



Construction Services Contract

- between -

Tetra Tech International Development Pty Limited (ABN 63 007 889 081)

(Principal)

- and -

Contractor (Business Registration No.)

(Contractor)

- for -

PIF Sub-regional Office Fence

In Betio, Tarawa, Kiribati

Part of the Kiribati Australia Infrastructure Program (Te KAI)

Contract Reference: GS-14062

FORMAL INSTRUMENT OF AGREEMENT

PROJECT: PIF Sub-regional Office Fence

THIS AGREEMENT is made

BETWEEN

Tetra Tech International Development Pty Limited (ABN 63 007 889 081) of
422 King William Street, Adelaide, SA 5000 (**Principal**)

AND

<<**Contractor**>> (**Business Registration No.**) of <<**address**>> (**Contractor**)

NOW IT IS AGREED as follows:

1. The Contractor agrees to perform the Works for the Principal in relation to the PIF Sub-regional Office Fence (**Project**).
2. The Contract Sum for the Works is [insert Contract Sum amount] or [insert Contract Sum in words] in [insert currency name] currency and includes all Applicable Taxes.
3. This Formal Instrument of Agreement together with the documents listed below form the Agreement for the Works. If there is a conflict between any of these documents, the following order of priority applies:
 - a) Formal Instrument of Agreement;
 - b) Reference Schedule;
 - c) Annexure 1 General Conditions of Contract
 - d) Annexure 2 Special Conditions of Contract;
 - e) Annexure 3 Principal Project Requirements;
 - f) Annexure 4 Program;
 - g) Annexure 5 Contract Sum Breakdown
(together "**Agreement**").

EXECUTED for and on behalf of **Tetra
Tech International Development Pty
Limited (ABN 63 007 889 081)** by its duly
authorised representative pursuant to
section 126 of the *Corporations Act 2001*
(*Cth*):

)
)
)
)
)

.....
Signature of authorised representative

.....
Name and position

...../...../.....
Date

SIGNED for and on behalf of
**<<CONTRACTOR>> (Business
Registration No.)** by its authorised officer:

)
)
)

.....
Signature of authorised officer

.....
Print Name

...../...../.....
Date

REFERENCE SCHEDULE

Item 1 The Works

Refer to RFQ Part B – Scope of Services

Item 2 The Site and Location

Site: Bairiki, Tarawa

Location: Kiribati

Item 3 Contract Sum (inclusive of Consumption Tax)

[Insert Contract Sum Amount]

Item 4A Commencement Date

19th October 2026

Item 4B Date for Completion

14th December 2026

Item 5 Liquidated Damages Rate

Rate: AUD\$100 per day

Limit: 10% of the contract sum

Item 6 Payment

Payment of the Contract Sum shall be made in accordance with the following milestone schedule:

- XX% payable upon Contract Signing.
- XX% payable upon achievement of 50% Completion of the Works.
- XX% payable upon Practical Completion of the Works.
- 5% retention payable upon expiration and satisfactory completion of the six (6) month Defects Liability Period.

Provisional Sums approved by the Principal's Representative shall be incorporated at the above milestones where applicable.

Date on which a payment claim may be submitted: Upon achievement of each milestone stated above.

Date on which a scheduled amount is due and payable: 20 Business Days following receipt of a payment claim

Item 7 Principal's Representative

Bauro Lambourne

Project Manager

Email: bauro.lambourne@tetrattech.com

Phone: +686 73011391

Item 8 Defects Liability Period

6 months from the Date of Completion

Item 9 Security

Retention monies at 10% of each progress payment until the total retention moneys held by the Principal equals 5% of the Contract Sum.

Item 10 Insurance

- a) Public Liability insurance to: \$1,000,000;
- b) Works insurance to the value of the contract plus 20%;
- c) Employee insurance in accordance with statutory requirements applicable in the Location; and
- d) Motor Vehicle/Plant insurance: all vehicles and mobile plant used on site must have minimum 3rd Party Insurance.

Item 11 Maximum mark up for profit and overheads on variations:

15%

ANNEXURE 1

GENERAL CONDITIONS OF CONTRACT

1. APPLICATION

- 1.1. These General Conditions describe the terms on which the Contractor will carry out the Works for the Principal.

2. WORKS UNDER CONTRACT

- 2.1 The Contractor must carry out and complete all the Works at the Site.
- 2.2 In consideration for proper performance of the Works, the Principal will pay the Contractor the Contract Sum.
- 2.3 The Contractor must
- a) carry out activities and construct the Works in accordance with the Agreement and any reasonable directions of the Principal;
 - b) carry out the Works with the level of care, diligence and skill that is reasonable to expect of a qualified and experienced contractor;
 - c) perform the Works in accordance with the requirements of any specifications, drawings or other documents referred to in Annexure 3 (Project Requirements);
 - d) comply with the requirements of legislation and statutory authorities affecting the Works (including but not limited to those relating to labour, anti-slavery and human trafficking), and unless otherwise specified pay all fees, give all notices and obtain all necessary consents in connection with such requirements;
 - e) inform itself of the Principal's requirements and carefully examine any information or documentation provided by the Principal to the extent necessary to properly perform the Works;
 - f) where possible, carry out any Works likely to cause noise, vibration or other disturbance in accordance with the Principal Representative's reasonable directions;
 - g) ensure that goods or materials supplied incidental to the Works, are new, of merchantable and satisfactory quality and fit for their intended purpose; and
 - h) currently hold (and ensure that all subcontractors hold) all necessary approvals, authorities, licences and permits which are required for the proper performance of the Works.
- 2.4 The Contractor must ensure that the Works are carried out in accordance with all applicable health and safety, equality, inclusiveness, environmental and social safeguarding requirements specified in this Agreement, including the Client and Principal's Requirements described in Annexure 3 (Special Conditions of Contract). If the Contractor fails to do so, the Principal may have those obligations performed by the Principal or by others at the Contractor's cost.
- 2.5 The Contractor will keep the Site and the Works clean and tidy and regularly remove from the Site rubbish and surplus material arising from the execution of the Works. On completion of the Works the Contractor will clear away and remove from Site all constructional plant, surplus materials, rubbish and all temporary works.
- 2.6 If required or authorised in writing by the Principal to subcontract any part of the Works, the Contractor must provide and employ on the Site for carrying out the Works, any skilled, semi-skilled and unskilled labour as is necessary for proper and timely completion of the Works. The Contractor is encouraged, to the extent reasonably possible, to employ labour with appropriate experience from sources within the Location.
- 2.7 The Contractor must not subcontract any part of the Works without the prior written approval of the Principal, which must not be unreasonably withheld or delayed. In granting the approval, the Principal may impose reasonable conditions.
- 2.8 Subcontracting does not relieve that Contractor of any obligation under the Agreement.

- 2.9 The Contractor must ensure that every subcontract entered into in connection with the Works includes provisions which impose on the subcontractor obligations equivalent to those imposed on the Contractor under this Contract, to the extent relevant to the subcontracted work.

3. INSURANCE

- 3.1 Before commencing the Works the Contractor must have in place the insurances listed in Item 10 of the Reference Schedule. If requested in writing by the Principal, the Contractor will provide evidence to the reasonable satisfaction of the Principal that insurances required by the Contract are effected and maintained. Insurance will not limit liabilities or obligations under other provisions of the Contract.
- 3.2 Insurances required under this Agreement must be maintained from the Commencement Date to the end of the Defects Liability Period in the amounts stated in Item 10 of the Reference Schedule for the following events, which are the Contractor's risks:
- a) loss of or damage to the Works and materials;
 - b) loss of or damage to plant and equipment;
 - c) loss of or damage to property (other than Works, Plant, Materials and Equipment);
 - d) personal injury or death.
- 3.3 If the Contractor does not provide the Principal with evidence of the required insurances in accordance with clause 3.1, the Principal may effect the relevant insurance and recover the cost of the premiums from payments otherwise due to the Contractor under this Agreement or, if no (or insufficient) payment is due, the cost of the premiums will be a debt due and payable by the Contractor to the Principal on demand.

4. SECURITY

- 4.1 The Contractor must provide Security in the amount and in the form shown in Item 9 and in accordance with this clause 4. The Security will be held by the Principal as security for the due and proper performance of the Works by the Contractor.
- 4.2 The Principal may have immediate recourse to the Security where the Principal has become entitled to exercise a right under this Contract in respect Security or to satisfy any debt owed by the Contractor to the Principal under this Contract, or otherwise where the Principal believes in good faith it has a bona fide claim against the Contractor.
- 4.3 The Contractor agrees that it will not take any action against the Principal which may prevent the Principal calling upon the Security.
- 4.4 The Principal will not be liable for any loss to the Contractor occasioned by the Principal's recourse to the Security in accordance with this clause 4.
- 4.5 The Principal's entitlement to the Security provided under clause 4.1 will reduce by 50% upon completion of the Works and the Principal issuing a certificate of completion. The Principal will release and return the Security held by the Principal in excess of its entitlement to the Contractor within 10 Business Days after the date on which it such entitlement ceases.
- 4.6 The Principal will release and return the balance (if any) of the Security to the Contractor within 10 Business Days after the expiry of the defects liability period.

5. LIABILITY FOR LOSS & DAMAGE

- 5.1 The Contractor must indemnify and must keep indemnified the Principal against all claims, actions, loss liabilities, or damage to or connection with:
- a) any death or injury to persons;
 - b) any loss or damage to real or tangible property; and
 - c) the undertaking of the Works;
- arising out of or as a consequence of a breach of the Agreement by the Contractor or any negligent, fraudulent or wilful act or omission in the performance of the Works by the Contractor, its employees, agents or subcontractors.
- 5.2 The indemnity in clause 5.1 will be reduced proportionally to the extent that a negligent or unlawful act or omission of the Principal or its consultants, agents or other contractors (not

being employed by the Contractor) may have contributed to the claim, action, injury, death, loss or damage.

6. TIMES FOR PERFORMANCE OF THE WORKS

- 6.1 The Contractor must commence the Works on the Commencement Date (or if no Commencement Date is specified, the Contractor must promptly commence the Works) and complete the Works to the reasonable satisfaction of the Principal by the Date for Completion, or such later date as extended by the Principal under clause 11.
- 6.2 If no Date for Completion is specified in this Agreement, the Principal may require the Contractor to undertake the Works or any part of the Works in conformity with a reasonable time schedule issued by the Principal.

7. DELAY IN COMPLETION

- 7.1 If the Contractor fails to complete the Works by the Date for Completion, the Principal will certify, as due and payable to the Principal liquidated damages at the rate stated in Item 5 of the Reference Schedule for every day after the Date for Completion to and including the earlier of the Date of Completion or termination of this Agreement.

8. VARIATION

- 8.1 The Principal may direct in writing a variation. The Contractor will submit the price of such variation to the Principal's Representative within 5 Business Days of the Principal's direction. The variation will be valued by agreement between the Contractor and the Principal or failing agreement, by the Principal on the basis of applicable rates or fees specified in this Agreement or, if none, then reasonable rates or fees, and the Contract Sum adjusted accordingly. The maximum allowable mark up for profit and overheads is included in Item 11 of the Reference Schedule. No payment for a variation will be made unless the variation is authorised by the Principal in writing.

9. DEFECTS

- 9.1 The Contractor must complete the works free of defects by the Date for Completion.
- 9.2 The Contractor must promptly rectify all defects and omissions notified to the Contractor during the defects liability period specified in Item 8 of the Reference Schedule.
- 9.3 If the Contractor fails to comply with clause 9.2, the Principal may have the omission or defect remedied by other persons and all costs incurred will be a debt due and payable by the Contractor to the Principal, which may be deducted from payments due to the Contractor under this Agreement.

10. DEFAULT

- 10.1 Subject to clause 10.3, if the Contractor fails to commence or proceed with the Work at a reasonable rate of progress, or commits any substantial breach of the Agreement, the Principal may, by written notice, require the Contractor to show cause by the date specified in the notice why the Principal should not exercise a right under clause 10.2.
- 10.2 If the Contractor fails to show reasonable cause by the date specified by the Principal, then the Principal may upon written notice to the Contractor terminate the Agreement or suspend payment and take the remaining Work (wholly or partly) out of the hands of the Contractor without prejudice to any rights of the Principal under the Agreement or at common law.
- 10.3 If the Contractor:
 - a) fails to hold a current licence required to perform the Work; or
 - b) becomes Insolvent, bankrupt, or being a company goes into liquidation, or is involved in any action or proceedings which has as an object or may result in its bankruptcy or liquidation; or

- c) enters into a debt agreement, a deed of assignment or deed of arrangement, or, if a company, enters into a deed of company arrangement with creditors, or an administrator or controller is appointed; or
 - d) has a receiver, a receiver and manager appointed or a mortgagee goes into possession of any of its assets,
- the Principal may, without notice to show cause, exercise a right under clause 10.2.
- 10.4 In the event that the Principal takes work out of the hands of the Contractor, the Principal may itself or by means of other persons, complete the whole or any part of that work and may without payment of compensation take possession of the constructional plant and other things on or in the vicinity of the Site as are owned by the Contractor. If the cost incurred by the Principal in completing the Work is greater than the amount which would have been paid to the Contractor if the Contractor had completed the Work, the difference will be a debt due and payable by the Contractor to the Principal.

11. EXTENSION OF TIME

- 11.1 The Contractor will complete the Works by the Date for Completion or within any extended time agreed in writing by the Principal. The Principal at its sole discretion may extend the Date for Completion for any reason.
- 11.2 The Contractor will be entitled to submit a claim for reasonable delay costs incurred as a direct result of delays caused by the Principal for which it has been granted an extension of time by the Principal. Any claim for delay costs under this clause 11.2 will be submitted in writing and include detailed particulars of the cost to the Contractor resulting from the delay.
- 11.3 The Principal will review any delay costs claim made under clause 11.2 and may reimburse costs it considers reasonable. It is at the Principal sole discretion to reimburse any or part of a claim submitted by the Contractor under clause 11.2.
- 11.4 The Contractor will not be entitled to payment of any additional costs arising from any other delay howsoever caused.

12. PAYMENT FOR THE WORKS

- 12.1 The Contractor will submit a payment claim to the Principal supported by information the Principal reasonably requires but, at a minimum, includes a description of the Work completed, the applicable retention amount (if any) pursuant to clause 4 and Item 9 and the amount claimed for the relevant claim period on the dates specified in Item 6 of the Reference Schedule.
- 12.2 Within 10 Business Days of receipt of a payment claim, the Principal will issue the Contractor a payment schedule setting out:
- a) the payment claim it relates to;
 - b) the scheduled amount owing;
 - c) any amounts of the payment claim the Principal alleges are not due and payable;
 - d) if Security is required by Item 9 of the Reference Schedule, the applicable retention amount (if any); and
 - e) if the scheduled amount is less than the Contractor's claimed amount or if the Principal is withholding payment for any other reasons, an explanation of those reasons.
- 12.3 Within 3 Business Days after the Principal's issue of a payment schedule, the Contractor may issue a tax invoice to the Principal for the scheduled amount in the reference schedule. The Contractor's tax invoice must:
- a) be in the form required under local Consumption Tax legislation
 - b) separately identify any Consumption Tax component;
 - c) be sent to the Principal at the address specified on the payment schedule;
 - d) state the reference number specified for invoicing within the Payment Schedule.
 - e) provide the Contractor's Taxpayer Identification Number (TIN);
 - f) if Security is provided by retentions, state the retention amount (if any) stated in Item 9;

- g) include the Principal's project reference number (if any); and
 - h) contain clear instructions about how payment can be made.
- 12.4 The Principal will pay the Contractor the scheduled amount specified in the tax invoice issued on the date for payment specified in Item 6 of the Reference Schedule. If Security is provided by retention, the Principal may deduct the retention amount (if any) stated in Item 9.
- 12.5 Payment is not evidence of the value of Work or an admission of liability or that it has been done satisfactorily but is payment on account only. Nothing in this Agreement will oblige the Principal to pay for work that is not in accordance with the Agreement, or for plant or materials not incorporated in the Works.
- 12.6 Without limiting the Principal's other rights and remedies, the Principal may set-off any amount owed by the Contractor to the Principal in connection with this Agreement against any retention monies held by the Principal and/or any amount which is otherwise payable by the Principal to the Contractor in connection with this Agreement.
- 12.7 The Contractor warrants that it has, and will continue to fully inform itself of all applicable laws and regulations and will be solely liable for, pay and report to the relevant government authorities, all applicable taxes, levies, duties, tariffs, charges, deductions, withholding and similar imposts duties and tariffs which are payable thereunder in relation to the Works and the Contractor's performance of its obligations under this Agreement (including but not limited to consumption tax and withholding taxes) in accordance with those laws and regulations ("**Applicable Taxes**").
- 12.8 The Contractor acknowledges and agrees that the Contract Sum includes all Applicable Taxes and all direct and indirect expenses to discharge the Contractor's obligations with respect to them.
- 12.9 The Contractor indemnifies and holds harmless the Principal, its affiliates and their respective successors, assigns and personnel against all Applicable Taxes and claims made in respect of them.
- 12.10 The Contractor acknowledges that it relies on its own independent investigation, professional and other tax, legal and accounting advice and risk assessment in connection with the Works and this Agreement.

13. NOTICES

- 13.1 Subject to clause 13, any notice under this Agreement will be effective if made in writing and delivered by email or hand or to the address of the recipient as set out in the Formal Instrument of Agreement or such other address as the recipient designates by notice given in accordance with this clause.
- 13.2 Without limiting clause 13, notices will be deemed to be given:
- a) on the day on which an email is sent, or if sent on a day which is a Saturday, Sunday or public holiday in South Australia, on the next day which is not a Saturday, Sunday or public holiday in South Australia; or
 - b) when delivered by hand.

14. PRINCIPALS' REPRESENTATIVE

- 14.1 The Principal's Representative is responsible for providing instructions in relation to the Works will be the person named in Item 7 of the Reference Schedule, or such replacement representative as notified by the Principal.
- 14.2 The Contractor must comply with all reasonable instructions of the Principal's Representative.
- 14.3 Unless the context requires otherwise, a reference to the Principal in this Agreement includes a reference to the Principal's Representative.

15. DISPUTES

- 15.1 Save for proceedings seeking interlocutory relief, the parties expressly agree to endeavour to settle any dispute arising out of or in relation to this Agreement ('Dispute') in accordance with this clause 15, before recourse to legal proceedings.
- 15.2 A party claiming that a Dispute has arisen must notify the other party in writing, giving details of the Dispute (the 'Notice').
- 15.3 Within 7 days of the Notice being received by the other party ('Date of Notice'), each party must nominate in writing to the other party a representative authorised to settle the Dispute on its behalf.
- 15.4 Within 14 days of the Date of Notice, the nominated representatives will communicate in person or by telephone, and will endeavour to settle the Dispute.
- 15.5 If the Dispute has not been resolved within 28 days of the Date of Notice then either party may refer the Dispute to mediation in accordance with the Mediation Rules in the Mediation Location.
- 15.6 If the Dispute is not resolved by mediation within 60 days of the Date of Notice, either party may commence legal proceedings in respect of the Dispute.
- 15.7 Notwithstanding the existence of a Dispute, each party will continue to perform its obligations under this Agreement.
- 15.8 This clause 15 will survive termination of this Agreement.

16. EXECUTION

- 16.1 Each party agrees that this Agreement may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the parties' intention to be bound by this agreement as if physical signing had occurred.
- 16.2 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of the party who has executed and delivered that counterpart. Each party may communicate its execution of the Agreement by successfully transmitting an executed copy of the Agreement by an electronic method to each party.

17. HEALTH AND SAFETY

- 17.1 The Contractor will be responsible for the safety of all activities on Site.
- 17.2 The Contractor will:
 - a) comply with all applicable health and safety legislation and regulation of the Location;
 - b) comply with all applicable health and safety obligations specified in the Agreement;
 - c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
 - d) consult, cooperate and coordinate activities with workers who carry out work for the Contractor and all other persons who have a work, health and safety duty in relation to the same matter;
 - e) allow the Principal or its agents to review, inspect, audit or observe the Contractor's health and safety systems, work practices and procedures related to the Works at any time, at no extra cost, liability or responsibility to the Principal in relation to such matters;
 - f) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to persons entitled to be on the Site and other places, if any, where the Works are being executed;
 - g) provide fencing, lighting, safe access, signage, guarding and watching of:
 - i. the Works until the Works are taken over by the Principal; and
 - ii. any part of the Works where the Contractor is executing outstanding works or remedying any defects during the defects liability period; and

- h) provide any temporary works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

18. GENERAL

- 18.1 This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties in relation to the Works and will prevail over any contrary or alternative terms of the Contractor or any third party.
- 18.2 No waiver, addition to or modification of any provision of this Agreement will be binding upon the parties unless in writing and signed by the parties.
- 18.3 This Agreement is governed by and interpreted in accordance with the laws of the State of South Australia in Australia.

19. DEFINITIONS

- 19.1 In this Agreement, except where the context requires another meaning:

Applicable Taxes has the meaning given in clause 12.7.

Business Days means a day that is not a Saturday or Sunday or a day that is wholly or partly observed as a public holiday in the Location.

Client means the Principal's client in relation to the Project.

Contract Sum means the contract sum as stated in Item 3 of the Reference Schedule.

Commencement Date specified in Item 4A of the Reference Schedule.

Completion means when all of the Work has been completed in accordance with this Agreement.

Consumption Tax means tax levied on goods and services at the point of purchase, paid by the consumer (commonly "Value Added Tax (VAT)" or "Goods and Services Tax (GST)").

Date for Completion means the date specified in Item 4B of the Reference Schedule.

Date of Completion means that date on which the Work reached Completion, as notified by the Principal's Representative to the Contractor's Representative.

Insolvent has the meaning given to it under applicable legislation in the Location.

Key Personnel means the individuals, identified in the Contractor's response to the Principal's request for tender / services, as key personnel to carry out the Works.

Location means the country listed in Item 2 of the Reference Schedule.

Mediation Location means either Melbourne, Australia, or Auckland, New Zealand, or such other location as the Principal may reasonably determine by notice to the Contractor.

Mediation Rules means the Mediation Rules of the Australian Disputes Centre or such other mediation rules as the Principal may reasonably nominate, by notice to the Contractor.

Modern Slavery means situations involving coercion, threats or deception to exploit victims and undermine their freedom including but not limited to human trafficking, slavery, servitude, forced labour, debt bondage, forced marriage and child labour.

Project means the project carried out by the Principal for the Client, as defined in the Formal Instrument of Agreement.

Security means the form and amount of security specified in Item 9 of the Reference Schedule.

Site means the site as detailed in Item 2 of the Reference Schedule.

Work(s) means the work to be performed by the Contractor under the Agreement as described in Item 1 of the Reference Schedule, including any agreed variation made pursuant to the terms of this Agreement.

ANNEXURE 2

SPECIAL CONDITIONS OF CONTRACT

1. PERSONNEL AND EQUIPMENT

- 1.1. The Contractor will employ the Key Personnel (if any) and equipment to carry out the Works that were identified in the Contractor's response to the request for tender, or other personnel and equipment approved by the Principal's Representative.
- 1.2. The Principal's Representative may require the Contractor to remove (or cause to be removed) any person employed or engaged on the Site or Works who:
 - a) persists in any misconduct or lack of care;
 - b) carries out duties incompetently or negligently;
 - c) fails to comply with any provision of the Agreement;
 - d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
 - e) based on reasonable evidence, is determined to have engaged in fraudulent or corrupt conduct during the execution of the Works;
 - f) undertakes behaviour which breaches any of the Client or Principal's policy requirements, as specified in Special Condition 3 of this Agreement.
- 1.3. If appropriate, the Contractor will promptly appoint (or cause to be appointed) suitable replacement personnel with equivalent skills and experience.

2. CONDITIONS OF LABOUR

- 2.1. The Contractor will pay rates of wages, and observe conditions of labour, which comply with all applicable laws. The Contractor will inform the Contractor's personnel about their liability to pay personal income taxes in the Location in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the Location for the time being in force, and the Contractor will perform such duties in regard to such deductions thereof as may be imposed on the Contractor by such laws.
- 2.2. Except as otherwise stated in the Agreement, the Contractor will provide and maintain all necessary accommodation and welfare facilities for the Contractor's personnel.
- 2.3. The Contractor will, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's personnel or as required for the completion of activities on site.

3. CLIENT AND PRINCIPAL'S POLICY REQUIREMENTS

- 3.1. The Contractor and its personnel must have regard to and comply with, all applicable laws, guidelines, regulations, and policies in Australia and in the Location where the Works are to be delivered.
- 3.2. The Contractor must ensure that it and its personnel have regard to and comply with any Client and Principal policies that are applicable to the Works, including the Tetra Tech Inc. Vendor Code of Conduct, Tetra Tech International Development Safeguarding Code of Conduct, those policies and requirements which are listed below, and any further policies and requirements which are notified to the Contractor by the Principal from time to time.

(Client's Policy Requirements)

- a) Environmental and Social Safeguards <https://www.dfat.gov.au/aid/topics/aid-risk-management/Pages/environmental-and-social-safeguards>
- b) Right to Freedom From Slavery and Forced Labour <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>
- c) Child Protection <https://www.dfat.gov.au/international-relations/themes/child-protection/child-protection-policy>
- d) Protection from Sexual Exploitation, Abuse and Harassment <https://www.dfat.gov.au/international-relations/themes/protection-sexual-exploitation-abuse-and-harassment>
- e) Disability Inclusive Development <https://www.dfat.gov.au/development/topics/development-issues/australia-assistance-disability-inclusive-equity-rights>

- f) Gender Equality and Women's Empowerment <https://www.dfat.gov.au/about-us/publications/Pages/promoting-opportunities-for-all-gender-equality-and-women-s-empowerment>
- g) Fraud Control Policy <https://www.dfat.gov.au/about-us/corporate/fraud-corruption-control>
- h) Foreign Bribery <https://www.ag.gov.au/crime/foreign-bribery>
- i) Commonwealth Procurement Rules and Guidelines <https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>
- j) Counterterrorism <https://www.dfat.gov.au/about-us/publications/Pages/development-approaches-to-counteracting-violent-extremism>

(Principal's Policy Requirements)

- k) Tetra Tech Incorporated Vendor Code of Conduct,
- l) Tetra Tech International Development Contractor Health and Safety Commitment,
- m) Tetra Tech International Development Safeguarding Code of Conduct,
- n) Tetra Tech International Development Preventing Sexual Exploitation, Abuse and Harassment Policy, and
- o) Tetra Tech International Development Child Protection Policy.

4. OTHER

- 4.1. [insert any additional special conditions OR delete]
- 4.2. [insert any additional special conditions OR delete]
- 4.3. [insert any additional special conditions OR delete]

ANNEXURE 3

PRINCIPAL PROJECT REQUIREMENTS

Scope

Refer to RFQ Part B – Scope of Services

Specification Register

The following register lists the specifications that provide the basis of the contract:

Specification No.	Title	Revision

Drawing Register

The following register lists the drawings that illustrate and provide the basis of the contract:

Drawing No.	Title	Revision

Other Documents

The following register lists other documents that form the basis of the contract:

Document No.	Title	Revision

ANNEXURE 4

PROGRAM

[insert program details]

ANNEXURE 5

CONTRACT SUM BREAKDOWN

[insert contract sum breakdown]