Contract Details

Contract Details

**<Contract title and reference number>**

<Customer name>

***<Supplier to insert Supplier name and ABN>***

|  |
| --- |
| **INSTRUCTIONS FOR USING THIS DOCUMENT (TO BE DELETED BEFORE SENDING TO SUPPLIER):** **This is the standard form Government contract for the purchase of Goods and Services.** Separate from this document are Guidance Notes (available to Government agencies on [GovNet](https://www.forgov.qld.gov.au/general-goods-and-services-templates)) to help the Customer complete the first draft Contract Details. Where there is a guidance note to help you, it is indicated by [see Guidance Note #]. The Customer needs to fill out all yellow highlighted sections with details of the Customer’s requirements. The Customer is to delete all highlighting and references to Guidance Notes before giving the Supplier the Contract Details.Where the Customer issues an Invitation to Offer, the Customer should issue the completed Contract Details document as part of the Invitation to Offer.Where the Customer does not issue an Invitation to Offer, the Customer should issue the completed Contract Details together with the appropriate conditions of Contract to the Supplier at the start of the discussions about entering a contract.Instructions to Suppliers are included in *bold italics*. The Customer should retain the instructions to Suppliers in the Contract Details sent to the Supplier. |

**Document history [Delete before sending to supplier]**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Version** | **Date** | **Status** | **Key changes made** | **Author(s)** | **Reviewer(s)** |
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# Introduction

***This whole document forms part of the Contract.***

***The Supplier must complete all sections of this document. The Supplier must not make any changes to the structure of this document. If the Supplier does not agree with any sections of this document that have been completed by the Customer, the Supplier must identify its proposed changes to the Contract in section 3.4 (Contract departures – Supplier Changes).***

***Changes which do not comply with the requirements in this section do not form part of the Contract***

# General information

| No. | Topic | Details |
| --- | --- | --- |
|  | **Customer**[See Guidance Note #1] | Name: <<insert>> ABN or ACN: <<insert>> |
|  | **Customer contact details**[See Guidance Note #2] | Contact person: <<insert>>Position: <<insert>>Street address: <<insert>>Postal address: <<insert>>Email: <<insert>>All notices and other communication relating to the Contract are to be sent to the Customer at the details set out in this item, or any updated details that the Customer provides to the Supplier in writing. |
|  | **Supplier** | ***The Supplier must complete these details.***Name: ABN or ACN:  |
|  | **Supplier contact details** | ***The Supplier must complete these details.***Contact person: Position: Street address: Postal address: Email: All notices and other communication relating to the Contract are to be sent to the Supplier at the details set out in this item, or any updated details that the Supplier provides to the Supplier in writing. |
|  | **Subcontractor(s)** | ***The Supplier is to provide the names, legal entity type and contact details of all subcontractors that the Supplier intends to use, and the obligations that will be subcontracted to each subcontractor. Repeat as necessary.*** Name (and legal entity): Street address: Postal address: Obligations:  |
|  | **Contract term** | Start date: <<insert>>End date: <<insert>>Extension options: <<insert (e.g. 2 x 1 year)>> |
|  | **Cap on liability**[See Guidance Note #3] | The cap on liability (in the aggregate) is the greater of:1. $<<X>> million; or
2. <<3>> times the total of all Prices payable under the Contract,

or as limited by law or binding scheme (specified below).  |
| <<Delete if this is a contract for Goods only>>***If the Supplier seeks to limit its liability in accordance with a binding scheme under the Professional Standards Act 2004 (Qld) then specify the scheme below and the limits of liability that apply:***Binding Scheme applicable: <<insert>>Summary of liability cap: <<insert>> |
|  | **Insurance**[See Guidance Note #4] | ***The Supplier is to insert details of its policies as specified below (repeat as required) and provide a copy of a certificate of currency for each policy.*** **Workers compensation insurance** as required by law**Public liability and products liability insurance:**Minimum amount: **Professional indemnity insurance:**Minimum amount: **Other insurances:** |
|  | **Customer inputs** | ***The Supplier is to insert details of any Customer resources that it will need in order to perform the Contract. For example, equipment, premises access, information, documents and Personnel.*** |
|  | **Site details**[See Guidance Note #5] | **Delivery address for Goods:** <<insert/delete as applicable>>**Location(s) for providing Services:** <<insert/delete as applicable>>The Supplier will perform the Services at the following location(s): |
|  | **Delivery requirements (Goods only)**[See Guidance Note #6]<<Delete if this is a Contract for Services only>> | The Supplier will deliver the Goods by the date and time set out in this item. If set out in this item, the Supplier will ensure that the delivery is made during the hours specified in this item. The Supplier will comply with the other delivery requirements in this item.**Due date for delivery:** <<insert >>**Due time for delivery:** <<insert if applicable>>**Times / days when delivery can be made:** <<insert if applicable >>**Other requirements:**  <<insert if applicable>> |
|  | **Authorisations** [See Guidance Note #7] | << This section allows the Customer to add other authorisations which are not required by law, but which the Customer wants the Supplier to have when performing the Services (e.g. ISO27001 quality assurance standards, certifications from an original equipment manufacturer that the Supplier is appropriately trained to maintain equipment).If not applicable then insert “Not applicable”.>>***The Supplier is to provide details of its authorisations.*** |
|  | **Security requirements** [See Guidance Note #8] | <<If the Customer does not require the Supplier to provide any security under the contract (e.g. bank guarantee, performance guarantee) then insert “Not applicable”. Otherwise, specify the security requirements under the Contract here>>***Supplier to insert details of the security it will offer to guarantee performance of its obligations*** |
|  | **Conflict of Interest** | ***Supplier to insert details of any Conflict of Interest it is required to declare in accordance with the ‘Conflict of Interest’ clause in the Contract. If no Conflict of Interest exists, insert ‘Nil’.*** |

# Terms and conditions of the Contract

## Definitions and interpretation

The definitions and rules of interpretation applicable to the Contract are available on the [Department of Housing and Public Works website](http://www.hpw.qld.gov.au/SiteCollectionDocuments/Definitions%20and%20Interpretations%202%200.pdf), current as at [insert date].

## Base terms

The [select either “General Contract Conditions” or “Comprehensive Contract Conditions”] apply to the Contract. A copy of these terms is [attached] or [available on the [Department of Housing and Public Works website](https://www.forgov.qld.gov.au/general-goods-and-services-templates)], current as at [insert date]. [See Guidance Note #9]

## Contract departures – Customer changes [See Guidance Note #10]

***Changes made in accordance with this section that are agreed between the parties will override any other section of this document.***

***The Supplier must not make any changes to section 3.3 of this document. If the Supplier does not agree with any of the Customer changes, include those items as part of the Supplier’s response to section 3.4*.**

<<Customer to insert any special conditions it wants to include in the Contract, or any amendments to the standard conditions (e.g. if the Customer requires a different position in the contract regarding intellectual property rights [See Guidance Note #11]). Special conditions may include extra terms required as a result of a response to an ITO.>>

## Contract departures – Supplier changes [See Guidance Note #12]

***Changes made in accordance with this section that are agreed between the parties will override any other section of this document.***

***If the Supplier proposes any additional clauses or any changes to the base terms (identified in section 3.2), as modified by any Customer changes in section 3.3, the Supplier is to set them out here.***

***The Supplier must set out Supplier changes in the requested format and clearly indicate which part of the Contract it is proposing to change (including clause numbers) using the table below. Repeat rows as required.***

***The Supplier is to respond to any Customer changes from section 3.3 which it does not agree with, in this section.***

***Repeat as required.***

| Clause No. | Reason for change requested | Change proposed |
| --- | --- | --- |
| ***Supplier insert clause it wishes to amend*** | ***Supplier to explain the reason why a change is necessary.*** | ***Supplier to insert alternative position or proposed amendments to the clause.*** |

#  Forming the Contract

## Acknowledgements and certifications

The Supplier:

1. agrees to provide the Goods, Services and other Deliverables to the Customer on the terms described in the Contract.
2. certifies that it has read, understands, and complies with all the requirements of the Contract.
3. acknowledges that only proposed Contract changes which comply with sections 3.3 and 3.4 form part of the Contract.
4. represents that all the information provided by it and referenced in the Contract is complete, accurate, up to date and not misleading in any way.
5. acknowledges that the Customer is relying on the information provided by the Supplier and referenced in the Contract in entering into the Contract.
6. acknowledges that the Customer may suffer damage if any of that information is incomplete, inaccurate, out of date or misleading in any way.

## Forming the Contract

### Agreement by Supplier

The Supplier will sign in this section. By signing, the Supplier is offering to enter the Contract on the terms set out in this document. If the Supplier does not execute this document itself, it must (if the Customer requests) provide adequate evidence that the signatory is properly authorised to execute this agreement.

If the parties agree any changes to this document after the date of the Supplier’s signature (but before the Customer accepts the Supplier’s offer as described below), the Supplier and Customer will prepare a new version of the document incorporating the agreed changes, which will replace this document. The Supplier will sign the new document, offering to enter the Contract on the amended terms.

|  |  |  |  |
| --- | --- | --- | --- |
|

|  |  |  |
| --- | --- | --- |
| Date ……………………………………..**EXECUTED** for and on behalf of: Name of Supplierby its authorised representative, in the presence of: Signature of witness Name of witness (block letters) Address | )))))))))))))) |  Signature of authorised representativeBy executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Supplier  Name of authorised representative (block letters) Position of authorised representative |

 |

### Agreement by Customer [See Guidance Note #13]

The Customer may accept the Supplier’s offer either by signing in this section, or separately confirming to the Supplier in writing that the Customer accepts the Supplier’s offer.

|  |  |  |
| --- | --- | --- |
| Date EXECUTED for and on behalf of: Name of Customerby its authorised representative, in the presence of: Signature of witness Name of witness (block letters) Address | )))))))))))))) |  Signature of authorised representativeBy executing this offer the signatory warrants that the signatory is duly authorised to submit this offer on behalf of the Customer  Name of authorised representative (block letters) Position of authorised representative |

# Schedule 1 – Requirements

The Supplier must provide the Goods/Services specified below to the Customer, in accordance with the Requirements described in this Schedule.

**[Customer can delete any of the sections below if they are not applicable]**

**1. Requirements for Goods** [See Guidance Note #14]

<<Customer to insert details/description of goods that will be supplied under the Contract. Insert as much detail as possible to clearly describe the Goods that may be purchased, including any applicable specifications, standards, acceptance criteria or other requirements (including requirements for documents the Supplier must provide) to ensure that the Supplier has a legally binding obligation to meet those requirements. This section may be a combination of content from the Customer (e.g. describing the requirements), and the Supplier (e.g. describing the goods that will be supplied).>>

***The Supplier is to consider the description of the Goods and applicable Requirements set out by the Customer, confirm that these details are accurate (or mark up suggested changes), and include any other relevant information.***

**2. Requirements for Services** [See Guidance Note #15]

<<Customer to insert details of the services to be supplied under the Contract. Include as much detail as possible to clearly describe the Services that may be purchased, including the scope of work, any applicable specifications, performance standards, acceptance criteria or other requirements (including requirements for documents the Supplier must provide) to ensure that the Supplier has a legally binding obligation to meet those requirements. This section may be a combination of content from the Customer (e.g. describing the requirements/scope of work), and the Supplier (e.g. describing the actual services that will be performed).>>

<<If the Supplier has to perform the Services during specified hours then include that information, e.g. “Time for performance of services: Between xx:xx am/pm and xx:xx am/pm on [days of the week]>>**Transition Out Services [delete if not applicable]** [See Guidance Note #16]

<<If the Supplier has to provide transition-out services then specify the detailed scope of those services here. If you do not know the scope of transition-out services at the time of entering into the Contract, then describe how and when the parties will determine the detailed scope of transition-out services and seek legal advice for assistance on drafting this clause.>>

**3. Key Personnel** [See Guidance Note #17]

<<If the Customer does not require the Supplier to provide details of Key Personnel, either delete this section or insert “Not applicable”>>

***The Supplier must provide the names and contact details for all Key Personnel that the Supplier intends to use, and summarise the role of each Key Personnel and key obligations they will be responsible for. The Supplier must separately provide a copy of all Key Personnel CVs. Repeat as necessary.***

|  |  |  |  |
| --- | --- | --- | --- |
| **Name and Position** | **Contact details** | **Role / Key obligations** | **Committed level** |
| ***[Name]******[Position]*** | ***Ph:******Email:*** | ***[Description]*** | ***[Number of hours, percentage of full-time equivalent, or other level of commitment to the Contract]*** |

**4. Other Requirements**

<<If there are no other Requirements, either delete this section or insert “Not applicable.”>>

# Schedule 2 – Price and Payment Terms

<<If the Customer has specific requirements in the way it wants Suppliers to submit pricing (e.g. by completing a table, or a pricing template in Excel format) then attach the pricing schedule or insert the table the Supplier is to complete. The Customer should amend this section to set out any other pricing requirements not already addressed.>>

***If the Customer has provided a specific document/template for the Supplier to use to submit pricing information (e.g. Excel spreadsheet), then the Supplier must submit pricing details in the required format. If not otherwise specified, Suppliers may complete this section in any appropriate format, but Suppliers must address all items.***

**2.1 Price** [See Guidance Note #18]

***The Supplier must itemise all amounts that the Customer is to pay in relation to the Contract, as well as totals. The Supplier is to identify the Pricing method (e.g. lump sum, fixed price, time and materials including rate card). The GST component is to be separately identified.***

***Where expenses will be charged, the Supplier must provide an estimated forecast for expenses over the life of a Contract, and explain any assumptions that those calculations are based on. If the Supplier cannot forecast expenses, the Supplier must include details of how expenses will be calculated.***

**2.2 Price reviews**

***If the Supplier proposes that the Prices will be changed during the term of the Contract, the Supplier must clearly set out the times that the review will occur and the Price review mechanism.***

**2.3 Payment plan/milestones** [See Guidance Note #19]

The Supplier may invoice the Customer after successful achievement of the milestones as follows:

***The Supplier is to describe when Customers will be invoiced for Goods/Services provided to Customers, (e.g. the timetable for payments, the amount of each payment and the Deliverables that the payments relate to).***

**2.4 Payment methods**

***The Supplier is to describe how the Customer can make payment (including whether corporate credit card is accepted).***

**2.5 Discounts or rebates**

***The Supplier is to set out details of any applicable discounts (e.g. trade discounts, early payment discounts, volume discounts) or rebates.***

**2.6 Other pricing information**

***The Supplier must set out any other matters which may affect the Prices. The Prices will not be changed in response to any event which is not described here.***

# Schedule 3 – Performance Measurement

This Schedule describes how the Supplier’s performance will be measured under the Contract, including: [See Guidance Note #20]

* Key performance indicators, minimum service level requirements, acceptance criteria or other performance measures proposed by the Customer;
* Details of how KPIs will be measured (e.g. identify reports)
* Consequences if performance is unsatisfactory.

***The Supplier must respond to the performance measures proposed by the Customer in this Schedule. The Supplier can also suggest additional or alternative performance measures.***

<<Customer to insert details of performance measurement requirements. Example table provided below:>>

**Key Performance Indicators / Service Levels**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  **Measure** | **Purpose** | **Performance Target** | **Measurement Calculation** | **Frequency of Measurement** | **Responsibility** | **Minimum score** | **Consequences of failure** |
| Name of Measure #1 | Why being measured | What is being measured. Must be objective and quantifiable | How will be measured (e.g. monthly reports) | Weekly/Monthly/Quarterly/Half yearly/Yearly | Who measures compliance - Supplier or Principal? Where will the data come from to measure compliance? | Minimum acceptable score | What happens if minimum acceptable score isn’t met? Credit, rebate, discount, other consequence? |
| Name of Measure #2 |  |  |  |  |  |  |  |

#

# Schedule 4 – Governance

This Schedule sets out governance arrangements applicable to the Contract.

**4.1 Reporting requirements**

**The Supplier must provide the following reports:**

<<Customer to insert details of any reports the Supplier must provide to the Customer (or vice versa), including what must be included in the report, format requirements, frequency, due dates. If reporting requirements are not known then insert “To be agreed between the parties”.>>

If no reporting is required under the Contract then insert “There is no reporting to be provided under the Contract.”>>

**The Customer must provide the following reports:**

<<If the Customer is required to provide any reports to the Supplier, then insert including what must be included in the report, format requirements, frequency, due dates. If reporting requirements are not known then insert “To be agreed between the parties”. Delete if not applicable>>

**4.2 Meeting requirements**

The Supplier must attend the following meetings:

<< If the Supplier is required to attend formal or informal review meetings with the Customer (e.g. to review performance), insert details including how frequently, the location of the meetings, who must attend and (if known) minimum agenda items. Delete if not applicable>>

**4.3 Escalation of issues**

<<Customer to insert details of escalation process to manage any issues that arise (insert a diagram if useful)>>

**4.4 Other governance or quality assurance requirements**

<<If the Supplier is required to do anything else to ensure compliance with the Contract (e.g. self-audits, quality assurance reviews etc.), insert details here. Otherwise delete if not applicable>>