendering by a donor of development funding; and/or
- (f) the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.

37.2 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

1. SCOPE OF SERVICES

[Enter text here]

2. SPECIAL CONDITIONS

Provide an activity risk management plan in accordance with industry best practice, and as agreed with TTID/SU, within 4 weeks of contract signing.

SCHEDULE 2

AGREEMENT DETAILS

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

1. 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.

2. 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:

3. MILESTONES:

Milestone Number	Description of Milestone	Milestone Payment Amount AUD (Ex-GST)	Due Date	Means of Verification/ Acceptance

1		AUD		Written acceptance by nominated Tetra Tech International Development Representative.
2		AUD		Written acceptance by nominated Tetra Tech International Development Representative.
3		AUD		Written acceptance by nominated Tetra Tech International Development Representative.
4		AUD		Written acceptance by nominated Tetra Tech International Development Representative

4. 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:

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

All claims for payment must be made to:

XXXX |

Senior Project Manager

Tetra Tech International Development Pty Ltd

33 Richmond Road Keswick SA 5035

Email: @tetrattech.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:

5. INSURANCE POLICIES REQUIRED: |

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

REPRESENTATIVES

Tetra Tech International Development's Representative

Name:
Position:
Telephone:
Email:

Service Provider's Representative

Name:
Position:
Telephone:
Email:

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:

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

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

Responsibilities

Managers and Supervisors

Managers and supervisors are responsible and accountable for:

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

Employees

All Employees are responsible for:

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

Code of Conduct

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

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

Personal and Professional Behaviour

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

When carrying out your duties, you will:

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

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

Conflict of Interest

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

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

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

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

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

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

Outside employment/other external business activities

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

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

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

Public Comment

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

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

- Authorised to do so by the Managing Director and CEO

- Giving evidence in court
- Otherwise authorised or required to by law.

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

Use of Company Resources

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

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

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

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

Security of Information

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

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

Intellectual Property / Copyright

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

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

Discrimination, Harassment and Workplace Bullying

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

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

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

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

Sexual exploitation and abuse

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

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

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

Child Protection

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

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

When carrying out your duties, you will:

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

occurs during your association with Tetra Tech International Development that relate to child exploitation and abuse.

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

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

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

Corrupt Conduct

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

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

Any form of corrupt conduct will not be tolerated by the company. 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:	
Date:	

Part D - Supplier's Response Form

(to be completed in full and returned by the supplier by the closing time and date)

Supplier Details

I/We hereby offer to supply to Tetra Tech International Development the Services (specified in this RFP for Ramu 1 Replacement Options Study, PNG) in accordance with the Conditions of Proposal, the attached draft Conditions of Contract and the following Addenda (if any) issued by Tetra Tech International Development.

Addendum No.	Date and Description

Trading Name	<insert name>
Registered Name	<insert name>
ACN	<insert number>
ABN	<insert number>
Address of registered office	<insert address>
Type of entity (e.g. company, trust, partnership, sole trader, other)	<insert entity>
Key Personnel (e.g. director, chief executive officer, principal of business etc.)	<insert names and positions>
Telephone	<insert phone number>
Website	<insert URL>
Indigenous Procurement Policy	Is your organisation 50% or more Indigenous owned? YES / NO (Delete one) If YES, is your organisation registered on Supply Nation? YES / NO (see note below) / Not Applicable (Delete one) If NO, please provide a certificate or letter from a recognised Indigenous organisation.
Contact Person	<insert name>
Position	<insert position>
Address	<insert address>
Postal address (if different to above)	<insert address>
Email	<insert email address>
Telephone	<insert phone number>

PROCUREMENT DETAILS

Response Against Evaluation Criteria

Weighted Criteria

1. Capacity and technical experience

You must demonstrate:

- Experience implementing similar work in the Australia, New Zealand or the Pacific region and how these provide evidence of capability to deliver the project as outlined in the Terms of Reference. Include previous examples of projects with referees along with the capacity to produce high quality project reporting;
- Experience with PNG Power Limited or similar electricity providers in working with a range of electricity sectoral stakeholders, experts, and organisations and how these will be used to improve implementation and outcomes;
- Previous expertise in working on complex electricity distribution and modelling projects;
- The range and quality of expertise offered as part of the submission.

2. Methodology and approach

You must provide details of your approach and methodology for project implementation. Specifically, You must demonstrate how You will:

- Present evidence of proposed methodology to respond to the project's tasks as outlined in the Terms of Reference;
- Provide an outline of proposed methodology in
 - approaching the deliverables sought
 - including a suggested

timeframe of activities – managing the activity risks.	
---	--

3. Core Personnel

<p>You must demonstrate that the proposed team members have the appropriate qualifications and experience to implement the project as outlined in the Scope of Services. Include information covering:</p> <ul style="list-style-type: none"> • Postgraduate qualifications in relevant field such as electrical engineering, hydro power or other relevant qualifications; • Knowledge of power systems modelling and processes, as well as cultural, regulatory and political factors that may arise as indicated in this project; • Experience working with a range of diverse stakeholders, including government officials and power sector professionals; • Fluency in English with excellent writing and communication skills; • Previous experience delivering complex reports into informative and easily understood presentations. 	
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4. Price

Provide price and costing details related to the fulfilling Tetra Tech International Development's Requirement.	DO NOT PROVIDE FINANCIAL BID DETAILS HERE: To be submitted as a separate document as set out in Part A, section 9.
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Schedule of Rates

(To be submitted as a separate document as set out in Part A, section 9)

The price offered is a price calculated in accordance with the following schedule of rates:

Item Number	Description	Quantity	Unit	Rate	Amount
Example	<i>Consultant</i>	2	<i>Days</i>	250	\$500

1		\$
		\$
		\$
		\$
		\$
Total amount excluding GST/VAT		\$

*(Notes: Insert under **Amount** the amount arrived at by multiplying the quoted **Rate** by the stated **Quantity**. The correct extended Amounts and Total will be used to evaluate quotations. All rates and lump sums must exclude GST. The actual Contract Sum payable will depend on the actual quantities.)*

Insurance

Provide details of each insurance policy relevant to Tetra Tech International Development's Requirement.

Compliance with Proposed Contract

Does Your Proposal comply with all terms of the proposed Contract? Yes No

If Your Proposal does not comply with some or all of the terms of the contract You must provide reasons for the partial compliance or non-compliance for each clause below.

Contract Clause No.	Explanation/comment

References

Please provide up to three references that may be contacted in relation to Your Proposal

Name	Contact Details

I/We declare that:

- (a) the Conditions of Proposal are agreed;
- (b) the Conditions of Contract are agreed; and
- (c) the information and particulars provided as part of this Proposal are accurate and correct.

Dated:

Supplier	
Signature	
*Print name and office held	

Witness	
Signature	
*Print name and office held	

*Use BLOCK LETTERS