CONDITIONS OF CONTRACT SCHEDULES

For the provision of Goods and/or Services

Version 001 – dated 1 July 2011

Queensland Government

SCHEDULE A - ORDER

The below Schedule A must be read in conjunction with the Queensland Government's Conditions of Contract Version 003 – dated 1 July 2011 located via *www.qgcpo.qld.gov.au* – under '*Government terms and conditions*' along with any additional conditions of contract as detailed in Schedule C – Additional Provisions.

The Conditions of Contract Version 003 – dated 1 July 2011 along with the below Schedules will govern the Contract.

No.	Reference Clause No.	Contract – Reference Clause	Details
1.	1.1	**Customer**	Name: State of Queensland (acting through <<insert name of Queensland Government department or agency>>) *OR* <<insert name of entity, if not the State of Queensland>> ABN/ACN: <<insert Customer's ABN/ACN>> Address: <<insert Customer's address>>
2.	1.1	**Contractor**	Name: <<insert full name of Contractor>> ABN/ACN: <<insert Contractor's ABN/ACN>> Address: <<insert Contractor's address>> Telephone: <<insert Contractor's telephone>> Facsimile: <<insert Contractor's facsimile>> Email: <<insert Contractor's email>> Contact Person: <<insert name of the person representing the Contractor for the Contract>>
3.	1.1 & 10	**Approved Expenses**	<<Insert full details including the amount of any Approved Expenses for which the Contractor will be entitled to be reimbursed>> <<Specify the maximum amount payable to the Contractor by the Customer under the Contract, if applicable>>
4.	1.1 & 3	**Commencement Date**	<<insert the date on which the Contract is to commence>>
5.	1.1 & 3 & 6.2(c)	**Completion Date**	<<insert the date on which the Contract is to conclude>>
	1.1, 3.1 & 6.1	**Contract Term**	<<insert the term of the Contract>>
6.	1.1 & 17	**Delivery Date/Period**	<<specify the delivery date or delivery period which the Goods are to be supplied and/or the Services are to be performed>>

7.	18	**Performance of Key Personnel** Are Key Personnel associated with the Contract? • If "**YES**", please specify the names and qualifications of personnel who are to undertake the Services for the Contractor.	**Yes** ☐ **No** ☐ Name: Qualifications:
8.		INTENTIONALLY LEFT BLANK	
9.	1.1, 5 & 6.3(b)	**Project Manager**	Name: <<insert name of Project Manager's name>> Position: <<insert position title>> Telephone: <<insert telephone number>> Facsimile: <<insert facsimile number>> Email: <<insert email address>>
10.	1.1	**Site**	<<specify the site details where the Deliverables are to be installed, supplied, performed etc.>>
11.	6.2(b)	**Provision of the Goods and/or Services**	<<insert a description of the milestones and proposed achievement dates>>
12.	6.2(d)	**Provision of the Goods and/or Services – periodic or recurrent Services**	<<insert times/frequency/intervals for the performance of periodic or recurrent Services. If Services are not periodic or recurrent, insert "Not Applicable">>
13.	6.4(a)	**Provision of the Goods and/or Services – Key Performance Indicators (KPIs) or performance standards**	<<specify the key performance indicators with which the Services are required to comply>>
14.	6.5	**Provision of the Goods and/or Services - Assistance to be provided by the Customer** Is any assistance to be provided by the Customer to the Contractor in relation to the Goods and/or Services? • `If "**YES**" please provide details	**Yes** ☐ **No** ☐
15.	7.2	**Requirements for Goods and/or Services**	<<specify if the Goods are to be other than new/unused condition and of recent origin>>
16.	14	**Performance Guarantee** Is a Performance Guarantee required under the Contract? • If "**YES**" then the Contractor must complete and attach a Performance Guarantee in a form acceptable to the Customer, which will be relied upon under the Contract. • If "**NO**", then state "Not Required".	**Yes** ☐ **No** ☐ Date: <<specify the date by which the Performance Guarantee is required>> Name of Guarantor: <<specify the name of the Guarantor>>

17.	12 & 15	**Financial Security** Is a Financial Security required under the Contract? • If "**YES**" then the Contractor must complete and attach a Financial Security in a form acceptable to the Customer, which will be relied upon under the Contract. • If "**NO**", then state "Not Required".	**Yes** ☐ **No** ☐ Amount: <<specify the maximum aggregate sum required>>
18.	18	**Intellectual Property Rights in New Contract Material** Clause 18.3 applies: [Intellectual Property Rights in New Contract Material vest in the Customer] **OR** Clause 18.4 applies: [Intellectual Property Rights in New Contract Material vest in the Contractor with licence rights to the Customer for Customer use] If "**YES**" to clause 18.4, clause 18.4(b) applies. [Customer can use or exploit (whether commercially or otherwise) Intellectual Property Rights of New Contract Material]	**Yes** ☐ **No** ☐ **OR** **Yes** ☐ **No** ☐
	18.7 & 18.8	**Moral Rights** List any specific acts or omissions in relation to Moral Rights, in addition to those specified in clause 18.7 (a) – (c) that are being consented to. If no additional acts or omissions are to be specified insert 'Nil' or 'Not Applicable'	<<specify any acts or omissions in relation to Moral Rights under 18.7 (d) or insert "Not Applicable">>
19.	19	**Confidentiality** Is the Contractor required to obtain from its officers, employees, agents and sub-contractors an executed deed of confidentiality? • If "**YES**" then the Contractor must complete and attach a deed of confidentiality in a form acceptable to, or provided by, the Customer, which will be relied upon under the Contract.	**Yes** ☐ **No** ☐
20.	20	**Privacy & Personal Information** Is the Contractor required to obtain from its officers, employees and sub-contractors an executed deed of privacy? • If "**YES**" then the Contractor must complete and attach a deed of privacy in a form acceptable to, or provided by, the Customer, which will be relied upon under the Contract.	**Yes** ☐ **No** ☐

21.	22	**Liability** Specify the amount of the liability cap (e.g. an amount of $(x) million or (y) times the value of the Contract. If no amount, "nil" or an indication of $0 is specified, then the liability of the Party will be unlimited.	<<specify the amount of the liability cap>>
22.	24.1(b)	**Insurance – Public Liability** Is Public Liability insurance required? *Public liability insurance covers liability for personal injury and property damage. Typically the amount is at least $10 million per claim depending upon the Risk Assessment.*	**Yes** ☐ **No** ☐ If "**YES**" then please specify the following: Sum Insured: <<insert amount to be insured>> Policy No.: <<insert policy number>> Insurance Provider: <<insert insurance provider>> Named Insured: <<insert name on the policy>> Expiry Date of Policy: <insert expiry date of policy>>
23.	24.1(c) & 24.3	**Insurance - Professional indemnity** Is Professional Indemnity Insurance required? *Professional indemnity insurance covers the consequences of a breach of professional duty and professional negligence. It is only required where relevant, (e.g. if you engage an accountant to provide professional accounting services).* Is the Professional Indemnity insurance to be maintained for an alternative period? (i.e. other than four years after the latter of the last Contract Completion Date or termination of the last Contract) • If "**YES**" then specify the alternative period Is the Contractor a member of a scheme approved under the Professional Standards Act 2004 (Qld)? If "**YES**" please specify and attach a copy of the applicable scheme.	**Yes** ☐ **No** ☐ If "**YES**" then please specify the following: Sum Insured: <<insert amount to be insured>> Policy No.: <<insert policy number>> Insurance Provider: <<insert insurance provider>> Named Insured: <<insert name on the policy>> Expiry Date of Policy: <insert expiry date of policy> **Yes** ☐ **No** ☐ Alternative Period: <<insert the alternative period>> **Yes** ☐ **No** ☐
24.	24.1(d)	**Insurance - Other insurances** Is other insurance required?	**Yes** ☐ **No** ☐ If "**YES**" then please specify the following: Type of insurance: <<the type of insurance>> Sum Insured: <<insert amount to be insured>> Policy No: <<insert policy number>> Insurance Provider: <<insert insurance provider>> Named Insured: <insert the name on the policy>> Expiry Date of Policy: <<insert the expiry date>>

25.	32.1(a)	**Notices – Customer's address for notices**	Address:	<<insert Customer's address for Notices>>
			Facsimile No:	<<insert Customer's facsimile no. for Notices>>
			Email Address:	<<insert Customer's email address for Notices>>
26.	32.1(b)	**Notice - Contractor's address for notices**	Address:	<<insert Contractor's address for Notices>>
			Facsimile No:	<<insert Contractor's facsimile no. for Notices>>
			Email Address:	<<insert Contractor's email address for Notices>>

SCHEDULE B – GOODS AND/OR SERVICES AND PRICING

The following Goods and/or Services and Pricing form part of the Contract.

Description	Unit Price (Excl. GST)	Price (GST component only)	Total Price (Incl. GST)
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
<<insert Goods and/or Services item description>>	$	$	$
Delivery and installation details and charges applicable to the Contract		$	$
Taxes, duties or other charges and their details associated with the Goods and/or Services applicable to the Contract		$	$
TOTAL CONTRACT PRICE			$

<<specify when and manner in which the Price is payable>>

<<specify time and manner in which the Contractor must submit invoices>>

SCHEDULE B – GOODS AND/OR SERVICES AND PRICING (CON'T)

Other Pricing Issues (clauses 1.1 and 11 of Conditions of Contract)

Description	Details
Any conditions that may affect the pricing:	<<inset conditions that may affect the pricing>>
Any Approved Expenses which are associated with the Contract:	<<insert any Approved Expenses which are associated with the Contract>>
Any other price that may be charged to a Customer for the supply of the Goods and/or Services under the Contract.	<<insert any other price that may be charged to a Customer for the supply of the Goods and/or Services under the Contract>>
Specify if the Prices offered are either: "**Firm**" - that is the price does not change for the duration of the Contract, unless the scope of the work changes; **OR** "**Fixed**" - that is the price is firm in time and is subject to fluctuations only in changed economic circumstances (such as movement in exchange rate or consumer price index). If "**Fixed**", please specify the period from the Contract Commencement Date within which, or the date to which, the proposed pricing will remain firm prior to the application of the variables. Please specify whether the pricing at the conclusion of the 'Fixed' period is subject to: • Exchange Rate fluctuations; • Consumer Price Index variations; or • Other factors. *Please note any 'Fixed' Pricing movements will be in accordance with clause 10 of the Conditions of Contract.*	**Yes** ☐ **No** ☐ **OR** **Yes** ☐ **No** ☐ Period: <<specify period>> **OR** Date: <<insert date>> **Yes** ☐ **No** ☐ If "**YES**" please refer to Schedule D - Conditions Relating to Price Variations (Exchange Rate Movements) and also in Schedule E - Cost Breakdown of Price (if applicable). **Yes** ☐ **No** ☐ If "**YES**" please refer to Schedule F – Conditions Relation to Price Variations (Consumer Price Index) - Conditions Relating to Price Variations (if applicable). **Yes** ☐ **No** ☐ IF "**YES**" please refer to Schedule G - Conditions Relating to Price Variations (Other Factors).

SCHEDULE B – GOODS AND/OR SERVICES AND PRICING

Discount and Rebate (clause 11 of the Conditions of Contract)

Description	Details
Discounts Trade discount:	TRADE: <<insert %>>
Early payment and settlement discount:	SETTLEMENT: <<insert %>> DAYS: <<insert number of days>>
Quantity break discount:	<<insert details>>
Circumstances under which a discount becomes applicable:	<<insert details>>
How the discount arrangement will operate:	<<insert details>>
Rebates Rebate:	<<insert details>>
Circumstances under which a rebate becomes available:	<<insert details>>
How the rebate arrangement will operate:	<<insert details>>

Payment Method (clause 11 of the Conditions of Contract)

Description	Details
Can payment by corporate credit card be accepted by the Contractor?	**Yes** ☐ **No** ☐
Other payment methods acceptable to the Contractor:	<<insert other payment methods acceptable>>
Restrictions to apply on the above methods of payment:	<<insert details of any restrictions that apply on the above methods of payment>>

SCHEDULE C – ADDITIONAL PROVISIONS

These terms and conditions reflect departures, variations and/or additions to the Specifications and/or Conditions of Contract Version 003 – dated 1 July 2011 and are deemed to be incorporated into each Contract. These terms and conditions must not be further amended by the Customer and/or Contractor.

The Contract includes the following Additional Provisions to the Specifications and/or Conditions of Contract Version 003 – dated 1 July 2011.

Sections	Clause Number	Departures/Variations/Additions
Specifications	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
Conditions of Contract	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
Schedules of Contract Schedule A – Order	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
Schedule B – Goods and/or Services and Pricing	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>

SCHEDULE D – CONDITIONS RELATING TO PRICE VARIATIONS (EXCHANGE RATE MOVEMENTS)

Note to Customer: Remove Schedule if not applicable to Contract

Exchange Rate Movements (clauses 10 and 28 of the Conditions of Contract)

The Price for Goods, which are wholly or partially manufactured overseas, may increase or decrease, to take into consideration movements in the relevant exchange rate or duty. The conditions under which this Price variation may be applied are detailed below:

(a)　　Brief description of item.

<<insert brief description of item>>

(b)　　Customs tariff item number.

<<insert tariff item number>>

(c)　　Rate of duty.

<<insert rate of duty>>

(d)　　Amount of duty payable.

<<insert amount of duty payable>>

(e)　　Does the Price offered include this duty?

Yes ☐　　No ☐

(f)　　Rate of exchange on which Price offered is based.

<<insert rate of exchange>>

(g)　　Date at which this rate of exchange applied.

<<insert date>>

(h)　　The Free On Board (FOB) Price subject to duty, in the applicable foreign currency.

<<insert Price subject to duty in the applicable foreign currency concerned>>

(i)　　Total amount of foreign currency upon which Price offered is based, i.e., the Cost Insurance and Freight (CIF) or Cost and Freight (C & F) Price to Australian port.

<<insert details upon which the offered Price is based>>

(j)　　Can you also offer Goods of Australian and/or New Zealand production? (If you can, submit alternative offer for the Australian manufactured Goods).

Yes ☐　　No ☐

SCHEDULE E – COST BREAKDOWN OF PRICE

Note to Customer: Remove Schedule if not applicable to Contract

Where the Price of Goods, may increase or decrease as a result of movements in the relevant exchange rate or duty, the following cost breakdown will apply:

Item No.	Overseas Component Costs (including Duty and Customs Clearance Charges) (include other Overseas Charges)	Australian Component Costs $ c	Total Offer Price $ c
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$
<<insert item number>>	<<insert overseas component costs>>	$	$

N.B. Total of overseas and Australian costs should equal the Price specified in Schedule B.

SCHEDULE F – CONDITIONS RELATING TO PRICE VARIATIONS (CPI)

Note to Customer: Remove Schedule if not applicable to Contract

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Consumer Price Index (CPI) Variations (clauses 10 of the Conditions of Contract)

The Price for Goods and/or Services may increase or decrease to take into consideration movements in the Consumer Price Index Brisbane (All Groups), as published by the Australian Bureau of Statistics. The conditions under which this Price variation may be applied are detailed below:

(a)   Name of Australian Bureau of Statistics (ABS) Index (e.g. Consumer Price Index, Product Price Index etc.)

<<insert details>>

(b)   ABS Index Table Number

<<insert details>>

(c)   Name of Index Group, Column Number, etc within the Table

<<insert details>>

(d)   Quarter and Year on which Price offered is based.

<<insert details>>

SCHEDULE G – CONDITIONS RELATING TO PRICE VARIATIONS (OTHER FACTORS)

Note to Customer: Remove Schedule if not applicable to Contract

Other factors	
The Price for Goods and/or Services, my increase or decrease, to take into consideration other factors (other than a variation in rate of duty and exchange rate or consumer price index). The conditions under which this Price variation may be applied are detailed below:	
(a)	Specify the factors where a variation in the costs to the Contractor will cause a variation in the Price (no Price increase will be accepted by the Customer for any factor not declared);
<<insert details>>	
(b)	The methodology which will be applied to determine the variation in the Price;
<<insert details>>	
c)	Whether Prices are based solely on a published price list.
Yes ☐ **No** ☐	
(d)	If 'Yes' to (c) above, please state percentage discount off that Price list and attach copy of that Price list. Percentage discount offered must remain the minimum in any variation.
<<insert percentage discount offered>>	