Example for RFQ Documents to be used once the Expert Consultancy Panel is established through the Execution of a Deed (Part C)

Purpose of this document is to provide an example of how the ACCC/AER will approach panellists appointed to the Expert Consultancy Panel during a Request for Quote (RFQ) for the provision of Expert Consultancy work. The ACCC/AER may approach the panellists to provide a Fixed Price for the engagement or agree a Times and Material costing approach. This will be based on the panellist’s rates card within the agreed Deed.

The Lead Customer may select a number of Expert Consultancy panellists to respond to this RFQ to determine whether the proposed supplier is fit for purpose and the ACCC/AER is receiving value for money when letting the Contract to carry out the services.

The Commonwealth Contract Terms, current at the time a Request for Quote (RFQ) is issued, will form part of a Contract under this DoSO, plus additional DoSO Terms in an attached Schedule marked Annexure “X”.

Request for Quote

This Request for Quote (RFQ) (including its attachments) is issued by the Customer under the Deed of Standing Offer (DoSO) as described below.


DoSO Details

<table>
<thead>
<tr>
<th>DoSO Title</th>
<th>ACCC/AER Expert Consultancy Panel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standing Offer Notice (SON) ID</td>
<td>To be advised once Panel has been established</td>
</tr>
<tr>
<td>Lead Customer Name</td>
<td>XXX</td>
</tr>
</tbody>
</table>

RFQ Details

| RFQ Reference ID | XXX |
| RFQ Release Date | XXX |
| RFQ Closing Date and Time | XXX |
| Question Closing Date | XXX |

| Evaluation Criteria | (a) Confidentiality Deed to be executed by the proposed supplier responding to the RFQ to be attached to their response.  
(b) prior to being nominated extent to which the Potential Supplier demonstrates its capacity and capability to provide the Customer’s requirements; and  
(c) whole of life costs to be incurred by the Customer. Considerations will include both the quoted price and any costs that the Customer will incur as a result of accepting the Supplier’s Response. |

Customer Details

| Customer Name | XXX |
| Customer ABN | XXX |
| Customer Contact Officer | XXX |
| Customer Contact Email | XXX |

Contract Details

| Proposed Start Date | XXX |
| Proposed End Date | XXX |
| Contract Extension Option | XXX |

Attachments

This RFQ includes the following attachments:

- Statement of Work (part 1) – Details of the Customer’s requirements
- Statement of Work (part 2) – Supplier’s Offer in Response to the RFQ
Lodgement

The supplier’s response must be lodged by the closing date and time.

The supplier must submit the completed form **Statement of Work (part 2) – Supplier’s Offer in Response to the RFQ** in order to be considered for the Requirement. Other files may be submitted if required.

The supplier’s response must be lodged electronically via the Australian Government Tender System, AusTender, at [https://www.tenders.gov.au](https://www.tenders.gov.au). (Size of Contractual Works for proposed SOW will determine whether published on AusTender)

The supplier’s response must be lodged electronically to the following email address: XXX@XXX.gov.au. (Dependant on AusTender RFQ or Direct Panel request by a Department within ACCC)
## Statement of Work (part 1)

<table>
<thead>
<tr>
<th>Standing Offer Notice (SON) ID</th>
<th>XXX</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Reference ID</td>
<td>XXX</td>
</tr>
<tr>
<td>Customer Name</td>
<td>XXX</td>
</tr>
</tbody>
</table>

## Details of Customer’s Requirement

| R.A.1 | Required Capabilities (refer DoSO) | This is to be completed in regards to the works that are being proposed under this RFQ taking into account the several types of specialities/categories that have been implemented on the SOA. Categories that may be called upon are but not limited to:
|       |                                 | A. Services required for competition and consumer protection matters
|       |                                 | B. Services required for infrastructure regulation
|       |                                 | C. Engineering & technical services
|       |                                 | D. Services required for establishing allowed rates of return for regulated infrastructure
|       |                                 | E. Retail and wholesale energy market services
|       |                                 | F. Services related to behavioral economics/insights
|       |                                 | G. Data and analytical services
|       |                                 | H. Digital technology services
|       |                                 | I. Digital forensic services. |
| R.A.2 | Brief Description (or title) of the Requirement | XXX |
| R.A.3 | Detailed Description of the Requirement |

### 1. Dates

Order for Services Commencement Date: XXX
Order for Services End Date: XXX

### 2. Services and Contract Material:

> Please provide details of the Services to be supplied, including any specifications by answering the questions below. You can then refer to an attachment for more detail. Referring to an attachment alone is not sufficient.

> What is the contract for? This should not include why the work is to be done.

> What are the essential skills and experience required?
### 3. Contract Deliverables:
> What is to be produced? i.e. 3 separate reports – list them.
> How is it to be performed? I.e. How many working days are to be provided and what are your time lines?

### 4. Pricing Method
Fixed Price OR
Times and Material
> Milestone payments must be linked to contact deliverables. Please do not heavily weight contract payments towards the start of the contract.

### 5. Insurance Cover Required
ACCC requires the Expert Consultant to maintain for the term of this engagement, the following insurances
- Professional Indemnity Insurance: $XXX
- Public Liability Insurance: $XXX
- Workers’ compensation as required by law.

<table>
<thead>
<tr>
<th>R.A.4</th>
<th>Standards</th>
<th>☐ Yes</th>
<th>☐ N/A</th>
<th>XXX</th>
</tr>
</thead>
<tbody>
<tr>
<td>R.A.5</td>
<td>Security Requirements and Confidentiality</td>
<td>☐ Yes</td>
<td>☐ N/A</td>
<td>Confidential Information</td>
</tr>
<tr>
<td></td>
<td>Specified Personnel must complete a confidentiality undertaking as attached in Annex A. This must be completed for each ‘Specified Personnel’ listed in this Order for Services. Confidential Information includes all third-party information provided by the ACCC to the Contractor that is not publicly available. This includes information that is provided to the AER or ACCC by [list third parties whose information will be provided to the Contractor].</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R.A.6</td>
<td>Work Health and Safety</td>
<td>☐ Yes</td>
<td>☐ N/A</td>
<td>XXX</td>
</tr>
<tr>
<td>R.A.7</td>
<td>Delivery and Acceptance</td>
<td>☐ Yes</td>
<td>☐ N/A</td>
<td>XXX</td>
</tr>
<tr>
<td>R.A.8</td>
<td>Key Performance Indicators</td>
<td>☐ Yes</td>
<td>☐ N/A</td>
<td>XXX</td>
</tr>
<tr>
<td>R.A.9</td>
<td>Meetings</td>
<td>☐ Yes</td>
<td>☐ N/A</td>
<td>XXX</td>
</tr>
</tbody>
</table>
| R.A.10 | Customer Assistance and Access to Facilities or Systems | ☐ Yes | ☐ N/A | The ACCC shall provide the following facilities free of charge to the Supplier for the performance of the contract:
  a. accommodation at ACCC premises for up to [1] person;
  b. such normal office services and facilities as are reasonably required by the contractor’s personnel for the performance of the services; |
| R.A.11 | Provision of Information, Data or Assets | ☐ Yes ☐ N/A | XXX |
| R.A.12 | Existing Customer Intellectual Property | ☐ Yes ☐ N/A | Chosen Intellectual Property Rights Model in accordance with DoSO Additional Clause J.1 |
|        |                                            |              | Chose only one of a, b or c and delete both other models: |
|        |                                            |              | a. **Ownership model 1**: Contractor ownership of Intellectual Property Rights in Contract Material |
|        |                                            |              | b. **Ownership model 2**: The ACCC retains ownership of Intellectual Property Rights in Contract Material |
|        |                                            |              | c. **Ownership model 3**: The ACCC retains ownership of Intellectual Property Rights in Contract Material and grants the Contractor a right to use Contract Material |
| R.A.13 | Additional Contract Terms | ☐ Yes ☐ N/A | XXX |
## Statement of Work (part 2)

<table>
<thead>
<tr>
<th>Standing Offer Notice (SON) ID</th>
<th>XXX</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Reference ID</td>
<td>XXX</td>
</tr>
<tr>
<td>Customer Name</td>
<td>XXX</td>
</tr>
</tbody>
</table>

## Supplier's Offer in Response to RFQ

<table>
<thead>
<tr>
<th>R.B.1</th>
<th>Supplier Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>R.B.1(a)</td>
<td>Supplier Name</td>
</tr>
<tr>
<td>R.B.1(b)</td>
<td>Supplier ABN</td>
</tr>
<tr>
<td>R.B.1(c)</td>
<td>Supplier ACN</td>
</tr>
<tr>
<td>R.B.1(d)</td>
<td>Supplier Nominated Representative</td>
</tr>
<tr>
<td>R.B.1(e)</td>
<td>Supplier Email Address</td>
</tr>
<tr>
<td>R.B.1(f)</td>
<td>Supplier Postal Address</td>
</tr>
</tbody>
</table>

| R.B.2 | Detailed Proposal to Meet the Customer's Requirement | XXX |

| R.B.3 | Quoted Price (GST Inclusive) | $ XXX |

<table>
<thead>
<tr>
<th>R.B.4</th>
<th>Specified Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Only specify personnel where the Customer Requirement has identified personnel are required to have specific skills, experience or qualifications.</td>
<td></td>
</tr>
<tr>
<td>Name: XXX</td>
<td></td>
</tr>
<tr>
<td>Position/Role: XXX</td>
<td></td>
</tr>
<tr>
<td>Current Security Clearance Level: XXX</td>
<td></td>
</tr>
<tr>
<td>Percentage of Total Project Time: XXX</td>
<td></td>
</tr>
<tr>
<td>(Add additional lines as required)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>R.B.5</th>
<th>Subcontractors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Legal Name: XXX</td>
<td></td>
</tr>
<tr>
<td>Postal Address: XXX</td>
<td></td>
</tr>
<tr>
<td>ABN/ACN: XXX</td>
<td></td>
</tr>
<tr>
<td>Percentage of work to be completed:</td>
<td></td>
</tr>
<tr>
<td>Other relevant details: XXX</td>
<td></td>
</tr>
<tr>
<td>(Add additional lines as required)</td>
<td></td>
</tr>
</tbody>
</table>

| R.B.6 | Pre-existing Intellectual Property | XXX |

| R.B.7 | Confidential Information | XXX |

<table>
<thead>
<tr>
<th>R.B.8</th>
<th>Other Relevant Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>May include details such as Indigenous ownership of your company of 50% or more or being a small to medium enterprise with 200 full time equivalent employees or less</td>
<td></td>
</tr>
<tr>
<td>XXX</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>R.B.8 (a)</th>
<th>Conflict of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide full details of any Conflicts of Interest that could arise as a result of entering into a Contract with a Customer and propose a strategy to manage the conflict. After this response has been submitted, Potential Suppliers must report any Conflicts of Interest that may have arisen or been identified</td>
<td></td>
</tr>
<tr>
<td>XXX</td>
<td></td>
</tr>
</tbody>
</table>
Expert Consultancy Panel

<table>
<thead>
<tr>
<th>R.B.8 (b)</th>
<th>Insurance Cover</th>
<th>XXX</th>
</tr>
</thead>
<tbody>
<tr>
<td>State if you have the insurance cover requested in the RFQ in place.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>R.B.9</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detail any other files that form part of the supplier’s response.</td>
<td></td>
</tr>
<tr>
<td>Deed of Confidentiality to be inserted in response to RFQ</td>
<td></td>
</tr>
</tbody>
</table>

If successful, we agree to enter into a Contract under the Deed of Standing Offer identified in this RFQ. The Contract will include the Commonwealth Contract Terms in force at the date of issue of this RFQ and will be in accordance with this offer.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
</table>
**Contract (Service Order)**

This Contract is issued under and in accordance with the Deed of Standing Offer SONXXXX for ACCC/AER Expert Consultancy Panel

Your offer dated DD/MM/YYYY for RFQ ID XXXXX is accepted (see attached Statement of Work part 2).

This contract is comprised of the following documents:

- Statement of Work (part 1) - Details of Customer's Requirement
- Statement of Work (part 2) - Supplier's Offer in Response to RFQ
- Commonwealth Contract Terms in force at the date of issue of the RFQ
- Annex 1 – Confidentiality Undertaking (Delete if not used)

### R.C.1 Contract Details

| R.C.1(a) | Contract Reference ID | XXX |
| R.C.1(b) | Contract Start Date | XXX |
| R.C.1(c) | Contract End Date | XXX |
| R.C.1(d) | Contract Extension Option | XXX |
| R.C.1(e) | Maximum Contract Price | XXX |

### R.C.2 Customer's Particulars

| R.C.2(a) | Customer Name
Non-Corporate Commonwealth Entity only | The Commonwealth of Australia as represented by [Customer Name] (Delete row if not applicable) |
| R.C.2(b) | Customer Name
Corporate Commonwealth Entity only | [Customer Name] (Delete row if not applicable) |
| R.C.2(b) | Customer ABN | [Customer ABN] |
| R.C.2(c) | Customer’s Public Interest Disclosure Contact Officer
Refer to Commonwealth Deed of Standing Offer Terms clause H.1 | Name/Position: XXX
Email: XXX
Telephone: XXX |
| R.C.2(d) | Complaints
If your complaint is not resolved refer to the Deed of Standing Offer clause D.D.2(h) | Complaints relating to this Contract should be directed to:
Name/Position: Bruce Paul
Email: bruce.paul@accc.gov.au
Telephone: 02 6243 4991 |

### R.C.3 Supplier Particulars

| R.C.3(a) | Supplier Name | XXX |
| R.C.3(b) | Supplier ABN | XXX |
| R.C.3(c) | Supplier ACN | XXX |

### R.C.4 Notices under this Contract

Any Notices relating to this Contract should be issued to the Contract Managers listed below, and as amended from time to time, in accordance with clause D.E.9 [Notices]. The Contract Managers listed below are the first point of contact for any contract issues unless otherwise agreed.

<p>| R.C.4(a) | Customer's Contract Manager | Name/Position: XXX |
| | | Postal Address: XXX |</p>
<table>
<thead>
<tr>
<th>R.C.4(b)</th>
<th>Supplier's Contract Manager</th>
<th>Email: XXX</th>
<th>Telephone: XXX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name/Position: XXX</td>
<td>Postal Address: XXX</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email: XXX</td>
<td>Telephone: XXX</td>
<td></td>
</tr>
</tbody>
</table>
Annex 1 – Confidentiality Undertaking (Delete if not used)

I (name)……………………………………………………………………………………………of

[COMPANY NAME]
[COMPANY ADDRESS]

(a) acknowledge that all information and material provided by the Australian Competition and Consumer Commission (“the ACCC”) for the purposes of the provision of services by [CONTRACTORS NAME] pursuant to [BRIEF DESCRIPTION OF WORK] was provided by the ACCC in confidence;

(b) undertake to the ACCC:

(i) to use such information only for the purposes of the services; and
(ii) not to disclose, publish or communicate to any other person or otherwise make public:

(1) any such information or material provided by the ACCC; and
(2) any information produced in connection with or by the performance of the services;

except as permitted by the terms of the contract or otherwise with the prior approval in writing of the ACCC.

Executed as a Deed Poll:

Signed, Sealed and Delivered by:

Name………………………………
Signature……………………………
Date………………………………
Commonwealth Contract Terms

C.C.1 Background:
The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer’s requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out either in the Commonwealth Contracting Suite Glossary or in the relevant Commonwealth Contract.

C.C.2 Relationship of the Parties:
Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.
The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:
(a) communicate openly with each other and cooperate in achieving the contractual objectives; and
(b) act honestly and ethically; and
(c) comply with reasonable commercial standards of fair conduct; and
(d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
(e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:
The Supplier has either declared any real or perceived conflicts of interest that might arise, or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the Contract. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:
The Contract is comprised of:
(a) Additional Contract Terms (if any);
(b) Statement of Work;
(c) Commonwealth Contract Terms;
(d) Commonwealth Contracting Suite Glossary; and
(e) Contract Annex 1 – Supplementary Information (if any);

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.
The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:
The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:
The Contract represents the Parties' entire agreement in relation to the subject matter at the time the Contract was entered.

Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing).

However, the Supplier represents that the claims made in its response to the RFT were correct when made and remain correct.
The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:
All Additional Contract Terms (if any), plus Clauses C.C.14 [Liability of the Supplier], C.C.17 [Supplier Payments], C.C.20 [Transition Out], C.C.21 [Compliance with Commonwealth Laws and Policies], C.C.22A [Access to Supplier’s Records and Reports], C.C.22F [Final termination or expiry of the Contract]

C.C.8 Notices:
A Notice is deemed to be effective:
(a) if delivered by hand – upon delivery to the relevant address;
(b) if sent by registered post – upon delivery to the relevant address; or
(c) if transmitted electronically – upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effective on the next working day in that place.

C.C.9 Assignment:
The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:
Subcontracting any part of, or the entire Supplier's obligations under the Contract, will relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [Subcontractors] (if any) perform that part of the Services Specified in that Item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6. The Supplier must ensure that specified Subcontractors (if any) are not required to the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

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Commonwealth Contract Terms

The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier’s obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontractors).

C.C.11 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the Statement of Work and meet any requirements and standard specified in the Statement of Work.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Statement of Work and advise the Customer when it will be able to do so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the highest of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the Statement of Work.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Contract at Item C.A.2(g) [Delivery and Acceptance] if the Goods and/or Services do not comply with the requirements of the Contract [Acceptance Period].

If during the Acceptance Period circumstances outside the Customer’s reasonable control cause a delay in the Customer’s evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer’s warranties in respect of the Goods it has manufactured and supplied.

To the extent permitted by law and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each Author or Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [Specified Personnel] (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer’s written consent will not be unreasonably withheld.

At the Customer’s reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

(a) is not performing the Supplier’s obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;

(b) is not a fit and proper person; or

(c) is not suitably qualified to perform the Services.

Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier’s obligations or representations under the Contract.

The Supplier’s obligation to indemnify the Customer and its officials will reduce proportionately to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier’s liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the Civil Law (Wrongful Act) 2002 (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurance for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,

(a) the Customer acting in good faith, may at any time, or

(b) the Supplier, acting in good faith, may notify that it wishes to, terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
Commonwealth Contract Terms

In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.2.10 [Delivery and Acceptance] before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.18 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (c) of this clause sequentially:

(a) both Contract Managers will try to settle the dispute by direct negotiation;
(b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
(c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
(d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the Chartered Institute of Arbitrators to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer) continue to deliver the Supplier's Goods in accordance with the terms of the Contract.

This procedure for dispute resolution does not apply to action relating to clause C.16 [Termination for Cause] or to legal proceedings for urgent injunctive relief.

C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.20 Transition Out:

If the Contract expires or is terminated under clause C.16 [Termination for Cause], the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Supplier or to another supplier nominated by the Customer.

C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with, the laws of the jurisdiction in which any part of the Contract is performed.

C.22 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must...
A. Access to Supplier’s Premises and Records: The Supplier
must maintain proper business and accounting records
relating to the supply of the Goods and/or Services and
performance of the Contract.

The Supplier agrees to provide the Customer, or its
nominee, access to the Supplier’s, or its Subcontractor’s
premises, personnel, documents and other records, and all
assistance reasonably requested, for any purpose associated
with the Contract or any review of the Supplier’s or the
Customer’s performance under the Contract, including (but
not limited to) in connection with a request made under the
Freedom of Information Act 1982 (Cth) or audit or review by
the Australian National Audit Office. Unless the access is
required for the purpose of a criminal investigation into the
Supplier, or the Supplier’s employees or subcontractors, the Customer
will reimburse the Supplier’s substantiated reasonable cost for
complying with the Customer’s request.

The Supplier must not transfer, or permit the transfer of,
custody or ownership, or allow the destruction of, any
Commonwealth record (as defined in the Archives Act 1983
(Cth)) without the prior written consent of the Customer. All
Commonwealth records, including any held by
Subcontractors, must be returned to the Customer at the
cancellation of the Contract. The Customer agrees to
immediately report it to the Customer and provide a
written report on the matter within five (5) business days;
and
(b) comply with any reasonable directions by the Customer
in relation to any investigation or further reporting of
the actual or suspected breach.

D. Security and Safety: Where accessing any Commonwealth
place, area or facility, the Supplier must comply with any
security and safety requirements notified to the Supplier by
the Customer or of which the Supplier is, or should reasonably
be aware. The Supplier must ensure that its officers,
employees, agents and subcontractors are aware of, and
comply with, such security and safety requirements.

The Supplier must ensure that all information, material and
property provided by the Customer for the purposes of the
Contract is protected at all times from unauthorised access,
use by a third party, misuse, damage and destruction and is
returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of
security-classified information is an offence. Legislation
(including, but not limited to, the Crimes Act 1914) contains
provisions relating to the protection of prescribed official
information and sets out the penalties for the unauthorised
disclosure of that information.

E. Criminal Code: The Supplier acknowledges that the giving of
false or misleading information to the Commonwealth is a
serious offence under section 137.1 of the schedule to the
Criminal Code Act 1995 (Cth). The Supplier must ensure that
any subcontractor engaged in connection with the Contract is
aware of the information contained in this clause.

F. Fraud: For the purposes of this clause, fraud means
deliberately obtaining a benefit from the Commonwealth or
causing a loss to the Commonwealth by deception or
other means.

The Supplier must take all reasonable steps to prevent and
detect fraud in relation to the performance of this Contract.
The Supplier acknowledges the occurrence of fraud will
constitute a breach of this Contract.

If an investigation finds that the Supplier or its employees
have committed fraud, or the Supplier has failed to take
reasonable steps to prevent fraud by an employee or
subcontractor, the Supplier must reimburse or compensate
the Customer in full.

G. Taxation: The Supplier agrees to comply, and to require its
subcontractors to comply, with all applicable laws relating to
taxation.

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