

**COMMONWEALTH OF AUSTRALIA**

**DEPARTMENT OF DEFENCE**

**REQUEST FOR QUOTATION / MINOR CONSULTANCY CONTRACT (INTERNATIONAL)**

**PROJECT NAME AND NUMBER: *[INSERT]***

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|  ***[COMMONWEALTH GUIDANCE NOTES - PLEASE REMOVE THIS BOX PRIOR TO RFQ ISSUE]******TEMPLATE LAST AMENDED: 6 JUNE 2023***This template is to be used for contracts for consultancy services which are generally valued under $4 million (inclusive of any GST) (above which additional policy / legislative requirements will apply, including in respect of the requirement to obtain an endorsement to proceed prior to release in accordance with the Defence Procurement Policy Manual - see <https://www1.defence.gov.au/business-industry/procurement/policies-guidelines-templates/defence-procurement-policy-manual>). It is not to be used where design services are being provided. Those matters in ***[SQUARE BRACKETS, BOLD, ITALICS AND HIGHLIGHTED IN GREY]*** are to be completed by the Commonwealth before the Request for Quotation is issued. |

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| **Guidance Notes:**This document serves three purposes:* it is a Request for Quotation (**RFQ**);
* it is a Quotation when completed by the consultant and lodged to the Commonwealth in accordance with the RFQ Conditions set out below; and
* it is a contract when one copy (and subject to any changes it may require prior to acceptance) is signed by the Commonwealth and returned to the successful Consultant.

This document comprises:* these Guidance Notes, the RFQ Conditions and Lodgement Checklist set out below, each of which will not form part of the contract (if any) between the Commonwealth and the successful Consultant;
* the Contract Details. You should complete those matters in **[SQUARE BRACKETS, BOLD AND HIGHLIGHTED IN YELLOW]**;
* the Contract Conditions;
* the signature page and date, where you sign and have your Quotation witnessed and where (if accepted, and subject to any changes it may require prior to acceptance) the Commonwealth signs to accept the Quotation and inserts the date of execution, which will be the date of the contract;
* Attachment 1, which contains additional information to be completed and submitted as part of your Quotation;
* Attachment 2, where your proposed pricing is to be completed and submitted as part of your Quotation; and
* Attachment 3, which contains the Brief.

You should read this document and all attachments thoroughly prior to submitting your Quotation. |

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| **RFQ Conditions:**By submitting a signed Quotation, you agree to the RFQ Conditions as set out below.1. **Lodgement Requirements**

Your Quotation must be:* 1. completed in accordance with the Lodgement Checklist below;
	2. received by no later than ***[INSERT TIME AND DATE, INCLUDING TIME ZONE]*** (**Closing Date and Time**); and
	3. lodged with the Commonwealth as follows:
		1. ***[INSERT LODGEMENT REQUIREMENTS E.G. VIA AUSTENDER / EMAIL]***
		2. ***[INSERT FORMAT REQUIREMENTS E.G. ELECTRONIC PDF COPY]***
1. **Evaluation of** **Quotations**

The Commonwealth is not bound to accept the lowest or any Quotation. Quotations are evaluated on the general criterion of best value for money to the Commonwealth. Subject to the other RFQ Conditions, the Commonwealth will, in considering your Quotation and assessing value for money, apply the following evaluation criteria:* 1. ***[INSERT THE EVALUATION CRITERIA FOR THE REQUEST FOR QUOTATION AS DEFINED IN THE APPROVED EVALUATION PLAN. THIS MUST INCLUDE THE RELEVANT EVALUATION CRITERIA WEIGHTINGS AND/OR ANY RELEVANT IMPORTANCE RANKING THAT IS PLACED ON EACH EVALUATION CRITERIA]***
1. **General Conditions Applicable to RFQ Process**
	1. You must direct all questions or concerns related to this document, the RFQ process and the Minor Consultancy Contract (International) to the Commonwealth's representative via email to ***[INSERT EMAIL ADDRESS]***no later than the Closing Date and Time. The Commonwealth is not obliged to respond to such questions or concerns. The Commonwealth may (in its absolute discretion) provide information or answer questions from consultants in the form of an "information document" or an addendum issued in accordance with paragraph c.
	2. The Commonwealth may (in its absolute discretion) vary, suspend, discontinue or terminate the RFQ process at any time and for any reason. There are no procedural or substantive limitations upon the manner in which the Commonwealth may conduct the RFQ process.
	3. At any time prior to the Closing Date and Time, the Commonwealth may (in its absolute discretion):
		1. amend the RFQ in the form of addenda. No explanation or interpretation of the RFQ may be relied upon unless issued as an addendum; and
		2. provide you with a document expressly stated to be an "information document". Information documents will not form part of the Contract (if any) and you will not be entitled to and shall not rely upon any information documents or the accuracy or adequacy of the information documents for the purposes of preparing your Quotation or entering into any contract with the Commonwealth.
	4. After the Closing Date and Time, the Commonwealth may (in its absolute discretion):
		1. decide not to evaluate (or continue to evaluate) a Quotation if you have not complied with these RFQ Conditions, or if the Commonwealth considers that the Quotation is incomplete, clearly not competitive against the evaluation criteria under paragraph 2 above or is otherwise unlikely to represent value for money;
		2. require you to provide further information, documents, evidence or clarification in relation to any aspect of the Quotation; and
		3. undertake negotiations with one or more preferred consultants who have submitted a Quotation, in accordance with such negotiation protocols as the Commonwealth may require, including the resubmission of an amended Quotation to reflect the outcome of any such negotiations. Such negotiations are not to be taken as a representation that the contract will be awarded to that consultant and does not bind the Commonwealth to do so.
	5. A Quotation will not be deemed to be accepted unless and until both the successful Consultant and the Commonwealth have signed a Quotation. No other document issued or made available and no other representation made or conduct engaged in, by or on behalf of the Commonwealth will be deemed to be acceptance of a Quotation or to create any contractual or other legal relationship which is binding on the Commonwealth or otherwise oblige the Commonwealth to enter into a contract with a consultant.
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| **Lodgement Checklist:**🞏 Have you completed all matters in **[SQUARE BRACKETS, BOLD AND HIGHLIGHTED IN YELLOW]**?🞏 Have you completed Attachment 1?🞏 Have you completed Attachment 2?🞏 Have you signed the Quotation? |

**CONTRACT DETAILS**

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| **Commonwealth Details**  | Name  | Commonwealth of Australia represented by the Australian Department of Defence |
| Address | ***[INSERT]*** |
| Phone | ***[INSERT]*** |
| Email  | ***[INSERT]*** |
| Name of representative / contact person | ***[INSERT]*** |
| **Consultant Details** | Name  | **[INSERT]** |
| ABN / ACN  | **[INSERT]** |
| Address | **[INSERT]** |
| Phone | **[INSERT]** |
| Email  | **[INSERT]** |
| Name of representative / contact person | **[INSERT]** |
| Builders Registration Licence No (if applicable) | **[INSERT]** |
| **Contract**  | The Contract in respect of the Services is formed by: 1. the Contract Conditions;
2. these Contract Details;
3. Attachment 2 - Fee;
4. Attachment 3 - Brief; and
5. ***[INSERT ANY OTHER DOCUMENTS TO FORM PART OF THE CONTRACT, FOR EXAMPLE ANY SCOPE DOCUMENTS]***
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| **Services** | The services described in, or reasonably to be inferred from, the Brief.  |
| **Site** (Clauses 2 and 3) | Clause 2 ***[DOES/DOES NOT]*** apply.(Clause 2 applies unless otherwise stated)***[INSERT SITE (IF ANY)]******[INSERT ANY SITE ACCESS REQUIREMENTS]*** |
| **Timing for Services**(Clause 3(a)) | The Services commence on and from the date the Contract is signed by both parties and end on ***[INSERT DATE OR INSERT "completion of the Services in accordance with Contract" IF NO END DATE IS TO BE SPECIFIED]*** unless terminated earlier in accordance with the Contract.The Consultant must use its best endeavours to perform the Services in accordance with any timeframe set out in the Contract and otherwise regularly and diligently progress the performance of the services, including the submission of any Consultant Material.***[INSERT ADDITIONAL DETAIL, IF REQUIRED, REGARDING TIMING FOR THE SERVICES, DEPENDING ON THE NATURE AND FREQUENCY OF THE SERVICES AND WHETHER THESE ARE REOCCURRING]***  |
| **Consultant Material**(Clause 7) | All material produced or provided by the Consultant in connection with the Services and the Contract. |
| **Statutory Requirements**(Clause 9) | Any law applicable to the Site or the Services, and any approval or requirement of a national, state or local authority, body or organisation having jurisdiction in connection with the Contract, the Site or the Services. |
| **Fee**(Clause 14)  | As set out in Attachment 2 - Fee |
| **Times for submission of payment claims by the Consultant**(Clause 14) | ***[COMMONWEALTH TO INSERT E.G. MONTHLY ON THE LAST DAY OF THE MONTH / ON COMPLETION OF THE SERVICES]*** |
| **Consultant Insurance Requirements**(Clause 16)***[COMMONWEALTH TO CONSIDER AND INCLUDE INSURANCES AS RELEVANT TO THE SERVICES]*** | Professional Indemnity Insurance: A policy of insurance to cover claims made against the insured for civil liability for breach of professional duty (whether owed in contract or otherwise) and unintentional breaches of third party intellectual property by the Consultant or its subconsultants in carrying out the Consultant's activities under the Contract. | **❑ YES ❑ NO*****Amount of Cover:* $[CONSULTANT TO INSERT] per claim and $[CONSULTANT TO INSERT] in the aggregate** |
| Public liability insurance: A policy of liability insurance covering the:1. Consultant and all subconsultants for their respective liabilities; and
2. Commonwealth for all legal liabilities arising out of or in connection with any act, error, omission, negligence or breach of contract by the Consultant (or any subconsultant),

to third parties and to each other, for loss of, loss of use of or damage to property and death of or injury to any person, arising out of or in connection with the Services. This policy is not required to cover liabilities or losses under Workers Compensation Insurance or Employers' Liability Insurance (as defined below) | **❑ YES ❑ NO****$[CONSULTANT TO INSERT]** ***[each and every public liability occurrence.]*** |
| Workers Compensation Insurance: A policy of insurance prescribed by statute in each jurisdiction in which the Services are performed or the Consultant's employees perform work, are employed or normally reside to insure against or make provision for the liability of the Consultant to its employees for death or injuries arising out of or in connection with their employment | **❑ YES ❑ NO**Amount of cover: the minimum amounts prescribed by statute in each jurisdiction in which the Services are performed or the Consultant's employees perform work, are employed or normally reside. |
| Employers' Liability Insurance (whether as an extension to Workers Compensation Insurance or otherwise): A policy of insurance covering the liability of the Consultant and all subconsultants to its employees at common law for death or injuries arising out of or in connection with their employment  | **❑ YES ❑ NO**Amount of cover: the amount that a prudent, competent and experienced consultant carrying out the Services would purchase which must not be less than $**[CONSULTANT TO INSERT]**. |
| **Level of DISP membership**(Clause 26) | DISP Membership ***[IS/IS NOT]*** required.(Clause 26 does not apply unless otherwise stated)***[NOTE TO COMMONWEALTH: CONSULTANT WILL NOT BE ELIGIBLE FOR DISP MEMBERSHIP WHERE IT IS A FOREIGN ENTITY]***Where DISP Membership is required: |
| **DISP Membership / Security Domain** | **Level**  |
| DISP Membership | ***[INSERT LEVEL, WHICH MUST EQUAL THE HIGHEST DISP MEMBERSHIP REQUIRED FOR THE 4 DOMAINS BELOW. INSERT "NOT APPLICABLE" IN THIS AND BELOW ROWS IF DISP MEMBERSHIP IS NOT REQUIRED]*** |
| Governance | ***[INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED)]*** |
| Personnel Security | ***[INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED)]*** |
| Physical Security | ***[INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED)]*** |
| Information / Cyber Security | ***[INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED)]*** |

CONTRACT CONDITIONS

1. **Entire Contract:** An entire contract exists between the Commonwealth and the Consultant comprising these Contract Conditions and any other documents set out in the Contract Details. Unless the context otherwise indicates, a defined term used in these Contract Conditions has the meaning given by the corresponding item set out in the Contract Details.
2. **Site Access:** If the Contract Details state that this clause 2 applies:
	* 1. subject to any other provision of the Contract affecting access, the Commonwealth must use reasonable endeavours to give the Consultant sufficient access to the Site (if required) to allow it to perform the Services;
		2. the Consultant must, and must ensure all personnel engaged in Services, comply with the requirements for Site access applicable to the Site set out in the Contract or notified in writing by the Commonwealth; and
		3. the Commonwealth may (in its absolute discretion) direct the Consultant to remove any employee from the Site. The Consultant must immediately comply with such direction and ensure that person is not again involved in connection with the Services.
3. **Services:** The Consultant must perform the Services:
	* 1. at the Site (if required) and in accordance with the timing details specified in the Contract Details;
		2. using appropriately qualified, skilled and experienced personnel who, if required under any Statutory Requirement to be licensed or registered with an industry or governmental body, are so licensed or registered;
		3. utilising those people specified in Attachment 1 or equivalent replacement persons approved by the Commonwealth;
		4. to a high standard consistent with best industry practice;
		5. in accordance with any direction of the Commonwealth and the other requirements of the Contract; and
		6. without limiting its other Contract obligations, and to the extent not inconsistent with the Contract,in accordance with its methodology as set out in Attachment 1.
4. **Subcontracting:** The Consultant must not subcontract any part of the Services, except to the subconsultants (if any) listed in Attachment 1 or otherwise with the Commonwealth's prior written approval. If approval to subcontract is given, the Consultant remains fully responsible for the Services notwithstanding that it has subcontracted the performance of any part of the Services. The Consultant must ensure all subcontracts include provisions equivalent to the obligations of the Consultant in clause 10.
5. **Conflict of Interest:** The Consultant warrants that:
	* 1. at the date of the Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract; and
		2. to the extent a conflict of interest arises it will immediately disclose it to the Commonwealth and take such steps as the Commonwealth requires to mitigate, resolve or otherwise manage such conflict of interest.
6. **Meetings and Reports:** The Consultant must provide such reports, and attend and participate in such meetings, as specified in the Contract and otherwise as reasonably required by the Commonwealth.
7. **Consultant Material:** The Consultant must:
	* 1. ensure that the Consultant Material complies with the requirements of the Contract;
		2. use its best endeavours to ensure that the Consultant Material is fit for the purposes set out in, or reasonably to be inferred from, the Brief; and
		3. maintain copies of all Consultant Material until 12 months after the completion of all Services, and promptly provide the Commonwealth with any copies on request.
8. **Intellectual Property:** The Consultant grants to the Commonwealth a perpetual, royalty-free, irrevocable, non-exclusive, worldwide licence to exercise all rights of any owner of intellectual property rights in the Consultant Material, including to use, reproduce, modify and adapt any of the Consultant Material, including use in any way for any other Commonwealth project.
9. **Statutory Requirements:** The Consultant must perform the Services and carry out its obligations under this Contract in accordance with all Statutory Requirements.
10. **Work Health and Safety:**

The Consultant must:

* + 1. ensure that in carrying out the Services, it so far as reasonably practicable:
			1. complies with all laws, policies, manufacturer's instructions and other requirements, including those:
				1. specified in the Contract
				2. the Commonwealth directs the Consultant comply with; and
				3. applicable in the country and at the location where the Services are being carried out,

in respect of work health and safety; and

* + - 1. consults, cooperates and coordinates activities with all other persons who have a work health and safety duty in relation to the same matter; and
		1. notify the Commonwealth in respect of:
			1. notifiable incidents within the meaning of the WHS Legislation, immediately upon becoming aware of the notifiable incident; and
			2. other work health and safety matters arising out of or in connection with the Services, including the occurrence of any other incident or accident (not required to be reported in accordance with subparagraph (i)) in a written report as and when requested by the Commonwealth.
		2. In this clause 10, WHS Legislation means any of the following:
			1. the *Work Health and Safety Act 2011* (Cth) and *Work Health and Safety Regulations 2011* (Cth); and
			2. any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).
1. **Variations:** The Commonwealth may, by written notice to the Consultant, direct the Consultant to carry out a Variation (being any change to the Services including any addition, increase, decrease, omission, deletion or removal to or from the Services). If such a direction is given, the Commonwealth will adjust the Fee by a reasonable amount agreed between the parties (or failing agreement, by the Commonwealth acting reasonably).
2. **Non-complying Services:** If the Consultant fails to provide the Services in accordance with the Contract, the Consultant shall, at its cost, re-perform the non-complying Services, provide replacement Services or otherwise take any action to rectify any aspect of the Services which do not comply with the Contract, as directed by the Commonwealth.
3. **Suspension:** The Commonwealth may at any time direct the Consultant to suspend (or recommence) the performance of the Services. Where the suspension arises as a result of a cause other than the Consultant's failure to carry out its obligations in accordance with the Contract, then the Consultant will be entitled to have the Fee increased by the extra costs reasonably incurred by the Consultant as a direct result of the suspension.
4. **Payment:**
	* 1. The Consultant must give the Commonwealth written claims for payment (to the person and address specified in the Contract Details) on account of the Fee (as adjusted, if at all, under the Contract) at the times set out in the Contract Details in the form of an invoice. Such invoice must include sufficient details and supporting documentation (including any information the Commonwealth may request be included from time to time) to enable the Commonwealth to determine the amounts payable.
		2. Within 20 business days of receiving the Consultant's invoice, the Commonwealth will pay the amounts to the Consultant that the Commonwealth determines are payable in accordance with the Contract.
5. **Indemnity:** The Consultant indemnifies the Commonwealth against any loss or damage to the property of the Commonwealth and against any liability, loss, claim or proceedings for personal injury or death or loss of or damage to property arising out of any act or omission of the Consultant, provided that such indemnity will be reduced to the extent that an act or omission of the Commonwealth (or persons for whom the Commonwealth is responsible) contributed to the loss or damage.
6. **Insurance:** Before commencing the Services the Consultant must have in place, and thereafter maintain, those insurances required under the Contract Details, with insurers and on terms (including as to the amount insured) satisfactory to the Commonwealth.
7. **General Liability for Taxes:** Subject to clause 18,as between the Commonwealth and the Consultant, the Consultant bears the risk of, and must pay, all taxes, levies, imposts, duties, rates, withholdings, charges or fees levied or imposed under any Statutory Requirement in connection with the Services and the Contract.
8. **GST:**
	* 1. Subject to paragraph (b), where any supply occurs under or in connection with the Contract or the Services for which GST is not otherwise provided, the party making the supply (**Supplier**) may increase the amount payable for the supply by the amount of any applicable GST.
		2. Where an amount is payable to the Supplier under or in connection with the Contract or the Services which is based on the actual or reasonable costs incurred by the Supplier, the amount payable for the supply is to be reduced by the amount of any input tax credits available to the Supplier (or a representative member on the Supplier's behalf) in respect of such costs before being increased for any applicable GST under paragraph (a).
		3. As a condition precedent to any amount on account of GST being due from the recipient to the Supplier in respect of a taxable supply, the Supplier is to provide a tax invoice to the recipient in respect of that supply.
		4. If the amount paid to the Supplier in respect of the GST (whether because of an adjustment or otherwise):
			1. is more than the GST on the supply, then the Supplier shall refund the excess to the recipient; or
			2. is less than the GST on the supply, then the recipient shall pay the deficiency to the Supplier.
		5. In this clause 18:
			1. **GST** means the tax payable on Taxable Supplies under the GST Legislation;
			2. **GST Legislation** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax;
			3. **Tax or Taxes** means any present or future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature, imposed or levied by any authority, together with any interest, penalty, charge, fee or other amount imposed or made on, or in respect of, any of the foregoing; and
			4. terms defined in GST Legislation have the meaning given to them in GST Legislation.
9. **Industrial Relations:** The Consultant assumes sole responsibility for and must manage all industrial relations and employment matters (including management of its employees) in connection with the performance of the Services and the Contract.
10. **Personal Information:**
	* 1. The Consultant agrees that if it obtains Personal Information in the course of performing the Services, it will only use or disclose that Personal Information for the purposes of the Contract.
		2. The Consultant shall promptly notify the Commonwealth in writing if it:
			1. becomes aware of a breach or possible breach of any of the obligations in this clause 20; or
			2. becomes aware that a disclosure of Personal Information may be required by law.
		3. The Contractor must ensure that its officers, employees, agents and subconsultants comply with this clause 20.
		4. In this clause 20, **Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably by ascertained, from the information or opinion.
11. **Confidential Information:** The Consultant must:
	* 1. The Consultant must not, and must ensure that any subconsultants engaged by the Consultant do not, disclose any Commonwealth Confidential Information to any third party without the prior written consent of the Commonwealth. The Consultant will not be in breach of this clause in circumstances where it or its subconsultants are required by law to disclose any Commonwealth Confidential Information.
		2. In this clause 21, **Commonwealth Confidential Information** means any information provided by the Commonwealth to the Consultant or which comes into the possession of the Consultant in connection with the Works which the Commonwealth has identified as confidential or the Consultant ought reasonably to know is confidential.
12. **Classified Information:**
	* 1. This clause 22 applies where the Consultant is provided with Classified Information in connection with the Contract.
		2. The Consultant must not disclose any Classified Information unless the disclosure:
			1. is strictly in accordance with the requirements of the Commonwealth; and
			2. has first been approved in writing by the Commonwealth.
		3. In giving any approval to the Consultant under paragraph (b), the Commonwealth may impose such conditions as the Commonwealth thinks fit, including conditions requiring any recipient of Classified Information to obtain and maintain a specified minimum level of security clearance (or equivalent) and to enter into a deed in a form acceptable to the Commonwealth.
		4. The Consultant must comply with all security policies and procedures notified by the Commonwealth from time to time, including to handle and store any Classified Information in its possession or control strictly in accordance with such policies and procedures.
		5. In this clause 22, **Classified Information** includes any document or other information (whether in written, oral or electronic form) issued or communicated to the Consultant by or on behalf of the Commonwealth:
			1. marked with a national security classification or identified at the time of issue or communication as "Classified Information" or an equivalent (including restricted, protected or secret information); and
			2. that the Consultant knows or ought to know is subject to, or ought to be treated as classified information.
13. **Fraud Control, Anti-Bribery and Corruption:** The Consultant must:
	* 1. immediately report to the Commonwealth any known or suspected fraud, bribery or corruption (including such details as the Commonwealth may require); and
		2. proactively take all necessary measures to prevent, detect, investigate and remedy any fraud, bribery and corruption in connection with the Contract or the performance of the Services (including all measures directed by the Commonwealth).
14. **Modern Slavery:** The Consultant must comply, and must use all reasonable endeavours to ensure that its officers, employees, subconsultants and agents at all times comply, with all Statutory Requirements related to modern slavery and must not engage in any conduct that would constitute modern slavery.
15. **Workplace Gender Equality:** The Consultant must comply with its obligations (if any) under the *Workplace Gender Equality Act 2012* (Cth) and must not enter into a subcontract made in connection with the Contract with a subconsultant named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
16. **Defence Industry Security Program (DISP):** Without limiting clause 22 or any other provision of the Contract, the Consultant:
	* 1. must at its cost obtain and thereafter maintain for the term of the Contract the level of DISP membership specified in the Contract Details in accordance with Control 16.1 of the Defence Security Principles Framework dated 31 July 2020 (as amended from time to time);
		2. must comply with any other direction or requirement of the Commonwealth in relation to the DISP; and
		3. acknowledges and agrees that if the Consultant has failed to strictly comply with this clause 26 (including any direction or requirement of the Commonwealth in relation to the DISP), the Commonwealth may (in its absolute discretion):
			1. terminate the Contract under clause 28; or
			2. take such failure into account in any registration of interest process, tender process or similar procurement process in connection with any other Commonwealth project,

and the exercise of any of the Commonwealth's absolute discretions under this paragraph is not capable of being the subject of a dispute or difference for the purposes of clause 27 or otherwise subject to review.

1. **Disputes:** If a dispute arises at any time, the party raising the dispute is to notify the other party in writing of the nature of the dispute.Within 21 days the Consultant and the Commonwealth must meet and use their best endeavours to resolve the dispute.
2. **Default:**
	* 1. If the Consultant fails to comply with any of its obligations under the Contract, then the Commonwealth may notify the Consultant in writing and require the Consultant to remedy the failure or breach within 7 days (or such longer period as the Commonwealth may specify) of receiving the notice.
		2. If the Consultant:
			1. does not remedy a failure or breach within the time required under paragraph (a); or
			2. is unable to pay its debts as and when they fall due, is wound up or declared insolvent,

the Commonwealth may by written notice to the Consultant immediately terminate the Contract and the Consultant will not have any right to further payment under the Contract and the Commonwealth will be entitled to recover from the Consultant any costs, losses or damages suffered or incurred by it as a result of, arising out of or in connection with such termination.

1. **Termination for Convenience:** The Commonwealth may at any time, for its sole convenience and for any reason, terminate the Contract by notifying the Consultant in writing with effect from the date specified in the notice. If the Commonwealth issues such a notice:
	* 1. the Consultant will be entitled to payment for Services carried out or completed in accordance with the Contract before the date of the termination, and subject to any right of set-off which the Commonwealth may have, but to no other payment of any description. Such payment is subject to the delivery to the Commonwealth of all Consultant Material prepared by the Consultant or on its behalf in connection with the performance of the Services;
		2. the amount payable under paragraph (a) will be a limitation on the Commonwealth's liability to the Consultant arising out of the termination of the Contract under this clause 29; and
		3. the Commonwealth may thereafter (at its absolute discretion) complete the uncompleted part of the Services either itself or by engaging another consultant.
2. **Miscellaneous:**
	* 1. The Contract is subject to and is to be construed in accordance with the laws of the State of New South Wales, Australia, and the parties submit to the exclusive jurisdiction of the courts of the State of New South Wales, Australia and courts with jurisdiction to hear appeals from those courts.
		2. The Consultant shall not assign any of its rights under the Contract without the prior written consent of the Commonwealth.
		3. Where a party comprises two or more persons, each person will be jointly and severally bound by the party's obligations under the Contract.
		4. In the Contract, unless the context otherwise indicates:
			1. references to a person include an individual, firm, corporation or unincorporated body, and references to any party to the Contract include its successors or permitted assigns;
			2. references to any legislation includes any amendment, substitution or re-enactment of that legislation, or any section or provision of it; and
			3. references to the words "including" and "includes", and any variants of those words, will be read as if followed by the words "without limitation".
		5. The Consultant is an independent consultant and is not and must not purport to be a partner or joint venturer of the Commonwealth.
3. **Notices:** Noticesgiven under or arising in connection with this Contract must be in writing and delivered to the relevant email address specified in the Contract Details or last notified in writing to the party giving the notice.

**SIGNATURE PAGE AND DATE**

In signing this document, the Consultant submits its Quotation for the carrying out of the Services in accordance with the RFQ Conditions and acknowledges, subject to any changes the Commonwealth may require prior to acceptance, such Quotation may be accepted by the Commonwealth executing where indicated below and returning a copy to the Consultant:

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** for and on behalf of the **Consultant** by its authorised signatory in the presence of: |  |  |  |
|  |  |  |  |
| Signature of Witness |  |  | Signature of Authorised Signatory |
|  |  |  |  |
| Name of Witness in full |  |  | Name of Authorised Signatory in full |

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** for and on behalf of the**Commonwealth** in the presence of: |  |  |  |
|  |  |  |  |
| Signature of Witness |  |  | Signature of Authorised Officer |
|  |  |  |  |
| Name of Witness in full |  |  | Name of Authorised Officer in full |

**DATE OF EXECUTION BY COMMONWEALTH**:

ATTACHMENT 1 - CONSULTANT'S RESOURCES AND METHODOLOGY

|  |  |
| --- | --- |
| **Item** | **Response** |
| **Proposed Key People and Subconsultants:**  You are requested to provide details of the key people and subconsultants that will undertake the Services. | **Key People:****[INSERT EACH PERSON'S NAME, POSITION, RELEVANT QUALIFICATIONS AND PROPOSED ROLE IN THE SERVICES]****Subconsultants:****[INSERT EACH SUBCONSULTANT'S COMPANY NAME, LICENCE/REGISTRATION DETAILS (IF APPLICABLE) AND PROPOSED ROLE IN THE SERVICES]** |
| **Methodology:** You are requested to provide a brief narrative setting out your understanding of the nature and scope of, and methodology for undertaking, the Services. | **[INSERT]** |

ATTACHMENT 2 - FEE

1. **LUMP SUM**
	* 1. The lump sum Fee is:
			1. **[CONSULTANT TO INSERT CURRENCY/CURRENCIES AND AMOUNT]**,
			2. as adjusted in accordance with the Contract.
		2. The Consultant and the Commonwealth acknowledge and agree that the breakdown of the lump sum Fee set out below:
			1. is solely for the purpose of assisting in administration of the Contract, including determining adjustments to, the Fee under the Contract; and
			2. will not limit or affect the scope of the Services or the Contract.

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Price and Currency**  |
|  | **[INSERT, E.G. INSURANCES, LABOUR]** | **[INSERT]** |
|  | **[INSERT]** | **[INSERT]** |
|  | **[INSERT]** | **[INSERT]** |

1. **MILESTONE PAYMENT SCHEDULE [*COMMONWEALTH TO DELETE IF CONSULTANT WILL BE PAID ON A MONTHLY OR OTHER BASIS*]**

The Fee will be paid in instalments according to the Consultant's achievement of the following milestones:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description of Milestone** | **Time for Completion** | **Amount and Currency** |
|  | ***[INSERT]*** | ***[INSERT]*** | **[INSERT]** |
|  | ***[INSERT]*** | ***[INSERT]*** | **[INSERT]** |
|  | ***[INSERT]*** | ***[INSERT]*** | **[INSERT]** |

ATTACHMENT 3 - BRIEF