Part B - Contract Details

to create a Contract using the Comprehensive Contract Conditions

Department of <<insert Department name>>

Contract Number: <<contract No.>>

For the provision of <<short title>>

Supplier:<<Supplier's name and ABN to be inserted in final Contract>>

**NOTE TO SUPPLIERS**

**The Invitation to Offer (ITO) contains:**

* **Part A - Invitation to Offer (ITO) SUPPLIER TO READ AND RETAIN**
* **Part B - Contract Details SUPPLIER TO READ AND RETAIN - provides details of the intended Contract (in draft) including the Requirements, Price and Payment terms, Performance Monitoring and Governance requirements. If a Supplier is selected by the Customer to enter into a Contract, the Contract Details document will be finalised and agreed between the parties. The Contract will only be established once it is formed in the manner set out in the <<Comprehensive Contract Conditions / General Contract Conditions>>.**
* **Part C - ITO Response Schedules SUPPLIER TO COMPLETE AND RETURN.**

**NOTE FOR PROCUREMENT OFFICERS - REMOVE THIS BOX PRIOR TO RELEASE**

This is a suggested template for agency use in developing the ITO Part B document which is to form part of the ITO to establish a Contract. Agencies need to ensure that the ITO Part B document which is ultimately developed is suitable and appropriate for their individual procurement purposes and complies with all agency policies.

Use this template for releasing ITOs for one-off Contracts for General Goods and Services. This template may also be used for direct negotiations for documenting and executing the Contract (if this is the case, remove all references to Parts A/B/C and the Note to Suppliers on this page).

* Complete the yellow fields to reflect the Contract Details.
* Remove all comments (in right column).
* Ensure the Table of Contents is updated.
* This document is to be released in Adobe (pdf) as a draft only.
* Ensure that this document is watermarked with “Draft”.

Procurement officers must also separately complete Part A: ITO (.pdf) and Part C - ITO Response Schedule (MS Word/Excel) and issue it with this Contract Details document. This Contract Details document will form part of the Contract that applies to the Goods and/or Services in the Invitation to Offer and refers to the terms and conditions that will apply to the Contract.

Once a successful Supplier/s is successful in the evaluation process, this document will be updated to reflect the final negotiated Contract.

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 **Part A - ITO Particulars – Refer to separate document**

**Part C - ITO Response Schedules – Refer to separate document**

### Section 1 - General information

This Contract is for the supply of <<copy directly from Part A>>

This document forms part of the Contract between the Customer and Supplier. The Contract will be formed between the Customer and the Supplier as set out in the Comprehensive Contract Conditions.

The Customer will appoint a Contract manager. The Contract manager will be responsible for the management of the Contract throughout the term of the Contract. The Customer may change the Contract manager from time to time.

The Customer may engage other Suppliers for the supply of <<copy directly from Part A>>

The Supplier will work collaboratively with the Customer to ensure the benefits of purchasing under the Contract are achieved.

# Contract details

|  |  |
| --- | --- |
| **Contract Title** | <<Insert title of Contract>>  |
| **Contract Description** | <<Insert brief description of the Contract, including the Products and/or Services which are the subject of the Contract>> |
| **Contract Reference Number** | <<ITO No.>> |

# Customer

|  |  |
| --- | --- |
| **Customer Name** | State of Queensland (acting through the Department of <<insert Department Name>>) |
| **ABN or ACN** | <<insert ABN/ACN>> |

# Contact manager details

All notices and other communications 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.

|  |  |
| --- | --- |
| **Name** | <<Specify the name of the Customer’s Contract Manager or authorised representative>> |
| **Position**  | <<Specify the position of the Customer’s Contract Manager or authorised representative >> |
| **Phone Number** |  |
| **Street Address** |  |
| **Postal Address** |  |
| **Email** |  |

# Supplier

|  |  |
| --- | --- |
| **Supplier Entity Name** | <<Supplier Legal Entity name to be inserted in final Contract>> |
| **Supplier Business Name (if applicable)** | <<Insert Supplier Business Name>> |
| **Australian Business Number (ABN)**  | <<Supplier's ABN to be inserted in final Contract>> |
| **Australian Company Number (ACN)** | <<Supplier's ACN (if applicable) to be inserted in final Contract>> |

# Supplier contact details

All notices and other communications 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 Customer in writing.

|  |  |
| --- | --- |
| **Authorised representative(s)** | <<Insert name of Supplier’s authorised representative for this Contract. This person must have authority to provide consents, approvals, instructions and directions on behalf of the Supplier. This person will be the person whom the Customer contacts about the Contract, and to whom the Customer delivers all notices under the Contract>> |
| **Position title/role** | <<Authorised representative's position/role to be inserted in final Contract>> |
| **Phone Number** | <<Insert phone number of the Supplier’s authorised representative>> |
| **Street Address** | <<Insert street address of the Supplier’s authorised representative>> |
| **Postal Address** | <<Insert full postal address including post code. This is the address for notices delivered to the Supplier (to its authorised representative) under the Contract.>> |
| **Email** | <<Insert email address of the Supplier’s authorised representative>> |

# 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)**  | <<Insert name and ABN and ACN/ABRN of Subcontractor.>> |
| **Street address**  | <<Insert street address of the Subcontractor.>> |
| **Postal address**  | <<Insert postal address of the Subcontractor.>> |
| **Obligations**  | <<Specify the obligations that the Subcontractor will perform under the Contract.>> |

# Contract Term

This is the period of the Contract.

|  |  |
| --- | --- |
| **Start Date** | <<Insert start date for the Contract Term.>> |
| **End Date** | <<Insert end date of the Contract Term. The Contract Term should continue for the duration of any applicable warranty period>> |
| **Extension Options** | <<Insert whether the Customer can elect to extend the Contract Term for an additional period (e.g. 2 x 1 year).>> |

# Cap on liability

|  |  |
| --- | --- |
| **Cap on liability** | The cap on liability (in the aggregate) is the greater of:1. $<<amount of the liability cap>>; or
2. <<insert number>> times the total of all Prices payable under the Contract,

or as limited by law or binding scheme. |
| **Binding Scheme** | If the Supplier seeks to limit its liability in accordance with a binding scheme under the *Professional Standards Act 2004 (Qld)* then the scheme must be specified below and the limits of liability that apply:Binding Scheme applicable: <<If applicable, Supplier’s binding scheme to be inserted in final Contract.>>Summary of liability cap: <<If applicable, Supplier’s liability cap to be inserted in final Contract.>> |

# Insurance

|  |  |
| --- | --- |
| **Workers compensation insurance** | As required by Law. |
| **Public liability and products liability insurance**  | Public and Products liability insurance to the minimum value of <<insert amount>> is required to be held and maintained during the Contract Term.  |
| **Professional indemnity insurance**  | Professional indemnity insurance to the value of <<insert amount >> is to be maintained for <<four years>> after the Contract Completion Date or termination of the Contractor<<Insert “Not applicable”>> |
| **Other insurances**  | <<Insert all other insurances required, and the minimum amount for which the Supplier must be insured.>> |
| **Evidence of insurance**  | Copies of Certificates of Currency issued by the Supplier’s insurer are to be forwarded to the Customer within <<five>> Business Days of a request from the Customer; or of receipt of the Certificate of Currency when renewing or changing an insurance policy. |

# Customer inputs

|  |  |
| --- | --- |
| **Details of Customer Inputs to be provided**  | <<Insert details of any Customer resources that the Supplier will need in order to perform the Contract. For example, this might include equipment, premises access, information, documents and Personnel.>><<If not applicable, then insert “Not applicable”.>> |

# Site details

|  |  |
| --- | --- |
| **Delivery address for Goods** | <<insert Customer’s delivery address>> |
| **Location(s) where the Supplier will perform the Services**  | <<Customer’s location address>> |

# Delivery requirements

The Supplier will deliver the Goods by the date and time specified 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 date>> |
| **Due time for delivery** | <<insert due time>> |
| **Times/days when delivery can be made** | <<insert times/days>> |
| **Other requirements** | <<insert detail>> |

# Key personnel

The Supplier will comply with the requirements relating to Key Personnel specified in Schedule 1 - Requirements and within the Comprehensive Contract Conditions.

# 14. Authorisations

|  |  |
| --- | --- |
| **Authorisations required**  | The Supplier will maintain accreditation/certification to <<required authorisations>> and provide evidence within <<no. of days>> days of the Contract commencement date.OR <<Not Applicable>> |

# Financial viability

|  |  |
| --- | --- |
| **Financial Viability requirements** | During the Contract Term, the Supplier is to maintain financial viability and have the financial capability to provide the Goods/Services for which they are contracted and to otherwise meet their obligations under the Contract. The Customer reserves the right to engage (as its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of confidentiality.For this assessment to be completed, a representative from the nominated agent may contact the Supplier concerning the financial information that it is required to provide. The financial assessment is specifically for use by the Customer for the purpose of assessing Suppliers and will be treated as confidential. The Supplier is required to cooperate with the independent financial assessor during the conduct of the financial assessment. |

# Security requirements

The Supplier is required to provide the security specified in this item under the Contract.

|  |  |
| --- | --- |
| **Financial Security****Enforcement** | A financial security is not required under this Contract.**OR**The Supplier must arrange a Financial Security to the value of <<$maximum value>> in the form outlined in Attachment <<no.>> to be executed by <<insert in final Contact>> and returned to the Customer within <<number>> Business Days of <<timeframe e.g. Commencement of the Contract>>.  |
| **Performance Guarantee** | A performance guarantee is not required under this Contract.**OR**The Supplier must arrange a Performance Guarantee in the form outlined in Attachment <<no.>> by <<insert date required>>.  |

# Confidentiality, privacy and conflict of interest

|  |  |
| --- | --- |
| **Are any of the Supplier’s Personnel required to enter into a Confidentiality, Privacy and Conflict of Interest Deed?** | A Confidentiality, Privacy and Conflict of Interest Deed is not required under the Contract.**OR**The Supplier will be required to obtain a completed Confidentiality, Privacy and Conflict of Interest Deed in the form outlined in Schedule <<no.>> from the Supplier’s Personnel by <<date by which the Deeds are required>>. ORThe Customer may require the Supplier to obtain from the Supplier’s Personnel to provide an updated Deed at any time during the Contract Term. |

# New intellectual property ownership

|  |  |
| --- | --- |
| **Specify ownership of new intellectual property** | New Intellectual Property Rights in created or developed in performing the Contract will be owned by:<<Customer / Supplier>>If the new Intellectual Property Rights are owned by the Customer, the Customer grants the Supplier:* A Licence as per clause 14.2(a) of the General Contract Conditions
* A Licence as per clause 15.2(b) of the Comprehensive Contract Conditions;
* A Licence on the following terms ;

orNo Licence back to Supplier |

# Support for Government objectives

The Supplier is required to meet the commitments in support of Government Objectives which are provided in Schedule <<insert schedule number and title>> of this Contract Details document.

#  If Contract is formed under a SOA

If the contract is formed under a SOA, the terms and conditions of this Contract **will** survive the termination or expiry of the SOA for any reason.

OR

If the contract is formed under a SOA, the terms and conditions of this Contract **will not** survive the termination or expiry of the SOA for any reason.

# Section 2 - Terms and conditions of the Contract

# Definitions and interpretation

#### The Definitions and Interpretation Version 3.0 published December 2020, applicable to the Contract are available on the Queensland Government website

<http://www.qld.gov.au/gov/general-goods-and-services-templates>

# Definitions and interpretation additional provisions and/or departures

The Definitions and Interpretation are amended as follows:

|  |  |
| --- | --- |
| **Defined Term or Interpretation Clause** | **Proposed Definition and Interpretation** |
| <<insert word>> | <<any other changes to Definitions and Interpretation>> |

# Contract conditions

The applicable terms and conditions for the supply of the Goods and/or Services to a Customer under this Contract are the Comprehensive Contract Conditions Version 3.0 , current as at December 2020 available on the Queensland Government website.

# Contract conditions additional provisions and/or departures

The following additional provisions and/or departures will apply to the Contract Conditions. Additional Provisions and/or departures outlined in this section will take precedence over any other section of this document and the Contract Conditions.

| **Clause Number** | **Comprehensive Contract Conditions** |
| --- | --- |
| **<<next clause no.>>** | Clause <<Clause No.>> is <<amended to include / replaced in / deleted from>> the Comprehensive Contract Conditions<<title of departure to Contract Condition to be agreed with the Supplier>><<additional or alternative Contract Condition to be agreed with the Supplier>> |

# Section 3 - Forming the Contract

# Acknowledgements and certifications

By executing this Contract, 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 section 2 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.

# Execution by Supplier

***By signing below the Supplier has agreed to enter into a Contract with the Customer and supply Goods and/or Services under the terms and conditions. If the Customer requests, the Supplier must provide evidence that the signatory is properly authorised to execute this document.***

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

|  |  |  |
| --- | --- | --- |
| 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) | )))))))))))))))) |  …Signature of authorised representativeBy executing this Contract the signatory warrants that the signatory is duly authorised to execute this Contract on behalf of the Supplier  ...Name of authorised representative (block letters) Position of authorised representative |

 |

# Execution by Customer

***By signing below the Customer has agreed to enter into a Contract with the Supplier for the supply of Goods and/or Services.***

|  |  |  |
| --- | --- | --- |
| Date EXECUTED for and on behalf of: **DEPARTMENT OF <<insert Department Name>>**by its authorised representative, in the presence of: Signature of witness Name of witness (block letters)  | )))))))))))))))) |  Signature of authorised representativeBy executing this Contract the signatory warrants that the signatory is duly authorised to execute this Contract on behalf of the Customer. Name of authorised representative (block letters) Position of authorised representative |

### Schedule 1 – Requirements

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

# Background

* 1. <<details>>

1. <<details>>

1.2 <<details>>

1. <<details>>

# Support for Government objectives

The Department of <<insert Department Name>> seeks to attract highly credible organisations, big and small, that are able to demonstrate a commitment to the State’s Procurement objectives, targets and commitments as outlined in the [Queensland Procurement Policy](https://www.hpw.qld.gov.au/SiteCollectionDocuments/QLDProcurementPolicy.pdf) (QPP).

This means organisations capable of:

* delivering value for money in economic, social and environmental terms;
* demonstrating commitment to involvement with Social Enterprises and Indigenous Queenslanders;
* demonstrating commitment to Social Responsibility including but not limited to Environmental Sustainability practices;
* supporting a zero tolerance to domestic and family violence in the workplace and the broader community; and
* supporting regional economies.

Suppliers are required to ensure that any commitments outlined in their Part C: ITO Response Schedule are maintained for the duration of the Contract.

As part of their Response, Suppliers are required to provide information regarding their support for the principles of the QPP (see Part C: ITO Response Schedule, Section <<insert section number>>).

# Mandatory requirements

* 1. The Supplier will meet the following mandatory requirements:
1. <<insert any other mandatory requirements>>

# Legislative requirements (Laws)

* 1. The Supplier will comply with all Laws including:
1. The *Information Privacy Act 2009* and applicable privacy codes (as defined in that Act);
2. The *Commonwealth Disability Discrimination Act 1992*
3. The *Labour Hire Licensing Act 2017*
4. <<details>>

## Other Requirements:

# Organisational capabilities and experience

* 1. <<details>>
1. <<details>>

# Key personnel

* 1. Key Personnel are detailed in Schedule <<No.>> of this Part B – Contract Details.
	2. Background checks such as Criminal History checks may be undertaken by the Customer or may be requester to be undertaken by the Supplier and provided to the Customer for all Key Personnel.
	3. If required by the Customer, the Supplier must separately provide a copy of all Key Personnel CVs.
	4. Addition of Key Personnel

(a) The Supplier may, during the term of the Contract, nominate new Key Personnel for inclusion under this Contract. New Key Personnel must meet all requirements listed in this Contract Details.

(b) The process for including new Key Personnel is as follows:

1. The Supplier is to complete a Key Person Form (see Response Schedule Attachment <<insert number>>) and submit this form to the Customer’s Contract Manager along with any supporting documentation (work history, resume).
2. The Customer’s Contract Manager will confirm that the Key Personnel meet all minimum requirements as outlined in this Contract Details.
3. Once the Key Personnel have been approved by the Customer’s Contract Manager they will be included in the list of Key Personnel and will be available for use under the Contract.
	1. Right of Refusal

(a) The Customer may reject any proposed new Key Personnel for inclusion under this Contract, in which case the Supplier must propose an alternative within 5 business days.

* 1. <<Include other requirements such as agreement by Supplier’s personnel to comply with investigation of incidents. Refer to the [Clause Bank](https://team.oneportal.deta.qld.gov.au/sites/corporateprocurement/2016%20%20Stage%202%20%20ITO%20Development%20%20Tender%20Management/Clause%20Bank%20for%20Departures%20and%20Requirements%20in%20ITO%20and%20Contract%20documents.docx)>>

# Goods and/or service(s)

* 1. <<details>>
		1. <<details>>

# Goods inspection / tests

* 1. <<details>>
1. <<details>>

# Project methodology

* 1. <<details>>

1. <<details>>

# Geographical Area of supply

* 1. <<details>>
1. <<details>>

# Location of the supplier/s

* 1. <<details>>
1. <<details>>

# Milestones and deliverables

* 1. The following table sets out the indicative timeframe for any deliverables.

|  |  |  |
| --- | --- | --- |
| **#** | **Key milestone** | **Required** |
| 1 | <<Key Milestones (if applicable)>> | <<when required>> |
| 2 |  |  |
| 3 |  |  |

# Warranties and returns

* 1. <<details>>
1. <<details>>

# Goods recall

* 1. Should any Goods supplied under this Contract be withdrawn from distribution, recalled by the manufacturer, or otherwise found not suitable for use, the Supplier must contact the Customer immediately to arrange a meeting with the Customer to establish procedures for goods recall which would include as a minimum:
		+ 1. urgent communication to all recipients of the Goods (all communication will be required to be approved by the Customer prior to release);
			2. Goods recall process; and
			3. replacement or credit for the cost of the affected Goods.
	2. <<details>>
		+ 1. <<details>>

# Training, service and support

* 1. <<details>>
		+ 1. <<details>>

# Differentiating factors

* 1. <<Suppliers are to provide details of any services additional to the Requirements that the Supplier considers may be of value to Department may be inserted in final Contract>>

# Communications and marketing

* 1. <<Agreed methods for communicating and marketing to be inserted in final contract>>.

# Online ordering

* 1. The Customer has a strong preference for the use of an online ordering system which allows the Customer to research Goods and Prices available under the Contract and initiate online orders and payments. Whilst not a mandatory requirement of this ITO, current online ordering capability or a commitment to develop an online ordering system during the Contract Term is highly regarded.
	2. Creation and maintenance of the Customer’s accounts will be the responsibility of the Supplier. Accounts will be created on request from the Customer.
	3. Where an online ordering or booking system is available, it is highly desirable that the system provides:
		+ 1. The ability for the Customer to filter goods so that only the Contract Goods and associated Prices are reflected;
			2. Real time stock availability (highly regarded);
			3. A ‘help desk’ as a point of contact that can respond to enquiries about the system and how it operates;
			4. A creator and approver option for each account e.g. workflow capability;
			5. Customer login and password for accessing goods under the Contract;
			6. An ability to pay by corporate/credit card and the ability to generate invoices;
			7. The ability to create an order and apply a specified delivery date or period
			8. Clear communication of delivery/freight rates to the Customer’s nominated addresses (if applicable) or the store location where to pick up the Goods;
			9. Product images and information (size, style, colour range etc.);
			10. Access to an order tracking system. The tracking can either be directly through the Supplier’s portal or linked to their courier / distribution agent’s web site;
			11. The Customer is provided with a tracking number for each order placed via the online order portal. It is preferable that a tracking number also be provided for phone and fax orders. Tracking information includes a dispatch date/time, current location and estimated time of arrival (ETA);
			12. The ability for the Customer to download the purchasing history reports.
			13. Provision of reports to the Customer that detail purchasing history for a minimum of six (6) months. This should include as a minimum:
* order number and date;
* details of original orders by product;
* current order status (if not completed); and
* payment details and dates of orders.
	1. Where an online ordering system is available, it must comply with the [Payment Card Industry Data Security Standards (PCIDSS)](http://www.pcisecuritystandards.org).
	2. Where an online ordering system will be developed during the Contract Term, the Supplier will provide access to the system for the Customer’s review and approval prior to implementing the online ordering or booking system. The Supplier will provide any information requested by the Customer regarding the proposed online ordering or booking system to enable the Customer to assess that the system meets the Customer’s security and privacy requirements.
	3. The Supplier will only implement the system once the Customer has provided their approval.

# Website / online services

* 1. Where the Supplier provides internet-based services, the System used to deliver such services must comply with the following as a minimum:
1. It is highly desirable that the System is hosted onshore in Australia (including data backup and disaster recovery); this may be cloud hosted. This requirement is in compliance with:
	1. [Australian Government Privacy and Cloud Computing Framework](http://www.finance.gov.au/files/2013/02/privacy-and-cloud-computing-for-australian-government-agencies-v1.1.pdf);
	2. [Queensland Government Cloud Computing Strategy](https://www.qgcio.qld.gov.au/ict-strategy/cloud-computing), and
	3. [Information Security IS18](http://www.qgcio.qld.gov.au/products/qgea-documents/549-information-security/2704-information-security-is18).
2. The privacy of the data from or collected on behalf of a Queensland Government department or agency stored on a cloud computing or externally hosted service must be maintained in accordance with the [Queensland Information Privacy Act 2009](https://www.legislation.qld.gov.au/view/html/inforce/current/act-2009-014), and [Information Access and Use (IS33)](http://www.qgcio.qld.gov.au/products/qgea-documents/548-information/2333-information-access-and-use-is33-info). This includes the protection of user’s identities.
3. Customer Data is considered Confidential Information. The Supplier’s (and/or subcontractor’s) use of Customer Data is limited as per clause 16 Customer Data of the Comprehensive Contract Conditions, and expressly prohibits the following:
	1. profiling;
	2. data mining;
	3. advertising; and
	4. analytics;

without the prior written consent from the Customer.

1. The System and the Supplier’s processes must adhere to the [Queensland Government Information Security Classification Framework](https://www.qgcio.qld.gov.au/documents/information-security-classification-framework-qgiscf). The Queensland Government Information Security Classification Framework (QGISCF) sets the minimum requirements for information assets and determines the appropriate level of security classification that needs to be applied, specifying how information assets across the Queensland Government must be handled. Data captured for the purpose of this Contract has been classified as <<insert eg Protected>>.
2. Any websites or web-based applications must achieve a minimum of Level AA conformance with the [Web Content Accessibility Guidelines (WCAG) 2.1](http://www.w3.org/WAI/intro/wcag):
	1. Claims of Conformance must meet the Success Criteria of WCAG 2.1.
	2. Assessments for WCAG 2.1 Conformance must be made through the use of Sufficient (and avoidance of Failure) Techniques, refer either: [WCAG 2.1 Techniques](http://www.w3.org/WAI/WCAG21/Techniques/) or [How to Meet WCAG 2.1 (Quick Reference)](http://www.w3.org/WAI/WCAG21/quickref/).
3. The System must be available at the following times and locations:

|  |  |  |
| --- | --- | --- |
| **Service times** | **Duration** | **Location/s** |
| Core business hours | 6am-7pm | Whole of State |
| Non-core business hours | 7pm-6am | Whole of State  |

1. The Customer prefers that planned system outages occur during non-core hours.

# Transition in arrangements

* 1. The Supplier will implement the Contract on the agreed Contract Term start date set out in the Contract Details. The Supplier is required to have sufficient stock and/or resources to commence providing the Goods and/or Services from the Contract term start date.
	2. Implementation will, at a minimum, cover the following:
	3. Attendance at a formal Contract award meeting if requested by the Customer within four (4) weeks of the Contract Commencement.
	4. Confirmation of the Contract End Date.
	5. Establishing ordering methods available under the Contract;
	6. Creation of an account structure that links Supplier account numbers, the Customer locations and the Contract number;
	7. Finalisation and testing of all reporting requirements;
	8. Implementation of procedures for the collection of data relating to Contract KPIs; and
	9. Establishment of methods of support that will be available to the Customers under the Contract;
	10. If required by the Customer, develop and implement an agreed communication and marketing plan for the Contract.
	11. The Customer, if requested, will work with the Supplier to assist in the development of required skill sets regarding understanding the Contract, implementing the Contract and formatting of reporting requirements.

# Transition out services

* 1. <<Specify the detailed scope of transition out services, or how and when the parties will determine the detailed scope of transition-out services>>

# <<other requirements applicable>>

* 1. <<details>>
		+ 1. <<details>>

### Schedule 2 – Price and Payment terms

***This Schedule describes the Supplier’s Price and Payment terms under the Contract.***

### Prices

* 1. Pricing is to be provided in Australian Dollars, exclusive of GST and inclusive of GST.
	2. Prices will be consistent regardless of the location of the Customer (excluding delivery charges).
	3. The Supplier’s Prices may be published in the Queensland Contracts Directory or the Customers intranet.
	4. The Supplier is to disclose all fees (including corporate card fees) associated with the supply of Goods and/or delivery of the Services. Fees that are not disclosed may not be applied during the term of the Contract without the express written approval of the Customer.
	5. The Supplier will provide Prices to the Customer as detailed in the following Pricing Tables - **<<Supplier pricing to be inserted in final Contract>>**.
	6. The Supplier will 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 cards). The GST component is to be separately identified.
	7. <<details>>

### Price variation

* 1. The Supplier will hold Prices to the Customer for <<timeframe>> from the start date in the Contract Details. Following the initial fixed 12 month term, Prices may only be varied once in each twelve (12) month period of operation of the Contract. Price variations may be submitted by the Supplier in <<month for all supplier price variations>> each year for consideration by the Customer.
	2. Price variations may be submitted by Suppliers in <<month for all supplier price variations>> each year for approval by the Customer.
	3. The Supplier must submit requests for variation to Prices in accordance with the following agreed conditions.
	4. <<Agreed conditions relating to price variations to be inserted in final Contract>>
	5. The Supplier is to submit requests for variation to Prices in writing to the Customer, and the Customer must agree in writing before the Price variation can be implemented.
	6. <<details>>

### Payment terms / invoice frequency

* 1. The Supplier will provide 30 day payment terms to the Customer without the need to submit a credit application unless the Supplier is a small business (fewer than 20 employees). If the Supplier is a small business which is registered with on the On Time Payment Small Business Register, then the Supplier will provide 20 day payment terms to the Customer without the need to submit a credit application.
	2. The Supplier will provide a Correctly Rendered Tax Invoice within <<timeframe>> of delivering the Goods and/or Services to the Customer.
	3. Invoicing and payment is to be made to the Supplier in accordance with the Prices referenced in this Schedule 2 – Price and Payment terms.
	4. The Supplier will provide payment methods including corporate credit card, electronic funds transfer and cash.
	5. Credit card fees must be charged in line with the Reserve Bank of Australia Standards regarding Card Payments Regulation. Surcharges must not be more than the amount that it costs a merchant to accept a particular type of card for a given transaction.
	6. <<details>>

### Discounts or rebates

* 1. <<Insert details of any applicable discounts (e.g. trade discounts, early payment discounts, volume discounts) or rebates>>.

### Flights, accommodation and other travel expenses

* 1. Travel and accommodation expenses will not be reimbursed by the Customer.

OR

* 1. Supplier Prices must include any flights, accommodation and expenses related to travel.
	2. Expenses including travel and accommodation costs will not exceed normal Queensland Public Service entitlements as per [Directive 9/11](https://www.forgov.qld.gov.au/documents/directive/0911/domestic-travelling-and-relieving-expenses) (or its successors) and [Directive 20/16](https://www.forgov.qld.gov.au/documents/directive/2016/motor-vehicle-allowances) (or its successors) valid on the date the expenses occurred.
	3. The Customer will not reimburse the Supplier for any additional travel or accommodation expenses unless the Customer has approved the expenses in writing before they are incurred.

OR

* 1. The Customer will reimburse reasonable travel and accommodation expenses incurred by the Supplier.
	2. Travel and accommodation expenses must be approved in writing by the Customer before they are incurred.
	3. Expenses including travel and accommodation costs will not exceed normal Queensland Public Service entitlements as per [Directive 9/11](https://www.forgov.qld.gov.au/documents/directive/0911/domestic-travelling-and-relieving-expenses) (or its successors) and [Directive 20/16](https://www.forgov.qld.gov.au/documents/directive/2016/motor-vehicle-allowances) (or its successors) valid on the date the travel occurred.

### <<other pricing details>>

* 1. <<details>>.

### Schedule 3 – Performance measurement and review

***This Schedule describes how the Supplier’s performance will be measured and reviewed under the Contract.***

### Key performance indicators / service levels

* 1. The Key Performance Indicators (KPIs) which are used to measure Supplier’s performance throughout the Contract Term, include, but are not limited to the following:
1. **Delivery**: <<95% of Goods and/or Services delivered in full, on time, and meet the specification requirements>>.
2. **Pricing**: <<100% of Contract items reflect Contract Price>>.
3. **Reporting**: <<Suppliers are required to provide accurate reports, in the Customer’s templates (where applicable) and submit on time in accordance with Schedule 4 – Contract Governance>>.
4. **Customer satisfaction: <<**Customers will be surveyed to establish satisfaction with the Supplier’s provision of the Goods and/or Services. The number of Customers satisfied with the Supplier must be greater than 75% of Customers survey>>.
5. <<insert details>>.

| **KPI No.** | **Service Level** | **What is measured** | **How is it measured** | **Frequency of measurement** | **Who is Responsible** | **Performance Target** |
| --- | --- | --- | --- | --- | --- | --- |
| **1** | Delivery | Orders delivered in full, on time, and meet the specification requirements | <<Insert detail>> |  |  | 95% |
| **2** | Price | Contract items reflect Contract price | <<Insert detail>> |  |  | 100% |
| **3** | Reporting | Timeliness and accuracy of reporting  | The Supplier is required to provide accurate reports, in the Customer’s templates (where applicable) and submit on time in accordance with Schedule 4 - Contract governance |  |  | 100% |
| **4** | Customer Satisfaction | Customers will be surveyed  |  |  |  | 75% |
| **5** | <<detail>> | <<detail>> | <<detail>> |  |  | <<target>> |

###  Performance management

* 1. Where the Supplier fails to meet the KPIs or has not complied with the terms and conditions, the following non-performance management procedures apply:
1. Upon one failure, the Supplier must provide the Customer with a list of rectification actions and a timeline for implementing these rectification actions.
2. For a second or continued failure the Supplier must provide details of preventative actions and a timeline for implementing the preventative actions. The matter will be escalated to senior management of both the Customer and the Supplier for resolution.
3. Where the Supplier fails to meet KPIs XXX times within any XXX period during the Contract Term, the Supplier will be regarded as having committed a breach of the Contract which cannot be remedied.

### Schedule 4 – Contract governance

***This Schedule sets out governance arrangements applicable to the Contract.***

### Reporting requirements

* 1. The Supplier will provide the following reporting to the Customer.

|  |  |  |
| --- | --- | --- |
| **Report** | **Description** | **Frequency/due** |
| Sales Report /Milestones Report | <<include relevant reporting requirements here e.g. Report in spreadsheet (e.g. Microsoft Excel) format detailing sales for the reporting period. The reporting should detail, as a minimum:* Customer name
* Customer contact details including name, phone and email of the person who placed the order.
* Invoice Date
* Line by line Product description
	+ Invoice number
	+ Product code
	+ Product name
* Contract or non-Contract item
* Quantity
* Recommended retail price or non-Contract government price
* Contract price
* Total value per line
* Additional Discounts

Cashable/non-Cashable savings achieved for the reporting period  | <<include frequency>> |
| Complaints  | Number of complaints received, action taken to resolve complaints and the timeframe for resolution. | Six monthly |
| <<details>> | <<details>> | <<details>> |

### Contract management

2.1 The Supplier is required to establish a primary and secondary point of contact (Account Manager) responsible for managing the Contract and resolution of all matters of warranty, delivery, issues and disputes. The Supplier’s Account Manager will liaise with the Customer, provide reports and attend Contract management meetings as required. The Supplier will notify the Customer within 10 Business Days should there be a change in the Supplier’s Account Manager.

* 1. Suppliers are required to meet with the Customer as agreed between the Parties to:
1. Review the provision of Goods and/or Services
2. Negotiate proposed amendment or additions to the Goods and/or Services; and
3. Plan future proposals to vary the Goods and/or Services provided.
	1. <<Insert details including how frequently, the location of the meetings, who must attend and (if known) minimum agenda items>>

###  Complaints and escalation of contract issues

* 1. Customer Complalints
		1. Complaints in respect of faulty Goods, Service delivery and other issues will be directed in the first instance by the Customer to the Supplier. The Supplier’s Account Manager will liaise with the Customer no later than five (5) Business Days after receiving notification of the complaint.
		2. <<details of escalation process to manage any issues that arise (insert a diagram if useful)>>
	2. Supplier Complaints
		1. If at any time during the Term of the Contract the Supplier considers that it has been unreasonably or unfairly treated and has not been able to resolve the issue with the Customer’s contact person, the Supplier may request for the issue to be dealt with in accordance with the Customer’s complaint management procedure by contacting:

|  |
| --- |
| **Complaint Management** |
| **Position** |  |
| **Agency** |  |
| **Email** |  |

###  Other governance requirements

* 1. <<details of self-audits, quality assurance reviews etc.>>

### Schedule <<Schedule No.>> – <<Schedule Title>>

# Attachment <<Attachment No.>> – <<Attachment Title>>