



TSRA
www.tsra.gov.au

REQUEST FOR TENDER

MOBILE SEAFOOD PROCESSING AND FREEZING TRAILER SYSTEM

Contract Number: RFT CA-2026-0038

TSRA Fisheries Programme

**Programme Manager:
Keith Brightman**

**Project Manager:
Ingrid Nielsen**

RFT Approval

The information contained in this Request for Tender inclusive of the user requirements is cleared for release.

Keith Brightman
Programme Manager
Fisheries Programme

09 June 2026

REQUEST FOR TENDER (RFT)

Reference:

- A. Torres Strait Regional Authority (TSRA) Procurement and Contracting Policy

Purpose

1. The purpose of this document is call for Tenders for the design and delivery of a mobile seafood processing and freezing trailer system.
2. The methodology used in this RFQ is also applicable for the call for Expressions of Interest (EOI) and Requests for Tender (RFT). The term 'Tender' throughout this document is to be interpreted accordingly.

Timing

3. The last date for the request of Tender documentation is **12pm, 19 June 2026**
4. The cut-off date for correspondence from suppliers seeking clarification or additional information is **15 June 2026**.
5. All timings are Australian Queensland Non Daylight Saving, (UTC + 10).

Registration

6. Persons intending to submit a Tender response are advised to register their intent. It is in the interest of the tenderer to effect the registration as early as possible in the tender period so that they will receive any additional or amplifying information. Registration may be effected by email to tenders@tsra.gov.au including the reference '**CA-2026-0038**' in the subject line.

Requirement

7. The TSRA requires services for a mobile seafood processing and freezing trailer system.
8. The TSRA requires that the services be provided in accordance with the **Terms of Reference** at Annex A.

Communication by Tenderers

9. Communication from suppliers must be in writing and all responses to enquiries will be provided in writing. Questions from suppliers will not be accepted by telephone or other verbal communication. Questions will not be accepted after the cut-off date indicated in 'Timings' above. Tenderers are advised that all responses to questions relating to clarification of the request for Tender document or relating to the services under the request for Tender will be provided in non-attributable format to all persons who have registered their interest in this process. Questions are to be directed to contracts officer tenders@tsra.gov.au and must contain the reference '**CA-2026-0038**' in the subject line of the email.

Tender Evaluation

10. The Tender will be assessed in accordance with TSRA Tender Evaluation Plan and TSRA Contracting and Procurement policy.
11. It is in the interest of the tender to **construct their response around the evaluation criteria** which is contained in Attachment 1.
12. Suppliers are also required to state their agreement to the terms and conditions in the draft Contract terms and conditions (Attachment 2) or to identify any clauses in the draft Contract where a variation would be sought. The nature and reason for the variation is to be included in the supplier response.
13. Tenders which are lodged electronically will be accepted as being 'signed' by a duly authorised representative of the supplier's organisation provided the name, appointment and contact details (telephone, email address and postal address) of the authorised officer is clearly identifiable. Tenders submitted by other means must contain the signature, name, appointment and contact details (as above) of the supplier's authorised officer.

Incomplete Responses and Late submissions (Tenders)

14. Tenders lodged after the closing date specified under 'Timing' above will be managed as late submissions. Late submission will not be evaluated and if submitted as hard copies will be returned to the tenderer unopened. Suppliers will be advised as soon as possible after the closing date if their documentation was not received by the tender closing date. Tenders submitted through Australia Post which are postmarked up to 48 hours before the closing date may be accepted if they are received at least 24 hours before the Evaluation Panel is scheduled to meet. Tenders which do not meet this exception are to be treated as late submissions (Tenders).
15. Tenders which are materially incomplete, in that insufficient information has been provided to complete an evaluation of the tender, will be set aside at the beginning of the Tender Evaluation. Tenders which are 'set aside' are to be classed as non-compliant and are not to be further evaluated. The reason for setting aside an incomplete Tender is to be included in the Evaluation Report to the delegate.

Clarification of Tender Responses

16. During the evaluation process, communication between the Commonwealth and tenderers must not be designed to solicit new information from tenderers. Any communication between the Commonwealth and tenderers is to be restricted to clarification of information that would assist the evaluation process, thereby improving the level of confidence attached to the evaluation. Clarifying questions must be approved for release by the Evaluation Panel Chair. When a tenderer's response to a clarifying question foreshadows a change in scope, schedule, quality or cost, the Evaluation Panel will determine whether the information is admissible for evaluation purposes.
17. Any unsolicited information received from suppliers after the closing date will be passed to the Chairperson of the Evaluation Panel. If the Chairperson of the Evaluation panel determines that such information is inconsistent with the principles outlined in the procedures for the handling of late Tenders as outlined in the Evaluation Plan, the information is to be so endorsed and withheld from the evaluation.
18. Any clarification questions from the Evaluation Panel are to be consolidated into a single request and forwarded to the supplier by the Evaluation Panel Chair. Requests for clarifying information will be issued by the Evaluation Panel Chair to the relevant applicant in writing.
19. Suppliers will allow two (2) business days to respond to matters of clarification.

Lodgement of Tender

20. Supplier responses are to be clearly marked as '**RFT RESPONSE CA-2026-0038**'. Electronic lodgement is preferred. Electronic submissions must be compatible with Microsoft Office Suite 2010 or Adobe Reader Portable Document Format (PDF) and lodged as an eMail attachment to tender@tsra.gov.au. Alternatively, responses may be lodged either by Australia Post to 'Locked Tender Box, The Torres Strait Regional Authority, PO Box 261, Thursday Island, Queensland, 4875'; or delivered by the TSRA representative or courier to the Locked Tender Box located on the level one foyer of Torres Haus, 46 Victoria Parade, Thursday Island, Queensland.

Provision of Advice to Tenderers

21. The recommendation of the Tender Evaluation Panel will not be communicated to suppliers until the Evaluation Report has been approved by the delegate. Unsuccessful applicants will be advised by letter.
22. Feedback to unsuccessful suppliers will be offered as a matter of course. Feedback will be limited to advising the name / organisation of the successful applicant, the value of the successful Tender and the strengths and weaknesses of the unsuccessful Tender. A comparison of the unsuccessful Tender to any other tender will not be provided. Feedback will be provided by the Chair of the Evaluation Panel. A record will be kept of all feedback.
23. The successful applicant will be advised by letter and informed that a contract will be forwarded for consideration.

Confidentiality

24. Suppliers should be advised that the TSRA will keep all Tender information confidential and in the event of a claim under the *Freedom of Information Act 1982* consult with them and claim appropriate exemptions under the Act. TSRA will comply with any court orders to release documents.

Annexure:

- A Terms of Reference

Attachment:

- A. Draft Contract

TERMS OF REFERENCE - REQUEST FOR TENDER

MOBILE SEAFOOD PROCESSING AND FREEZING TRAILER SYSTEM

The Torres Strait Regional Authority (TSRA) is a Commonwealth statutory body located on Thursday Island, Queensland. The TSRA is involved in a wide range of service delivery functions to the Torres Strait Islander and Aboriginal people living in the Torres Strait region. These are outlined on the TSRA web site at www.tsra.gov.au.

Commercial fishing is one of the most economically important activities in the Torres Strait Protected Zone and provides a significant opportunity for financial independence for the traditional inhabitants of the region. To support increasing wealth in the region through commercially viable fisheries businesses, participation, and employment, a prototype mobile seafood processing and freezing trailer has been identified as a way to address critical infrastructure gaps and support sustainable economic development in the Torres Strait fishing industry.

Despite an abundance of high-value seafood species, the region lacks compliant, on-site processing, cold storage and freezing capability at or near the point of harvest. This constrains market access, reduces product quality and value, and limits participation by Traditional Owners and local fishers in the commercial seafood supply chain.

The proposed mobile, self-contained and regulatory-compliant unit will provide a flexible platform to enable community-based operators to:

- Process seafood in accordance with food safety requirements
- Freeze and store product to maintain quality and value

This capability will improve product integrity, extend shelf life, and enable access to higher-value domestic and export markets, increasing economic returns to local communities.

Requirements:

The response to the RFQ is to be in the form of a proposal which as a minimum outlines:

1. The qualifications and experience of the Contractor.
2. The qualifications and experience of the nominated personnel who will deliver the services.
3. The requirements and deliverables for this project are:

Design completion and regulatory compliance

- a. Delivery of a fully engineered design for a mobile, self-contained seafood processing and freezer trailer unit suitable for remote outer-island operating conditions.
- b. Verified compliance with Safe Food Queensland requirements and Queensland Department of Transport and Main Roads trailer standards.

Fit-for-purpose functionality

- c. The unit is capable of safely supporting end-to-end seafood handling operations including receipt, processing, packaging, freezing, and storage.
- d. Operational workflow supports hygienic handling, temperature control, and efficient processing aligned with industry best practice.

Prototype fabrication and fit-out

- e. Completion of fabrication and fit-out of one fully operational prototype unit.

- f. Installation and commissioning of all required equipment, including processing surfaces, cold storage/freezing systems, power supply, and waste management systems.

Mobility and self-sufficiency

- g. Unit is demonstrably mobile and suitable for transport between remote communities.
- h. Unit operates as a standalone system with integrated utilities (power, water where applicable) suitable for remote deployment conditions.

Performance testing and commissioning

- i. Successful commissioning demonstrating operational readiness, including:
 - i. Achievement of required freezing/storage temperatures.
 - ii. Safe and efficient processing workflow.
 - iii. Compliance with hygiene and food safety standards.

Delivery and handover

- j. Delivery of the completed unit to Thursday Island, Queensland.
- k. Provision of all operational manuals, compliance certificates, and maintenance documentation.
- l. Handover includes operator orientation and demonstration of key functions.

Scalability and replicability

- m. Prototype design validated as suitable for replication and deployment across multiple outer-island communities.
- n. Lessons learned and design refinements documented to support future rollout.

Additional information about the TSRA, including annual reports and media releases, is available on the TSRA website at www.tsra.gov.au

Tenderers are advised that the TSRA at its sole discretion may shortlist applicants, seek further information from applicants, may proceed to Contract on the basis of any proposal provided or may not proceed further with the procurement.

STANDARD FORM CONTRACT



AGREEMENT

BETWEEN

TORRES STRAIT REGIONAL AUTHORITY

AND

Insert Consultant Name

in relation to Consultancy Services to:

Mobile seafood processing and freezing trailer system

THIS AGREEMENT is made on _____ 2026

PARTIES

Torres Strait Regional Authority ('TSRA') a body corporate established under the *Aboriginal and Torres Strait Islander Act 2005* of 1st Floor, Torres Strait Haus, Victoria Parade, THURSDAY ISLAND Queensland 4875.

ABN: 57 155 285 807

AND

Insert Consultant Name

Insert Consultant Address

ABN: **Insert Consultant ABN**

PURPOSE

- A The TSRA requires the provision of certain services as specified in the Schedule.
- B The Consultant has fully informed itself on all aspects of the work required to be performed and has submitted the proposal and quotation referred to in Item A of the Schedule [*Proposal and Quotation*].
- C TSRA has agreed to engage the Consultant to provide the Services upon the terms and conditions contained in this Agreement.

OPERATIVE PART

1. INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears:

- TSRA Material** means any Material:
- (a) provided by the TSRA to the Consultant for the purposes of this Agreement; or
 - (b) derived at any time from the Material referred to in paragraph (a);
- Confidential Information** means information that:
- (a) is by its nature confidential;
 - (b) is designated by the TSRA as confidential; or
 - (c) the Consultant knows or should know is confidential; but does not include information which:
 - (i) is or becomes public knowledge other than by breach of this Agreement or by any other unlawful means;
 - (ii) is in the possession of the Consultant without restriction in relation to disclosure before the date of receipt from the TSRA; or
 - (iii) has been independently developed or acquired by the Consultant.
- Consultancy Services** means the services described in Item B [*Consultancy Services*] and includes the provision to TSRA of the Material specified in Item C [*Required Contract Material*];
- Consultant** includes the officers, employees, volunteers, bailees, agents and subcontractors of the Consultant;
- Contract Material** means any Material:
- (a) created for the purposes of this Agreement;
 - (b) provided or required to be provided to TSRA as part of the Consultancy Services; or
 - (c) derived at any time from the Material referred to in paragraphs (a) or (b);
- Copies** has the meaning defined in clause 9 [*Dealings with Copies*]

Intellectual Property	includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
Material	includes information and the subject matter of any category of Intellectual Property rights;
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 a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
Project Officer	means the person specified by name or position in Item K [<i>Project Officer</i>] or any substitute notified in writing to the Consultant;
Specified Personnel	means the personnel defined in clause 5 who will perform all or part of the work constituting the Consultancy Services; and
Writing	means any representation of words, figures or symbols capable of being rendered in a visible form.

1.2 In this Agreement, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing persons include a partnership and a body whether corporate or otherwise;
- (e) all references to dollars are to Australian dollars;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended or replaced from time to time;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect to that word or phrase has a corresponding meaning;
- (h) reference to an Item is to an Item in the Schedule;

- (i) the Schedule and any attachments form part of this Agreement;
- (j) where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of the Schedule (and attachments if any), the terms and conditions of the clauses prevail;
- (k) where any conflict arises between any part of the Schedule and any part of an attachment, the Schedule prevails; and
- (l) reference to the Schedule (or an attachment) is a reference to the Schedule (or an attachment) to this Agreement, including as amended or replaced from time to time by agreement in writing between the parties.

1.3 This Agreement records the entire agreement between the parties in relation to its subject matter.

1.4 No variation of this Agreement is binding unless it is agreed in writing between the parties.

1.5 Any reading down or severance of a particular provision does not affect the other provisions of this Agreement.

2. PROVISION OF CONSULTANCY SERVICES

2.1 The Consultant agrees to:

- (a) perform the Consultancy Services in accordance with relevant leading practice, including any TSRA, Commonwealth and industry standards and guidelines specified in Item D [*Standards and Best Practice*];
- (b) comply with the time frame for the performance of the Consultancy Services specified in Item E [*Time-frame*]; and
- (c) liaise with the Project Officer, provide any information the Project Officer may reasonably require and comply with any reasonable request made by the Project Officer.

3. FEES, ALLOWANCES AND ASSISTANCE

3.1 The TSRA agrees to:

- (a) pay the fees specified in Item F [*Fees*];
- (b) pay the allowances and meet the costs specified in Item G [*Allowances and Costs*]; and
- (c) provide the facilities and assistance specified in Item H [*Facilities and Assistance*].

3.2 The TSRA will be entitled, in addition to any other right it may have, to delay payment or any instalment of fees or allowances until the Consultant has completed to the satisfaction of the TSRA that part of the Consultancy Services to which the payment relates. In the event TSRA is not satisfied that the Consultant is entitled to payment of that part of the Consultancy Services in accordance with this Agreement, it shall within 14 days advise the Consultant in writing of the reasons why it is dissatisfied with the Consultancy Services and how the Consultant must satisfy the TSRA of that part of the Consultancy Services to which the payment relates.

3.3 The Consultant agrees to submit invoices for payment in the manner specified in Item I [*Invoice Procedures*].

4. SUBCONTRACTORS

4.1 The Consultant agrees not to subcontract the performance of any part of the Consultancy Services without prior approval in writing from TSRA.

4.2 TSRA may impose any terms and conditions it considers appropriate when giving its approval under clause 4.1.

4.3 Despite any approval given by TSRA, the Consultant will be responsible for ensuring the suitability of a sub-contractor for the work proposed to be carried out and for ensuring that such work meets the requirements of the Agreement.

4.4 The Consultant states that at all material times to this Agreement they will maintain professional indemnity insurance for an amount of not less than one and a half million dollars (\$1,500,000).

5 SPECIFIED PERSONNEL

- 5.1 The Consultant agrees that the Specified Personnel identified in Item J [*Specified Personnel*] will perform work in relation to the Consultancy Services in accordance with this Agreement.
- 5.2 Where Specified Personnel are unable to perform the work, the Consultant agrees to notify TSRA immediately.
- 5.3 TSRA may, at its absolute discretion, request the Consultant to remove personnel (including Specified Personnel) from work in relation to the Consultancy Services.
- 5.4 Where clauses 5.2 or 5.3 apply, TSRA may request the Consultant to provide replacement personnel acceptable to TSRA at no additional cost and at the earliest opportunity.
- 5.5 If the Consultant does not comply with any request made under clause 5.4 TSRA may terminate this Agreement in accordance with the provisions of clause 20 [*Termination for Default*].

6 RESPONSIBILITY OF CONSULTANT

- 6.1 The Consultant agrees to be fully responsible for the performance of the Consultancy Services and for ensuring compliance with the requirements of this Agreement, and will not be relieved of that responsibility because of any:
- (a) involvement by the TSRA in the performance of the Consultancy Services unless the involvement impedes, delays or obstructs the performance of the service;
 - (b) payment made to the Consultant on account of the Consultancy Services;
 - (c) subcontracting of the Consultancy Services; or
 - (d) acceptance by the TSRA of replacement personnel.

7 TSRA MATERIAL

- 7.1 The TSRA agrees to provide Material to the Consultant as specified in Item L [*Material to be Provided by TSRA*].
- 7.2 The TSRA grants to the Consultant a royalty-free, non-exclusive licence to use, reproduce and adapt the TSRA Material for the purposes of this Agreement.
- 7.3 The Consultant agrees to ensure that all the TSRA Material is used strictly in accordance with any conditions or restrictions set out in Item M [*Use of TSRA Material*], and any direction by the TSRA.

8. INTELLECTUAL PROPERTY IN CONTRACT MATERIAL

- 8.1 Intellectual Property in all Contract Material vests or will vest in the TSRA.
- 8.2 Clause 8.1 does not affect the ownership of Intellectual Property in any existing Material which is specified in Item N [*Existing Material*], but the Consultant grants to the TSRA a permanent, irrevocable, royalty-free, world-wide, exclusive licence to use, reproduce, adapt and exploit any such existing Material in conjunction with the other Contract Material.

- 8.3 If requested by the TSRA, the Consultant agrees to bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 8.
- 8.4 The Consultant warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 8.

9. DEALINGS WITH COPIES

- 9.1 This clause 9 applies to any document, device, article or medium ('copies') in which the TSRA Material, Contract Material or Confidential Information is embodied.
- 9.2 Property in all copies vests or will vest in the TSRA.
- 9.3 The Consultant agrees to establish and maintain procedures to secure the copies against loss and unauthorised access, use, modification or disclosure.
- 9.4 Upon the expiration or termination of this Agreement the Consultant agrees to deliver to the TSRA or otherwise deal with all copies as directed by the TSRA.
- 9.5 This clause 9 applies subject to any provision to the contrary in Item O [*Dealings with Copies*].

10. DISCLOSURE OF INFORMATION

- 10.1 The Consultant agrees not to disclose to any person other than the TSRA, any Confidential Information relating to this Agreement or the Consultancy Services without prior approval in writing from the TSRA.
- 10.2 The TSRA may impose any conditions or restrictions it considers appropriate when giving its approval under clause 10.1.
- 10.3 The TSRA may at any time require the Consultant to give, and to arrange for its officers, employees, agents and subcontractors engaged in the performance of the Consultancy Services to give, undertakings in writing in a form required by the TSRA, relating to the non-disclosure of Confidential Information.
- 10.4 If the Consultant receives a request under clause 10.3 it agrees to arrange promptly for all such undertakings to be given.
- 10.5 The obligations on the Consultant under this clause 10 will not be taken to have been breached where the information referred to is legally required to be disclosed.
- 10.6 This clause 10 will survive the expiration or termination of this Agreement.

11. PROTECTION OF PERSONAL INFORMATION

- 11.1 The Consultant agrees to:
- (a) use Personal Information held or controlled by it in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
 - (b) take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification or disclosure;

- (c) comply with the Information Privacy Principles contained in the *Privacy Act 1988* to the extent that the content of those principles apply to the types of activities the Consultant is undertaking under this Agreement, as if the Consultant were an agency as defined in the Act;
- (d) cooperate with any reasonable demands or inquiries made by the Project Officer on the basis of the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* including, but not limited to, a request from the Project Officer to comply with a guideline concerning the handling of Personal Information;
- (e) ensure that any person who has an access level which would enable that person to obtain access to any Personal Information is made aware of, and undertakes in writing, to observe the Information Privacy Principles and other obligations referred to in this clause 11;
- (f) comply as far as practicable with any policy guidelines laid down by the TSRA or issued by the Privacy Commissioner from time to time relating to the handling of Personal Information; and
- (g) comply with any direction of the Project Officer to observe any recommendation of the Privacy Commissioner relating to any acts or practices of the Consultant that the Privacy Commissioner considers breaches the obligations in this clause 11.

12. COMPLIANCE WITH LAW

12.1 The Consultant agrees, in carrying out this Agreement, to comply with:

- (a) all relevant legislation of the Commonwealth (particularly the *Crimes Act 1914*, *Racial Discrimination Act 1975*, *Sex Discrimination Act 1984* and *Disability Discrimination Act 1992*), or of any State, Territory or local authority; and
- (b) any obligations it has under the *Affirmative Action (Equal Employment Opportunity for Women) Act 1986*.

13. CONFLICT OF INTEREST

13.1 The Consultant warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement no conflict with the interests of the TSRA exists or is likely to arise in the performance of the Consultancy Services.

13.2 If, during the performance of the Consultancy Services a conflict of interest arises, or appears likely to arise, the Consultant agrees to:

- (a) notify the TSRA immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as the TSRA may reasonably require to resolve or otherwise deal with the conflict.

13.3 If the Consultant does not notify the TSRA or is unable or unwilling to resolve or deal with the conflict as required, the TSRA may terminate this Agreement in accordance with the provisions of clause 20 [*Termination for Default*].

13.4 The Consultant agrees that it will not, and will use its best endeavours to ensure that any officer, employee, agent or subcontractor of the Consultant does not, engage in any activity or obtain any interest during the course of this Agreement that is likely to conflict with or restrict the Consultant in providing the Consultancy Services to the TSRA fairly and independently.

14. CONDUCT AT TSRA PREMISES

14.1 The Consultant agrees that when using the TSRA's premises or facilities for the purposes of the Consultancy Services, it will comply with all reasonable directions and procedures relating to occupational health, safety and security in operation at those premises or in regard to those facilities (including the TSRA's smoke-free work-place policy) whether specifically drawn to the attention of the Consultant or as might reasonably be inferred from the circumstances.

15. ACCESS TO CONSULTANT'S PREMISES

15.1 The Consultant agrees to give to the Project Officer, or to any persons authorised in writing by the Project Officer, reasonable access to premises occupied by the Consultant where the Consultancy Services are being performed, and permit those persons to inspect Material relevant to the Consultancy Services.

16. INDEMNITY

16.1 The Consultant agrees to indemnify the TSRA from and against any:

- (a) liability incurred by the TSRA;
- (b) loss of or damage to property of the TSRA; or
- (c) loss or expense incurred by the TSRA in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the TSRA, arising from:
 - (i) any act or omission by the Consultant, its officers, employees, agents or subcontractors in connection with this Agreement;
 - (ii) any breach by the Consultant of its obligations or warranties under this Agreement;
 - (iii) any use or disclosure by the Consultant, its officers, employees, volunteers, bailees, agents or subcontractors of Personal Information held or controlled in connection with this Agreement; or
 - (iv) the use by TSRA of the Contract Material,

where there was fault on the part of the Consultant whose conduct gave rise to that liability, loss or damage, or loss or expense.

16.2 The Consultant's liability to indemnify the TSRA under clause 16.1 will be reduced proportionately to the extent that any negligent act or omission of the TSRA contributed to the relevant liability, loss or damage, or loss or expense.

16.3 The right of the TSRA to be indemnified under this clause 16 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the TSRA is not entitled to be compensated in excess of

the amount of the relevant liability, loss or damage, or loss or expense.

16.4 In this clause 16, "TSRA" includes officers, employees and agents of the TSRA.

16.5 This clause 16 will survive the expiration or termination of this Agreement.

17. INSURANCE

17.1 The Consultant agrees, for so long as any obligations remain in connection with this Agreement:

- (a) to effect and maintain the insurance specified in Item P [*Insurance*], for all the Consultant's obligations under this Agreement, including those which survive the expiration or termination of this Agreement; and
- (b) upon request, provide proof of insurance acceptable to the TSRA.

18. DISPUTE RESOLUTION

18.1 The parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:

- (a) first, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
- (b) secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
- (c) thirdly, the parties have ten business days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
- (d) lastly, either party may commence legal proceedings if:
 - (i) there is no resolution or agreement; or
 - (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 business days.

18.2 Despite the existence of a dispute, the Consultant will (unless requested in writing not to do so) continue to perform the Consultancy Services.

18.3 This clause 18 does not apply to:

- (a) action by either party under or purportedly under clause 20 [*Termination For Default*],
- (b) action by TSRA under or purportedly under clause 3.2 [*Fees, Allowances and Assistance*], or clause 19 [*Termination and Reduction for Convenience*]; or
- (c) either party commencing legal proceedings for urgent interlocutory relief.

19. TERMINATION AND REDUCTION FOR CONVENIENCE

- 19.1 The TSRA may, at any time by notice, terminate this Agreement or reduce the scope of the Consultancy Services immediately.
- 19.2 Upon receipt of a notice of termination or reduction the Consultant agrees to:
- (a) stop work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination and to protect the TSRA Material and Contract Material; and
 - (c) continue work on any part of the Consultancy Services not affected by the notice.
- 19.3 Where there has been a termination under clause 19.1, the TSRA will be liable only for:
- (a) payments and assistance under clause 3 [*Fees, Allowances and Assistance*] for services rendered before the effective date of termination; and
 - (b) reasonable costs incurred by the Consultant and directly attributable to the termination.
- 19.4 Where there has been a reduction in the scope of the Consultancy Services, the TSRA's liability to pay fees or allowances, meet costs or provide facilities and assistance under clause 3 [*Fees, Allowances and Assistance*] will, unless there is agreement in writing to the contrary, abate in accordance with the reduction in the Consultancy Services.
- 19.5 The TSRA will not be liable to pay compensation under clause 19.3(b) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Consultant under this Agreement, together exceed the fees set out in Item F [*Fees*].
- 19.6 The Consultant will not be entitled to compensation for loss of prospective profits.

20. TERMINATION FOR DEFAULT

- 20.1 Where a party fails to satisfy any of its obligations under this Agreement, the other party if it considers that the failure is:
- (a) not capable of remedy, may, by notice, terminate this Agreement immediately; or
 - (b) capable of remedy, may, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this Agreement immediately by giving a second notice.
- 20.2 The TSRA may also, by notice terminate this Agreement immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Consultant:
- (a) being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Law, or an order has been made for the purpose of placing the corporation under external administration; or
 - (b) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors.

21. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

- 21.1 The Consultant agrees not to represent itself, and to use its best endeavours to ensure that its officers,

employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the TSRA, or as otherwise able to bind or represent the TSRA.

21.2 The Consultant is not by virtue of this Agreement an officer, employee, partner or agent of the TSRA, nor does the Consultant have any power or authority to bind or represent the TSRA.

22. WAIVER

22.1 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

22.2 A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.

22.3 In this clause 22, 'rights' means rights or remedies provided by this Agreement or at law.

23. ASSIGNMENT AND NOVATION

23.1 The Consultant cannot assign its obligations, and agrees not to assign its rights, under this Agreement without, in either case, prior approval in writing from the TSRA.

23.2 The Consultant agrees not to do any act which has as its object an assignment of the Consultants obligations or rights under this agreement, without first consulting the TSRA.

24. APPLICABLE LAW

24.1 The laws of Queensland apply to this Agreement.

25. NOTICES

25.1 Any notice, request or other communication to be given under this Agreement is to be in writing and dealt with as follows:

(a) if given by the Consultant to the TSRA – marked for the attention of the Project Officer at the address indicated in Item Q [*TSRA's Address for Notices*] or as otherwise notified by TSRA; or

(b) if given by the TSRA to the Consultant – signed by the Project Officer and marked with the address indicated in Item R [*Consultant's Address for Notices*] or as otherwise notified by the Consultant.

25.2 Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post.

25.3 A notice, request or other communication will be deemed to be received:

(a) if delivered by hand, upon delivery;

(b) if sent by pre-paid ordinary post within Australia, upon the expiration of two business days after the date on which it was sent; and

- (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

26. TAXES, DUTIES AND GOVERNMENT CHARGES

- 26.1 Subject to this clause, all taxes, duties and government charges ("Taxes") imposed or levied in Australia or overseas in connection with this Contract will be paid by the TSRA, or as the TSRA might arrange.
- 26.2 Without limiting clause 26.1, the TSRA will pay Goods and Services Tax ("GST") on the goods, services and other supplies made by the Consultant under this Contract ("the supplies") to the extent that they are taxable supplies within the meaning of the *A New Tax System (Goods and Services Tax Act) 1999* ("the GST Act")
- 26.3 In relation to any GST payable under clause 26.2, the Consultant will issue the TSRA with a tax invoice in accordance with the GST Act.

THE SCHEDULE

A. Proposal and Quotation

The Consultancy Services to be provided are described in the following documents and at item B.

- i) A proposal from the Consultant dated <<date>> and headed <<Title of the Tender response from the consultant>> (Attachment A)
- ii) Terms of Reference attached (Attachment A)

B. 'Consultancy Services' (see clauses 1.1 and 2.1)

<<Describe the services to be provided>>

C. Required Contract Material (see clauses 1.1 and 2.1)

- i) <<list deliverables>>
- ii) <<list deliverables>>
- iii) <<list deliverables>>

D. Standards and Best Practice (see clause 2.1)

The Consultant is required to adhere to leading industry practices for equivalent services within the Australian Public Service (APS) framework as referenced in online publications available on the Australian National Audit Office website referenced "Commonwealth Procurement Guidelines and Best Practice Guidance".

E. Time-frame (see clause 2.1)

- (a) The Consultancy will commence upon execution of this contract.
- (b) The Required Contact Material <<Insert Cross Reference to relevant Item under Clause C>> are to be delivered by the consultant and accepted by the TSRA Project Officer (Item K) no later than <<Insert Date>>
- (c) The Required Contact Material <<Insert Cross Reference to relevant Item under Clause C>> are to be delivered by the consultant and accepted by the TSRA Project Officer (Item K) no later than <<Insert Date>>

F. Fees (see clauses 3.1 and 19.5)

The consultant will be paid <<Insert Tender Amount>> for the conduct of this consultancy.

The fee is based on a fixed price components being:

<<List the basis of fees>>

The schedule of payments is: <<Adjust as necessary>>

(a) \$ Payment 1

(b) \$ Payment 2

(c) \$ Payment 3

G. Allowances and Costs (see clause 3.1) <<Adjust as negotiated>>

Unless otherwise specified in this Agreement, no allowances or other costs will be paid by the TSRA (If we are reimbursing consultant for travel please include that the travel will meet TSRA TA rates)

H. Facilities and Assistance (see clause 3.1)

Such normal office services and facilities as are reasonably required by the Consultant's personnel for the performance of the Consultancy Services will be provided at the TSRA's Office in Torres Haus, Victoria Parade, Thursday Island, for the duration of the consultancy.

I. Invoice Procedures (see clause 3.3)

The payment of fees for Consultancy Services will be processed within 30 days from the receipt of a correctly rendered invoice (a tax invoice which complies with the GST Act) including the following information:

(a) title of Consultancy Services;

(b) contract reference number; and

(c) reference to the Fees Payment Schedule.

J. 'Specified Personnel' (see clauses 1.1 and 5)

The Consultant shall ensure that the Consultancy Services outlined in Item B are undertaken by the following persons connected with <<Name of Consultancy Firm>>

(a) <<Insert Name and role>>

(b) <<Insert Name and role>>

(c) <<Insert Name and role>>

(d) <<Insert Name and role>>

The Consultant must ensure that all personnel engaged in the Consultancy Services are suitably qualified, skilled, and competent to carry out the tasks assigned to them. Without limitation, the Consultant must ensure that such personnel hold and maintain the following qualifications, licences, or skills required for the Consultancy Services:

(a) <<Insert Qualification, Licence, Skill>>

(b) <<Insert Qualification, Licence, Skill>>

(c) <<Insert Qualification, Licence, Skill>>

(d) <<Insert Qualification, Licence, Skill>>

The Consultant must provide evidence of the above qualifications, licences, or skills to the Project Officer outlined at Item K upon request and must ensure that no personnel perform any relevant tasks unless the required qualifications are current and valid.

K. 'Project Officer' (see clauses 1.1 and 2.1)

<<Insert Name>>, <<Insert Title>> shall be the Project Officer with responsibility for supervision of the contract, on behalf of the TSRA and authority to issue and receive any written notification under the Contract.

L. Material to be Provided by TSRA (see clause 7.1)

The TSRA will provide the following material within five working days of Contract Execution:

(a) <<List any material to be provided by TSRA to the consultant>>

(b) <<List any material to be provided by TSRA to the consultant>>

M. Use of TSRA Material (see clause 7.3)

The TSRA Material shall remain the property of the TSRA and, on the expiration or earlier termination of this Contract, the Consultant shall return to the TSRA all TSRA Material if so requested.

N. Existing Material (see clause 8.2)

The Consultant identifies the following items as being Existing Material:

(a) *This is material that is already in existence that will be used in the delivery of the consultancy – i.e. current policies that will be used in a policy review etc*

(b)

O. Dealings with Copies (see clause 9.5)

The Consultant shall ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Contract.

P. Insurance (see clause 17.1)

Public Liability. The Consultant shall maintain workers compensation insurance for an amount required by Queensland State Legislation, public liability insurance for an amount of not less than five million dollars (\$5,000,000).

Q. TSRA's Address for Notices (see clause 25.1)

Contract Officer
Torres Strait Regional Authority
PO Box 261
Thursday Island QLD 4875
contractadmin@tsra.gov.au

R. Consultant's Address for Notices (see clause 25.1)

<<Insert Address>>

SIGNED as an Agreement.

SIGNED on behalf of the Torres Strait Regional Authority by:

(Delegates Name)

(Delegates Position)

<\$200k = CFO >\$200k = CEO)

Signature

Date

IN THE PRESENCE OF

Witness Name

Witness Signature

SIGNED on behalf of <<Name of Consultancy Firm>> by:

Name

Signature

Position

Date

IN THE PRESENCE OF

Witness Name

Witness Signature

<<Statement of Work / Terms of Reference>> (Delete as applicable)

1. Task 1
2. Task 2
3. Task 3
4. Etc ...